



PRE-QUALIFICATION OF CONTRACTORS (2025-2027), TOWN OF MILLET

The Town of Millet (“Town”) is inviting submissions from interested contractors (“Bidders”) to provide a range of Services for the period beginning in March 2025 and anticipated to conclude on December 31, 2027. The purpose of this Pre-Qualification is to develop a list, for five (5) service categories, of Pre-Qualified firms, who possess the Town’s required qualifications for future work tasks that will be made available on an open order basis (to be individually allocated by the Town).

To be Pre-Qualified for future Town Work by March 2025, sealed Submissions, clearly marked as to content, will be received by the **Town of Millet, 5120 – 50 Street, Millet, Alberta, T0C 1Z0** up to **2:00:00 pm** hours local time on **March 20, 2025** for the Town of Millet – **Contractor Pre-Qualification**. The time will be conclusively determined using the National Research Council of Canada Webclock at: <https://nrc.canada.ca/en/web-clock/>.

It should be noted that Pre-Qualification Submissions beyond the **March 20, 2025**, deadline will be received by the Town; however, there may be delays in the evaluation timing which may not guarantee that Bidders receive Pre-Qualification Status prior to the execution of 2025 Town Work Opportunities.

Contractors currently working for the Town of Millet, in any capacity, are encouraged to submit a Pre-Qualification Submission; however, it should be noted that a Pre-qualified Contractor, upon validation, may be precluded from a specific Town assignment if there is a perceived advantage or conflict of interest.

Previously pre-qualified contractors are required to resubmit the supporting documentation outlined below in Stage 1.

The Work to be undertaken is split into five (5) service categories, as listed below. **Interested Bidders are required to indicate which service categories they wish to be considered for by circling Y (Yes) or N (No) in the following table.**

Service Category	Description	Interested
Underground Services	Work including, but not limited to, the rehabilitation, replacement, maintenance, and installation of water, sanitary sewer, storm or other underground municipal utilities.	Y / N
Surface Improvements	Work including, but not limited to, the construction (new), reconstruction, upgrade and rehabilitation of gravel or asphalt roadways & parking lots, asphalt trails or concrete sidewalks & curbs.	Y / N
Electrical Services	Work including, but not limited to, the installation or replacement of electrical utilities, including streetlights and traffic signals.	Y / N
Mechanical/HVAC Services	Work including, but not limited to, the installation, repair, and maintenance of mechanical and/or HVAC systems.	Y / N
Landscape Maintenance	Work including, but not limited to, removal, trimming or supply/installation of trees and shrubs; supply/installation of grass and general maintenance activities such as mowing, watering or fertilizing.	Y / N

Starting **9:00:00 am**, local time, on **February 20, 2025**, Pre-Qualification Documents may be obtained from the Alberta Purchasing Connection (APC) and from the Build Works Canada (BWC) websites. Please be aware that it is the Bidder’s responsibility to obtain any and all addenda from the websites if the original contract documents are obtained from either APC or BWC.

The bidder acknowledges and will be willing to accept the role of prime contractor pursuant to the occupational health and safety act requirements and by submission of a bid acknowledges that it has the capability of fulfilling this requirement.

Questions may be submitted to the contact person listed below, by email only. Responses will be communicated to all Bidders via Addenda. Questions must be submitted prior to **4:00:00 pm, local time, at least five (5) working days prior to the Pre-Qualification Submission date.**

Inquiries regarding the Pre-Qualification Documents shall be directed **in writing** and sent to:

- Stijn Peskens, P. Eng., McElhanney Ltd., SPeskens@mcelhanney.com
- Brandon Turner, P. Tech. (Eng.), McElhanney Ltd., BTurner@mcelhanney.com

The following Articles govern the Submissions received:

1.0 Definitions

- .1 “Addendum” refers to a written communication issued by the Town or the Town’s designated representative during the Pre-Qualification Period informing Bidders of changes or clarifications to the Pre-Qualification Documents. “Addenda” is the plural form of Addendum.
- .2 “Submission” means the Pre-Qualification package submitted by the Bidder.
- .3 “Pre-Qualification Documents” include all documents, listed as follows, that form an integral part of the Submission:
 - Pre-Qualification Invitation
 - Instructions to Bidders
 - Contract Agreement (refer to Appendix A)
 - Insurance Forms (refer to Appendix B)
 - Appendices
 - Addenda (if applicable)
- .4 “Pre-Qualification Period” means the period of time from the date and time that Pre-Qualification Documents are available for pickup until the date and time of the submittal deadline.

2.0 Preparation of Submission

It shall be the responsibility of the Bidder to ascertain that a full and complete set of said Pre-Qualification Documents has been obtained.

In order to ensure consideration, all required supporting documentation shall be appended to the Submission and marked:

TO: McElhanney Ltd.
Unit 201 13455, 114 Avenue
Edmonton, AB T5M 2E2

Bidders are completely responsible for ensuring that their bids reach the correct final location prior to the bid submission deadline. **Submission may be physically delivered to the above address or via Email to SPeskens@mcelhanney.com**

A Submission by the Bidder gives the Town the right to require the Bidder to execute a future Request for Quotation and eventual Contract Agreement to perform the Work as set out within the Pre-Qualification Documents.

3.0 Withdrawal of Submission

Permission will be given to a Bidder to withdraw the Submission without prejudice, provided a request in writing, signed by an authorized individual, is filed at the office of the Town of Millet before the date and time of the Submission deadline. Submissions may not be withdrawn at or after the submittal deadline and will be irrevocable and open for acceptance by the Town for a period of thirty (30) days following the submittal deadline.

4.0 Rejection of Submissions

Submissions that are unsigned, incomplete, conditional, illegible, unbalanced, obscure, or that contain additions not called for, reservations, erasures, alterations, or irregularities of any kind, may be rejected. The Town may reject a submission by any party that is in litigation with the Town. The Town reserves the right, without prejudice, to reject any or all Submissions.

- .1 A signed cover letter is acceptable. A cooperate seal will only be required on the Contract Documents when the Work is awarded by the town.

5.0 Submission Review and Evaluation

- .1 This is an evaluated pre-qualification and Bidders should closely examine the Pre-Qualification Documents and all the requirements in preparation of their Submission. Bidders shall submit one (1) sealed Envelope clearly marked as to content with the Bidder's name and address.

The Envelope shall contain one original and one digital copy of all requirements as noted in Section 5.3 & 5.4 Mandatory and Desired Criteria below. The envelope shall be clearly marked **Pre-Qualification of Contractors (2025-2027), Town of Millet**.

- .2 All submissions will be evaluated in 3 stages per the following criteria:

- .3 **Mandatory Criteria - Stage 1 (Pass/Fail)**

- a) Mandatory requirements will be assessed on a pass/fail basis. Any submissions that have any mandatory criteria assessed as a fail may be disqualified from further evaluation.

- i) **Contractors that have been previously pre-qualified to perform work for the Town of Millet are required to re-submit the mandatory criteria listed in Stage 1.**

Mandatory Criteria	Yes/No	Pass/Fail
Certificate of Insurance		
Copy of Bidders COR/ SECOR		
WCB Letter of Account		
Town of Millet Business License		

- .4 **Evaluated Criteria - Stage 2 (100 max points)**

- a) Bidders who meet all mandatory criteria will be further evaluated on the following desired criteria.

Desired Evaluation Criteria	Weighting Percentage
Prime Contractor Experience	35
Team Qualifications	25
Project Management, Quality Control, Health and Safety and Environmental	20
References Related to Past Performance	20

TOTAL	100
Sub-contractor (if any) Experience	0 (Value Added)

- b) Bidders must obtain a minimum of **70 out of 100** points. The Bidder's response to each requirement will be evaluated by a committee on a scale of 1-5 as outlined in the following table.

Score	Achievement	Criteria
1	No or poor response	Did not respond or is lacking in critical areas and may have a poor chance of success
2	Meets minimum acceptable	Meets some but not all the critical areas and may have a poor chance of success
3	Average	Meets the requirements but does not show more than needed to comply with requirements and may succeed with help
4	Above Average	Above the standard, showed a history of completing projects well above the baseline, has a good chance of being successful
5	Excellent	Exceeds requirements and will add value to the project and is likely to be successful

- c) Any bidder who does not score **70 or higher** will be disqualified from further evaluation.

.5 Pre-Qualification Award - Stage 3

The Bidders who score **70 or higher** in each (or any) of the five (5) service categories will be considered Pre-Qualified. Notice of Pre-Qualification will be in writing signed by Town officials. This notice will be given as soon as possible following the Pre-Qualification Period closing and, unless otherwise specified, no later than sixty (60) days following the Pre-Qualification Period closing.

.6 Submission Requirements

.1 Mandatory Criteria

a) Certificate of Insurance

- i) A Certificate of Insurance certifying that the insurance, as required within Appendix B – Town of Millet Insurance Requirements, is in place, shall be included with each Submission.
- ii) If the required insurance is not in place, a letter from the Bidder's insurance broker certifying that the required insurance will be issued to the Bidder if the said Bidder is the successful Bidder, shall be included with the Submission.

b) Certificate of Recognition (C.O.R.) Safety Program

- i) The Town prefers a Bidder who has obtained a C.O.R. or S.E.C.O.R. appropriate to their industry issued by the Alberta Construction Safety Association or applicable organization; however, the Town will accept sufficient information to demonstrate a robust safety program and culture within their organization.
- ii) A copy of the successful Bidder's C.O.R. or a copy of the Bidder's name and certificate number on either the Government of Alberta

Employment and Immigration's certification list or other applicable organizations certification list, current at the time of Pre-Qualification closing, shall be submitted to the Town with the Submission.

- iii) A Bidder may submit a valid Temporary Letter of Certification (TLC) issued by the Alberta Construction Safety Association or other applicable organization.

c) Workers' Compensation Letter of Account

- i) The Bidder is to submit a letter of Account from the Workers' Compensation Board (WCB) – Alberta, including the Bidder's WCB rates and frequency of lost time incidents (LTIs) for the past two years (Frequency of LTIs = Number of LTIs x 200,000 / Total Annual Employee Hours).
- ii) Bidders who do not have an account with the Workers' Compensation Board – Alberta shall provide evidence of a subcontractor or other company that will carry such coverage on their behalf.
- iii) If the Bidder is performing work in an exempt industry as defined under the Workers' Compensation Act - Alberta and does not carry coverage, the Bidder acknowledges that the Town is subject to a deeming order under the Workers' Compensation Act - Alberta.

d) Town of Millet Business License

Upon award of Pre-Qualification, the Bidder must obtain a Town of Millet Business License within ten (10) business days. This can be done by visiting <https://www.millet.ca/business>.

.2 **Evaluation Criteria**

The Submission should be organized in the following format to ensure each Bidder receives full consideration. Submissions should be double sided where possible and should not be more than **20 pages** excluding appendices.

- a) **Prime Contractor Experience (35/100)** – The Bidder shall also submit a summary of projects of a similar nature recently completed on time and on budget. The Bidder may submit a maximum of 5 projects for evaluation. This includes (but not limited to):
 - i) Previous experience in working on similar projects
 - ii) Previous experience effectively managing internal resources and crews
 - iii) Previous experience in Project Management of sub-contractors
 - iv) Previous experience maintaining traffic or detouring traffic on arterials and major collector roadways.

The Bidder shall include the following information for each project provided: Project name and location, year of construction, client name, role on the project, key personal, construction project value, project description, and relevance to this project.

- b) **Team Qualifications (25/100)** - The Bidder shall submit the names and resumes of key personnel who will be assigned to the project. Information submitted should include staff availability to the project as well as staff experience on at least 3 similar projects at a minimum for the following;
 - i) Project Manager (Key Contact)
 - ii) Site Safety Officer
 - iii) Site Superintendent
- c) **Project Management, Quality Control, Health & Safety and Environmental (20/100)** – Provide your firms procedures or requirements for QA/QC, Health & Safety and the Environment.
- d) **References related to Past Performance (20/100)** – Provide current owner references for similar work completed as stated in items b & d above. Reference information shall include contact name, phone number and email address as well as the project name, value and Bidders role. The Town may include itself and may also contact other known references not provided by the Bidder.
- e) **Sub-Contractor Experience (Value Added)** – If required, Bidders should submit resumes and corporate experience for any required sub-contractors to perform the anticipated Work. Include enough information to prove your firm has a proven successful history of working with identified sub-contractors for project completion.

Value Added components are not required for pre-qualification; however, if a Contractor foresees working with subcontractor(s), it is encouraged to submit any and all corporate and contract information to supplement the Submission.

These evaluation criteria are for internal purposes only and do not obligate the Town to accept the best evaluated Submission.

6.0 Maintenance of Pre-Qualification Status

- .1 All Pre-Qualified firms in specific Service Categories are required to report any significant changes in staff and organization relative to the specific categories of Pre-Qualification. The Town will review this information and determine if the requirements for Pre-Qualification continue to be met with the reported changes. Pre-Qualification status may be withdrawn if a Pre-Qualified firm no longer meets the Town's Pre-Qualification requirements.
- .2 Pre-Qualification status may be affected if a Pre-qualified firm's performance results in suspension or probation.
- .3 If Pre-Qualification status is withdrawn because a Pre-Qualified firm no longer meets the Town's requirements, the firm will be provided with written notice from the Town that the firm is suspended from submitting proposals/bids on the associated Categories until the firm meets the Town's Pre-Qualification requirements.

APPENDIX A:

TOWN OF MILLET CONTRACT AGREEMENT TEMPLATE

This Agreement, made in duplicate on this ____ day of _____, 20__ by and between:

THE TOWN OF MILLET

(hereinafter called the Client),
a Municipal Corporation,
PARTY OF THE FIRST PART,

and

CONTRACTORS NAME

(hereinafter called the Contractor),
PARTY OF THE SECOND PART

WHEREAS the Client intends to engage the professional services of the Contractor in connection with the project as hereinafter described (the "Project"):

<CONTRACT NAME>

AND WHEREAS the Client desires to have the Contractor perform the consulting services in connection with the Project as set out in Schedule "B" and Schedule "C" annexed hereto;

NOW THEREFORE, the Client and the Contractor, in consideration of their mutual duties and responsibilities to one another as hereinafter set forth, AGREE AS FOLLOWS:

1.0 Definitions

- 1.1 "Agreement" is this Prime Agreement for professional services, including Schedule "B" and Schedule "C" annexed hereto.
- 1.2 "Contractor" is the party contracting with the Client for the provision of labour, materials and equipment for the execution of the Work.
- 1.3 "Contract" is the agreement between the Client and the Contractor for the provision of labour, materials and equipment for the execution of the Work by the Contractor.
- 1.4 "Contract Documents" shall mean all documents relating to the Work issued by or through the Contractor which are incorporated into the Contract, and all variations and modifications thereto issued by or approved by the Contractor.
- 1.5 "Contract Time" shall mean the period from the notice to proceed with the Work to the projected completion date for the Contract agreed to between the Client and the Contractor in the Contract.
- 1.6 "Cost of the Work", for purposes of fee computation under this Agreement, shall mean the total cost to the Client of the Work, (including all materials, equipment, labour, taxes, Contractor's overhead and profit provided in accordance with the Contract Documents)

AND SHALL INCLUDE:

- a) The cost of all installations carried out by parties other than the Contractor, as required by the Client;
- b) The cost of all Work carried out under the Contract;
- c) Refunds or sales tax exemptions on any materials and/or equipment;

- d) The cost of Work carried out by direct labour or direct purchase of materials or equipment by the Client at prices pertaining during the Contract Time;
- e) The provision of new or old materials by the Client;
- f) The value of all deletions made by the Client from the Work after the Contractor has completed a design for the deleted items as a part of the Work;
- g) The value of any monetary damages or set-offs retained by the Client from the Contractor with respect to the Work;

BUT SHALL NOT INCLUDE:

- h) Professional fees, including consulting fees, or the fees of Other Contractors, or disbursements or the salary of the Client's representative, or other of the Client's salary or administrative costs;
- i) The cost of land purchase and easements;
- j) The costs of items which do not form a part of or are required for the function of the Work.

- 1.7 "Day" shall mean calendar day.
- 1.8 "Field Services" shall mean making such visits to the Project site at intervals appropriate to the stage of construction as the Contractor, in its sole professional discretion, considers necessary to enable the Contractor to ascertain whether the Contractor is carrying out the Work in general conformity with the Contract Documents for the Project.
- 1.9 "Other Contractor" shall mean registered/licensed professional engineers, architects or other specialists other than the Contractor, engaged by the Client directly.
- 1.10 "Project" shall mean the Project described in the recitals to this Agreement.
- 1.11 "Services" shall mean the Contractor's Basic Services and Additional Services as set forth in Schedule "B or C".
- 1.12 "Shop Drawings" shall mean drawings, diagrams, illustrations, schedules, performance charts, technical brochures and other data which are to be provided by the Contractor or by others to illustrate details of a portion of the Work.
- 1.13 "Substantial Performance" shall have the meaning set out in the lien legislation at the place of the Work, or if such legislation shall not contain such definition, it shall mean that the Work is ready to be used or is being used for the purpose intended and is so certified by the Contractor.
- 1.14 "Sub-Contractor" shall mean any registered/licensed professional engineers, architects, or other specialists engaged by the Contractor in connection with the Project.
- 1.15 "Termination Expenses (Suspension Expenses)" shall mean expenses incurred by the Contractor which are directly attributable to termination or suspension of the Services for reasons beyond the control of the Contractor, and shall include the Contractor's expenses reasonably and necessarily incurred in winding down its Services.
- 1.16 "Total Performance" shall mean that the Work as appraised by the Contractor has been performed to the requirements of the Contract Documents, and is so certified by the Contractor.
- 1.17 "Work" shall mean all labour, materials and equipment to be supplied and incorporated into the Project by the Contractor as required by the Contract Documents.

2.0 Services

- 2.1 The Contractor shall provide the services described in Schedule "B" (hereinafter referred to as the "Services").
- 2.2 The Contractor shall commence the service on <Date> and complete the services by <Date>.
- 2.3 Time shall be of the essence of this Agreement. The Contractor shall comply with all reasonable requirements established by the Client for the performance of the Contractor's Services with respect to the Project.
- 2.4 The Contractor shall exercise the degree of care, skill and diligence normally provided in the performance of services in respect of projects of a similar nature of those required under this Agreement.
- 2.5 The Client and the Contractor, by agreement in writing, may, from time to time, make changes to Schedule "B" by, altering, adding to, or deducting from the scope of the services set out in Schedule "B".
- 2.6 The time for completion and the payment shall be adjusted accordingly. All work shall be executed under the conditions of this Agreement.

3.0 Agreement

- 3.1 Attached hereto and forming part of this Agreement are:
 - a) Schedule "A" - Insurance
 - b) Schedule "B" – Contractor Submission
 - c) Schedule "C" – The Client's Request for Quotation

4.0 Payment

- 4.1 The Client agrees to pay the Contractor in accordance with the provisions of Schedule "B", upon the prompt and faithful performance of the services to the satisfaction of the Client. Payment shall be subject to all applicable legislation.
- 4.2 The Client shall pay an amount not exceeding \$<Insert Fees> in Canadian Funds, not including all applicable taxes, unless prior written authorization has been obtained by the Contractor from the Client.
- 4.3 The Client shall not be required to make payment for services or any costs or disbursements rendered under this Agreement to remedy errors or omissions including redesign to complete the project within the approved budget for which, in the opinion of the Client, the Contractor is responsible.
- 4.4 The Client and the Contractor will adjust Schedule "B" – <Insert Fee Section>, in accordance with any variation to Schedule "B" – <Insert Scope of Work Section>. If the Client and the Contractor cannot agree to the terms of the adjustment, then the dispute shall be submitted to arbitration as set out in this Agreement. The Client and the Contractor shall have no other claim against each other for any adjustment except as set out within this section.

5.0 Client's Duties and Responsibilities to the Contractor

The Client shall:

- 5.1 Instruct the Contractor fully in writing as to the Client's total requirements in connection with the Project, including the Client's budget for the project and schedule constraints.
- 5.2 Make available to the Contractor all relevant information or data pertinent to the Project which is required by the Contractor. The Contractor shall be entitled to rely upon the accuracy and completeness of all information and data furnished by or through the Client, including information and data originating with Other Contractors, whether such Other Contractors are engaged at the request of the Contractor or otherwise. Where such information or data originates either with the Client or with Other Contractors, then the Contractor shall not be responsible to the Client for the consequences of any error or omission contained therein.
- 5.3 When required by the Contractor in writing, engage specialist Other Contractors directly to perform services necessary to enable the Contractor to carry out its Basic Services as set forth in Schedule "B", such services to include, but not be restricted to, an accurate survey of the site, site services report, geotechnical reports, quantity surveyor, and all appropriate testing services. Such Other Contractors engaged by the Client shall be subject to the joint approval of the Client and the Contractor, and contracts for the provision of such services, whether arranged by the Client or the Contractor, shall be deemed to be direct contracts with the Client unless expressly provided otherwise.
- 5.4 Authorize the Contractor in writing to act as the Client's agent for such purposes as are necessary to the Contractor's rendering of Services pursuant to this Agreement.
- 5.5 Give prompt consideration to all sketches, drawings, specifications, tenders, proposals, contracts, and other documents relating to the Project prepared by the Contractor, and, whenever prompt action is necessary, inform the Contractor of the Client's decisions in such reasonable time so as not to delay the Services of the Contractor, or to prevent the Contractor from forwarding drawings or instructions to the Contractor, or to Other Contractors, or to Sub-Contractors.
- 5.6 The Town will, within twenty (20) days of receiving an application for payment, approve the payment or advise the Contractor promptly in writing as to why the payment is amended or rejected. Payment shall become due within ten (10) days of approval.
- 5.7 Provide necessary advertising incidental to obtaining tenders and provide or reimburse the Contractor for obtaining necessary legal, accounting, insurance, bonding, and other counseling services in connection with the Project.
- 5.8 Arrange and make provision for the Contractor's entry and ready access to property (public and private), as well as to the Project site, as necessary to enable the Contractor to perform its Services.
- 5.9 Designate in writing a party to act as the Client's representative with such party to have complete and exclusive authority to transmit instructions to and receive information from the Contractor.
- 5.10 Give prompt written notice to the Contractor whenever the Client or the Client's representative becomes aware of any defects or deficiencies in the Work or in the Contract Documents.

- 5.11 Obtain required approvals, licenses, and permits from municipal, provincial, federal, or other authorities having jurisdiction over the Project so as not to delay the Contractor in the performance of Services.
- 5.12 Expressly undertake not to enter into contracts in connection with the Project with Contractors or Other Contractors which describe duties and responsibilities of the Contractor which are inconsistent with the duties and responsibilities of the Contractor provided for in this Agreement, without obtaining the Contractor's prior written agreement thereto.

6.0 Construction Administration and Coordination

The Contractor's construction administration and coordination services, as provided for in Articles 6.1 through 6.5 inclusive, shall pertain only to the extent that the services contemplated in Schedule "B" have been rendered on the project.

It is understood and agreed by the Client and the Contractor that only the Work which has been seen during the construction period by the Contractor can be said to have been appraised, and comments on the balance of the Work are assumptions only, based upon extrapolation by the Contractor.

The performance of the Contract is not the Contractor's responsibility, nor is the Contractor's field services for the Contractor's benefit. The Contractor alone is responsible for the quality control of the Work.

- 6.1 Authority for general administration and co-ordination of the Project shall reside in the Contractor to the extent provided for in this Agreement.
- 6.2 All notices, instructions, requests, claims, or other communications by the Contractor, by Other Contractors, or by the Client to one another shall be made by or through the Contractor.
- 6.3 The Contractor shall make decisions on all claims of the Client and of the Contractor under the Contract, and on all matters relating to the interpretation of the Contract Documents.
- 6.4 The Contractor shall coordinate the activities of Sub-Contractors as well as those of Other Contractors on the Project to the extent that the Contractor is empowered to do so in the Other Contractors' contracts with the Client.
- 6.5 No acceptance by the Contractor of the Work or of the services of the Contractor or Other Contractors, whether express or implied, shall relieve the Contractor or Other Contractors from their responsibilities to the Client for the proper performance of such Work or services, and further, the Contractor shall not be responsible to the Client or to the Contractor or Other Contractors for the means, methods, techniques, sequences, procedures, and use of equipment, of any nature whatsoever, whether reviewed by the Contractor or not, which are employed by the Contractor or Other Contractors in executing, designing, or administering any phases of the Work, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

7.0 Certifications by the Contractor

- 7.1 The Contractor shall issue certifications as set forth in Schedule "B", only where Field Services have been performed by the Contractor as defined in Article 1.8.

8.0 Cost of the Work and Contract Time Estimates

- 8.1 Both parties expressly acknowledge and agree that the Cost of the Work and Contract Time estimates provided by the Contractor to the Client under this Agreement are subject to change and are contingent upon factors over which the Contractor has no control. The Contractor does not guarantee the accuracy of such estimates. Exact costs and time will be determined only when tenders have been received for the Work and when the Work has been performed.

9.0 Termination and Suspension

By the Client:

- 9.1 If the Contractor is shown to be in default in the performance of any of the Contractor's material obligations set forth in this Agreement, then the Client may, by written notice to the Contractor, require such default to be corrected. If, within thirty (30) days after receipt of such notice, such default shall not have been corrected or reasonable steps to correct such default shall not have been taken, the Client may, without limiting any other right or remedy the Client may have, immediately terminate this Agreement and make settlement for the cost of the Services rendered and disbursements incurred by the Contractor pursuant to this Agreement and remaining unpaid as of the effective date of such termination.
- 9.2 If the Client is unwilling or unable to proceed with the Project, the Client may suspend or terminate this Agreement by giving thirty (30) days prior written notice to the Contractor. Upon receipt of such written notice, the Contractor shall perform no further Services other than those reasonably necessary to suspend or close out the Project. In such event the Client shall pay the Contractor for all Services performed and for all disbursements incurred pursuant to this Agreement and remaining unpaid as of the effective date of such suspension or termination, plus the Contractor's Suspension or Termination Expenses as defined in Article 1.15.
- 9.3 If the Contractor is practicing as an individual and is unable to satisfactorily perform Services for a period of thirty (30) consecutive days or for an aggregate of forty-five (45) days in any three (3) month period, the Client may terminate this Agreement upon giving seven (7) days written notice to the Contractor, and shall pay for the Services rendered and disbursements incurred by the Contractor to the date of such termination.

By the Contractor:

- 9.4 If the Client is shown to be in default in the performance of any of the Client's material obligations set forth in this Agreement, including payment of the Contractor's fee as required herein, then the Contractor may, by written notice to the Client, require such default to be corrected. If, within thirty (30) days after receipt of such notice, such default shall not have been corrected, the Contractor may, without limiting any other right or remedy it may have, immediately terminate this Agreement. In such event, the Contractor shall be paid by the Client for all Services performed and for all disbursements incurred pursuant to this Agreement and remaining unpaid as of the effective date of such termination plus the Contractor's Termination Expenses as defined in Article 1.15, in addition to any other rights or remedies the Contractor may have.
- 9.5 If the Contractor's Services are suspended by the Client at any time for more than thirty (30) days, through no fault of the Contractor, then the Contractor shall have the right at any time until such suspension is lifted by the Client, without limiting any other right or remedy the Contractor may have, to terminate this Agreement upon giving written notice

thereof to the Client. In such event the Client shall pay the Contractor for all Services performed and for all disbursements incurred pursuant to this Agreement and remaining unpaid as of the effective date of such suspension, plus the Contractor's Suspension Expenses as defined in Article 1.15.

10.0 Ownership and Use of Documents

- 10.1 The Contractor agrees that all base materials, research results, computer programs, drawings, documents, notes, and materials of any type whatsoever developed or prepared by the Contractor (the "Documents") in performance of the Contractor's services shall vest in and become the absolute property of the Client, including assignment of all copyright.
- 10.2 Upon completion of the Services or termination of this Agreement, the Contractor shall deliver all of the Documents to the Client on demand by the Client. The Contractor may keep copies of the Documents. Once the Client has possession of the Documents, the Client is solely responsible for the use that the Client makes of the Documents in other projects.
- 10.3 The Client agrees to indemnify and hold the Contractor harmless from any and all claims, damages and costs arising from the reuse and modification of the Contractor's work product by the Client or party that obtains the Contractor's work product from or through the Client.
- 10.4 Without prejudice to any rights which may exist in the Client by virtue of any prerogative rights and powers or by virtue of the Copyright Act, R.S.C. 1985, c. C-42, the Contractor agrees that all present and future rights in the copyright in the Documents will vest absolutely and immediately in the Client.
- 10.5 The Contractor warrants that the Contractor is the only party who has or will have moral rights in the Documents and the Contractor waives in favour of the Client, all of the Contractor's moral rights, as provided for in the law of copyright, in the Documents.
- 10.6 The Contractor agrees to confirm Articles 10.4 and 10.5 by executing a written assignment and waiver in any form requested by the Client and delivering the assignment and waiver to the Client on or before the end of the term of this Agreement.

11.0 Freedom of Information and Protection of Privacy

- 11.1 The Contractor agrees that all data, information, and material provided to the Contractor by the Client will be confidential, both during and after the term of this Agreement. The Contractor acknowledges that this is a fundamental term of this Agreement.
- 11.2 The Contractor acknowledges that, in adherence to the Freedom of Information and Protection of Privacy Act, R.S.A. 2000, c. F-25 ("FOIP"), the Contractor is required to comply with the provisions of FOIP pertaining to all information and records relating to, obtained, generated, collected, or provided under or pursuant to this Agreement.
- 11.3 With respect to this Agreement, "record" means a record of information in any form, including books, documents, maps, drawings, photographs, letters, vouchers, papers, and any other information that is written, photographed, recorded, or stored in any manner, but does not include software or any mechanism that produces records.
- 11.4 With respect to this Agreement, a "transitory record" is a record that is either a duplicate record, temporary information that has only immediate or short-term value, draft documents, and working materials.

- 11.5 The Contractor must (except for a transitory record):
- a) Notify the Client that a record is about to be destroyed;
 - b) Receive written authorization from the Client prior to actually destroying the record; and
 - c) Notify the Client that the destruction has taken place.
- 11.6 The Contractor will provide to the Client, at the Contractor's expense, any records required to be created, obtained, and maintained pursuant to this Agreement within seven (7) days of notification by the Client.
- 11.7 If the Contractor retains a copy of the records created under this Agreement after the date on which the Client has destroyed its copies of the records (pursuant to its records retention and destruction guidelines), the Contractor will provide the Client with a copy of the records within seven (7) days of the Client requesting those records as a result of a request for information under FOIP. This Article 11.7 shall survive the termination of this Agreement.

12.0 Indemnity and Insurance

12.1 Indemnity

The Contractor shall at all times, and without limitation, indemnify and save harmless the Client, its Councilors, directors, officers, employees, contractors, agents, and representatives from and against all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands, and proceedings, all of whatever nature and kind which any of the Client, its Councilors, directors, officers, employees, contractors, agents, and representatives may sustain, pay, or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action, other proceedings, claims, or demands made by third parties, with respect to any occurrence, event, incident, or matter caused by, and/or arising as a direct or indirect result of:

- The misconduct, negligent action or negligent failure to act, as the case may be, of the Contractor and/or any of those parties for whom the Contractor is responsible at law (including, without limitation, any of its employees or subcontractors);
- The costs of repairs, clean-up, or restoration paid by the Client and any fines levied against the Client or the Contractor;
- Or any breach, violation, or non-performance of any representation, warranty, obligation, covenant, condition, or agreement in this Agreement set forth and contained on the part of the Contractor to be fulfilled, kept, observed, or performed, as the case may be; or
- Any damages to third parties caused by, resulting at any time from, or arising out of, or in consequence of, the misconduct, negligent action, or failure to act of the Contractor and/or any of those parties for whom the Contractor is responsible at law (including, without limitation, any of its employees or subcontractors).

The provisions of this Section are in addition to and shall not prejudice any other rights of the Client at law or in equity. This Section shall survive the termination or expiry of this Agreement for any reason whatsoever.

12.2 Insurance

Without in any way limiting the liability of the Contractor under this Agreement, the Contractor shall obtain and maintain in force during the Term, insurance in accordance with the specifications found in Schedule A – Insurance

13.0 Pipelines and Utility Crossings

13.1 The Contractor shall make suitable arrangements with utility or pipeline companies, or municipal departments, for the protection of pipelines, conduits, drains, lines, wiring, or other structures, whether underground, on the surface, or overhead, and satisfy the company or department that the method of operations is effective and in accordance with the Safe Procedures for Pipelines and Utility Crossings Manual.

13.2 The Contractor shall indemnify and save harmless the Owners of any such mains, lines, conduits, drains, or other structure or utility for any loss or damage which may be suffered by reason of the operations of the Contractor in the performance of this Contract.

14.0 Building Codes and Bylaws

14.1 The Contractor shall, to the best of its ability, interpret building codes and bylaws as they apply to the Project at the time of design, but it is expressly acknowledged and agreed by the Client that, as the Work progresses, the building codes and bylaws may change or the interpretation by any public authority may differ from the interpretation of the Contractor, through no fault of the Contractor, and any extra cost necessary to conform to such changes or interpretations during or after execution of the Work will be paid by the Client in the event that the Contractor has received a prior authorization from such authorities in respect of such changes or interpretations.

15.0 Legal Requirements

15.1 In carrying out its obligations hereunder, the Contractor shall be bound by and observe all applicable federal, provincial, and municipal legislation, which, without limiting the generality of the foregoing, shall include the provisions of the Environmental Protection and Enhancement Act, and the Contractor shall cause all of its employees and approved Sub-Contractors to be so bound.

15.2 The Contractor shall apply and pay for all necessary permits or licenses required for the execution of the Contractor's services.

15.3 The Contractor shall at all times observe all the provisions of the Labour Relations Act, Worker's Compensation Act, Employment Standards Act, and the Occupational Health and Safety Act as well as rules and regulations pursuant thereto. In the event the Contractor fails to comply with any legislation or any regulations thereunder, and the Client is required to do anything or take any steps or pay any sums to rectify such non-compliance, the Client may subtract the cost of such rectifications from any monies owed to the Contractor.

15.4 The Contractor shall familiarize itself, its staff and its Sub-Contractors with the terms of the Occupational Health and Safety Act and Regulations, thereunder to ensure complete understanding respecting the responsibilities given and compliance required. The Contractor acknowledges that, as defined in the Occupations Health and Safety Act and the regulations thereunder, it may have responsibilities as either a "prime contractor", "employer" or "worker". As a condition of the Agreement, when the Contractor is

administering a contract on behalf of the Client, the Contractor acknowledges its responsibilities as an agent of the Client.

- 15.5 Prior to commencing the services described hereunder and prior to receiving payment on completion, the Contractor shall provide evidence of compliance with all requirements of the Province of Alberta with respect to Workers' Compensation, including payment due thereunder.
- 15.6 At any time during the term of this Agreement, when requested to by the Client, the Contractor shall provide evidence of compliance, by the Contractor or any Sub-Contractor with all requirements under the Worker's Compensation Act, including payments due thereunder.
- 15.7 The Contractor hereby represents and warrants with and to the Client, and acknowledges that the Client is relying upon such representation and warranty, that the Contractor is in compliance with all laws and regulation of a public authority relating to the conduct of its business and has all required approvals, permits, licenses, certificates, and authorizations necessary to carry on its business and to carry out its obligations hereunder and there are not any proceedings whatsoever, actual or pending, and whether concerning cancellation, extension or otherwise, relating to the said approvals, permits, licenses, certificates, or authorizations.

16.0 Mediation and Arbitration

- 16.1 If requested in writing by either the Client or the Contractor, the Client and the Contractor shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. Failing such agreement, the mediator shall be appointed by reference to a Judge of the Alberta Court.
- 16.2 If a dispute cannot be settled within a period of thirty (30) days by the mediator appointed under Article 16.1, or such longer period as may be agreed to by the parties, the dispute may, with the prior written concurrence of both the Client and the Contractor, be referred to and finally resolved by way of binding arbitration by a single arbitrator. The arbitrator shall be appointed by agreement of the parties. Failing such agreement, the arbitrator shall be appointed by reference to a Judge of the Alberta Court.
- 16.3 The place of the mediation/arbitration shall be at St. Albert, AB, or at a location otherwise agreed to by the Client and the Contractor.
- 16.4 No one shall act as a mediator/arbitrator who is in any way financially interested in the conduct of the Project or in the business affairs of either the Client or the Contractor.
- 16.5 The laws of the Province of Alberta shall govern this Agreement and any mediation/arbitration or litigation in respect thereof.
- 16.6 The award of an arbitrator under Article 16.2 shall be final and binding upon the parties, and shall be enforceable by them in any Court of competent jurisdiction.

17.0 Successors and Assignment

- 17.1 This Agreement shall ensure to the benefit of and be binding upon the parties hereto, and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

- 17.2 If a party to this Agreement who is an individual should desire to bring in a partner or partners, or if a party who is a partnership should desire to bring in a new partner or partners to share the benefits and obligations of this Agreement, they may do so by promptly notifying the other party in writing of such intended action.
- 17.3 If a party to this Agreement is a partnership, and a partner thereof either dies or retires then the remaining parties therein shall form a new successor partnership to share the benefits and obligations of this Agreement.
- 17.4 Neither party may assign this Agreement without the prior consent in writing of the other party.

18.0 Notice

If either party is required to give notice to the other party under or in connection with the Agreement, such notice will be effectively given if sent by registered mail or hand delivered to the Contractor at:

and to the Town at:

Town of Millet
Box 270
Millet, AB T0C 1Z0
Attn: Director of Development and Infrastructure

and if sent by registered mail will be considered as having been received by the party to whom it is directed seven (7) days after the mailing of such.

19.0 Entire Agreement

- 19.1 This Agreement constitutes the sole and entire agreement between the Client and the Contractor relating to the Project, and supersedes all prior agreements between them, whether written or oral, respecting the subject matter hereof, and no other terms, conditions, or warranties, whether express or implied, shall form a part hereof.
- 19.2 This Agreement may be amended only by written instrument signed by both the Client and the Contractor.

In witness whereof the parties hereto have executed this Agreement as of the day and year first above written by their duly authorized officers and representatives.

FOR INDIVIDUAL OR PARTNERSHIP:

_____	_____
(Contractor's Name – Please Print)	(Witness Name and Position – Please Print)
_____	_____
(Contractor – Signature)	(Witness – Signature)

FOR LIMITED COMPANY:

The Corporate Seal of the Contractor, <Contractor Name>, was hereunto affixed in the presence of:

(Contractor's Name – Please Print)	

(Name and Position of Authorized Officer – Please Print)	
_____	_____
(Signature of Authorized Officer)	(Contractor's Seal – Affix Seal)
_____	_____
(Name and Position of Authorized Officer – Please Print)	(Witness Name and Position – Please Print)
_____	_____
(Signature of Authorized Officer)	(Witness – Signature)

Note: If the Contract is by a joint venture, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

FOR THE CLIENT:

The Corporate Seal of the Client, the Town of Millet, was hereunto affixed in the presence of:

Town of Millet	

(Name and Position of Authorized Officer – Please Print)	

(Signature of Authorized Officer)	

(Name and Position of Authorized Officer – Please Print)	

(Signature of Authorized Officer)	

_____	_____
	(Client's Seal – Affix Seal)
_____	_____
(Name and Position of Authorized Officer – Please Print)	(Witness Name and Position – Please Print)
_____	_____
(Signature of Authorized Officer)	(Witness – Signature)

APPENDIX B:

TOWN OF MILLET INSURANCE REQUIREMENTS

Insurance Requirements

Contractor shall procure and maintain, at its own expense for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from, or in connection with, the performance of the work by the Contractor, his agents, representatives, employees or sub-consultants. The cost of such insurance shall be borne fully by the Consultant.

The limits and coverage required herein are the minimum acceptable by the Town and are not intended as a limit of liability of the Contractor or sub-Contractors.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

Commercial General Liability: \$2,000,000.00 per occurrence for bodily injury, personal injury, property damage, and completed operations.

Automobile Liability: \$1,000,000.00 per accident for bodily injury and property damage, covering all owned, hired and non-owned vehicles.

If Contractor or their sub-consultant haul hazardous waste, they must maintain Automobile Liability insurance with not less than \$2,000,000 per accident for bodily injury and property damage applicable to all hazardous waste hauling vehicles.

Workers' Compensation: Workers' compensations limits in accordance with Province of Alberta statute. A Clearance Letter of good standing is required. If exempt from Workers' Compensation the Town requires evidence of Employees Liability insurance with limits of \$1,000,000.00 per accident.

Professional Liability: \$2,000,000 per claim. This insurance shall be maintained for the duration of the project and five (5) years following completion of construction. Retroactive date of such policy must be on or before the date Contractor began offering professional services. Professional Liability insurance policy is required where the Contractor or its sub-Contractors provides design or design/build services to the project.

Deductibles and Self-Insured Retentions

Any deductibles and/or self-insured retentions must be declared to, and approved by, the Town. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the Town, at its option may require the Contractor to secure payment of such deductibles or self-insured retention by a bond or an irrevocable and unconditional letter of credit

Other Insurance Provisions

The policies required herein are to contain, or be endorsed to contain, the following provisions:

For General Liability:

The Town of Millet, its officials, employees and agents, are to be named as additional insured for liability arising out of activities performed by, or on behalf of, the Contractor. Policies are to include, as a minimum, cover for products and completed operations, blanket contractual liability, occurrence and broad form property damage, advertising and personal injury liability. The coverage shall contain no special limitation on the scope of protection afforded to the Town or its officials, employees, agents and sub-Contractors.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town.

Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

All Required Coverage:

The Contractor's insurance coverage shall be primary insurance with respect to the Town. Any insurance or self-insurance maintained by the Town shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy, required herein shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior notice has been given the Town.

With the exception of Automobile Insurance and Workers Compensation, a waiver of subrogation shall apply.

The Certificate and Endorsements shall include the following:

Project Name:
Project Number:
Description of Service:

The Town reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The Town is not obligated, however, to review such policies and endorsements and such receipt shall not relieve the Contractor from, or be deemed a waiver of the Town's right to insist on strict fulfillment of the Contractor's obligations under this Contract.

Verifications of Coverage

Contractor shall furnish the Town with certificates of insurance evidencing coverage required. Certificates will be filed with the Town until five (5) years after project completion. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance are to be mailed to the following address:

Town of Millet
Attention: Lisa Novotny
Box 270
Millet, AB T0C 1Z0

No work shall begin until appropriate insurance certificates are received by the Town of Millet. If the Contractor fails to secure and maintain the insurance required herein, or fails to provide evidence of such insurance to the Town, the Town shall have the right, without any obligation, to secure the required insurance in the name and for the account of the Contractor for which the Consultant shall pay the costs of insurance, and any incidental costs that arise out of a delay in work while the Town is obtaining such insurance.

Sub-Contractor

The Contractor shall ensure that all tiers of sub-consultants shall maintain insurance in like forms, amounts, and requirements as stated herein and shall obtain evidence of insurance from each sub-consultant and provide it to the Town before the sub-consultant commences work. This includes environmental and pollution liability if applicable.

Acceptability of Insurance

All insurance provided by the Contractor shall be through insurance carriers acceptable to the Town.

Upon the request of the Town, the Contractor shall provide additional insurance if the Town, due to changing conditions, deems this necessary.

The amount of insurance stated herein shall not limit the Contractor's obligations under this Contract.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the Town, constitute a material breach.