

STATEMENT ON PROHIBITIONS RELATED TO RUSSIAN AGGRESSION IN THE UKRAINE

Sanctions related to the Russian invasion of Ukraine have been imposed by the Government of Canada under the [Special Economic Measures Act](#). The Government of Canada has stated that the sanctions have been imposed “in order to respond to the gravity of Russia’s violation of the sovereignty and territorial integrity of Ukraine, and grave human rights violations that have been committed in Russia”.

The Special Economic Measures Regulations applicable to Russia, Belarus and Ukraine under the [Special Economic Measures Act](#) impose an asset freeze and dealings prohibition on designated persons listed in Schedule 1 of the Regulations, which include both individuals and entities.

Consistent with the Regulations, the Province reserves the right to limit or prohibit Proposals from the designated persons and entities listed in Schedule 1 of the [Special Economic Measures \(Russia\) Regulations](#), the [Special Economic Measures \(Belarus\) Regulations](#), and the [Special Economic Measures \(Ukraine\) Regulations](#), as amended from time to time, or from entities that could benefit such individual or entities, directly or indirectly, if they were to enter a contract with the Province.

Questions about these prohibitions can be directed to the Contact Person.

INSTRUCTIONS TO BIDDERS

1. Read the Bid and Contract Form, these Instructions to Bidders and Conditions of Contract, and any supplemental specifications and drawings identified in the Bid and Contract Form (collectively the “Bid Documents”) before submitting a bid.
2. Complete Part 7 of the Bid and Contract Form (type or print legibly). Sign and submit the form to the bid submission address before the specified Bid Closing Date and Time (“Bid Closing”).
3. For receipt of bids, the official time of receipt shall be as determined by the e-mail system clock.
4. When sending bids via e-mail, the Bidder is responsible for ensuring that its bid is received before the Bid Closing Date and Time at the e-mail address specified in the Bid and Contract form. The Province assumes no responsibility for server availability or any other technical problem that prevents the bid from being received by, or opened after, the Bid Closing Date and Time.
5. Bids submitted electronically may be modified or withdrawn at any time before the Bid Closing by submitting a request to modify or withdraw the bid to the designated email address.
6. A bid may not be withdrawn at or after Bid Closing and shall be open to acceptance by the Province until:
 1. some other Bidder has entered into a contract with the Province for performance of the Work, or
 2. 35 days after the Bid Closing.
7. Bids will not be opened publicly. Bidders may request the bid results from the Contact Person indicated in the Bid and Contract Form.
8. The lowest price or any bid will not necessarily be accepted and the Province may reject any and all bids.
9. If there is a tie in the bid price of two or more compliant bids, the Province will provide the tied Bidders with a method for determining the successful Bidder.
10. An abnormally low proposed bid is one where the bid, in combination with other constituent elements of the bid, appears unreasonably low to the extent that the proposed bid raises material concerns as to the capability of the Bidder to perform the contract for the proposed bid.
 1. In the event of identification of a potential abnormally low proposed bid, the Province shall seek written clarifications from the Bidder, including detailed price analyses of its proposed bid in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bid price bid call.
 2. After evaluation of the price analyses, in the event the Province determines that the Bidder has failed to demonstrate its capacity to perform the contract for the proposed bid, the Province shall reject the bid.
11. A legally binding contract will result when the Province completes Part 8 of the Bid and Contract Form.
12. Contact the Contact Person indicated in the Bid and Contract Form for any inquiries.

CONDITIONS OF CONTRACT

1. Materials and Labour

1. Unless otherwise specified in the contract documents, the Contractor shall provide and pay for all materials, labour, tools and equipment necessary for the execution of the Work. Unless otherwise specified, all materials will be new. Materials and workmanship will be of the quality specified, or if not specified, suitable for the purpose intended.
2. Persons employed in performing the Work shall be skilled in and competent to properly perform the tasks assigned to them and, when required by laws, rules, regulations or the contract documents, qualified to do so.

2. Assignment

1. The Contractor shall not assign this contract, in whole or part, nor sublet this contract as a whole, without the written consent of the Province, which consent will be at the Province’s sole discretion.

3. Termination

1. The Province may, by giving a written notice of termination to the Contractor, terminate this contract at any time. The Province’s right to terminate the contract is not subject to 17.3 Dispute Resolution Procedure.

4. Subcontracts

1. Nothing contained in the contract documents shall create a contractual relationship between a subcontractor and the Province.

5. Goods and Services Tax (GST)

1. The Contract Price excludes GST. The Province represents and warrants that, as the purchaser of the goods and services provided under this contract, no amount payable under this contract is subject to *Goods and Services Tax* (GST) or *Harmonized Sales Tax* (HST) under Part IX of the *Excise Tax Act* (Canada) as amended. The Government of Alberta's GST Registration Number is 1240 72513 RT0001.

6. Protection of Work and Property

1. The Contractor shall protect the Work and the Province's property and property adjacent to the place of the Work from damage and shall be responsible for damage which may arise as a result of his operations under the contract except damage which occurs as the result of:
 - .1 errors in the contract documents,
 - .2 acts or omissions by the Province, or other contractors.
2. Should the Contractor, in the performance of the contract, damage the Work, the Province's property, or property adjacent to the Place of the Work, the Contractor shall be responsible for the making good of such damage at the Contractor's expense.

7. Hold Harmless Agreement

1. Each party shall indemnify and hold harmless the other, its employees and agents against and from any and all third party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) to the extent arising from:
 - .1 that party's breach of this contract, or
 - .2 the negligence, other tortious act of willful misconduct of that party, or those for whom it is legally responsible, relation to the performance of its obligations under this contract.
2. The Contractor shall indemnify and hold harmless the Province against and from any loss or damage to real or personal property of the Province to the extent arising from the Contractor's breach of this contract or from the negligence, other tortious act or willful misconduct of the Contractor, or those for whom it is legally responsible.
3. This Article survives the contract.

8. Insurance

1. The Contractor will, at its own expense and without limiting the Contractor's liabilities under this contract, insure its operations under a general liability insurance policy, placed with an insurer that complies with the *Insurance Act* (Alberta). Coverage shall be in an amount not less than \$2,000,000.00 inclusive per occurrence, insuring against bodily injury, personal injury and property damage, including loss of use. Such insurance shall include blanket written contractual liability.
2. The Contractor will maintain automobile liability insurance on all vehicles owned, operated or licensed in its name, in an amount not less than \$2,000,000.00.
3. Where such risks exist, the Contractor will maintain property insurance in the form of an all risks builder's risk policy or an all risks installation floater, insuring not less than the full insurable value of the Work.
4. If requested by the Province, the Contractor will provide, in a form acceptable to the Province, proof that the specified insurance coverage is in effect.

9. Regulatory Requirements

1. The Contractor shall comply with all laws, ordinances, rules, regulations, orders, codes and other legally enforceable requirements in effect at the place of the Work and applicable to the performance of this contract.
2. The Contractor shall apply and pay for necessary permits or licenses required for the execution of the Work.
3. The Contractor shall comply with the *Occupational Health and Safety Act* (Alberta) and its regulations.

10. Cleaning

1. The Contractor will keep the work site free from accumulations of waste material and will leave the premises "broom clean" or its equivalent.

11. Contract Time

1. Time is of the essence of the contract. The Contractor will perform the Work expeditiously and with adequate forces to complete the Work by the completion time specified.

12. Product Options and Substitutions

1. For products specified by non-proprietary specifications, the Contractor will select any product, by any manufacturer, which meets requirements of the contract.
2. For products specified by proprietary specifications and accompanied by words indicating that substitutions will not be accepted, the Contractor will select only products or manufacturers named. Substitutions are not permitted.
3. Except where substitutions are not permitted, when a product is specified by proprietary specifications, the Province will accept unnamed products, subject to such substitutions being the same generic type as, being capable of performing the same functions as, and meeting or exceeding the standards of quality and performance of the named product. Substitutions must not require revisions to the contract.

13. Warranty

1. Neither final payment, nor any provision in the contract will relieve the Contractor from responsibility for faulty materials or workmanship which appear within one year from the date of completion of the Work, or such other time as may be specified for parts of the Work. The Contractor will remedy any defects, and pay for any damage to other work resulting from such defects, which appear within such time period(s).

14. Changes in the Work

1. The Province may order changes in the Work by means of a written Change Order. Following the Province's review, agreement, and approval of cost; the Province will issue a Change Order for that work. The Contractor shall not proceed with any change in the Work without a written Change Order from the Province.

15. Valuation of Changes

1. The value of a change, and the change in Contract Price and Contract Time, shall be as agreed upon in writing, before the Province orders the Contractor to proceed with the change in the Work.
2. Alternatively, if the Province orders the Contractor, in writing, to proceed with a change in the Work before there is an agreement on the value of the change, the value of the change shall be based on the Contractor's actual costs and savings attributable to the change. If a change results in a net increase in the Contractor's costs, the Contract Price shall be increased by the amount of the net increase in costs, plus an allowance for overhead and profit, as follows:
 - .1 For work performed by Contractor's own forces, including work performed to accommodate work performed by subcontractors, the Contractor shall be entitled to a mark-up of 15% on actual costs of material and labour related to the change in the Work for overhead and profit.
 - .2 For work performed by subcontractors:
 - .1 each subcontractor shall be entitled to a mark-up of 15% on actual costs of material and labour related to the change in the Work for overhead and profit, and
 - .2 the Contractor shall be entitled to 10% of Subcontractors' total.
3. For work performed by sub-subcontractors:
 - .1 each sub-subcontractor shall be entitled to a mark-up of 15% on actual costs of material and labour related to the change in the Work for overhead and profit,
 - .2 subcontractor shall be entitled to 10% of sub-subcontractors' total, and
 - .3 Contractor shall be entitled to 10% of above total.
4. If a change results in a decrease in cost, amount of credit to be given to Province shall be amount of actual decrease, without overhead and profit.
5. If a change involves both extras and credits and results in an increase in cost, overhead and profit shall be allowed on increase only.

16. Payment

1. If the Contractor completes the Work of the contract, including correction of deficiencies, in less than one month, and submits an invoice in the amount of the contract price:
 - .1 the Province will make a payment in the amount of the contract price, less a 10% holdback, approximately 30 days after the invoice date, and
 - .2 the Province will make a second payment in the amount of the holdback, after 45 days has expired from the last day that work was performed at the work site, provided that:
 - .1 the Province has received a letter of clearance from the Workers' Compensation Board, and
 - .2 any third party claims received by the Province have been resolved, or
 - .3 the Province will, at its discretion, make a single payment in the full amount of the contract price, with no holdback, subject to the same conditions specified in 16.2 above for release of holdback.
2. If the duration of the Work of the contract is more than one month, the Contractor may submit a monthly progress claim for the value of work performed and products delivered to the work site at that date, in which case:
 - .1 the Province may adjust the amount payable by us on the monthly progress claim,
 - .2 the Province will retain a holdback of 10% of the amount payable by us on each progress claim,
 - .3 the Contractor must submit with its second and any subsequent progress claims, and as a condition of holdback release, a Statutory Declaration of Payment Distribution acceptable to the Province, and
 - .4 the Province will release the holdback after 45 days has expired from the last day that work was performed at the work site, provided that:
 - .1 the Province has received a letter of clearance from the Workers' Compensation Board, and
 - .2 any third party claims received by the Province have been resolved

17. Claims and Disputes

1. If the Contractor intends to claim any additional payment in excess of the contract price, the Contractor will give notice of its intention to the Province promptly after the Contractor becomes aware of the circumstance giving rise to the claim.
2. The Contractor and the Province will make bona fide efforts to resolve the claim as soon as possible after receipt thereof. When the Province issues a final written position on the claim, or if the Province fails to do so within a reasonable time, and the claim remains unresolved, the claim will be considered a dispute.
3. Dispute Resolution Procedure
 - .1 The following expressions have the following meanings:

“Dispute” means any disagreement, failure to agree or other dispute in respect of the application or interpretation of any provision of the Agreement.

“Dispute Notice” means a notice from one party to the other party providing details of a Dispute and invoking the Dispute Resolution Procedure in respect of that Dispute.

- .2 Any Dispute will be resolved in accordance with the Dispute Resolution Procedure set out herein, which procedure shall be followed in the order set out below:
 - .1 the Dispute Resolution Procedure shall be started by delivery of a Dispute Notice by one party to the other;
 - .2 the parties shall attempt to resolve the Dispute by a Settlement Meeting under article 18.3 Settlement Meeting;
 - .3 if the Settlement Meeting does not result in resolution of the Dispute, either party may refer the Dispute to Court.

Within 21 days of a party becoming aware of the basis for a potential Dispute, such party shall give the other party notice of the basis for a potential Dispute. Failure by such party to provide such notice in such manner shall not thereafter disqualify such party from providing a Dispute Notice, but the other party may in that event assert a claim for damages arising from such failure.

- .3 Settlement Meeting
 - .1 In the event of a Dispute, which is not resolved in the normal course of business, either party may deliver a Dispute Notice to the other party. Within 30 days from the delivery of the Dispute Notice, officials designated by the Province and the Contractor will meet at a mutually acceptable time and place to attempt to resolve the Dispute (a "Settlement Meeting"). The parties through their representatives will make all reasonable efforts to resolve the Dispute. All negotiations held pursuant to Section 30.3 are to be held on a without prejudice basis and will not be used by either party as evidence at any other proceeding.
- .4 Court
 - .1 If any Dispute is not resolved by agreement between the parties, after a Settlement Meeting either party may refer the Dispute to Court.

18. Right of Review

1. The Contractor will permit the Province, or anyone acting on the Province's behalf, to review, inspect and critique the Contractor's performance of the Work. The Province may, at the completion of the Work, evaluate the Contractor's performance of the Work. The results of the performance evaluation will be reviewed with the Contractor.

19. Waste Management

1. The Contractor shall ensure that work on the Province's property is provided in an environmentally friendly manner using best practices that mitigate harmful environmental impacts. The Contractor shall provide the Province with a waste management plan listing materials that will be salvaged, reused or recycled during the course of the project for cardboard, wood, beverage containers, land clearing debris, aggregate (including concrete, asphalt and masonry), metals, gypsum board, plastic and carpet.
2. Other waste materials resulting from the Contractor's activities under this contract must be disposed of as per provincially regulated recycling programs should they apply. This includes but is not restricted to electronics, paint, oils, cleaners, pesticides and tires.

20. Counterpart Signatures

1. This contract may be executed by the parties in counterparts, and may be delivered by electronic transmission in Portable Document Format (PDF), each of which upon execution and delivery shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

21. Safety, Health, and Security

1. At the time of using or entering any of the Province's or third party's buildings, premises, equipment, hardware or software, the Contractor, its employees, subcontractors and agents shall comply with all safety, health, or security policies or directives relating to those buildings, premises, equipment, hardware or software that are in effect, at their own cost.

22. Force Majeure

1. "Force Majeure Event" means any war, invasion, insurrection, armed conflict, act of foreign enemy, revolution, terrorist act, interference by military authorities, nuclear explosion, contamination by ionizing radiation, epidemic, pandemic including Covid-19, or quarantine restriction that prevents, delays or interrupts the performance of any obligation under this Contract, other than any obligation to pay any money, and provided such event does not occur by reason of:
 - .1 The negligence of the party relying on the Force Majeure Event (or those for whom it is in law responsible); or
 - .2 Any act or omission of the party relying on the Force Majeure Event (or those for whom it is in law responsible) that is in breach of this Contract.
2. If a Force Majeure Event occurs, then notwithstanding any other provision of this Contract:
 - .1 To the extent that and for so long as either party is prevented by the Force Majeure Event from performing any obligation under this Contract, that party is relieved from liability due to its inability to perform or delay in performing that obligation; and
 - .2 If the Force Majeure Event wholly or substantially prevents the Contractor from proceeding with the Work then the completion date of the contract shall be adjusted for the period of the Force Majeure Event.
3. Upon either party becoming aware of the occurrence of a Force Majeure Event that prevents that party from performing any obligation under this Contract, that party shall in a timely manner give the other party notice of the Force Majeure Event, including reasonable details of the anticipated effects on performance of this Contract, and thereafter the Contractor shall, on an ongoing basis, notify the Province of its plans for remedying or mitigating the effects of the Force Majeure Event.
4. If the Contractor anticipates that the Force Majeure Event will delay the completion date of the Contract, but is of the opinion the delay can be avoided or mitigated through extraordinary measures, the Contractor may propose to the Province that such extraordinary measures be taken by the Contractor at the Province's expense.

END OF SECTION