

**Town of Peace River**  
SHAFTESBURY TRAIL – HWY 684

**Project Number: 17GEME6018**

**August 21, 2017**

**Grande Prairie**  
10940 – 92 Ave, Grande Prairie, AB T8V 6B5

**Fort St. John**  
10012 – 97 Ave, Fort St. John, BC V1J 5P3

**P: 780.532.4919 TF: 1.855.879.5973**  
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**Shaftesbury Trail Pedestrian Pathway –  
Site Works, Roadwork & Landscaping**

**Beirsto & Associates**  
ENGINEERING LTD



## INVITATION TO TENDER

**Town of Peace River** is receiving sealed tenders for the following project:

**Shaftesbury Trail Pedestrian Pathway  
Site Works, Roadwork & Landscaping  
17GEME6018**

The project is located in the **Town of Peace River**. Sealed tenders should be addressed to:

**Town of Peace River  
9911 – 100<sup>th</sup> Street  
Peace River, AB T8S 1S4**

and clearly marked:

**Shaftesbury Trail Pedestrian Pathway  
Site Works, Roadwork & Landscaping  
17GEME6018**

Tenders will be received at the office of **Town of Peace River** up to **September 6, 2017 - 2:00 p.m.** . It is the responsibility of the Tenderer to ensure that:

- they have received all addenda issued and incorporated the changes into their Tender Form; and
- **Town of Peace River** has received their tender prior to closing;

Opening will occur shortly after the tender closing at **Town of Peace River** office. Construction of this project is subject to the Town of Peace River obtaining the required funding approval.

Tender packages can be obtained from the office of **Town of Peace River** at 9911 – 100<sup>th</sup> Street, Peace River, AB T8S 1S4 on **August 21, 2017** between the hours of 9:00 a.m. to 4:30 p.m., Monday through Thursday or 9:30 a.m. to 4:30p.m. Friday, excluding statutory holidays as well as from the Alberta Purchasing Connection website at [www.purchasingconnection.ca](http://www.purchasingconnection.ca).

Each tender must be accompanied by a certified cheque, Bid Bond, or irrevocable letter of credit in the amount of ten percent (10%) of the tender price payable to **Town of Peace River**. Also, to ensure consideration of the tender, each tender must be accompanied by a Consent of Surety as required by the Contract Documents. The lowest or any tender will not necessarily be accepted.

**Tender/Technical Inquiries**

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**Tender/ Technical Inquiries**

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**Pick Up/Mailing Address**

The Town of Peace River  
9911-100 Street  
Peace River, Alberta  
T8S 1S4

**Tender/ Technical Inquiries**

JC Erasmus  
Engineering Technologist  
Town of Peace River  
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**Tender/ Technical Inquiries**

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## **1.1. General**

This tender is to be made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a tender for the same Work. No person or firm other than the Tenderer whose signature is affixed below has any interest in this tender or in the proposed Contract.

## **1.2. Examine**

The Tenderer must carefully examine the Contract Documents and the site of the proposed Work, judging for the satisfaction of themselves as to the probable conditions to be encountered. The Tenderer may not claim, after the submission of a tender, that there was any misunderstanding with respect to the conditions imposed by the Contract. The Tenderer's attention is drawn to the Special Conditions of the Contract Documents that contain any changes or additions to the General Conditions. The Tenderer's attention is also drawn to any Addendum/Bulletin, which may be issued prior to the time of tender closure. Should a Tenderer find discrepancies in, or omissions from the drawings or other documents, or should the Contractor be in doubt as to their meaning, the Contractor should at once notify the Engineer. No verbal agreement or conversation with any officer, agent, or employee of the Owner shall affect or modify any of the terms or obligations herein stated.

## **1.3. Form of Submission**

The tender shall be submitted on the Tender Form and shall be accompanied by the specified Bid Bond and Consent of Surety.

## **1.4. Tenderer's Questionnaire**

The Tenderer may be required to furnish evidence that they have the necessary experience and are prepared to use the necessary personnel and equipment to carry out the Work satisfactorily and within the time stated within the Tender Form. In such a case where this information is required, the Tenderer will be provided with a "Tenderer's Questionnaire" which shall be completed in order that their capabilities in this regard can be assessed by the Owner. Failure to complete this questionnaire may result in the tender being considered incomplete.

## **1.5. Materials**

The Tenderer must show, where and when requested in the tender, the names of the material suppliers they intend to use, together with the trade or brand name of the material supplied. Material suppliers must not be changed after the closing of tenders unless permission from the Engineer is obtained.

## **1.6. Signed Tender**

The tender must be executed under seal by the Tenderer.

If the Tenderer is an individual or partnership, the tender shall be executed by the individual, or in the case of a partnership, a partner in the presence of a witness and the signer must show the capacity in which the Contractor signs, e.g. partner or "proprietor". If a Tenderer is a corporation, the tender shall be executed under the seal of the company, affixed in the presence of the authorized officers or directors.

If the tender is a joint venture, each party to the joint venture shall execute the tender under seal in the manner appropriate to each party.

All tenders must be in a sealed envelope addressed the Town of Peace River office and clearly labelled:

**Shaftesbury Trail Pedestrian Pathway  
Site Works, Roadwork & Landscaping  
17GEME6018**

with the word "**TENDER**" clearly marked thereon.

All tenders must be received by Beairsto & Associates Engineering Ltd. office by **September 6, 2017 - 2:00 p.m.**

## **1.7. Tender Price**

Unit prices shall be filled in where indicated in the Tender Form regardless of whether a quantity is shown. The total tender must be an accurate extension of the unit and lump sum prices submitted and the quantities based on which these prices are obtained.

In the event of a discrepancy between the unit prices and extended totals, the unit prices will govern and the Engineer will correct the extended totals accordingly.

The prices tendered shall include the supply of all materials except those specified to be supplied by others, all supervision, labour, and equipment, and a provision for overhead and profit, and shall represent the entire cost to the Owner for the completed Work shown on the drawings and described in the specifications for the project entitled:

**Town of Peace River  
Shaftesbury Trail – Pedestrian Pathway**

for which drawings and specifications have been prepared by the Engineer of the Owner, *Beairsto & Associates Engineering Ltd.*, acting as, and referred to herein as the "Engineer".

## **1.8. Goods and Services Tax**

The Tenderer shall make a net tender to the Owner with GST excluded. Comparison of tenders will be made on the basis of the tender price net of the GST applicable. Any amount to be levied in respect of the GST will be identified as a separate item on a

request for progress payment by the Contractor. The appropriate GST levy will be paid to the Contractor in addition to the amount recommended for payment by the Engineer for Work performed under the Contract.

## **1.9. Bid Bond**

The tender shall be accompanied by:

- a) either a certified cheque in the amount of ten percent (10%) of the tender price; or
- b) a suitable Bid Bond in the amount of ten percent (10%) of the tender price;

Each of the above must also be accompanied by a letter of consent from a bona fide surety company to the effect that if the Contract is awarded to the Tenderer, they will upon being so awarded, become bound as their securities, for its faithful performance.

The bond or tender cheques deposited by the unsuccessful Tenderers shall be returned to them upon signing of the Contract with the successful Tenderer.

The successful Tenderer's tender cheque or Bid Bond shall be returned upon receipt by the Owner of the Performance Bond and the Materials and Labour Payment Bond. In the case of the Bid Bond only and as an alternate to returning such Bond, the Owner may retain the Bond and allow it to expire.

## **1.10. Consent of Surety**

Consent of Surety is required as part of this tender. The Consent of Surety must be issued by a Surety Company licensed to do business in the Province of Alberta and must have its respective address, or that of the representative agent in this Province, included on that particular document.

In lieu of a Consent of Surety, an irrevocable letter of credit from a financial institution licensed to do business in the Province of Alberta will be accepted. The letter must clearly indicate that if the Contract is awarded to the Tenderer, they will upon being so awarded, provide the Tenderer with an irrevocable letter of credit or certified cheque in the amount of one hundred percent (100%) of the tender price.

## **1.11. Withdrawal of Tender**

A Tenderer may, without prejudice to themselves, withdraw their tender at any time prior to closing of the tenders.

## **1.12. Tender Rejection**

The Owner reserves the right to reject any or all tenders; the lowest will not necessarily be accepted. Without limiting the generality of the foregoing, any tender may be rejected:



- which is incomplete, obscure, or irregular;
- which has erasures or corrections in the Tender Form;
- in which prices are omitted or are unbalanced; and/or
- which has insufficient or irregular Surety;

The Engineer may contact any one or more Tenderers to request clarification without any obligation to contact or inform other Tenderers of said request. The requested clarification information shall be provided to the Engineer by the Tenderer in a timely manner. Any such request for information by the Engineer to the Tenderer shall not be construed as acceptance of a tender.

The Owner may decide, at its sole discretion, that no tender submitted will be accepted and no Contract will be awarded pursuant to this tender process. In that event, all Tenderers will be notified and the Owner will have no liability to any Tenderer.

### **1.13. Award Considerations**

By the act of submitting a tender, the Tenderer waives the right to contest in any legal proceeding or action, the right of the Owner to award the Contract to whomever it chooses, at its sole and unfettered discretion, and for whatever reason the Owner deems appropriate.

If the Owner decides to accept a tender and award a Contract, in addition to price and total acquisition cost, the selection of the successful Tenderer will be based on a number of criteria which shall include, but not necessarily limited to:

- the ability and skill of the Tenderer to provide the goods and services requested;
- the ability of the Tenderer to perform the Contract or provide the services promptly or at the time indicated without delay or interference;
- the character, integrity, reputation, judgement, experience, and efficiency of the Tenderer;
- the quality and performance of previous Contracts, goods or services, provided by the Tenderer;
- the sufficiency of the financial resources and the ability of the Tenderer to perform the Contract or provide the goods or services;
- the quality, availability and adaptability of the goods or Contractual services to the particular use required, and ability to best meet the Owner's operational needs;
- the ability of the Tenderer to provide future maintenance and services for the items acquired;
- the number and scope of conditions attached to the tender;
- any litigation between the Tenderer and the Owner; whether pending, past, threatened or suggested;

Receipt of an invitation to tender or receipt and evaluation by the Engineer of a tender does not imply a Tenderer is qualified.

## **1.14. Award Notification**

The Owner will, following receipt of an acceptable tender, issue a written Notice of Award to the successful Tenderer. This notice will be given as soon as possible following the closing of tenders and unless otherwise agreed to by the Tenderer will not be later than sixty (60) days following the closing of tenders.

## **1.15. Time Allowed For Signing the Contract**

If the successful Tenderer refuses, or neglects, to sign the Contract Agreement within ten (10) days of the Notice of Award for the Contract being presented to them, the amount of the tender cheque or the Bid Bond made by the successful Tenderer shall be forfeited to and retained by the Owner in the amount of the difference in money between the amount of the tender price and the amount from which the Owner may legally Contract with another party to perform the Work, if the latter being in excess of the former.

## **1.16. Time Under Construction**

The Tenderer shall identify in Section 2.7 - Tenderer's Construction Schedule the durations they require to complete the Work realizing the Owner's desires to have the Work at the level of Construction Completion by the Completion Date identified within Section 2.7 – Tenderer's Construction Schedule. The Tenderer shall realize that the Engineer may be required to make adjustments to the Start Date due to site availability. In the situations where this does occur the Completion Date will also be adjusted to coincide with the given project duration identified in Section 2.7 – Tenderer's Construction Schedule of the Tender Form.

The Tenderer is to be aware of the sections within the Contract Documents that make reference to and/or identify specifically project timeline adjustments and expectations. The sections to be referenced are but not limited to the following:

- a) Section 2.1 – General of the Tender Form
- b) Section 2.8 – Tenderer's Construction Schedule of the Tender Form
- c) Section 3.4 – Construction Commencement and Completion of the Contract Agreement
- d) Section 0 – Definitions of the General Conditions
- e) Section 4.25 – Notice to Proceed
- f) Section 4.26 – Construction Commencement and Completion of the General Conditions
- g) Section 4.26 – Construction Schedule of the General Conditions
- h) Section 4.28 – Adjustment of Completion Dates of the General Conditions
- i) Section 4.29 - Failure to Complete On Time of the General Conditions
- j) Section 4.47 - Changes in the Work of the General Conditions
- k) Section 4.48 – Unclassified Work of the General Conditions

The Tenderer should be aware that no bonus will be allowed for completion in less time than that stated above, unless stated in the Special Conditions.

## **1.17. Specifications Manuals**

Any further reference to the manuals listed below within the proceeding document will be as per their respective acronyms:

- a) Town of Peace River General Municipal Servicing Standards (PRSS);
- b) Aquatera Utilities Inc. Construction Manual (AQCM);
- c) Aquatera Utilities Inc. Design Manual (AQDM);
- d) Aquatera Utilities Inc. Rural Servicing Guidelines (ARSG);
- e) Alberta Infrastructure and Transportation Standard Specifications for Highway Construction (AT);
- f) City of Grande Prairie Construction Manual (GPCM);
- g) City of Grande Prairie Design Manual (GPDM);

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## 2.1. General

To **Town of Peace River** for the tender for the construction of:

**SHAFTESBURY TRAIL PEDESTRIAN PATHWAY  
SITE WORKS, ROADWORK & LANDSCAPING  
17GEME6018**

**LOCATION:**

Shaftesbury Trail – Hwy 684

**TENDERER'S NAME:**

**TENDERER'S ADDRESS:**

agrees to furnish and deliver all materials, to provide all necessary equipment and to do and perform all Work in accordance with the Contract Documents for the above named Works.

The undersigned **TENDERER**, having carefully examined the Contract Documents and the locality of the proposed Work, and having full knowledge of the Work required and of the materials to be furnished and used, hereby agrees to provide all necessary materials, supervision, labour, and equipment and perform and complete all Work and fulfill everything that is set forth in strict accordance with the Contract Documents and Addendums numbered \* \_\_\_\_\_ for the prices stated in the Tender Form Schedule of Quantities.

\*NOTE: To be completed by Tenderer.

The undersigned also agrees:

1. That the estimate of quantities of Work itemized in the Tender Form serve only to provide a basis for comparing tenders and that the actual job quantities will not necessarily correspond with the quantities itemized in the Tender Form, and further, that the Owner has the right to increase or decrease the quantities in any or all items and to eliminate items entirely from the Work.
2. That payment for the Work done will be made on the basis of the actual progress measured and assessed by the Engineer and the prices shown on the Tender Form which shall be compensation in full for the Work done under the terms of the Contract.
3. That this tender is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a tender for the same Work; and that no person or firm other than the Tenderer whose signature is affixed below has any interest in this tender or in the proposed Contract.

4. That this Tender is irrevocable for sixty (60) days after closing time.
5. That within ten (10) days from the date of "Notice of Award" of this tender, to execute a Contract and upon execution of the Contract, furnish the Owner with a Contract Performance Bond from an acceptable Surety Company in the amount of fifty percent (50%) of the total Contract amount covering the faithful performance of the Contract. The Contractor shall supplement a Performance Bond with a Labour and Material Bond in the amount of fifty percent (50%) of the total Contract amount.
6. Subject to Section 4.25 – Notice to Proceed of the General Conditions, to commence and actively proceed with the Work on or any time after the date identified within the Notice to proceed, and to complete all Work under the Contract as specified in the Contract Documents.
7. That should the Contractor fail to performed the Work to the level of Construction Completion by the time specified within Section 3.4 - Construction Commencement and Completion of the Contract Agreement subject to the adjustments identified within Section 4.28 – Adjustment of Completion Dates of the General Conditions, the Contractor shall be required to compensate the Owner in accordance with Section 4.29 – Failure to Complete On Time of the General Conditions.
8. That no bonus will be allowed for completion in less time than that stated above.
9. To do all Extra Work not reasonably inferable from the specifications or drawings but called for in writing by the Engineer and to accept as full compensation thereof, payment in accordance with provisions of Section 4.48 – Unclassified Work of the General Conditions.
10. To guarantee and maintain the Work for a minimum period of **two (2) years or until the issuance of the Final Acceptance Certificate**, whichever is greater. Such guarantee and maintenance to be related only to materials, workmanship, construction practices, and structural integrity under normal winter and summer maintenance activities.

\_\_\_\_\_  
Contractor's Name (Company Name)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Signed Name in Print

\_\_\_\_\_  
Date

## 2.2. List of Sub-Contractors

The names of the Sub-Contractors that will be employed on the items of Work listed below.

No further Sub-Contractors will be employed without the written approval of the Engineer to a request made in writing by the Contractor.

SUB-CONTRACTOR	ADDRESS	WORK TO BE DONE

## 2.3. Extra Work Labour Rates

The labour rates that will be used for all extra Work by the Contractor and all Sub-Contractors.

*The following rates include Workers' Compensation, Unemployment Insurance, Holiday Pay, Statutory Holidays, public liability and public damage insurance, overtime and other payroll costs.*

POSITION	RATE / HOUR

## 2.4. Extra Equipment Rates

The equipment rates that will be used for all extra Work by the Contractor and all Sub-Contractors.

*The following rates are inclusive of the equipment operator and the related costs such as Workers' Compensation, Unemployment Insurance, Holiday Pay, Statutory Holidays, public liability and public damage insurance, overtime and other payroll costs.*

EQUIPMENT	RATE / HOUR



## 2.5. Tender Agreement

**NAME OF TENDERER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**LEGAL STATUS OF TENDERER:**     Corporation             Partnership             Sole Ownership

**CURRENT ADDRESS OF TENDERER:** \_\_\_\_\_

NAMES AND ADDRESSES OF THE CORPORATE OFFICERS OR MEMBERS OF THE TENDERER ORGANIZATION:	
NAME	POSITION
ADDRESS	
NAME	POSITION
ADDRESS	
NAME	POSITION
ADDRESS	

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF TENDERER

\_\_\_\_\_  
NAME OF WITNESS

CORPORATE SEAL

\_\_\_\_\_  
ADDRESS OF WITNESS

\_\_\_\_\_  
ADDRESS OF WITNESS

## 2.6. Affidavit Verifying Corporate Signing Authority

I, \_\_\_\_\_ of \_\_\_\_\_ in  
the Province of Alberta make oath and say:

1. I am an officer or a director of \_\_\_\_\_ named in the  
within or annexed instrument (or caveat).
2. I am authorized by the corporation to execute the instrument (or caveat) without  
affixing a corporate seal.

SWORN before me at the \_\_\_\_\_ in the Province of Alberta  
this  
\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
A Commissioner for Oaths in and for the Province  
of Alberta

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## **2.7. Schedule of Quantities**

## 2.7.1 Schedule of Quantities

Project: Town of Peace River Walking Trail

Project Number: 17GEME6018

Phase: 1

Owner: Town of Peace River

Item No.	Description	Reference	Quantity	Unit	Unit Price	Extension
<b>Schedule "SO" - Site Occupancy</b>						
SO. 1	Site Occupancy	GC		days	\$ 1,500.00	\$
<b>Total Schedule "SO" - Site Occupancy</b>						\$
<b>Schedule "E" - Site Works</b>						
E. 1	Site Grading					
E. 1.1	Common Excavation - Waste	PRSS, GPCM 31 22 13, SC	3,850.0	m3	\$	\$
<b>Total Schedule "E" - Site Works</b>						\$
<b>Schedule "F" - Roadwork</b>						
F. 1	Granular Base - Supply and Install - 25mm					
F. 1.1	Granular Base - 300mm	PRSS, GPCM 31 22 13	3,000.0	m3	\$	\$
F. 1.2	200mm Depth - Subgrade Reinforcement	PRSS, GPCM 31 22 13, SC	600.0	m3	\$	\$
F. 2	Geotextile Fabric - Supply & Install (Nilex Woven 2006 or approved equivalent)	PRSS, GPCM 31 22 13, SC	11,000.0	m2	\$	\$
F. 3	Asphalt Prime Coat - Deletable	PRSS, GPCM 31 12 13.23, SC	11,000.0	m2	\$	\$
F. 4	Plant-Mix Asphalt Concrete Paving - Deletable					
F. 4.1	Type 6a - Asphalt Concrete Overlay (ACO) - 75mm	PRSS, GPCM 32 12 16.13, SC	9,000.0	m2	\$	\$
F. 5	Culverts - Supply and Install					
F. 5.1	600mm CSP Culvert	AT 2.4	7.0	L.M	\$	\$
F. 6	Guardrail and Guide Posts					
F. 6.1	Strong Post W-Beam Guardrail - Supply & Install	AT 2.19	296.0	L.M	\$	\$
F. 6.2	Cable Barrier - Supply & Install	AT 2.19	730.0	L.M	\$	\$
F. 7	Permanent Highway Signing					
F. 7.1	Sign - Supply & Install					
F. 7.1.1	RA-1 Stop Sign - 300mm x 300mm	AT 7.7, SC	3.0	ea	\$	\$
F. 7.1.2	RA-2 Yield Sign - 750mm x 600mm	AT 7.7, SC	4.0	ea	\$	\$
F. 7.1.3	WC-44T - 300mm x 600mm	AT 7.7, SC	4.0	ea	\$	\$
F. 7.1.4	WC-44L Trail Crossing - 600mm x 600mm	AT 7.7, SC	2.0	ea	\$	\$
F. 7.1.5	WC-44R Trail Crossing - 600mm x 600mm	AT 7.7, SC	2.0	ea	\$	\$
F. 7.1.6	Custom Sign - "Trail Close to Highway" - 600mm x 600mm	AT 7.7, SC	2.0	ea	\$	\$
F. 7.2	Wooden Posts					
F. 7.2.1	Supply & Install - 100mm x 100mm	AT 7.7	13.0	ea	\$	\$
<b>Total Schedule "F" - Roadwork</b>						
<b>Schedule "G" - Landscaping</b>						
E. 6	Topsoil Placement					
E. 6.1	Topsoil Placement - 100mm Depth	AT 2.6, SC	11,700.0	m2	\$	
E. 7	Seeding					
E. 7.1	Broad-Cast Seeding	AT 2.20, SC	11,700.0	m2	\$	
<b>Total Schedule "G" - Landscaping</b>						

**Tender Summary**

**Shaftesbury Trail Pedestrian Pathway**

Total Schedule "E" – Site Works

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Total Schedule "F" - Roadwork

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Total Schedule "G" - Landscaping

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**Shaftesbury Trail Pedestrian Pathway Tender Total**

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## 2.8. Tenderer’s Construction Schedule

The proposed project start dates and completion dates are as identified below:

<u><b>Start Date</b></u>	<u><b>Completion Date</b></u>
September 15, 2017	October 31, 2017

These dates are the anticipated dates at the time of tender and are subject to adjustment by the Owner as provided for in the Contract Documents. These dates are provided in order to identify the allotted measure of time allocated for the project.

The Tenderer is to provide their proposed construction schedule (with non-specific start date) indicating the timing of the major activities of the Work and must provide sufficient detail of the critical events and their inter-relationship to demonstrate the Work can be performed within the measure of time identified above.

The format of the Construction Schedule is to be a multi-line type graphical chart, preferably formulated using current scheduling software, identifying both concurrent and consecutive construction processes. This schedule is to illustrate the construction process without specific dates identified, but with a specific measure of time that can be applied to a varying start date. The Tenderer is to include their proposed construction schedule after this section, Section 2.8 – Tenderer’s Construction Schedule of the Tender documents.

A list of the minimum required milestone activities to aid in the formulation of the Tenderer’s construction schedule are provided below. The Tenderer can provide additional milestone activities as they feel necessary:

### Minimum Required Milestone Events

<u>Site Works</u>	<u>Roadwork</u>	<u>Landscaping</u>
Site Grading	Granular Base Guardrail and Guide Posts Permanent Highway Signing	Topsoil Placement Seeding

The Tenderer is to provide their proposed project start and completion dates in the spaces allocated below. These dates must coincide with the measure of time illustrated in the Tenderer’s proposed construction schedule and they must also meet the Completion Date identified above. Failure to meet this criteria may result in the tender being rejected.

The Tenderer must be aware that the actual project start date and completion date may differ from those proposed above and they must be able to facilitate changes to these dates within their project schedule.

**Shaftesbury Trail Pedestrian Pathway**

Contractor  
Proposed  
Start Date: \_\_\_\_\_

Contractor  
Proposed  
Completion Date: \_\_\_\_\_

### 3. CONTRACT AGREEMENT

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### 3.1. Parties

This Agreement made on the \_\_\_\_\_ day of \_\_\_\_\_

by and between

### **Town of Peace River**

**PARTY OF THE FIRST PART**, hereinafter called the "**Owner**"

and

**PARTY OF THE SECOND PART**, hereinafter called the "**Contractor**"

The Owner and the Contractor, for the considerations hereinafter named, agree as follows:

### 3.2. Scope of the Work

The Contractor hereby agrees to furnish all of the materials, except as otherwise specified to be supplied by others, and all of the equipment and labour necessary to perform all of the Work shown on the drawings and described in the specifications for the project entitled:

**SHAFTESBURY TRAIL PEDESTRIAN PATHWAY  
SITE WORKS, ROADWORK & LANDSCAPING  
17GEME6018**

for which drawings and specifications have been prepared by the Engineer of the Owner, *Beirsto & Associates Engineering Ltd.*, acting as, and referred to herein as the "Engineer".

### 3.3. Inclusions

The Schedule of Quantities, Special Conditions, General Conditions, Specifications & Drawings are annexed hereto and form part of this Agreement as fully to all intents and purposes as though recited in full herein, and whole shall constitute the Contract between the parties, and it shall endure to the benefit of and be binding upon them and their successors, executors, administrators and assigns.

### **3.4. Construction Commencement and Completion**

The Work to be performed under this Contract can commence immediately upon the date identified within the Notice to Proceed and is to be at the level of Construction Completion by the Completion Date identified below, with adjustments identified in Section 4.28 - Adjustment of Completion Dates of the General Conditions.

The dates identified below are the adjusted milestone dates that form the basis for the contracted project construction timeline. These dates are to be identified after closing of the Tender and prior to the signing of the contract by the Owner and the Contractor. These dates are subject to adjustments as provided for in the Contract Documents, however the given project duration identified in Section 2.7 – Tenderer’s Construction Schedule will not be adjusted.

**Start Date**

**Completion Date**

### **3.5. The Contract Sum**

The Owner shall pay the Contractor for the performance of the Contract subject to additions, deductions and changes provided herein, in current funds at the prices named in the Tender Form attached to and a part of these Contract Documents.

### **3.6. Security Deposit**

The Contractor hereby and herewith deposits with the Owner approved security deposits as follows:

- a) Performance Bond in the amount of
- b) Labour and Material Payment Bond in the amount of

It is the expressed understanding that the above security deposits shall be held and retained by the Owner as security for the due and faithful performance, observance and fulfillment by the Contractor of all the covenants, provisions, agreements, conditions and reservations in this Contract contained, on the part of the Contractor to be observed, performed, and complied with.

Upon the due and faithful performance, observances and fulfillment by the Contractor of all and every one of the terms, provisions, covenants, agreements, conditions and reservations herein contained, on the part of the Contractor to be observed and performed and complied with, the Contractor shall be entitled to receive again the said Surety deposited.

In the event of any breach, default or non-performance, being made or suffered by the Contractor, in or in respect of any of the terms of conditions, covenants, provisions, agreements, or restrictions herein contained which on the part of the Contractor should be

observed, performed or complied with, the Owner may at their option, if any indemnity bond has been deposited under the terms hereof, enforce said bond.

### **3.7. Agreement Supersedes**

In the absence of any Special Conditions or Addenda, this Agreement shall supersede all communications, negotiations, and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to this Agreement prior to the execution and delivery thereof.

### 3.8. Receipt of and Addresses for Notices in Writing

Notices in Writing will be addressed to the recipient at the address set out below. The delivery of a Notice in Writing will be by hand, by courier, by prepaid first class registered mail, or by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender. A Notice in Writing delivered by one party in accordance with this Contract will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or, if sent by prepaid first class registered mail, it shall be deemed to have been received seven (7) Working days after the date on which it was mailed. A Notice in writing sent by facsimile or other form of electronic communication shall be deemed to have been received once a confirmation of receipt is obtained by the sender. The confirmation of receipt can be in the format of either a verbal, written or electronic response. An address for a party may be changed by Notice in Writing to the other party setting out the new address in accordance with this Article.

**Owner:**

Business Entity	
Owner's Representative	
Address	
Facsimile Number	E-mail Address

**Contractor:**

Company Name	
Contractor's Representative	
Address	
Facsimile Number	E-Mail Address

**Engineer:**

Beairsto & Associates Engineering Ltd.	
Consulting Firm	
Kraig Gramlick, P.Eng.	
Name of Engineer	
10940 – 92 Avenue, Grande Prairie, AB T8V 6B5	E-Mail Address
Address	E-Mail Address
(780) 532 – 4739	kraigg@baseng.ca
Facsimile Number	E-mail Address

### 3.9. Contract Agreement

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement, the day and year first above written.

**SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:**

Witness to the Signature  
of the Owner

Owner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature and Seal

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

Witness to the Signature  
of the Contractor

Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature and Seal

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

### 3.10. Affidavit Verifying Corporate Signing Authority

I, \_\_\_\_\_ of \_\_\_\_\_ in  
the Province of Alberta makes oath and say:

1. I am an officer or a director of \_\_\_\_\_ named in the  
within or annexed instrument (or caveat).
2. I am authorized by the corporation to execute the instrument (or caveat) without  
affixing a corporate seal.

SWORN before me at the \_\_\_\_\_ in the Province of Alberta  
this  
\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
A Commissioner for Oaths in and for the Province  
of Alberta

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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## **4.1. Definitions**

### ***ACCEPTANCE CERTIFICATES***

“Construction Completion Certificate” (CCC) shall mean a certificate issued by the Municipality upon satisfactory and actual completion of the Work as per the purposes for which the Work was intended and for which it is being used. The issuance of this certificate shall mark the commencement of the Maintenance or Warranty period as defined further in this section. Such certificate may be issued with deficiencies, if such deficiencies are considered by the Engineer to be of a minor nature and do not impede the utilization of the Work. Some deficiencies may require the input of the municipality to determine whether or not they are minor and if the Work can be accepted without their immediate correction.

“Final Acceptance Certificate” (FAC) shall mean a certificate issued by the Engineer and approved by the Owner, within fourteen (14) days of the expiration of the Maintenance or Warranty period provided all conditions of the Contract have been met by the Contractor. Generally, the issuance of this certificate shall relieve the Contractor of all their contractual obligations and the Contract shall be considered as closed.

### ***ADDENDUM***

“Addendum” is a written communication issued from the office of the Engineer informing of changes to be made in the Work before the end of the period allowed for receiving tenders.

### ***ADD-DELETE WORK***

“Add-Delete Work” shall mean Work within the original scope of the Contract but with increased or decreased quantities and/or modifications to the location, as determined by the Engineer. Generally, advisement is done through a Add-Delete Work Order.

### ***BUILDER’S LIEN ACT***

“Builder’s Lien Act” - shall mean the Builder’s Lien Act, R.S.A. 1980, Chapter B-12 and amendments / updates made thereto.

### ***BULLETIN***

“Bulletin” is a written communication issued from the office of the Engineer informing of changes to be made in the Work. A Bulletin is issued prior to the end of the period allowed for receiving tenders and such changes do not alter the amount of the Contract sum.

### ***CERTIFICATES OF PAYMENT***

“Progress Payment Certificate” (PPC) shall mean a certificate issued periodically by the Engineer to the Owner, based on which payments on account are made to the Contractor.

***CERTIFICATE OF SUBSTANTIAL PERFORMANCE***

“Certificate of Substantial Performance” shall mean, without limiting the definition in the Builders’ Lien Act, a document issued by a Contractor or Sub-Contractor for purposes of holdback release as per the terms and conditions of such Act. Certificate(s) of Substantial Performance are not applicable to Work carried out under the Public Works Act.

***CHANGE ORDER***

“Change Order” is a written document issued by the Engineer describing the Work and authorizing an estimated amount by which the Contract sum is to be substantially altered as a result of changes in quantities, modifications to the Work, or addition of Extra Work. Such statement, including authorization to proceed with the Work, shall be delivered to the Contractor prior to the Work being undertaken.

***COMPLETION DATE***

“Completion Date” shall be the date by which the Work is required to be at the level of Construction Completion, this being at the level of completion warranting the issuance of a CCC.

***COMPLETION LEVELS OF WORK***

“Substantial Performance” shall mean a level of completion meeting the terms and conditions stipulated in the current edition of the Builders’ Lien Act, and warranting the issuance of a Certificate of Substantial Performance by the Contractor or Sub-Contractor. Substantial Performance is only applicable to release of holdback, will not necessarily result in the issuance of a CCC, and does not apply in any aspect for Work done under the Public Works Act.

“Construction Completion” shall mean a level of completion warranting the issuance of a CCC with or without deficiencies. If a CCC is issued with deficiencies, the Engineer shall specify a time frame for the total correction of all deficiencies, as solely determined by the Engineer acting reasonably. Failure to meet the specified time frame for correction will result in the revocation of the current CCC in its’ entirety, and will further result in the Maintenance or Warranty period commencing only upon the date of the total correction of all deficiencies and the issuance of a new CCC.

“Final Completion” shall mean a level of completion wherein all the contractual obligations of the Contractor have been fully met. This shall include the successful conclusion of all repairs to the Work under Maintenance or Warranty obligations at time of expiration of the Maintenance or Warranty period; and as officially confirmed by the issuance of a FAC by the Engineer and the approval by the Owner.

***CONTRACT OR CONTRACT DOCUMENTS***

“Contract” shall mean the written agreement covering the performance of the Work and the furnishing of the necessary labour, equipment and material in the prosecution of the Work. This shall include without limiting the generality of the foregoing, the tender, Contract form, Contract bonds, Plans, Specifications, Special Conditions, notices, addenda, supplemental specifications, specification amendments and all supplemental agreements / work orders required to complete the Work.

***CONSULTING ENGINEER***

"Consulting Engineer" shall mean a professional engineering firm retained by the Owner to be responsible in total or in part for the design, horizontal and vertical layout, testing, and inspection of the Work, certification of the quality of the Work including the preparation of accurate record drawings; and performing these and other such duties as may be called for in connection with the provision of Municipal Services as set out in the pertinent Municipality's standards. The Consulting Engineer must be a firm applicable to and qualified for the project to be undertaken, and licensed to practice in the Province of Alberta.

***CONTRACT***

"Contract" shall mean the written agreement covering the performance of the Work and the furnishing of labour, equipment and material in the construction of the Work, and shall include without limiting the generality of the foregoing, the tender, Contract form, Contract bonds, plans, Specifications, special conditions, notices, supplemental Specifications, specification amendments and all supplemental agreements required to complete the Work.

***CONTRACT DOCUMENTS***

"Contract Documents" shall mean and include the complete set of documents, Specifications, drawings and Bulletins incorporated therein, as listed in the Table of Contents.

***CONTRACTOR***

"Contractor" wherever used in these documents shall mean the party of the second part, as named in the Contract Agreement, who has been duly appointed and authorized by the Owner to proceed with the Work as outlined herein.

***DEFICIENCY***

"Deficiency" shall mean completed Work as determined by the Engineer, which is being used for what it was intended, but does not fully meet the Conditions or Specifications of the Contract.

***ENGINEER***

"The Engineer" shall mean the Municipal Engineer of the Owner or their duly appointed representative in the manner pertaining to the Work covered by this Contract Agreement.

***EQUIPMENT OR PLANT***

"Equipment" or "Plant" shall mean anything and everything except persons used by the Contractor in the performance of the Work and except material as defined herein.

***EXTRA WORK***

"Extra Work" shall mean Work outside the original scope of the Contract, as determined by the Engineer, and generally authorized in writing by a Change Order.

***FIELD MEMORANDUM***

“Field Memorandum” is a written communication from the Engineer and/or the Consulting Engineer, delivered at the site to the Contractor.

***HEREIN AND HEREOF***

“Herein” and “Hereof” and similar expressions wherever used in the Contract Documents shall relate to the whole of the Contract Documents and not to any one (1) paragraph alone, unless the context specifically requires it.

***IMPLIED PROVISIONS***

In the Contract:

- a) words importing male persons include female persons and corporations;
- b) words in the singular include the plural and words in the plural include the singular;
- c) the applicable law shall be the law of the Province of Alberta;
- d) time shall be of the essence;
- e) headings and subheadings are not substantive and are inserted for convenience of reference only.

***MAINTENANCE OR WARRANTY PERIOD***

“Maintenance” or “Warranty Period”, however it is referenced within the Contract Documents, shall be a minimum two (2) year period of time immediately following the date stated in the Construction Completion Certificate or the period of time from the date stated in the Construction Completion Certificate to the date the Final Acceptance Certificate is issued, whichever is greater. During this time the Contractor shall warrant the Work to be free from any defect or failure due to the Contractor’s neglect, faulty workmanship or faulty material supplied under the Contract and to withstand climatic, maintenance, and normal operational conditions. Routine maintenance of defective Work by the Contractor, solely at the Contractor’s cost, may be required if such maintenance is deemed necessary by the Owner to protect the interest or interests of the Public, and shall be so undertaken until such time as the Work is fully corrected.

***MATERIAL OR MATERIALS***

“Material” or “Materials” shall, unless otherwise specified, mean anything and everything other than persons or the Contractor’s equipment which is manufactured, processed, or transported to the site, or existing on the site, and incorporated into the complete Works.

***MUNICIPAL AUTHORITY***

“Municipal Authority” shall refer to the Approving Authority and/or jurisdiction under which the project is geographically located.

***MUNICIPALITY***

“Municipality” shall mean the County, City, Town, Village or Territory having jurisdiction over the municipal infrastructure maintenance and improvements in the area the Work is being completed.

***OWNER***

“Owner” means a person having an estate or interest in land at whose request, express or implied, and

- a) on whose credit;
- b) on whose behalf;
- c) with whose privity and consent; or
- d) for whose direct benefit;

Work is done on or material is furnished for an improvement to the land and includes all persons claiming under them whose rights are acquired after the commencement of the Work or the furnishing of the Material.

***OTHER CONTRACTOR***

“Other Contractor” wherever used in these documents means any person or firm or corporation employed by or having a Contract directly or indirectly with the Owner other than through the Contractor.

***PERSON OR PERSONS***

“Person” or “Persons” shall mean individuals, corporations, partnerships and all other legally existing entities.

***PROJECT***

“Project” shall mean, without restricting the generality of the foregoing, the boundaries of the Work as defined by the Engineer and as limited to that which is contracted herein, subject to extensions or revisions as allowed in this Contract.

***PROJECT MANAGER OR PROJECT SPONSOR***

“Project Manager” or “Project Sponsor” shall mean the agent or official assigned by the Engineer to the Work, acting within the scope of the particular duties entrusted to them.

***PRIME CONTRACTOR***

“Prime Contractor” is the Contractor who is responsible for Work activity and safety on site to establish and maintain a system or process that will ensure compliance with the latest amended Occupational Health and Safety Act.

***PROGRESS PAYMENT CERTIFICATE***

“Progress Payment Certificate” shall mean a certificate issued periodically by the Engineer, based on which payments on account are made.

***SPECIFICATIONS***

“Specifications” shall include all specifications and the directions, schedules, special provisions and requirements contained herein, together with all written agreements made or to be made, pertaining to the method and manner of performing the Work, or to the quantities or quality of Material to be furnished under the Contract.

***SUB-CONTRACTOR***

“Sub-Contractor” wherever used in these documents includes only those having a direct Contract with the Contractor and it includes one who furnishes material worked to a special design according to the plans or specifications of this Work but does not include one who merely furnishes material not so worked.

***SUBSTANTIAL PERFORMANCE***

“Substantial Performance” shall have the same definition as is provided by Sections 2 of the Builders’ Lien Act, current edition.

***SURETY***

“Surety” shall mean the Company bound with the Contractor to provide security, respectively, for one or more of:

- a) the due performance of the Contract;
- b) the payment in full for all items of labour and materials used or reasonably required for use in the performance of the Contract;
- c) the repair of any damage to or failure in the Work to which the Contract relates and for which the Contractor is responsible under the Contract.

The Company must be licensed to do business in the Province of Alberta.

***TENDERER***

“Tenderer” shall mean any individual, partnership, or corporation submitting a tender for the Work contemplated, acting directly or through a duly authorized representative.

***WORK ORDER***

“Work Order” is a written statement issued by the Engineer authorizing an estimated amount by which the Contract sum is to be altered as a result of changes in or additions to the Work. Such statement, including authorization to proceed with the Work, shall be delivered to the Contractor by either an Addendum or Field Memorandum.

***WORK OR WORKS***

“Work” or “Works” shall mean, unless the context otherwise requires, all or any part of the Work to be performed under this Contract, whether complete or incomplete, as originally set forth or as revised by the Engineer. Work shall mean to include any and all Materials, labour, equipment supplied by or for the Contractor; and all matters and things required to be done, furnished, and performed by the Contractor as Work under this Contract.

### ***WRITTEN NOTICE***

“Written Notice” shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to one office of the corporation for whom it is intended or if delivered at or sent by registered mail to the last business address known to the person who gives the Notice.

## **4.2. Intent of Contract Documents**

The Contract Documents shall be signed in quadruplicate by the Owner and the Contractor. The intent of the Contract Documents is that the Contractor shall provide all necessary permits, processes, materials, supervision, labour, equipment, and all else necessary for the proper execution of the Work unless specifically noted otherwise. The Contractor shall do all the Work shown on the drawings and described in the Specifications and all incidental Work necessary to complete the Work outlined in the Contract.

## **4.3. Drawings and Specifications Furnished**

Except as provided for otherwise, a maximum of two (2) copies of drawings and specifications for the execution of the Work shall be furnished to the Contractor without charge.

Additional instructions may be issued by the Engineer during the progress of the Work by means of drawings or otherwise for clarification of the drawings and specifications, or as may be necessary to explain or illustrate changes in the Work to be done. One (1) complete set of drawings and specifications shall be maintained at the job site and shall be available to the Engineer at all times.

## **4.4. Shop Drawings**

The Contractor shall furnish to the Engineer, at proper times, all shop and setting drawings or diagrams which the Engineer considers necessary in order to clarify the Work intended or to show its relation to adjacent Work of other trades. The Contractor shall make any changes in such drawings or diagrams which the Engineer may require consistent with the Contract, and shall submit sufficient copies of the revised prints to the Engineer for approval, following which three (3) copies shall be returned to the Contractor if approved by the Engineer.

When submitting shop drawings and setting drawings, the Contractor shall notify the Engineer in writing of changes made therein from the Engineer's drawings or specifications.

The Engineer's approval of such drawings, or of the revised drawings shall not relieve the Contractor from responsibility for errors made by the Contractor therein or for changes made from the Engineer's drawings or specifications not covered by the Contractor's written notification to the Engineer.

## **4.5. Document Conflict**

In case of any inconsistency or conflict between the provisions of the Contract Documents, the provision of such documents thereto shall take precedence and govern in the following order:

- a) Change Order
- b) Addenda
- c) Special Conditions
- d) Contract Agreement
- e) General Conditions
- f) Detail Specifications
- g) Drawings
- h) Tender Form
- i) Instructions to Tenderer
- j) Notice to Tenderers
- k) All Other Documents

Figured dimensions on the drawings take precedence over measurement scale from the drawings, and large scale drawings take precedence over those of smaller scale. In case of conflict in materials and methods, the specifications govern. Supplementary drawings and specifications supersede their antecedents. In case of conflict between figured dimensions on a drawing and the dimensions of a specified product, the dimensions of the specified product govern. The drawings and specifications complement each other and anything called for by one shall be as binding as if called for by both.

## **4.6. Discrepancies**

Any discrepancy found between the drawings and specifications or any errors or omissions in the drawings and specifications shall immediately be reported to the Engineer who shall promptly correct such error or omission in writing. Any Work done after discovery of such discrepancy errors or omissions shall be done at the Contractor's risk.

## **4.7. Material Tests and Mix Designs**

The Engineer will inform the Contractor of the Geotechnical Engineering Consulting firm designated for the project materials testing. It is the responsibility of the Contractor to ensure the Geotechnical Engineering Consulting firm's representative is informed of the daily project progress so the required sampling, testing and inspections can be scheduled. The Contractor is responsible to remain in contact with the Geotechnical firm and to ensure the various sampling, testing and inspection results are obtained by the Engineer in a timely manner. The cost of providing the foregoing beyond the extent called for in the



specifications shall be charged to the Contractor with the initial costs being the responsibility of the Owner. The Work shall be in accordance with approved material tests and mix designs.

#### 4.8. Survey Markers

The intended locations of the Works shown on the drawings are approximate unless location dimensions are shown. The exact location will be established by the Engineer on the site through the provision of survey markers.

The Contractor must ensure they are satisfied as to the correctness and meaning of the provided survey markers before commencing the Work. No claim will be allowed on account of alleged inaccuracies, unless the Contractor notifies the Engineer thereof in writing in time for the Engineer to verify or check such markers before the Work is commenced.

The Contractor shall provide reasonable and necessary opportunities and facilities to enable the Engineer to complete the surveys. The Contractor shall not proceed until they have made timely demands upon the Engineer for, and has received from the Engineer, such points and instructions as may be necessary for the Work to progress. The Contractor is required to provide upon request an assistant to the Engineer for the purpose of verifying grades, elevations and distances as required and deemed necessary by the engineer.

The Contractor shall assume responsibility for detailed dimensions and elevations measured from the supplied survey markers.

The Engineer shall provide the Contractor with the following survey markers for the indicated project components:

<b><i>Project Component</i></b>	<b><i>Description</i></b>		<b><i>Provision</i></b>
General	Site benchmarks to be provided as dictated by the extents of the project.		~100m separation
Underground	Alignment staking and offset to structures and fittings		1 Set
Siteworks	Stripping Limits		1 Set
	Grading	Initial	1 Set
		Intermediate	1 Set
		Final	1 Set
Concrete Curbs, Gutters, Sidewalks	Baseline for each alignment/profile	Alignment/Profile Examples: Monolithic concrete structures, separate sidewalk, trails/paths (one side only)	1 Set
<b><i>Project Component</i></b>	<b><i>Description</i></b>		<b><i>Provision</i></b>

Roads Asphalt Trails Ditches	Baseline for each alignment/profile	Alignment/Profile Examples: Road Centreline, Trails/paths (one side only), ditches		1 Set
	Roads with ditch	Baseline		1 Set
		Road Centreline		1 Set
		Gravel Staking (where required)		1 Set
		Culvert Staking		1 Set
		Final Grade Stakes	Road Shoulder	1 Set
Toe of Shoulder	1 Set			
Landscaping	Final Grade Stakes		1 Set	

The above is the standard distribution of survey markers that can be expected to be provided on projects. Additional survey may be provided on a case specific basis where the above does not provide adequate coverage. These instances may be identified in the special conditions of the contract and/or will be discussed in detail at the pre-construction meeting.

The Contractor is to make survey requests and direct any survey related questions or comments towards the Inspection Manager, Inspection Supervisor and/or the Project Party Chief. Requests made by the Contractor must take into consideration the following:

- a) 48 hours' notice should be provided to the engineering representative for survey required when possible;
- b) The scope of survey work requested by the Contractor must warrant the allocation of survey personnel to the project.
- c) The site must be ready for the survey crew(s) to enter and install survey markers at the time requested by the Contractor.

Beirsto & Associates Engineering Ltd. survey crews will carry out all reasonable survey requests in a timely manner inclusive of general baseline maintenance. The Contractor is requested to carefully preserve all provided survey markers. In the case where wilful or careless destruction or disturbance of survey markers occurs, unreasonable and excessive survey requests occur and/or the Contractor does not provide an effective site grades person the Contractor could be responsible for compensating the Engineer at the going hourly rate for the survey personnel utilized/impacted and disbursements for survey materials (i.e. lathe and hub).

#### **4.9. Local Conditions**

The Contractor shall by personal inspection, examination, calculation, or testing; satisfy themselves with respect to the local conditions to be encountered and the quantity, quality, and practicability of the Work. No verbal agreement or conversation with any officers, agent or employee of the Owner, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained.

A geo-technical report of the site may be available to the Contractor upon request.

#### **4.10. The Engineer and the Contractor**

The Engineer is in the first instance the interpreter of the Contract and judge of its performance. Subject to the following two paragraphs of these General Conditions, the Contractor shall have complete control of their operation or operations at the site.

The Engineer shall have the authority to stop the Work whenever such stoppage may be necessary, in the Engineer's reasonable opinion, to ensure the proper execution of the Contract or that there exists a danger to life or property.

Should the Contractor hold any decision of the Engineer to be at variance with the Contract, or to be in error, the Contractor may refer any dispute to arbitration in accordance with the arbitration section of these General Conditions.

#### **4.11. Supervision**

The Contractor shall keep on the Work, during this progress, a competent superintendent and any necessary assistants, all satisfactory to the Engineer. The superintendent shall not be changed without the consent of the Engineer unless the superintendent proves to be unsatisfactory to the Contractor or ceases to be in the Contractor's employ. The superintendent shall represent the Contractor in their absence and directions on minor matters given to them shall be held to be given to the Contractor. Important decisions shall be given in writing to the Contractor. The Contractor shall give efficient supervision to the Work using their best skill and attention.

The successful Contractor must have a representative on call or standby for twenty-four (24) hours a day for the duration of the Contract. The Contractor will supply the Engineer in writing with the name, residing address and telephone number of the standby representative for use in case of emergencies.

#### **4.12. Project Meetings**

##### ***PRE-CONSTRUCTION MEETING***

A mandatory meeting will be held prior to the start of construction. This meeting will be scheduled in a timely manner by the Engineer after the Contract is awarded. This meeting will be held at the Engineer's office or at an alternate location arranged by the Engineer. It is required that the following people be in attendance at the pre-construction meeting:

- a) Engineer as the Owners representative;
- b) Project Manager;
- c) Engineer's Field Inspector;
- d) Project Survey Party Chief;
- e) Contractor's Superintendent;
- f) Sub-Contractor's Superintendent;

Without the above representatives in attendance at the meeting, the pre-construction meeting will not proceed, and therefore construction will not commence.

If it is decided during the pre-construction meeting that a site meeting is required prior to the start of construction, this will be scheduled at the pre-construction meeting and construction will not start until the site meeting has been completed with the same attendees present.

### ***PROGRESS MEETINGS***

Progress meetings will be scheduled by the Project Engineer as required. Accommodation for progress meetings shall be provided by the Contractor at or near the site. The Engineer shall give to all parties advance notice of the meeting dates, times and locations. The Contractor shall have in attendance the Field Superintendent / Site Foreman and, if requested by the Engineer, representatives of the Sub-Contractors. The Engineer shall also have the Project Manager and/or the Field Manager in attendance. The Owner may have a representative in attendance. Notes of the meeting will be taken by the Engineer and copies will be distributed to attendees.

All cost associated with progress meetings shall be considered incidental to the Work described elsewhere and no extra payment will be made for claims in this regard.

## **4.13. Sub-Contractors**

The Contractor shall, as soon as possible after Notice of Award, notify the Engineer in writing of the names of Sub-Contractors not identified in the Schedule of Quantities, and shall not employ any that the Engineer may, within a reasonable length of time, object to as incompetent or unfit. Nothing in the Contract Documents shall create any contractual relation between the Sub-Contractors and the Owner. The Contractor agrees that they are fully responsible for acts or omissions of their Sub-Contractors, and of a person or persons directly or indirectly employed by them. The Engineer shall upon request furnish to any Sub-Contractor, whenever practical, evidence of the amount certified to their account. None of the Work contemplated under this Contract shall be sublet to other Contractors without the written permission of the Owner.

## **4.14. Other Contracts**

The Owner reserves the right to enter into other contracts that are directly related with this project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly connect and coordinate their Work with that of the other Contractors.

If any part of the Contract Work depends for proper execution and results on the Work of any other Contractor, this Contractor shall inspect and promptly report to the Engineer any defects in such Work that render it unsuitable for the proper execution and results. The Contractor's failure to inspect and report shall constitute an acceptance of the other Contractor's Work as fit and proper for the reception of their Work, except as to defects which may develop in the other Contractor's Work after the execution of the Work.

To ensure the proper execution of the Contractor's Work, they shall measure Work done by others and shall at once report to the Engineer any discrepancy between the executed Work and drawings.

#### **4.15. Material Supplied by the Contractor**

The Contractor shall use materials of Canadian manufacture to the fullest extent practical. The Contractor shall supply all materials unless it is especially stipulated to the contrary. Materials used in the Work shall meet the requirements of the specifications, or where not detailed in the specifications, shall be to the Engineer's satisfaction. Unless otherwise specified all materials shall be new.

The Contractor is required to provide the Engineer with a materials list for all materials that are to be used in the proposed Work. In addition, the Contractor is required to provide the Engineer with documentation identifying the quantity of materials being delivered to site for either immediate use in the Work or for storage on the Work site. Failure to provide this information to the Engineer at the time the materials are delivered to site may result in the Engineer rejecting the materials from being permitted on the Work site and/or used in the proposed Work. The Contractor must provide the Engineer with a minimum of twenty-four (24) hours' notice when they are scheduling a component of Work where large quantities of materials are to be delivered to Work site (such as the delivery of base course material and/or asphaltic concrete pavement). The notification is required so the Engineer can schedule personnel to be present on site to receive the material information for each delivery unit to the Work site.

Schedules of piping, fittings, reinforcing, or other materials indicating quality and/or dimension, which are shown on the drawings or in the applicable section of the specifications, are intended only to assist the Contractor in their quantity takeoff. Quantities and dimensions shown therein are not guaranteed to be accurate and shall be checked by the Contractor prior to placing an order for such material.

Any requests the Contractor may have regarding materials equal to those specified, or any substitutions of materials, shall be brought to the Engineer's attention prior to the date of tender closing. Sufficient time shall be allowed for the Engineer to evaluate whether the proposed materials or changes are acceptable within the required specifications of the Contract.

Should the Contractor or supplier wish to use another product prior to tender or during construction that is not specified, the Contractor shall provide to the Engineer and the Municipality, upon request, a portion or all of the following information:

- a) sample of the product if logistically possible;
- b) documentation showing CSA and ASTM and/or AWWA certification;
- c) Three letters of recommendations from previous nonpartisan users of the product;
- d) Ten (10) individuals, companies or institutions who have used the product including phone numbers and addresses;
- e) a field of history of over three (3) years of successful implementation.

The product information so submitted by the Contractor will be jointly reviewed by the Engineer and the Municipality. A decision will be made as to the suitability of this product. Providing information alone does not guarantee use of that product for construction.

Unless otherwise stipulated, the Contractor shall provide all water, light and power, and gas necessary for the execution of the Work.

#### **4.16. Materials by Owner**

The Owner will provide only such materials as are specifically listed as being supplied by the Owner.

Immediately after Contract execution, materials supplied and delivered by the Owner to the site prior to Contract execution, or stockpiled at another designated location but dedicated to this site, the Contractor shall be required to examine such materials for quality and defects. The same shall apply to materials delivered following execution of the Contract. The Contractor shall sign a statement of materials' acceptance specifically listing materials and quality thereto, and noting all defective material. In so accepting these materials, the Contractor shall assume responsibility for their protection and, except for latent defects not reasonably noticed at the time of examination, for their quality.

Unless otherwise specified, the Contractor shall take delivery of materials supplied by the Owner at the point of delivery nearest to the Works. The Contractor shall, at their own cost, pay all demurrage, insurance, standby charges, and other unloading costs, and costs of transporting such material from the point of delivery to the site. The Contractor shall verify the delivery dates of materials provided by the Owner and shall arrange Work Schedules to comply therewith.

#### **4.17. Material Storage**

The Contractor at their own cost shall store all materials provided for the Work either by themselves or the Owner, until they have been incorporated into the completed Works. Storage of materials shall be confined to the immediate Work area and no stockpiling of materials in advance of this area is allowed unless otherwise provided in the Contract. Materials shall be stored in such a manner so that pedestrian and property safety is not compromised. The storage of materials shall not obstruct normal pedestrian flows and shall not interfere with traffic movement adjacent to the Work area.

Material shall be so stored as to ensure the preservation of their quality and fitness for the Work, and shall be protected from vandalism and theft. Storage material shall be located so as to facilitate prompt inspection. Faulty materials shall not be stored on the site.

#### **4.18. Rejected Work and Materials**

All materials which do not conform to the requirements of the Contract Documents, are not approved by the Engineer, or are in any way unsatisfactory or unsuited for the purpose for which they are intended, will be rejected. Any defective Work, which shall include materials, whatever the cause thereof, and without limiting the generality of the foregoing,

whether the result of poor workmanship or use of defective material, shall be removed within ten (10) days after written notice is given by the Engineer, and the Work shall be re-executed by the Contractor. The removal of Work and the re-execution thereof shall be at the expense of the Contractor, and the Contractor shall pay the cost of replacing the Work which shall include materials of other Contractors destroyed or damaged by the removal of the rejected Work or materials and the subsequent replacement with acceptable Work. The fact that the Engineer may have previously overlooked such defective Work shall not constitute an acceptance.

Repeat or corrective Work made necessary by adverse weather, or failure of the Contractor to adequately protect the Work during the prosecution of the Work, shall be at the Contractor's expense.

If, in the opinion of the Engineer, it is not expedient to re-excavate defective Work, the Owner may deduct from the Contract price the difference in value between the Work done and that called for by the Contract, the amount of which shall be determined by the Engineer.

#### **4.19. Owner's Right to Correct Deficiencies**

Upon failure of the Contractor to perform the Work in accordance with the Contract Documents, and ten (10) days after written notice to the Contractor, or without notice if an emergency or danger to the Work or public exist; the Owner may, without prejudice to any other remedy the Contractor may have, take action to have such deficiencies corrected. The cost of Work performed by the Owner in correcting deficiencies shall be paid by the Contractor.

#### **4.20. Protection of Work and Property**

The Contractor shall verify limits of construction with the Engineer prior to commencement of construction.

The Contractor shall continuously maintain adequate protection of all their Work from damage and shall protect the Municipality's and/or Owner's property from injury or loss arising in connection with this Contract.

It is the intention of the Contract to minimize the extent of damage to areas surrounding the immediate Work sites. The Contractor shall take whatever means are necessary to minimize this damage at no extra cost to the Owner. The Contractor shall make good any such damages, injury or loss and shall be responsible for any costs incurred to rectify such damages.

The Contractor shall provide and maintain at their cost all passage ways, detours, guard fences, lights and other facilities for protection required by public authority and local conditions.

In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instructions or authorizations from the Engineer, shall act, at

their discretion, to prevent such threat, loss or injury, and the Contractor shall so act, without appeal if so instructed or authorized.

4.20.1. **Non-Municipality Utilities and Structures**

At a minimum of one week prior to commencing any excavation, the Contractor will notify the utility companies of the location and the nature of the Work to be undertaken. The Contractor will investigate and determine the location of all applicable overhead and buried utilities including, but not limited to, the following:

- a) Telephone Lines
- b) Power Lines
- c) Gas Lines
- d) Telegraph and Signal Lines
- e) Cablevision Lines
- f) Pipelines

The Contractor at their expense is to conduct their operations in accordance with the requirements of the utility authorities having jurisdiction.

4.20.2. **Traffic Accommodation – Motor Vehicular**

- a) Minor Interruption - Barricade Permits shall not be required for minor traffic interruptions although the Contractor must comply with traffic signing, control, and safety processes as required by the Municipality. Generally this shall apply to local roads and short term delays.
- b) Moderate Interruption - Barricade Permits may be required. The Contractor shall consult with the Engineer to determine the need for a permit application. Generally this shall apply to minor collector roads and intermediate term delays.
- c) Major Interruption - Barricade Permits shall be required. The Contractor shall complete and provide to the Engineer an application 48 hours in advance of the Work. Under no circumstances are detour signs to be installed, removed, or relocated by the Contractor unless specifically approved to do so by the Engineer. Generally this shall apply to roads designated as major collectors or higher, and the disruption is expected to be long term.

Unless special permission is obtained from the Municipality through the Engineer, traffic shall not be completely blocked off for more than three (3) blocks at any one time. Necessary signs, barricades and signal men shall be provided by the Contractor in order to direct and protect the public. Service stations, garages and businesses of such nature that depend on vehicle trade, must be given special consideration in order to prevent excessive or unnecessary financial loss due to blocked traffic.



4.20.3. **Municipality Utilities and Structures**

Prior to commencement of any Work in a construction area, it is the Contractor's responsibility to inspect and check the condition of all affected valves, manholes, catchbasins, or any other Municipality appurtenances including legal iron posts, lot pins and Survey Control Monuments. Deficiencies or damages are to be noted and such documentation to be forwarded to the Engineer three (3) work days prior to the start of Work in the area. Failure to complete such an inspection, or failure to provide the Engineer with deficiency or damage documentation, shall constitute acceptance by the Contractor. The Contractor, having accepted such items, shall be required to restore such items to a condition satisfactory to the Engineer at the Contractor's own expense.

**4.21. Workers' Compensation Regulations**

The Contractor shall ensure compliance, including payments due thereunder, on their part and on the part of all their Sub-Contractors, with the Workers' Compensation Act and Regulations thereunder, especially provisions having to do with the prevention of accidents and disease and the provision of safe working conditions.

At any time during the term of the Contract, when requested by the Engineer, the Contractor shall provide such evidence of compliance by themselves and their Sub-Contractors.

In any case where pursuant to the provisions of the Workers' Compensation Act, the Workers' Compensation Board orders the Contractor, or one of their Sub-Contractors in respect to their operations under this Agreement to cease operations because of failure to install or adapt safety devices or appliances or methods directed by order of the Board, or required by the Act or Regulations thereunder, or because the Board is of the opinion that conditions or immediate danger exists that would be likely to result in injury or to any person, the Engineer shall have the authority to stop the Work under the section pertaining to the Engineer and the Contractor.

**4.22. Lands by Owner**

The Owner shall provide lands upon which the Work is to be performed. Where Work is to be performed on lands owned by others, the Owner shall obtain the necessary easements or right-of-ways.

**4.23. Lands by Contractor**

Any lands other than those which the Work is to be performed which may be required for temporary facilities, storage purposes or access to the Work site, other than those provided by the Owner, shall be provided by the Contractor with no liability to the Owner.

#### **4.24. Permits and Regulations**

The Contractor shall, at their own expense, procure all permits, certificates and licenses required by law for the execution of the Work and shall comply with all federal, provincial, and local laws, regulations and ordinances affecting the execution of the Work.

The Contractor shall make all arrangements with the local authorities, Alberta Infrastructure / Transportation, and the operating department of the railways for detours, traffic signs, traffic lights and/or signals, as required, prior to and during construction of the Works under or across highways and railway right-of-ways and shall be responsible for all operations and maintenance and costs of same.

#### **4.25. Notice to Proceed**

Following the execution of the Contract Agreement by the Contractor, written Notice to Proceed with the Work shall be given to the Contractor by the Owner. The Contractor is allowed to commence Work on or any time after the date identified within the Notice to Proceed and shall prosecute the Work regularly and without interruption thereafter, unless otherwise directed in writing by the Engineer, in such manner as to secure the completion of the Work contracted for within the time stated in the Contract Agreement. Time shall be the essence of the Contract.

#### **4.26. Construction Commencement and Completion**

The Work to be performed under this Contract is to be commenced as indicated within Section 4.25 – Notice to Proceed. The Work must be to the point of Construction Completion by the Completion Date identified within Section 3.4 – Construction Commencement and Completion of the Contract Documents subject to the adjustments identified within Section 4.28 – Adjustment of Completion Dates.

#### **4.27. Construction Schedule**

The Contractor shall:

- a) Revise and resubmit to the Engineer the detailed Construction Schedule submitted as part of the tender documents (Section 2.8 - Tenderer's Construction Schedule) one week prior to the Pre-Construction meeting. This schedule, once revised and deemed acceptable by the Engineer will be the Contractor's proposed construction schedule and will form part of the Contract Documents.
- b) Monitor the progress of the Work relative to the construction schedule and update the schedule on a weekly basis or as requested by the Engineer; and
- c) Advise the Engineer of any revisions required to the schedule as a result of inclement weather and/or addition of Work to the contract through either a change order or and Add/Delete Work Order.

The construction schedule referred to above must satisfy the requirements identified in Section 2.8 - Tenderer's Construction Schedule and demonstrate the Work will be

performed in conformity with the dates and subject adjustments identified within Section 3.4 – Construction Commencement and Completion.

#### **4.28. Adjustment of Completion Dates**

The Engineer as the Owner's representative will adjust the specified Contract completion date and/or interim completion date as applicable under the following conditions only. These conditions also apply in situations where a completion date has been previously adjusted by the Engineer as the Owner's representative:

- a) The Contractor submits a written request to the Engineer as soon as possible after the occurrence of the circumstance giving rise to the request and not later than fourteen (14) days after the occurrence of the circumstance. Failure to submit a request within this prescribed time period will prejudice the Contractor's right to receive an adjustment to the completion date, unless the Contractor can demonstrate to the satisfaction of the Owner that such delay did not prejudice the ability of the Owner to validate the request; and
- b) The written request is accompanied by an adjusted detailed schedule of the Contractor's work to enable completion on the requested adjusted date; and
- c) The reason for the request, stated in the request, is one or more of the following:
  - i. Where Extra and/or Add-Delete Work as herein provided, is added to the Work under this Contract increasing the original Contract Work. This is further identified within Section 4.47 – Changes in the Work;
  - ii. Where Unclassified Work is required to be performed and an adjustment of the completion date is required as identified within Section 4.48 – Unclassified Work;
  - iii. Where delay occurs in the progress of the Work as a result of the act of negligence of the Owner;
  - iv. The work site is not available to the Contractor through no fault of the Contractor;
  - v. There is a delay in the availability of materials which are to be supplied by the Owner;
  - vi. The Engineer suspends the Work;
  - vii. Where the Work is suspended as provided for in Section 4.32 - Contractor's Right to Terminate Contract;
  - viii. There is a delay resulting from an order of a court, or from strikes or lock-outs;
  - ix. Where, in the opinion of the Engineer, the Contractor is entitled to an extension of time;
- d) The circumstances precipitating the request occurred prior to the completion date and the Contractor demonstrates to the satisfaction of the Engineer that the circumstance impacted the overall project schedule, preventing completion of the Contract by the specified interim or Contract completion date. If an adjustment to a completion date is granted by the Owner, the Engineer as the Owner's

representative will delete the time period between November 1 and April 30 of the next calendar year in setting the adjusted completion date. For example, where the specified completion date is October 15, and the extension is to be 20 days, then the adjusted completion date will be May 4, of the following year.

- e) A claim for an extension of the Completion Date where not provided for within the sections identified above, shall only be considered when submitted by the Contractor to the Engineer in writing within seven (7) days of the occurrence of the delay on which the claim is based, provided, however, that in a case of continuing cause of delay only one (1) claim shall be necessary.

Within a reasonable period after the Contractor submits a request for extension of time, the Engineer will present their written recommendation on the request. The granting of additional time to complete the Work pursuant to this section shall not give the Contractor grounds to make any claims whatsoever for additional payment;

The Contractor shall, within fourteen (14) days of such granting, provide documentation from their Bonding Company accepting the extension. Failure to supply such documentation shall nullify the extension.

#### **4.29. Failure to Complete On Time**

If any Work required to be completed by a specified interim completion date remains incomplete after that date or, if any Work remains incomplete after the specified Contract Completion date, or as adjusted by the Engineer as the Owner's representative under Section 3.4 - Construction Commencement and Completion subject to the adjustments identified within Section 4.28 - Adjustment of Completion Dates, there will be deducted from money due the Contractor, the cost to the Owner of any work and material reasonably expended by the Owner which has been made necessary by reason of the Contractor's failure to complete the Work by the date(s) specified in the Contract, or as adjusted, and without in any way limiting the generality of the foregoing, shall include:

- a) Damages for Delay:

The Contractor agrees to provide to the Owner, in accordance with the Public Works Act, Chapter P-46, Section 11 (2)(b), a stipulated sum per day for each and every day beyond the specified or adjusted completion date(s) that the Work remains uncompleted, regardless of actual loss or damages, and in accordance with the following terms:

- i. The sum of \$1,500.00 per day for each calendar day until, in the opinion of the Engineer, the Work required to be completed by the specified interim completion date has been completed. This daily rate will be reduced to \$500.00 per day in situations where the Work to be completed is only minor cleanup. Damages for delay will not be assessed during the time spent correcting deficiencies identified by the Engineer through his inspection of the completed Work.

The sum of \$1,500.00 per day for each calendar day until, in the opinion of the Engineer, the project is ready for the Construction Completion Inspection. This daily rate will be reduced to \$500.00 per day in situations where the Work to be completed is only minor cleanup.

Once it has been established that the project is ready for the Construction Completion Inspection, the assessment of damages for delay will totally cease. The Contractor will not be assessed damages for delay for the time spent correcting any deficiencies identified during the Construction Completion Inspection.

- ii. For all Contracts, regardless of the daily rate charged, there will be no damages for delay assessed during the time period between December 1 and April 30 of the following year.
  - iii. There will be no damages for delay assessed for days lost due to inclement weather or conditions resulting from inclement weather, that occur after the specified or adjusted completion date.
- b) Actual Loss or Damages In addition to the daily stipulated sum for Damages for Delay, as set out in Clause (i), the Contractor agrees to provide to the Department in accordance with the Public Works Act, Chapter P-46, Section 11 Completion of Work (2)(a), the actual loss or damages suffered by the Department for each and every day beyond the specified or adjusted completion date that the Work remains uncompleted for the following items:
- i. The additional cost of maintenance and repair necessary; and
  - ii. The cost of accommodating traffic over, through or around portions of the Work.

The Engineer as the Owner's representative will deduct assessed amounts from payments due on this Contract. If there are insufficient funds to cover the assessed amounts, the Owner will invoice the Contractor. The Contractor shall promptly pay the amounts invoiced. Should any amounts remain unpaid after 60 days from the date of invoice, the Owner may recover such unpaid sum from any money due to the Contractor from the Owner on any Contract or account, rendering an accounting to the Contractor for any sums so recovered. The Owner refers to this payment, Damages for Delay, as "Liquidated Damages" in some specifications, manuals, guidelines, and other documents. Please be advised that any such references to Liquidated Damages shall mean Damages for Delay as specified in this Section.

In situations where there are multiple Contractors on the site at the same time, it will be the responsibility of the Contractors to coordinate their efforts to ensure that their Work is able to proceed without interference from the Work of the other Contractors. No compensation will be provided to Contractor for delays incurred due to the Works of other Contractors on site.

#### **4.30. Duration of Work and Site Occupancy**

When the Contract contains a bid item for "Site Occupancy", bidders shall indicate the number of Calendar Days required to complete the Work under the "Estimated Quantity" column of the unit price schedule and extend that number of days times the unit price per day as shown, to get the total bid for "Site Occupancy".

##### **4.30.1. Calculation of Calendar Days for Site Occupancy**

Calendar Days for site occupancy will be calculated as whole days. The assessment of calendar days will commence on the day of the first disturbance within the right-of-way. Thereafter, every day will be counted as a Calendar Day with the exception of when:

- a) the Contractor is prohibited from working due to restrictions imposed by local bylaws after the Contract has been awarded or as a result of directives from the Engineer or the Owner;
- b) The Contractor schedules employee time off subject to the conditions specified herein;
- c) the project is delayed due to inclement weather subject to the conditions specified herein;
- d) The Contractor is working solely on the development or reclamation of a borrow area;
- e) The Contractor is working solely on the reclamation or cleanup of a gravel source;
- f) The Contractor is working solely on the maintenance or restoration of haul roads;
- g) The project is shut down for winter;
- h) The Contractor pre-schedules interruptions to continuous prosecution of the Work as a result of the desire to schedule distinct phases of the Work at different times. Distinct phases are generally defined as the larger work groups such as grading, base, or paving which require different types of equipment; however, the Engineer may approve scheduled interruptions for other components of the Work at his discretion. Any such interruptions must be identified in the Contractor's construction schedule.

For the purposes of this specification, line painting and guardrail construction will not be considered distinct phases of work.

##### **4.30.2. Employee Time Off**

The Contractor will be granted a maximum of eight non-charged days per thirty day period for the purpose of allowing employee time off, providing:

- a) the Engineer is given at least seven days notice;
- b) there is no construction ongoing which requires the presence of the Engineer; and
- c) no more than five consecutive days are taken at one time;

The thirty day period will start at the commencement of work as defined above and any of the time-off days not taken in a specified thirty day period will not be permitted to be used in subsequent periods. When the estimated number of Calendar Days for Site Occupancy required to complete the project is less than thirty, the number of allowable days off for this purpose will be prorated.

4.30.3. **Inclement Weather**

A day on which the Contractor is unable to work on the roadway, or works less than half of a normal working day for reasons of inclement weather, or conditions resulting from inclement weather, shall not be counted as a Calendar Day.

Towing traffic or blading the road surface to facilitate the passage of traffic will not be considered as "work on the roadway."

Ripping, drying and/or re-laying material to restore the material to the condition it was prior to the occurrence of inclement weather will also not be considered "work on the roadway."

On a day which the Contractor works less than a normal working day on the roadway for reasons of inclement weather, but works at least half of a normal working day, that day will be counted as a Calendar Day.

A normal working day shall comprise the average duration worked by the Contractor on the preceding 5 uninterrupted working days.

4.30.4. **Working During Periods of Inclement Weather or Pre-scheduled Interruptions**

During periods of inclement weather or during pre-scheduled interruptions of the Work and prior to the completion of these phases of the Work; if, in the opinion of the Engineer, the Contractor is not performing work such as earthwork, granular base course or asphalt concrete paving, other minor work that is normally subject to site occupancy charges may proceed without the assessment of Calendar Days for Site Occupancy. Such work shall include but not be limited to clearing, seeding, guardrail, permanent highway signing, highway lighting, pavement marking, temporary and permanent environmental protection, fencing, culvert rip-rap and trimming backslopes.

The performance of such work at any other time prior to the Construction Completion inspection as detailed in Section 4.56 - Construction Completion and Acceptance of the Work, will result in the assessment of Calendar Days for site occupancy.

4.30.5. **Exclusions from Site Occupancy**

The following items will be excluded from site occupancy regardless of when they are completed:

- a) The development or reclamation of borrow areas.
- b) The development or reclamation of gravel sources.

- c) The maintenance or restoration of haul roads.
- d) The production of aggregates.
- e) The construction of milled rumble strips.
- f) The preparation and installation of temporary silt fencing or erosion/sediment control measures.

#### 4.30.6. **Completion of Line Painting**

When the Contract includes a line painting component, the Department will decide the priority of expeditious completion of line painting based on traffic volumes and other safety considerations and will identify the project in the special provisions as either Priority Line Painting or Non-Priority Line Painting.

##### 4.30.6.1 *Non-Priority Line Painting*

Subject to the exceptions detailed in Section 4.30.1 - Calculation of Calendar Days for Site Occupancy, line painting shall be completed within 5 days of the completion of surfacing work. During this five day period, calendar days will be counted for those days on which the Contractor is performing line painting or other work necessary to prepare the project for final inspection. If, after the five day period, the line painting has not been completed, calendar days will be counted until the line painting is complete.

##### 4.30.6.2 *Priority Line Painting*

Subject to the exceptions detailed in Section 4.30.1 - Calculation of Calendar Days for Site Occupancy, calendar days will continue to be counted until all Work including line painting is complete and the project is ready for the Construction Completion inspection as detailed in Section 4.56 - Construction Completion and Acceptance of the Work.

#### 4.30.7. **Completion of Guardrail Construction**

Subject to the exceptions detailed in Section 4.30.1 - Calculation of Calendar Days for Site Occupancy, guardrail construction shall be completed within 5 days of the completion of surfacing work. During this five day period, calendar days will be counted for those days on which the Contractor is performing guardrail construction or other work necessary to prepare the project for the Construction Completion inspection. If, after the five day period, the guardrail construction has not been completed, calendar days will be counted until the guardrail construction is complete.

#### 4.30.8. **Conclusion of Site Occupancy**

Subject to the exceptions specified herein, assessment of Calendar Days for site occupancy will cease entirely only once, in the opinion of the Engineer, the project is ready for the Construction Completion inspection as detailed in Section 4.56 - Construction Completion and Acceptance of the Work. Calendar Days for site occupancy will not be assessed during the period from the date of completion of the entire Work to the actual date of the Construction Completion inspection, during the completion of any deficiencies identified through the Construction Completion inspection or when the Contractor is completing repairs of pavement segregation only.



For the purposes of assessing site occupancy charges only, the construction of milled rumble strips and reclamation or restoration of borrow areas, gravel sources or haul roads will not need to be completed in considering whether or not the project is ready for the Construction Completion inspection.

4.30.9. **Statements, Extensions and General**

The Engineer will, on a weekly basis, prepare a statement for the Contractor showing the number of Calendar Days for site occupancy worked on the Contract during that week. In the event that the Contractor disagrees with the number of Calendar Days for site occupancy shown on the statement, he shall within one week of the date of such statement, notify the Engineer in writing of reasons for the disagreement, otherwise the number of Calendar Days for site occupancy shown on the statement shall be considered final.

An increase in the number of Calendar Days for site occupancy to complete the Work will be considered for an increase in quantities, late delivery of Department supplied materials, design changes to the project, or any other reason which in the opinion of the Engineer is outside the control of the Contractor, or could not have been reasonably foreseen by the Contractor.

If the Contractor believes there is an entitlement to an extension of the number of Calendar Days for site occupancy required to complete the Work, he shall, prior to the completion of the Work, submit a written request to the Engineer setting out the reasons for the request, justifying the number of additional days required.

4.30.10. **Payment**

Payment for "Site Occupancy" will be made as follows:

If the Contractor completes the Work in the exact number of days or less than entered in the "Site Occupancy" bid item, no payment will be made.

If the Contractor completes the Work in more than the number of Calendar Days for site occupancy entered in the "Site Occupancy" bid item, an assessment equal to the unit price per day as shown (\$1,500.00), multiplied by the difference between the estimated and actual number of Calendar Days for site occupancy will be made and charged to the Contractor. This assessment will be deducted from any monies due the Contractor.

Those provisions for Duration of Work in no way negates or mitigates the conditions of the following sections:

- a) Section 4.26 – Construction Commencement and Completion;
- b) Section 4.27 – Construction Schedule;
- c) Section 4.28 - Adjustment of Completion Dates;
- d) Section 4.29 - Failure to Complete On Time;

#### **4.31. Owner's Right to Terminate Contract**

Should the Contractor fail to begin Work under the Contract within the period of time specified, or fails to prosecute the Work with sufficient workmen and equipment, or with sufficient materials to ensure the prompt completion of the Work, or shall perform the Work unsuitably, or shall neglect or refuse to remove materials, or perform anew such Work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work, or shall fail or refuse to place additional equipment on the Work when so ordered by the Engineer, in order to complete the Work within the time specified; the Owner shall give notice to the Contractor and their Surety of such delay, neglect or default, specifying the same.

If the Contractor, within a period of six (6) days after such notice, shall not proceed in accordance therewith, then the Owner shall have full power and authority, without violating the Contract, to take the prosecution of the Work out of the hands of the Contractor, to appropriate or use any or all materials and equipment on the ground that may be suitable and acceptable, and may enter into an agreement for the completion of the Contract, according to the terms and provisions thereof, or use such other methods as in its opinion may be required for the completion of the said Contract in an acceptable manner.

All costs of completing the Work shall be deducted from any monies due, or which may become due, to the Contractor. In the case the expense so occurred by the Owner shall be less than the sum which would have been payable under the Contractor, if it had been completed by the said Contractor, then the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the sum which would have been payable under the Contract, then the Contractor shall be liable and pay to the Owner the amount of the excess.

#### **4.32. Contractor's Right to Terminate Contract**

The Contractor shall have the right to terminate the Contract, subject to the section pertaining to payment withholding, if at any time:

- a) The Work is stopped for three (3) months, under an order of any Court, or other public authority through no act or fault of the Contractor, or anyone employed by them.
- b) The Owner fails to pay the Contractor any sum certified by the Engineer or Arbitrator, provided that written notice of intention to terminate the Contract is given to the Owner after twenty (20) days have elapsed since certification, and payment is not made within ten (10) days of receipt of said notice.

#### **4.33. Use of Completed Portions**

The Owner shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding that the time for completion of the entire Works or such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of, or delays the completion of,

uncompleted Work or causes refinishing of completed Work, the Contractor shall be entitled to extra compensation or extension of time, or both as the Engineer may determine.

If a plan for taking possession and use of portions of the Work has been stipulated in the Contract Documents, then the Contractor shall have no claim for compensation or extension of time on that account.

#### **4.34. Clean-up**

Clean-up during construction shall be an ongoing process and areas becoming available at the site or providing access to the site, such access being utilized by the Contractor and / or public vehicular traffic or pedestrians; shall be kept in a clean state as determined by the Engineer and upon request, cleaned by the Contractor without cost to the Owner. Furthermore the area shall not be encumbered with products which are unnecessary and have no further use in that immediate area.

On or before the completion of the Work the Contractor shall, without extra charge therefore, carefully clean out all structures and shall tear down or remove or otherwise dispose of all temporary structures they built and shall remove all rubbish from the grounds which the Contractor has occupied or utilized as access along the line of Work.

Clean-up during construction shall be an ongoing process and areas becoming available to vehicular traffic or pedestrians shall not be encumbered with products which are unnecessary and have no further use in that immediate area.

#### **4.35. Disposal of Excavated or Otherwise Removed Materials**

Large sections of unmanageable curb and gutter or sidewalk containing reinforcing, may be hauled to alternative disposal sites as selected by the Contractor, or shall be subject to the Municipality Landfill fee schedule when hauled there, if no alternative site is available.

All milled asphalt is to be removed to the disposal site indicated on the Contract Plans or to the Municipality's Landfill unless otherwise directed.

Clean fill will be accepted at the Landfill Site at no charge and loads will be directed to the stockpile area within the Landfill Site.

The Contractor shall be responsible for the maintenance of disposal sites and access roads when necessary. All associated Work is to be carried out at no additional cost to the Owner.

#### **4.36. Project Record Drawings**

The Engineer will provide the Contractor with two (2) project drawings sets of either 22" x 34" or 24" x 36" in size for record drawing purposes. One set is to be used as a working copy to record the infrastructure installation information on a daily basis by the Contractor. The second set is to be used as a clean record drawing set on which the information from the working copy is to be transferred once the project is completed.

The Contractor will maintain project record drawings and accurately record deviations from Contract documents caused by site conditions and changes ordered by the Engineer. The working copy of the project record drawings are to be updated on a daily basis by the Contractor with changes recorded in red on the drawing set. Failure to do so will result in a 5% deficiency holdback, at the discretion of the Engineer, from the current amount due to the Contractor on the progress payment certificate for the affected time period.

Upon project completion, the Engineer may withhold 5% of the entire contract cost from the final progress payment certificate (prior to the release of the lien holdback) until the Contractor provides the Engineer with a clean set of accurate and complete project record drawings.

In each of the instances above the Contractor has fifteen (15) working days to produce the required record drawing information to the Engineer. If this does not occur the Engineer may, without notice to the Contractor, generate the required record drawings and all of the associated costs to obtain the record drawing data will be the responsibility of the Contractor and the 5% deficiency holdback will be retained until such time as the Engineer is compensated for their work.

#### **4.37. Assignment**

Neither party to the Contract shall assign the Contract nor any monies due there under without the written consent of the other.

#### **4.38. Water Used By Contractor**

No persons other than the employees of the Municipality are to operate the Municipality's fire hydrant valves or other appurtenances for any reason. Failure to comply with this order will result in prosecution.

The Contractor must contact the utility company for information on obtaining water, current rates and related information.

The cost of water is to be included in the Contract cost and will not be paid as a separate item.

#### **4.39. Indemnity**

Except as provided in the Section 4.37 - Assignment, the Contractor shall indemnify and hold harmless the Owner, their agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of or attributable to the Contractor's performance of the Contract, providing that such claims, damages, losses or expenses are:

- a) attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and

- b) caused by a negligent act or omission of the Contractor or anyone for whose acts the Contractor may be liable.

The obligation of the Contractor under this General Specification shall apply only to the extent that such claim, demands, losses, expenses, costs, damages, actions, suits, or proceedings do not arise out of a negligent act or omission of the Owner, the Engineer, their agents or employees.

#### **4.40. Royalties and Patents**

The Contractor shall pay all royalties and license fees and shall save the Owner harmless from loss of account of suits or claims for infringements of patents in the doing of the Work.

#### **4.41. Insurance**

The Contractor shall maintain and keep in force Insurance during the term of this Contract until all Work required to be performed under the terms of this Contract is satisfactorily completed as evidenced by formal acceptance of the Owner through the issuance of a FAC. Insurance must including coverage for the making good of faulty Work and materials, in an insurance Company or Companies and under policies of insurance acceptable to and approved by the Owner.

Only policies issued by companies authorized to do business under the laws of the Province of Alberta shall be deemed acceptable under this Contract.

The Contractor shall maintain and keep in force the following:

- a) Comprehensive General Liability Insurance

Comprehensive General Liability Insurance protecting the Owner, the Owner's representative and/or the Engineer, the Contractor and their respective servants, agents or employees against damages arising from personal injury (including death) and claims for property damage which may arise out of the operations and completed operations of the Contractor, its Sub-Contractors, and their respective servants, agents or employees under the Contract.

This insurance shall be for an amount of not less than TWO MILLION DOLLARS (\$2,000,000.00) inclusive per occurrence and shall include a standard form of cross liability clause.

- b) Automobile and Mobile Equipment Insurance

Automobile Liability Insurance on all licensed vehicles owned by or leased to the Contractor, protecting against damages arising from bodily injury (including death) and from claims for property damage arising from the operations of the Contractor, its servants, agents or employees. This insurance shall be for an amount of TWO MILLION DOLLARS (\$2,000,000.00) inclusive per accident.

Contractor's Equipment Insurance covering all equipment owned or rented by the Contractor and its servants, agents or employees against all risks of loss or damage with coverage sufficient to allow for immediate replacement, and shall contain a waiver of subrogation against the Owner.

"Certified True" Certificates of Insurance reflecting evidence of the required insurance shall be filed with the Owner prior to the commencement of the Work.

Certificates shall contain a provision that coverage afforded under these policies will not be cancelled until at least thirty (30) days prior written notice has been given to the Owner.

In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension there under is in effect.

The Contractor shall not continue to Work pursuant to this Agreement unless all required insurance remains in full force and effect. When changes in the Contract are material to the risk, the Contractor shall notify the Insurance Companies and have the insurance coverage adjusted. In the event that the Owner uses completed portions of the Works prior to the date of completion, any increase in cost of insurance arising out of this use shall not be at the Owner's expense.

#### **4.42. Fire Insurance**

The Contractor shall maintain fire insurance acceptable to the Owner, with standard extended coverage endorsement, in the joint names of the Owner and the Contractor to a total no less than eighty percent (80%) of the total value of the Work done and material delivered to the site, payable to the Owner and Contractor as their respective interests may appear, and protecting each in such terms as will preclude subrogation claims by the insurer against anyone of the insured there under.

In the event of a loss, the Contractor shall act on behalf of the Owner and themselves for the purpose of adjusting the amount of such loss with the insurer. On completion of such an adjustment, the Contractor shall repair the damage and complete the Work, and shall be entitled to receive from the Owner, in addition to any sum due under the Contract, the amount at which the Owner's interest has been appraised in the adjustment, to be paid as the Work of restoration proceeds and in accordance with the Engineer certificates. Damage shall not affect the right and obligations of either party under the Contract except as aforesaid, and except that the Contractor shall be entitled to such reasonable extension of time for the completion of the Work as the Engineer may decide.

#### **4.43. Occupational Health and Safety**

The Contractor shall comply with the provisions of the Occupational Health and Safety Act, Statutes of Alberta, 1980, Chapter 0-2, and amendments thereto and regulations

there under, and shall at all times ensure that all equipment and manpower at the worksite shall comply with the requirements of the said Act and regulations there under. The Contractor shall be the Prime Contractor, general representative and agent of the Owner for the purposes of insuring compliance with safety regulations for themselves. In the event that the worksite of two or more prime Contractors coincides, it shall be the responsibility of the prime Contractor of this Contract to liaise with all other prime Contractors and jointly develop a health and safety system or process for the affected worksite.

The Contractor shall at all times during the continuation of this Contract with the Owner observe all the provisions of the Labour Relations Act, Workers' 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 the said Acts and any regulations there under, and the Owner is required to do anything or take any step or pay any sums to rectify such non-compliance, the Owner may subtract the costs of such rectification from any monies owing to the Contractor. In situations where two Contractors are on site during portions of the Work the Underground Contractor will be deemed the Prime Contractor. Once the Underground Contractor has Substantially Performed their Work, notified the Engineer of their position and vacated the site, the Prime Contractor will revert to the Road Contractor.

#### **4.44. Bond**

The Contractor, prior to the signing of the Contract, shall furnish a Contract Performance Bond from an acceptable Surety company in the amount of fifty percent (50%) of the total Contract amount covering the faithful performance of a Contract.

The Contractor shall supplement the Performance Bond with a Labour and Material Payment Bond in the amount of fifty percent (50%) of the total Contract price.

Both Bonds shall include the value of the Goods and Services Tax. The Bond shall remain in force after completion of construction for a minimum of two (2) years.

When the Contract sum is increased, the Contractor shall advise the Surety to have the Bonds amended to cover this additional amount.

#### **4.45. Maintenance or Warranty Period**

If at any time after the date of the Construction Completion Certificate, and prior to the granting of the Final Acceptance Certificate, any portion of the Work requiring repair by reason of faulty material, or workmanship, or failure of backfill material(s) by means of settlement, or failure to meet specifications, the Owner shall notify the Contractor that such repairs are necessary and shall define the amount and nature of Work to be done in order to make repairs. This shall include any Work identified prior to Final Acceptance Certificate and not yet repaired.

If the Contractor does not make repairs within ten (10) days after such notice, delivered either in person or by mail, the Owner shall have the right to purchase materials and

employ men and equipment necessary to execute such repairs. All invoices that are reflective of the Work undertaken will be forwarded to the Contractor. The Contractor will be required to pay all invoices within thirty (30) days or have the amount reduced from the Contract, Surety or any other monies owed. In the case where immediate restoration of services are required, then the Owner may arrange for the immediate restoration of services and charge to the Contractor or their Surety the cost of such repair.

Should the Contractor fail to complete all Maintenance or Warranty repairs, whether or not notice is served by the Owner, before the expiry of the Maintenance or Warranty Period, and should the Owner elect not to undertake the repairs themselves, the Maintenance or Warranty Period shall automatically be extended an additional one (1) year from the original CCC date with all terms and conditions of the Maintenance or Warranty obligation remaining in effect, and shall be inclusive of additional failures that may develop in the additional period.

#### **4.46. Contingencies**

When called for in the Contract Documents, the Contractor shall include contingencies in the calculation of the tender sum as required in the Schedule of Quantities. Expenditures from these allowances shall be made only upon the written authority of the Engineer. The unexpended balance shall be deducted from the final Contract amount.

#### **4.47. Changes in the Work**

The Owner may as the need arises, order changes in the Work by additions, deletions, modifications or variations without invalidating the Contract and without notice to the Contractor's Surety. The value, if any, of such changes shall be taken into account in ascertaining the amounts of the Contract sum. Notification and authorization of such changes shall be by Owner approved Change Orders or Add-Delete Work Orders.

All such Work shall be executed under the conditions of the Contract supplemented where necessary for varying conditions.

Add-Delete Work shall be at the tendered unit prices as directed by the Engineer. Extra Work authorization may be supplemented by a Field Memorandum. The Value of any Extra Work shall be determined as per Section 4.48 - Unclassified Work.

Advisement of the Bonding Company, for significant increases in value of the Contract Sum due to changes in Work, shall be the responsibility of the Contractor as per Section 4.44 - Bond.

#### **4.48. Unclassified Work**

Where there is a requirement for Work not covered by the Contract unit prices, it shall be known as Unclassified Work. The value of such Work may be determined as described in the following:

- a) by agreement between the Owner and the Contractor, or



- b) by Force Account, which shall be on the basis of actual cost to the Contractor of the materials and applied labour including additional payroll costs covering Workers' Compensation, Unemployment Insurance, Holiday Pay, Statutory Holidays, public liability and property damage insurance and such other payroll costs as may be mandatory as according to the laws of the Province of Alberta, plus fifteen percent (15%) to cover the use of tools, office expense, overhead and Contractor's profit. The services of superintendents, timekeeper and the like shall not be included. Costs of material shall be invoiced cost less trade discount. Labour costs shall be actual hours worked at payroll rates plus the additional payroll costs. Equipment rental shall be at locally accepted rates or, failing such rates, at the current Provincial Government approved rates. For equipment which has to be brought in for the purpose, transportation costs will be negotiated. A piece of equipment shall mean a unit complete including operator, fuel, grease and maintenance and such costs as are normal to an operating unit. Rental shall be paid for actual hours of work only.

When a Change Order involves Work by a Sub-Contractor, the payment for materials and services shall be similar to that for Contractor. The Contractor shall be entitled to a fee of ten percent (10%) for general supervision. No multiple mark-up on unclassified Work shall exceed twenty-five percent (25%).

Each day, on which Unclassified Work is being done, the Contractor shall submit to the Engineer a statement in triplicate of the man-hours, equipment rental hours and material used. Each copy shall be signed by the Engineer; one copy shall be returned to the Contractor, the second copy being the Engineer's field copy and the third copy used in calculating the actual costs of the unclassified Work.

When the Unclassified Work being performed is done so concurrently with the previously contracted Work and the Contractor indicates that the Unclassified Work will not impact their construction schedule, there will not be an allowance for an adjustment to the Completion Date for Unclassified Work. When the alternative occurs, the Unclassified Work is performed consecutively and the Contractor indicates that adjustments to the construction schedule are required, there will be an allowance for an adjustment to the Completion Date for Unclassified Work. The Completion Date will be extended an additional day for each full work day the Contractor's forces are performing the Unclassified Work to the satisfaction of the Engineer. The Contractor must ensure that the forces allocated to perform the Unclassified Work are representative of the Work required to be performed.

The Performance Bond shall be extended to cover Unclassified Work. The Maintenance or Warranty period shall apply to this Work.

#### **4.49. Inspection of Work**

The Contractor shall allow the Engineer access and provide adequate facilities for access to any part of the Works at all times.

If the specifications, Engineer's instructions, laws, ordinances, or any public authority requires any Work to be specially tested or approved, the Contractor shall give the

Engineer advance notice of their preparedness for such inspections, and if the inspection is by an authority other than the Engineer, of the date fixed for such inspection.

The Engineer shall inspect the Work promptly and without causing unreasonable delay to the Contractor. Extra payment will not be made to Contractor for delay occasion by any inspection, and extension of completion time will not be allowed for delay resulting there from.

On request by the Engineer, the Contractor shall open for inspection any part of the Work that has been covered up. If the Contractor refuses to comply with such a request, the Owner may employ other persons to uncover the Work.

If the Work is found to be in accordance with the Contract requirements, then the cost of uncovering and recovering the Work shall be borne by the Owner. If any of the Work was uncovered by the Contractor in contravention of the Engineer's instructions, or if the uncovered Work is found not to be in accordance with the Contract requirements, then the cost of uncovering the Work shall be charged to the Contractor.

The acceptance or the lack of comment on the part of the Engineer, of methods of construction employed by the Contractor shall not relieve the Contractor of any responsibility of any errors therein and shall not be regarded as an acceptance of responsibility for the Work done by the Contractor.

#### **4.50. Progress Payment and Certificates**

The Contractor will provide the Engineer with an Application for Progress Payment on the 25<sup>th</sup> day of each month in which the Contractor has a progress claim. The application must be clear and concise with:

- a) all reference items in agreement with the contracted Schedule of Quantities; and
- b) all quantities and amounts in agreement with previous Progress Payment Certificates;

Within five (5) business days of receipt of the Application for Progress Payment, the Engineer will review the application and provide the Contractor with their recommended Progress Payment Certificate. The Contractor must either provide the Engineer with a corresponding invoice in the amount identified within the Progress Payment Certificate or contact the Engineer directly to discuss any perceived discrepancies. The Contractor is to note that interim Progress Payments are estimates of the Work completed for the time period identified upon the certificate. The Engineer will not release a Progress Payment Certificate to the Owner without being provided with an Application for Progress Payment and a supportive invoice from the Contractor in agreement with the recommended amount.

Where unit prices apply, payment will be calculated on the basis of the tendered prices and the units of Work completed as determined by the Engineer. Where a lump sum price applies, payment will be calculated on the basis of the Engineer's estimated percentage of Work completed.

Ninety percent (90%) as per the Builders' Lien Act or ninety percent (90%) as per the Public Works Act of the value of Work, including Extra Work and less deductions up to and including the last day of the preceding month, less the aggregate of previous payments, will, with the exception of the final progress payment which will be paid in accordance with the section pertaining to final progress claims of the General Conditions, become due and be payable by the Owner to the Contractor on or about the thirtieth (30th) day of each month. The Owner will retain the balance of the value of the Work done in compliance with the requirements of the Builders' Lien Act or the Public Works Act, depending upon which Act is stipulated in the Special Conditions.

The monthly estimates shall not bind the Owner in any manner in the preparation of the final estimate of the Work done, but shall be construed and held to be approximate only, and shall in no case be taken as an acceptance of the Work or as a release of the Contractor from their responsibility therefore.

#### **4.51. Payment Withheld**

The Owner may withhold or nullify the whole or part of any progress payment to the extent necessary to protect itself from loss on account of one (1) or more of the following:

- a) That the Contractor is not making satisfactory progress in the opinion of the Engineer;
- b) That defective Work is not being remedied at all, or in the alternative, in a manner satisfactory to the Engineer. The Owner shall be entitled to retain from the payment a sum equal to two (2) times the value of any defective Work, which value shall be determined by the Engineer;
- c) That the Contractor has only partially completed the work associated to an item or items in the contract, the Owner shall be entitled to retain from the payment a sum equal to the percentage of total contract cost identified below for the components/aspects listed:
  - a. Lot Grading – 2%
  - b. Sanitary Sewer System Video Inspection – 1%
  - c. Service Connection System Video Inspection – 1%
  - d. Storm Sewer System Video Inspection – 1%
  - e. Pressure Testing of the Water Distribution System – 1%
  - f. Turbidity, Chlorination and Bacteriological Testing of the Water Distribution System – 1%
  - g. Infrastructure Installation – Grade and Build – 1%
  - h. Project Record drawing set – 2%
  - i. Materials Testing – 2%
- d) That there exists unsatisfied claims for damages caused by the Contractor to anyone employed on the site or in connection with the Work;
- e) That lawful affidavit(s) of claim of lien exist as per current Builders' Lien Act of Alberta, if applicable;
- f) That lawful letter(s) of claim exist as per the current Public Works Act of Alberta, if applicable;

Funds used for payment withheld are to be from those owed to the Contractor for work completed and allocated for progress. Upon release of the Lien Holdback (described below), the previously allocated Lien Holdback funds become part of the general progress payment and may be withheld for known deficient work.

#### **4.52. Payment on Substantial Performance**

Pursuant to the provisions of the Builders' Lien Act, if the Contractor or a Sub-Contractor issues a Certificate of Substantial Performance relating to their Contract or sub-contract a major lien fund shall thereby be created as of the date of such certificate.

Upon the issuance of a Certificate of Substantial Performance the Engineer shall within ten (10) days of receipt of such certificate, determine whether the Work of the Contractor or Sub-Contractor has in fact been Substantially Performed.

If the Engineer determines that the Work of the Contractor or Sub-Contractor has in fact been Substantially Performed to their satisfaction, the Engineer shall recommend that the Owner make payment of the holdback existing as at the date of the issuance of the Certificate of Substantial Performance, in so far as that holdback relates to the Work done by the Contractor or Sub-Contractor as the case may be.

Forty-six (46) days after the date of the issuance of the Certificate of Substantial Performance the Owner will pay the holdback existing as at the date of the issuance of the Certificate of Substantial Performance that relates to the Work of the Contractor or Sub-Contractor as the case may be. Such payment should be made only if:

- a) the Engineer has recommended such payment in accordance with paragraph c) of this paragraph; and
- b) no liens or claims of lien are filed or registered against the lands or premises on which the Works are being done; and
- c) the Contractor or Sub-Contractor as the case may be has filed with the Engineer a certificate from Workers' Compensation Board certifying that all assessments due from the Contractor or Sub-Contractor as at the date of the Certificate of Substantial Performance have been paid; and
- d) The Contractor or Sub-Contractor as the case may be has filed a statutory declaration with the Engineer declaring that all claims for the supply of materials and labour or other claims arising directly or indirectly on account of the Works have been fully paid. Such declaration shall be made after issuance of the Certificate of Substantial Performance and prior to payment; and
- e) Any payment made by the Owner pursuant to this paragraph shall be received by the Contractor or Sub-Contractor as the case may be in trust for the Persons who provided Work or furnished materials to the Contractor or Sub-Contractor, to the extent that the Contractor or Sub-Contractor owes money to such Persons, all in accordance with Section 16.1 of the Builders' Lien Act.

#### 4.53. Release of Deficiency Holdback

The Contractor must provide the Engineer with the required documentation and/or arrange for an inspection of the corrected deficient work. Release of the Deficiency Holdback shall occur once the associated deficiency work has been deemed completed by the Engineer and/or the respective governing municipality/utility. The deficiency holdback can be released in whole or in part, depending upon the status of the work.

#### 4.54. Release of Lien Holdback

Release of Holdback shall be as per the following Acts, which so ever is specified in the Special Conditions as applicable to the Contract. For Work completed under either Act, release of holdback payment will be made only if:

- a) the Engineer has recommended such payment; and
- b) no liens, claims of lien, or claims as applicable to the Public Works Act or the Builders' Lien Act, are filed or registered against the lands or premises on which the Works are being done; and
- c) the Contractor or Sub-Contractor as the case may be has filed with the Engineer a certificate from Workers' Compensation Board certifying that all assessments due from the Contractor or Sub-Contractor as at the date of the Substantial Performance Certificate or the CCC, as per the applicable Act, have been paid; and
- d) The Contractor or Sub-Contractor as the case may be has filed a Statutory Declaration with the Engineer declaring that all claims for the supply of materials and labour or other claims arising directly or indirectly on account of the Works have been fully paid. In the case of the Builders Lien Act, such declaration shall be made after issuance of the Substantial Performance Certificate but prior to request for payment.

Any payment made by the Owner pursuant to this section shall be received by the Contractor or Sub-Contractor as the case may be in trust for the persons who provided Work or furnished materials to the Contractor or Sub-Contractor, to the extent that the Contractor or Sub-Contractor owes money to such persons, all in accordance with Section 16.1 of the Builders' Lien Act and the applicable section(s) in the Public Works Act, whichever is applicable.

##### 4.54.1. **Builders' Lien Act**

- a) Pursuant to the provisions of the Builders' Lien Act, if the Contractor or a Sub-Contractor issues a Certificate of Substantial Performance relating to their Contract or sub-contract, a major lien fund shall be thereby created as at the date of such certificate.

- b) Upon the issuance of a Certificate of Substantial Performance the Engineer shall within ten (10) days of receipt of such certificate, determine whether the Work of the Contractor or Sub-Contractor has in fact been Substantially Performed.
- c) If the Engineer determines that the Work of the Contractor or Sub-Contractor has in fact been Substantially Performed to their satisfaction, the Engineer shall recommend that the Owner make payment of the holdback existing as at the date of the issuance of the Certificate of Substantial Performance, in so far as that holdback relates to the Work done by the Contractor or Sub-Contractor as the case may be.
- d) Forty-six (46) days after the date of the issuance of the Certificate of Substantial Performance, the Owner will pay the holdback existing as at the date of the issuance of the Certificate of Substantial Performance as that relates to the Work of the Contractor or Sub-Contractor as the case may be.

4.54.2. **Public Works Act**

Ninety one (91) days after the date of the issuance of the CCC, the Owner will pay the holdback existing as at the date of the issuance of the CCC that relates to the Work of the Contractor.

**4.55. Removal of Liens and/or Claims**

The Contractor shall:

- a) prior to requesting release of holdback, remove at their own expense all affidavits of claim of lien, or letters of claim filed or registered against the lands, premises, or project upon which the Work is done or is being done, or reasonable evidence of the probable filing of such affidavits (or an affidavit) of claim of lien or of filing or registration of liens (or a lien); and
- b) indemnify and save harmless the Owner from liability arising out of any such actions.

**4.56. Construction Completion and Acceptance of the Work**

Upon completion of construction, all portions of the Work shall be pre-inspected carefully by the Contractor who shall satisfy themselves that every item has been completed, and that the whole Works are in a clean and tidy condition, and ready in all respects for Acceptance by the Owner and/or the Municipality. The Contractor shall then, by writing to the Engineer and completing a Construction Completion Inspection Request form, request a Construction Completion Inspection of the Works. At this point the Engineer will schedule the Construction Completion Inspection requiring the following parties' attendance:

- a) Engineer as the Owner's representative;
- b) Project Manager;
- c) Engineer's Field Inspector; and
- d) Contractor's Superintendent;

- e) Municipality's Representative;

If the Work being inspected was that completed by the Sub-Contractor then the Sub-Contractor's superintendent must also be in attendance.

On receipt of a written recommendation from the Engineer, the Municipality, subject to its acceptance of this recommendation and provided the Contractor has complied with all the provisions of the Contract, shall issue the CCC. Such recommendation will only be made by the Engineer following:

- a) A full and detailed inspection of the Work has been undertaken and documented by the Engineer.
- b) A written statement from the Contractor has been received by the Engineer, detailing the nature and estimating the dollar value of any and all claims and demands of the Contractor for Extra Work, quantity adjustment, unit rate application, or otherwise in connection with payments to be received from the Owner. Should the Contractor determine that no such claims or demands exist; the Contractor is nonetheless obligated to so advise the Engineer by a written statement stating the same. Failure to submit either statement will suspend the issuance of the CCC.

If the Contractor considers that all the deficiencies are minor, and the Contractor believes that they cannot rectify all the deficiencies promptly for reasons beyond their control other than for reasons of inclement weather and / or season shutdown, the Contractor may in writing request a conditional acceptance of the Works at the Construction Completion level. Such a request must state a time frame / date by which deficiencies shall be totally completed and such request shall be submitted to the Engineer, but shall not be considered by the Engineer until the statement referred to in b) above has been submitted. Subject thereto, the Engineer will consider the request, and will make such recommendation thereon to the Owner as the Engineer shall in their absolute discretion think fit.

The Owner will consider the Engineer's recommendation and will decide in its absolute discretion how far, if at all, and on what terms to accede to the Contractor's request. Without limiting the generality of the foregoing, the Owner will require assurance that acceding to such request will not prejudice its rights under any applicable lien legislation or bonds.

#### **4.57. Final Progress Payment**

The final progress payment will represent the total payment due to the Contractor for the completed Work. The final Progress Payment Certificate will be prepared and recommended for payment by the Engineer following a written statement from the Contractor to the Engineer stipulating their agreement to all quantities and all claims or demands for Extra Work, quantity adjustment, unit rate application, or otherwise in connection with payments to be received from the Owner.

The final progress payment will be made by the Owner within thirty (30) days following the date of receipt of the written statement by the Engineer. No holdback will be retained if the holdback retention period has expired and the required holdback release documentation has been received.

The Final Progress Payment Certificate may be suspended for the following reasons:

- a) Failure of the Contractor to submit such statement as required in the first paragraph in this section within sixty (60) calendar days of the CCC will be deemed as acceptance of the authenticity and correctness of all payments and all payments shall be deemed as final. However, the final progress payment will be suspended until the Contractor intentions are known as per b).
- b) In the event the Contractor fails to appropriately communicate with the Engineer in writing, or still disagrees with the payment or payments after due negotiation with the Engineer, and upon expiration of the sixty (60) day period as per a), the Contractor must state their intentions in writing within seven (7) calendar days and by registered mail. Failure to do so will result in revocation of the CCC. Pending the Contractor's disclosure, the Owner may continue to suspend the payment.

#### **4.58. Final Acceptance of the Work**

Sufficiently prior to expiration of the Maintenance or Warranty period, all portions of the Work shall be pre-inspected carefully by the Contractor who shall satisfy themselves that the whole Works are in a clean and tidy condition, and ready in all respects for Acceptance by the Owner and/or the Municipality. The Contractor shall then, by writing to the Engineer and completing a Final Acceptance Inspection Request form, request a Final Acceptance Inspection of the Works.

If deficiencies are identified during the Contractor pre-inspection of the Work, the Contractor must inform the Engineer and the Engineer will then accompany the Contractor on an Initial Final Acceptance Inspection of the Works. The Initial Final Acceptance Inspection must occur prior to the Contractor commencing repairs on the site deficiencies. During the inspection the Engineer will compile a list of the deficiencies and indicate the party responsible for the remediation. The Engineer will provide the Contractor with an Initial Final Acceptance Inspection Form within two (2) days of said inspection, listing the deficiencies and the party responsible for each of the deficiencies remediation. The Contractor will then have ten (10) days to repair all deficiencies listed on the form. Deficiencies listed that indicate the remediation as a third party responsibility must be repaired by the Contractor but the Contractor will be compensated for the repairs as per contracted unit rates.

If the Contractor does not make repairs within ten (10) days after such notice, delivered either in person or by mail, the Owner shall have the right to purchase materials and employ men and equipment necessary to execute such repairs. In the case where immediate restoration of services is required, then the Owner may arrange for the immediate restoration of services. The cost of the deficiency repairs will be charged to the Contractor or the Contractor's Surety.



Once all deficiencies are remediated the Engineer will schedule the Final Acceptance Inspection requiring the following parties' attendance:

- a) Engineer as the Owner's representative;
- b) Project Manager;
- c) Engineer's Field Inspector; and
- d) Contractor's Superintendent;
- e) Municipality's Representative;

On receipt of a written recommendation from the Engineer, the Municipality, subject to its acceptance of this recommendation and provided the Contractor has complied with all the provisions of the Contract, will issue the FAC fourteen (14) days after expiration of the Maintenance or Warranty period.

Such recommendation will only be made by the Engineer following the complete inspection of the Works.

Record drawings, if applicable, must be provided prior to the issuance of the FAC.

No Certificate other than the Final Acceptance Certificate shall be deemed to constitute acceptance of any Work or any other matter in respect of which it is issued or be taken as an acceptance of the due performance of the Contract or of any part thereof, or the accuracy of any claim or demand by the Contractor or of additional or varied Work having been ordered by the Owner nor shall any other Certificate conclude or prejudice any of the powers of the Engineer.

#### **4.59. Arbitration**

In the case of any dispute between the Owner and the Contractor or any questionable decision of the Engineer subject to Arbitration, during the progress of the Work or in no event after final payment has been made and accepted, either party hereto shall be entitled to give to the other notice of such dispute and to demand Arbitration thereof. Such notice shall be in writing and shall specify the matter to be submitted to Arbitration, and in it said party shall name a person to act as Arbitrator; thereupon within ten (10) days after receipt of such notice, the other party by written notice shall choose a name of second Arbitrator; the two (2) Arbitrators so chosen shall forthwith jointly select a third Arbitrator, giving Written Notice to both parties of the choice so made, and fixing a place and time for meeting not later than thirty (30) days thereof, at which both parties may appear and be heard, touching such controversy relating to the matters aforesaid. In the case the two (2) Arbitrators shall fail to agree upon a third Arbitrator, or in case the party notified of the demand for Arbitration shall fail to name the second Arbitrator within the time stipulated, such third Arbitrator, or such second and third Arbitrators as the case may be, upon application of either party, of which the other shall be given notice shall be named pursuant to the statutes of the Province of Alberta. The parties may agree to submit the matter to one (1) Arbitrator, whose award shall be as binding as that of the three (3) Arbitrators.

The submission and arbitration proceedings shall be under the provisions of the Arbitration Act of the Province of Alberta. The decision of the said Arbitrator(s) shall be made in

writing within thirty (30) days after the completion of hearings thereon, and signed by a majority of them.

Arbitration proceedings shall not take place until after the completion or alleged completion of the Work except:

- a) on a question of Certificate for Payment; or
- b) In the case where either party claims that the matter in dispute is of such nature as to make immediate Arbitration proceedings necessary while the evidence is available.

The Arbitrator(s) in their decisions shall determine which party shall bear all or a portion of the cost and expenses of the Arbitration including the fees of the Arbitrator(s) and the said Arbitrator(s) may in such decision allocate such costs and expenses between the parties in such amounts as they deem fair and equitable by reason of such decision.

#### **4.60. Certificate of Recognition (C.O.R.)**

The Engineer is encouraged to register in a Certificate of Recognition (C.O.R.) Program under the Alberta Construction Safety Association appropriate to their industry as an Active member or an Associate member.

The Prime Contractor, to qualify for Work values of \$ 50,000.00 or more, shall provide a Certificate of Recognition identifying them as an active member of the Alberta Construction Safety Association.

A Sub-Contractor, to qualify for Work values of \$ 25,000.00 or more, shall provide a Certificate of Recognition identifying them as an active member of the Alberta Construction Safety Association.

Contractors and/or Sub-Contractors not complying with this section, will not be accepted as qualified to compete on Municipality Work or Work on Municipality projects.

## 5. SPECIAL CONDITIONS

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## 5.1. Design and Construction Standards

The Contractor must install all materials and equipment to the manufacturer's specifications and the work to be performed and/or infrastructure installed as part of this project must meet or exceed the specifications identified within the most current version of the Town of Peace River's "General Municipal Servicing Standards" (PRSS). The associated drawings and diagrams referenced in the afore mentioned standards are considered part of said standards. These documents can each be found by accessing the following web addresses on the internet:

<http://peaceriver.ca/wp-content/uploads/2015/08/Peace-River-GMSS-Final-June-22-2009.pdf>

<http://peaceriver.ca/wp-content/uploads/2015/08/D-2009-06-15.pdf>

<http://peaceriver.ca/wp-content/uploads/2015/08/E-2009-06-15.pdf>

<http://peaceriver.ca/wp-content/uploads/2015/08/F-2009-06-15.pdf>

<http://peaceriver.ca/wp-content/uploads/2015/08/G-2009-06-15.pdf>

<http://peaceriver.ca/wp-content/uploads/2015/08/H-2009-06-15.pdf>

<http://peaceriver.ca/wp-content/uploads/2015/08/I-2009-06-15.pdf>

Where the above mentioned standards, drawings and diagrams do not contain the information required in reference to the work being performed and/or the infrastructure being installed the following documents are to be referenced:

- a) Special Conditions of the Contract (SC);
- b) Aquatera Utilities Inc. – Standards and Guidelines – Construction Manual – (AQCM) <https://aquatera.ca/engineering-development/standards-and-guidelines/1-construction-manuals/>;
- c) City of Grande Prairie – Manuals and Guidelines - Construction Manual - <http://www.cityofgp.com/modules/showdocument.aspx?documentid=13279>
- d) Alberta Transportation – Standard Specifications for Highway Construction – Edition 15 - 2013

The above documents are listed in the order of governing precedence.

Aquatera Utilities Inc. and The City of Grande Prairie are not the approving bodies for this project – the Town of Peace River is the approving body. Any reference to approvals, inspections, etc. that are to be carried out will be done by representatives of the Town of Peace River. Any reference to Aquatera or the City of Grande Prairie within the above mentioned documents is to be taken to mean the Town of Peace River.

The intention of the use of the Standards, Guidelines and Manuals for Aquatera Utilities Inc. and/or the City of Grande Prairie is to have a complete specification that identifies the measurement methodology for payment purposes. It is also the intention that the use of this information will provide the required information where not provided within the Town of Peace River's Servicing Standards.

## **5.2. Location of the Works**

The project is located on the west side of the Town of Peace River, beginning just south of 109<sup>th</sup> Avenue on the east side of Highway 684 / Shaftesbury Trail and continues south / southwest for approximately 3km, ending at 127<sup>th</sup> Avenue.

The pertinent drawings for this project are entitled:

**Town of Peace River  
Shaftesbury Trail – Pedestrian Pathway**

## **5.3. Scope of Work**

The scope of work for this project is outlined within the project detailed drawing set and the Schedule of Quantities as well as all the pertinent design standards. The Schedule of Quantities is to be completed for the Tender. The Contractor is to provide unit rates for all line items.

This project is intended to be a complete project. Note that it is the Contractor's responsibility and considered incidental to the associated unit rates that all disturbed areas are returned to their current condition upon completion of the work. Any and all open cut trenches / excavations must be backfilled to the pertinent standard and finished to the grades existing prior to the start of the works.

## **5.4. Work In the Vicinity of Utilities**

"Utilities" shall mean:

Utilities and facilities which are located on, in or near the right-of-way and/or Work area which may be affected by the construction, and shall include but not be limited to pipelines, drainage works, irrigation works, water works, sewage works, power facilities, telephone facilities, cable facilities and related appurtenances.

It is the Contractor's responsibility to locate all underground and above ground utilities and pipelines. The Contractor is responsible for the cost of repairing any gas lines, telephone cables, utilities, pipelines or any infrastructure damaged as a result of the construction.

Where Utilities and facilities are required to be adjusted in order for the Work to proceed, the magnitude and degree of complexity of the adjustments required may dictate when the Work may be completed. In that event, the Contractor shall be required to arrange their operations clear of those utilities until the required adjustments are completed and permission to construct in their vicinity is received. The Contractor shall not have any claim for compensation or damages against the Owner for any stoppage, delays, inconvenience or damage sustained by them due to any interference from the utilities or infrastructure, or the operation of moving them.

The Contractor, in undertaking any Work near existing power lines shall comply with the Regulations under the Electrical Protection Act.

## **5.5. Landowner's Release**

Should the Contractor enter privately owned land for any reason during the execution of the Work for the project, the Contractor is required to obtain the landowners permission and a "Landowner Release" outlining the landowner's acceptance of the condition of which the property has been left for any disruption to private property. In addition, the Contractor shall indemnify and hold harmless the Owner and their Engineer for any claims the landowners may have regarding the Contractor's Work on private lands.

## **5.6. Traffic Accommodation**

The Contractor shall submit a Traffic Accommodation Strategy (TAS) to the Engineer for review at least seven (7) calendar days prior to the pre-construction meeting, in accordance with Alberta Transportation manual "Traffic Accommodation in Work Zones and its Urban Supplement" – current edition.

Failure to meet the approved traffic accommodation plan will result in a Work Stoppage Order in accordance with Section 4.10 – The Engineer and the Contractor of the General Conditions if, in the opinion of the Engineer, there exists a danger to life or property.

Public traffic and access to businesses shall be accommodated, without interruption, on a 24 hour per day basis. The Contractor shall provide the Engineer detailed plans and drawings of the proposed traffic accommodation measures at least one (1) weeks prior to the pre-construction meeting. Stage construction may be incorporated.

The Contractor must assign a capable individual(s) that will be on duty 24hrs a day to perform maintenance and regular inspection of the Traffic Accommodation signage and features during both working and non-working hours.

Traffic Accommodation shall include the submission of a TAS, supply and erection of all necessary signs, sign inspection, preparation and submission of daily sign log sheets, notification and media advertising, flag persons and detours required or as specified by the Engineer to provide safe, efficient traffic control during the construction period in accordance with the Alberta Transportation Specifications, the Transportation Association of Canada Uniform Traffic Control Devices Standards and any incidental Work for which payment is not specified elsewhere. The Engineer may recommend partial, or if necessary, negative payment if traffic control or maintenance is not completed satisfactorily, or if the Contractor fails to conform to the specification.

This item is subject to a payment reduction of \$1,000 per violation at the discretion of the Engineer to be permanently retained as a deficiency holdback.

It is the Contractor's responsibility to inform the Police Department, Fire Department, Ambulance Services and Transit Department of the proposed Work schedule and changes to the schedule, including times of Work and activities required on the various street locations within the County.

The Contractor shall provide and maintain flag persons, traffic signals, barricades, and lights/lanterns, as may be required, to direct the flow of equipment used in performance of

Work and protect public traffic. Make arrangements with local governing authorities when these facilities will disrupt the normal flow of public traffic.

5.6.1. **Traffic Accommodation During Construction**

The Contractor shall make suitable provisions, including the use of detours, to accommodate all vehicular and pedestrian traffic safely and with a minimum of inconvenience through or around the Work.

The Contractor shall provide, install, maintain and protect traffic control devices, such as signs, barriers, fences and lights, at his own expense. No changes to signal operation will be permitted. If temporary signals are utilized as part of Work sequencing, signal timings and sequencing must be similar to existing until new signals are operational.

The Contractor shall provide the required number of Alberta Infrastructure & Transportation certified flag persons, attired in current standard clothing, during all periods of active equipment operations that may affect normal traffic operations.

The Contractor shall control his operations to ensure emergency vehicle operations and normal school bus operations are not interfered with, and shall ensure that there is uninterrupted access to developments along the project(s).

5.6.2. **Parking**

Parking will not be permitted on site; with the exception of construction vehicles properly equipped with flashing beacons and appropriate insurance as stated in General Specification Section 4.40. – Insurance. The Contractor shall not allow workers to park on streets and roads if disruptive to public traffic flow or access to site.

Payment for Traffic Accommodation Strategy (TAS) will be made for the lump sum (L.S.) amount for the unit price submitted on the Tender Form for the preparation of an acceptable TAS including all the traffic accommodation requirements for all components of the project. This payment will be full compensation for all materials, labour, equipment, supervision and any other incidentals necessary to complete the Work. Where a line item for TAS Plan is not contained within the project Schedule of Quantities, the plan must still be completed as described but the payment is considered incidental to the project.

**5.7. Environmental Construction Operations Plan (ECO Plan)**

The Contractor shall prepare and implement an ECO Plan for each phase of the project, in accordance with Alberta Infrastructure & Transportation's manual entitled "ECO Plan Framework," latest version. The Plan shall detail temporary environmental control measures

that the Contractor shall undertake to comply with all applicable legislation, regulations and approvals during the course of construction and during "winter shut down". The ECO Plan shall not cover any permanent or long term environmental or erosion control devices or Work specified in the Contract.

The Contractor shall submit the ECO Plan to the Engineer at least seven (7) calendar days prior to the pre-construction meeting. The Engineer will review the ECO Plan and communicate any concerns to the Contractor at least three (3) calendar days prior to the pre-construction meeting. The Contractor shall address any issues or concerns regarding the proposed the ECO Plan to the satisfaction of the Engineer prior to the commencement of the Work.

The finalization of the Plan, to the mutual satisfaction of the Engineer and the Contractor, does not constitute an approval or assurance from the Engineer or the Owner that the temporary environmental control measures detailed in the ECO Plan are sufficient to ensure compliance with all applicable legislation, regulations or conditions of approval. The Contractor is ultimately responsible to ensure all measures used on the project are sufficient to ensure compliance with all applicable authorities. This may mean increasing the number of installations, providing alternate devices or modifying procedures.

Payment for Environmental Construction Operations Plan (ECO Plan) will be made for the lump sum (L.S.) amount for the unit price submitted on the Tender Form for the preparation of an acceptable ECO Plan for all the component of the project. This payment will be full compensation for all materials, labour, equipment, supervision and any other incidentals necessary to complete the Work, ensuring compliance with the applicable legislation, regulations or conditions of approval (with the exception of removing and disposing of material from silt containment ponds and sediment barriers). Where a line item for ECO Plan is not contained within the project Schedule of Quantities, the plan must still be completed as described but the payment is considered incidental to the project.

## **5.8. Site Grading**

### **5.8.1. Common Excavation – Waste**

Some of this material will be required to be utilized as fill material for some areas adjacent to the trail as depicted in the provided trail cross sections. Only excess material that is removed from site will be compensated under this line item. Material remaining on site is considered incidental to the trail construction. Material that is removed from site must be disposed of in a suitable and acceptable manner. It is the responsibility and considered inclusive to this line item that the Contractor provide an acceptable disposal location for all waste material.

## **5.9. Granular Base – Supply & Install – 25mm**

### **5.9.1. 200mm Depth – Subgrade Reinforcement**

The intension of this line item is to address areas where unsuitable subgrade material is encountered during the construction process. Where organic or soft material is encountered at the subgrade elevation, the Contractor is to identify the issue to BASE's field representative. Upon review by BASE's representative and potentially the Geotechnical Engineering Firm on the project, if the area is identified as requiring subgrade reinforcement the following would need to occur:



- a) the subgrade is to be over excavated 200mm below the proposed subgrade elevation;
- b) the exposed surface is to be compacted if possible;
- c) geotextile fabric is to be installed as per manufacturers specification across the area;
- d) 200mm of granular material is to be installed in 150mm lifts, compacted to the required density and moisture content;
- e) trail construction to proceed with the newly reinforced subgrade;

### **5.10. Geotextile Fabric – Supply & Install**

The identified type of geotextile fabric or an approved equivalent is to be installed beneath the granular base course material for the entire length of the pathway. In areas where the subgrade material has been reviewed by the geotechnical engineer and found to be suitable, the fabric may be excluded without compensation. The material is to be installed to manufactures specifications. The area identified in the schedule of quantities does not include any overlap and/or side lapping material. Overlap and side lap material is considered inclusive to the supply and installation.

### **5.11. Asphalt Prime Coat – Deletable**

This line item is to be considered as deletable by the Tenderer. No compensation will be provided in any form if this line item is removed from the project any time after the close of tender. The successful Contractor, upon award, is to inform the Engineer with 5 days advance notice of their time requirement to be able coordinate the supply and installation of deletable items. The Contractor is to also confirm with the Engineer prior to the purchasing of materials or commencement of the installation or preparation for the installation of these materials whether or not they are to be incorporated into the works. The Work associated to this line item is not to be incorporated into the Tenderer's Site Occupancy quantities for days.

### **5.12. Plant-Mix Asphalt Concrete Paving – Deletable**

This line item is to be considered as deletable by the Tenderer. No compensation will be provided in any form if this line item is removed from the project any time after the close of tender. The successful Contractor, upon award, is to inform the Engineer with 5 days advance notice of their time requirement to be able coordinate the supply and installation of deletable items. The Contractor is to also confirm with the Engineer prior to the purchasing of materials or commencement of the installation or preparation for the installation of these materials whether or not they are to be incorporated into the works.

If the Town of Peace River elects to proceed with this work the successful Contractor will be required to have this component completed by July 15, 2018. The Work associated to this line item is not to be incorporated into the Tenderer's Site Occupancy quantities for days although each day the Work remains incomplete after July 15, 2018 will result in the assessment of the associated liquidated damages.

### **5.13. Permanent Highway Signing**

#### **5.13.1. Signs**

Section 7.7.5.7 Signs of the parent section 7.7 Permanent Highway Signage of the Alberta Transportation – Standard Specifications for Highway Construction – Edition 15 – 2013 is to be modified to read:

“Measurement will be made of the number of signs of a particular type supplied and installed.

Payment will be made at the unit price bid per sign for “Sign – Supply & Install” for each type of sign identified in the schedule of quantities. This payment will be full compensation for the supply and install of the signs.”

### **5.14. Topsoil Placement**

Section 2.6.3.3 Placing Topsoil for the parent section 2.6 Topsoil Placement of the Alberta Transportation – Standard Specifications for Highway Construction – Edition 15 – 2013 is to be modified to read:

“Topsoil shall be uniformly spread on the prepared areas, to the minimum required depth of 100 mm, or a greater depth as directed by the Consultant. If there is insufficient topsoil to attain a 100 mm depth throughout the Work, the Consultant may direct spreading topsoil to a lesser depth or over a lesser area. After spreading, all hard lumps shall be broken down and all rocks larger than 70 mm in dimension, roots, stumps, and other foreign matter shall be removed and disposed of in a manner satisfactory to the Consultant. After the topsoil has been spread, it shall be satisfactorily compacted. The area covered with topsoil shall be left in a condition suitable for seeding or planting, without additional preparation of any nature. At the completion of topsoil placement, the adjacent roadway surface shall be cleaned of all debris resulting from the operation, and the completed work left in a neat and tidy condition.”

## 5.15. Seeding

The seed mixture that is to be used for broadcast seeding is the following at a rate of 30kg / hectare:

<b>Native Seed Mix</b>		<b>Percent by Dry Weight</b>
<b>Common Name</b>	<b>Latin Name</b>	
Slender Wheat Grass	Agropyron trachycaulum	35
Fringed Brome <sup>1</sup>	Bromus ciliates	20
Northern Wheat Grass	Agropyron dasystachyum	15
Tufted Hairgrass	Deschampsia cespitosa	10
Rocky Mountain Fescue	Festuca saximontana	10
Fowl Bluegrass	Poa palustris	10

<sup>1</sup> Fringed Brome seed shall be coated

## **6. SPECIFICATIONS & DRAWINGS**

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## **6.1. Engineering Drawings**

The drawing set that accompanies these documents:

**Town of Peace River  
Shaftesbury Trail – Pedestrian Pathway**

is part of the Contract documents.