



# **CAP 7302 – STREETS AND DRAINAGE IMPROVEMENTS, 2023**

## **Request for Proposals (RFP)**

### **STREETS AND DRAINAGE IMPROVEMENTS, 2023**

**SUMMARY:**

The project includes rehabilitation of Streets and Drainage infrastructure, comprised of:

- Sidewalk widening (~ 135m) on Fairholme Drive between 10<sup>th</sup> Street and Mt. Rundle Place.
- Drainage swale construction on 17<sup>th</sup> Street @ 12<sup>th</sup> Ave;
- Helipad reconstruction at the Canmore Municipal Heliport;
- Drainage improvements and roadway reconstruction on 16<sup>th</sup> Street.
- Rehabilitation of Palliser Trail; (Provisional bid item for 2024 works)
- Edge mill and overlay of Fairholme Drive from 10<sup>th</sup> Street to 17<sup>th</sup> Street. (Provisional bid item for 2024 works)

<b>PROJECT NUMBER:</b>	<b>CAP7302</b>
<b>RFP CLOSING DATE:</b>	<b>August 28, 2023</b>
<b>RFP CLOSING TIME:</b>	<b>2:00:00 p.m. Mountain Time Zone</b>
<b>DATE ISSUED:</b>	<b>August 4, 2023</b>
<b>NOTE:</b>	<b>RESPONSES WILL NOT BE OPENED PUBLICLY</b>

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END OF SECTION

## 1.0 Request for Proposals

### 1.1 General Information

#### 1.1.1 Proposals for:

STREETS AND DRAINAGE IMPROVEMENTS, 2023  
CAP7302

Will be received through MERX by:

Town of Canmore  
902 - 7th Avenue  
Canmore, Alberta T1W 3K1  
Attn: Jessica Tomashewski

#### 1.1.2 Closing date and time for Proposals is:

August 28, 2023, 2:00:00 pm local time (the “RFP Closing”).

The last day and time for Proponents to submit Request for Information (RFI)’s is:  
August 18, 2023, before 2:00:00 pm local time.

The last day for posting of responses to RFI’s and issuance of Addenda is:  
August 21, 2023.

1.1.3 The Proposal process will be executed through MERX. All document exchanges, including Proposal submission, will occur via the MERX website.

1.1.4 Proposals received after the above time will be returned to the Proponent unopened. No amendment or change to the Proposal will be accepted after the RFP Closing.

1.1.5 Proposals will not be opened publicly.

1.1.6 The Work to be undertaken in this Contract generally involves but is not limited to:

- a. Drainage improvements and roadway reconstruction at 16<sup>th</sup> Street.
- b. Drainage swale construction on 17<sup>th</sup> Street
- c. Edge Mill and Overlay of Fairholme Drive from 10<sup>th</sup> St. to 17<sup>th</sup> St.; (Provisional Bid Item for 2024 works)
- d. Sidewalk widening on Fairholme Drive;
- e. Rehabilitation of Palliser Trail; (Provisional Bid Item for 2024 works)
- f. Helipad reconstruction at the Municipal Heliport (Nighttime work)

1.1.7 The Successful Proponent shall achieve the following Construction Completion Date for the Project:

October 31, 2023, Construction Completion Date for the following locations: (or as amended, subject to the sole discretion of the Town, in alignment with an alternative proposed Construction Completion Date.)

- Canmore Municipal Heliport
- 16<sup>th</sup> Ave. Drainage Improvements
- 17<sup>th</sup> Ave. Drainage Swale
- Fairholme Drive Sidewalk expansion.

July 31, 2024, Construction Completion Date for the following Provisional Bid Items:  
(or as amended, subject to the sole discretion of the Town, in alignment with an alternative proposed Construction Completion Date.)

- Edge Mill and Overlay of Fairholme Drive from 10<sup>th</sup> St. to 17<sup>th</sup> St.;
- Rehabilitation of Palliser Trail;

1.1.8 The Engineer for this Project is:

WSP Canada.

1.1.9 The Proposal Documents shall be the basis upon which Proposals will be reviewed. The Proposal Documents consist of the following documents herein referred to as the "Proposal Documents":

- a. Section 1.0 Request for Proposals;
- b. Section 2.0 Instructions to Proponents;
- c. Section 3.0 Proposal Forms;
- d. Section 4.0 Contract Agreement;
- e. Section 5.0 Standard General Conditions;
- f. Section 6.0 Special Conditions;
- g. Section 7.0 Technical Specifications;
- h. Standard Specifications and Manuals:
  - i. [Town of Canmore 2020 Engineering Design and Construction Guidelines](#) and [Figures](#),
  - ii. [City of Calgary Standard Specifications Road Construction 2021](#),
  - iii. [City of Calgary Standard Specifications Sewer Construction 2022](#),
  - iv. [City of Calgary Standard Specifications Erosion and Sediment Control](#),
  - v. [City of Calgary Development Guidelines and Standard Specifications Landscape Construction 2022](#),
  - vi. [City of Calgary Field Manual for Erosion and Sediment Control 2017](#),
  - vii. [Alberta Transportation Standard Specifications for Highway Construction Edition 16](#),
  - viii. [City of Calgary Temporary Traffic Control Guidelines for Pedestrians](#);

- i. Technical Drawings; and
  - j. Information Documents:
    - i. Appendix B: Plan of Construction Operations – Canmore Municipal Heliport. To be signed by contractor upon Contract Award.
- 1.1.10 Refer to Subsection 2.3 Availability of Proposal Document, for information on accessing the Proposal Documents.
- 1.1.11 Inquiries regarding the Proposal Documents shall be directed to:
- Jessica Tomaszewski  
Town of Canmore  
902 – 7th Avenue  
Canmore, Alberta T1W 3K1  
Phone: (403) 678-7294  
E-mail: [engineeringintern@canmore.ca](mailto:engineeringintern@canmore.ca)
- 1.1.12 Refer to Subsection 2.2 Submission of Proposals, for submission requirements for the Proposal.
- 1.1.13 Proposals must be accompanied by a Bid Bond or other form of Bid Security as per Subsection 2.8 Bid Security, in the amount of 10% of the Contract Sum.
- 1.1.14 The lowest-priced or any Proposal will not necessarily be accepted.
- 1.1.15 Submission of a Proposal by the Proponent gives the Town the right to require the Proponent to execute the Contract and to perform the Work as set out within the Proposal Documents. Proposals may not be withdrawn at or after the RFP Closing and will be irrevocable and open for acceptance by the Town for a period of sixty (60) days after the RFP Closing.
- 1.1.16 The Successful Proponent will be notified in writing of the award of the Proposal by the Town providing the Successful Proponent a Letter of Award.

END OF SECTION

## 2.0 Instructions to Proponents

### 2.1 Interpretation

- 2.1.1 For these Instructions to Proponents, all terms shall have the same meanings as defined in the Standard General Conditions.
- 2.1.2 The provisions of the Canadian Free Trade Agreement (CFTA) and New West Partnership Trade Agreement (NWPTA) apply to this Request for Proposals.
  - 2.1.2.1 As per the requirements of the CFTA (2017), this Request for Proposals is subject to Part III, Chapter Five – Government Procurement of the Agreement.
  - 2.1.2.2 As required by the CFTA, the name of the Successful Proponent and the value of the award will be posted on APC and MERX.

### 2.2 Submission of Proposals

#### 2.2.1 Submissions

- 2.2.1.1 The submission shall consist of two PDF documents submitted through MERX, each respectively containing the Proponent's Qualifications Submission and Financial Submission. The documents shall be named as follows with each Proponent substituting their own name and using underscores ( \_ ) in place of spaces:

- a. File #1: CAP7302\_Proponent\_Name\_Qualifications\_Submission.pdf
- b. File #2: CAP7302\_Proponent\_Name\_Financial\_Submission.pdf

- 2.2.1.2 Each of the two PDF documents shall be signed and sealed within the document and include a cover page that clearly identifies the Proponent's name and address, the RFP name and number, and the file number and submission name, as follows:

Proposal for Town of Canmore, Alberta,  
STREETS AND DRAINAGE IMPROVEMENTS  
CAP7302

RFP Closing: 2:00:00 pm local time, August 28, 2023.

And either one of the following labels:

- a. File #1 – Qualifications Submission
  - b. File #2 – Financial Submission
- 2.2.1.3 Proponents shall be solely responsible for the delivery of their Proposals in the manner and time prescribed.
  - 2.2.1.4 Do not submit the Proposal Documents with the Proposal.
  - 2.2.1.5 Each Proposal shall include a Proposal Form with all the blank spaces filled in.
  - 2.2.1.6 The Contract Sum and Total Contract Amount must be written in words as well as figures and must be for a sum in Canadian Dollars including all tariffs, freight, duties, and taxes (other than the Goods and Services Tax). The Goods

and Services Tax must be shown as a separate amount unless otherwise specifically stipulated. In the event of a discrepancy between an amount written in words and an amount written in figures, the amount written in words shall be deemed the intended amount.

2.2.1.7 Proposal must be written in English.

2.2.1.8 On Unit Price Proposals, if there is a discrepancy found between the unit price and the extended amount, the unit price shall be deemed to represent the intention of the Proponent. The Town shall be entitled to recalculate the Contract Sum using the unit prices and such recalculated Contract Sum shall be incorporated in the Proposal.

#### 2.2.2 Proposal Modifications

2.2.2.1 Proposals shall not be withdrawn, modified, or clarified after being deposited with the Town unless such withdrawal, modification, or clarification is made in writing and received by the Town prior to the time and date specified for the RFP Closing. Any withdrawal, modification, or clarification of the Proposal must be duly executed in the same manner as the Proposal Form.

2.2.2.2 If a Proponent wishes to modify the Contract Sum, the Proponent may do so, prior to the RFP Closing, in accordance with Subsection 2.2.2.1, by issuing a written statement of the amount that is to be added to or deducted from, a specific bid item unit price or lump sum price or the Contract Sum, in the case of a lump sum bid. Unless otherwise stated, the modifying amount is deemed to exclude G.S.T.

### 2.3 Availability of Proposal Documents

2.3.1 An electronic version of the Proposal Documents is available on APC, MERX, and the Town's website at <https://canmore.ca/business/tender-opportunities>.

2.3.2 The Town will not provide a printed version of the Proposal Documents.

2.3.3 Proposal Documents being obtained from any source other than identified in Subsection 2.3.1, will be deemed non-compliant.

2.3.4 The Proponents shall review the latest edition of the Town of Canmore Engineering Design and Construction Guidelines available at [Town of Canmore - Engineering Reference Material](#).

2.3.5 It is the Proponent's sole responsibility to review electronic postings for addenda on APC, MERX, or at <https://canmore.ca/business/tender-opportunities>.

### 2.4 Changes to Proposal Documents

2.4.1 The Proponent shall carefully examine the Proposal Documents. Any errors, omissions, discrepancies, or clauses requiring clarification shall be reported in writing to the Town at least five (5) Working Days prior to the RFP Closing. If necessary, the Town will respond to errors, omissions, discrepancies, or clauses in the Proposal Documents requiring clarification by way of addenda.



- 2.4.2 The Proposal Documents supersede all communications, negotiations, agreements, representations, and warranties either written or oral relating to the subject matter of the Proposal made prior to the RFP Closing, and no changes will be made to the Proposal Documents except by written addenda.
- 2.4.3 Addenda may be issued during the RFP Period. All addenda become part of the Contract Documents and must be acknowledged in the space provided on the Proposal Form. See Subsection 2.3.5 for additional information.
- 2.4.4 Include costs to comply with the addenda in the Contract Sum.

## 2.5 Proponent Requirements

- 2.5.1 Proponents shall be actively engaged in the line of work required to perform the Work and shall be able to refer to work of a similar nature performed by them. Proponents should be fully conversant with the technical phraseology in the English language of the lines of work required to perform the Work.
- 2.5.2 Each Proponent shall review the Proposal Documents and confirm that they are in possession of a full set of Proposal Documents when preparing its Proposal.
- 2.5.3 Proposal Forms shall be properly executed in full compliance with the following requirements.
  - 2.5.3.1 The Proposal Form shall be signed under seal by the Proponent.
  - 2.5.3.2 Incorporated Proponents: Signature of at least one duly authorized signing officer. Insert the signing officer's name and position under each signature and affix a corporate seal.
  - 2.5.3.3 Unincorporated partnerships and joint ventures: each partner or member of an unincorporated partnership or joint venture must sign the Proposal form. Partners or joint venture members who are themselves incorporated entities must affix a corporate seal to this person's signature. Partners or joint venture members who are unincorporated must sign in the presence of a witness.
- 2.5.4 Proposals received from agents representing principals must be accompanied by a Power of Attorney duly executed by the said principals showing that the agents are duly authorized to sign and submit the Proposal and have full power to execute the Contract on behalf of their principals. The execution of the Contract will bind the principals and have the same effect as if it were duly signed by the principals.

## 2.6 Bylaws, Codes, Policies, and Regulations

- 2.6.1 The Proponent shall be aware of and comply with all Provincial and Federal legislation, regulations, and codes that may affect the Tender.

- 2.6.2 The Proponent shall be aware of and comply with all Town of Canmore bylaws, policies, corporate directives, administrative guidelines, and operational procedures brought to the attention of the Proponent by the Town from time to time. For convenience only and without limiting the foregoing, this shall include policies posted on the Town website (<https://canmore.ca/town-hall/bylaws-policy>), Policies (<https://canmore.ca/town-hall/policies>), and the Engineering Design and Construction Guidelines (<https://canmore.ca/documents/3973-2020-engineering-design-and-construction-guidelines>).

## 2.7 Litigation Policy and Past Performance

- 2.7.1 The Town may reject a Proposal submitted by a Proponent or an affiliate or associate of a Proponent who is in litigation or arbitration with the Town. For this section, an affiliate or associate shall have the same meaning as defined in the Business Corporations Act.
- 2.7.2 The Town may review its records with respect to the performance by a Proponent, or an affiliate or associate of a Proponent, on previous contracts with the Town. The Town may reject a Proposal submitted by a Proponent if the Town determines that a Proponent's performance or the performance of an affiliate or associate of a Proponent on previous contracts with the Town is unsatisfactory and the Town has advised in writing the Proponent or its affiliate or associate of this determination.

## 2.8 Bid Security

- 2.8.1 The Proponent is required to submit with its Proposal, a Bid Bond in favour of the Town equal to 10% of the Total Contract Amount as a guarantee that, if awarded the Proposal, the Proponent will enter into a Contract and submit the Performance Bond and the Labour and Material Payment Bond referred to in Subsection 2.9 below within the specified time frames.
- 2.8.2 Endorse the security in the name of the Town of Canmore as obligee, signed, and sealed by the Proponent and surety.
- 2.8.3 For Bid Bonds, Proponents are to use standard surety industry CCDC prescribed Bid Bond. Bid Bond form CCDC 220, meets this criterion.
- 2.8.4 For electronic bids, the Bid Bond is to be submitted in an electronic or digital format meeting the following criteria.
- 2.8.4.1 The version submitted by the Proponent must be verifiable by the Town with respect to the totality and wholeness of the bond form including the content, all digital signatures, and all digital seals with the surety company, or an approved verification service provider of the surety company. The results of the verification must provide a clear, immediate, and printable indication of pass or fail.
  - 2.8.4.2 The version submitted must be viewable, printable, and storable in standard PDF electronic file format and in a single file.
  - 2.8.4.3 The verification may be conducted by the Town immediately or at any time during the life of the bond and at the discretion of the Town with no requirement for passwords or fees.

- 2.8.4.4 Bonds failing the verification process will not be valid.
- 2.8.4.5 Bonds passing the verification process will be treated as original and authentic.
- 2.8.5 Consent of Surety: Submit with the Proposal Form, a letter of consent, stating that the surety company providing the Bid Bond is willing to supply the required Performance Bond and Labour and Material Payment Bond.
- 2.8.6 The Bid Bonds shall be returned as soon as possible to all Proponents after the Contract has been duly executed by the Successful Proponent.
- 2.8.7 The Town will not pay any interest on money furnished as security.
- 2.8.8 If the accepted Proponent fails for any reason to execute the Contract Agreement and to provide the bonds stipulated in Subsection 5.10 Bonds, in the Standard General Conditions within the time outlined in Subsection 2.9.2, and such extension of time as may be granted by the Town, that portion of its security deposit will be forfeited to and retained by the Town in the amount of the difference in money between the Total Contract Amount and the amount for which the Town may legally contract with another party to perform the work, if the latter amount be in excess of the former.
- 2.8.9 Bid Bond and Consent of Surety must be issued by a surety company licensed to conduct business in the Province of Alberta.

## **2.9 Performance Bond and Labour and Material Payment Bond**

- 2.9.1 The Successful Proponent shall provide Performance Bond and Labour and Material Payment Bonds as described in Subsection 5.10 Bonds in the Standard General Conditions.
- 2.9.2 The Successful Proponent shall provide the Performance Bond and Labour and Material Payment Bond to the Town no later than ten (10) Working Days after receipt of the Letter of Award from the Town.
- 2.9.3 Proponent to include the cost of bonds in the Total Contract Amount.

## **2.10 Insurance**

- 2.10.1 Proposals shall include a Certificate of Insurance certifying that the insurance as required in Subsection 5.11 of the Standard General Conditions is in place or, if the required insurance is not in place, a Letter of Insurability from the Proponent's insurance broker certifying that the required insurance will be issued if the Proponent is successful.
- 2.10.2 The Successful Proponent shall provide all required insurance to the Town no later than ten (10) Working Days after receipt of the Letter of Award from the Town.

## **2.11 Workers' Compensation**

- 2.11.1 Proponents shall submit with their Proposal, a Letter of Account from the Workers' Compensation Board - Alberta. This letter must be current and not dated prior to fourteen (14) days of the RFP Closing.

- 2.11.2 Proponents who do not have an account with the Workers' Compensation Board - Alberta shall provide with their Proposal evidence of a Subcontractor or other company that will carry such coverage on their behalf.
- 2.11.3 If directors, partners, or owners of the Contractor will be actively providing services under the Contract, then the Contractor must provide WCB coverage for those directors, partners, and owners. The Contractor will provide evidence of such coverage to the Town upon request.

## **2.12 Certificate of Recognition (COR) Safety Program Requirement**

- 2.12.1 The Proponent shall submit with their Proposal, a Certification of Recognition (COR) appropriate to their industry issued by the Alberta Construction Safety Association or other industry association or a valid Temporary Letter of Certification issued by the Alberta Construction Safety Association which is otherwise acceptable to the Town.
- 2.12.2 For Proponents with ten (10) or less employees, a Small Employer Certificate of Recognition (SECOR) is an acceptable alternate to COR.

## **2.13 Work Site Conditions**

- 2.13.1 The Proponent shall carefully examine the Work Site before submitting a Proposal and shall satisfy itself as to the nature and location of the Work, local conditions, subsurface conditions, topography, the nature and quality of materials to be used, the equipment and facilities needed before and during the execution of the Work, and all matters which may in any way affect the Work.
- 2.13.2 The Proponent is fully responsible for obtaining all information required for the preparation of its Proposal and for the execution of the Work.
- 2.13.3 The Proponent shall not rely upon any oral information provided to it by the Town or its representatives.

## **2.14 Proposal Submission, Format, and Content Requirements**

- 2.14.1 Proponents shall include the following components of the Proposal Form in File #1 – Qualifications Submission:
  - 2.14.1.1 Mandatory Components:
    - a. Bid Security (Bid Bond and Consent of Surety to furnish Performance Bond and Labour and Material Payment Bond);
    - b. Certificate of Insurance;
    - c. Letter of Account from the Workers' Compensation Board – Alberta; and
    - d. Certification of Recognition (COR) issued by the Alberta Construction Safety Association.
  - 2.14.1.2 Technical Proposal:
    - a. Section 1 – Project Understanding, Methodology, and Approach;
    - b. Section 2 – Construction Team and Experience;
    - c. Section 3 – Schedule; and

d. Section 4 – Quality Control, Safety, and Risk Management.

2.14.2 Proponents shall include the following components of the Proposal Form in File #2 – Financial Submission:

- a. Proposal Submission Form;
- b. Proposal Form – Schedule A (Pricing Form); and
- c. Proposal Form – Schedule B (Force Account Rates).

2.14.3 The Proponent is required to clearly demonstrate its understanding of the Project scope and the requirements for successful completion of the work, which includes but is not limited to, scheduling of the work, continued coordination with Project stakeholders, staging and planning of the work, management of site conditions, safety, and quality. The Streets and Drainage improvements project includes the construction of roadway infrastructure adjacent to commercial and residential areas. Preparation and adherence to traffic control plans and pedestrian management/detours will be a critical component of the project. A demonstrated understanding of and experience with these working conditions is considered a critical success factor for the Project. The scope of work, location, and the existing conditions of the Project Site are described in detail within the RFP and should be fully considered in the Proponents’ Technical Proposal.

2.14.4 The Technical Proposal shall be limited to a maximum of 10 pages (excluding the cover page of the PDF document, any cover letter, any section dividers, the Mandatory Component documents, curricula vitae (CVs), and schedule). Conciseness in the submissions is of value to the evaluation process. Proponents should strive to provide only focussed, project-specific information that directly addresses the submission and evaluation requirements.

2.14.5 The following table provides a detailed description of submission requirements and evaluation criteria for the Technical Proposal.

<b>Submission Requirements</b>	<b>Rating</b>
<p><b>Section 1 – Project Understanding, Methodology, and Approach</b></p> <p>Provide a brief overall statement confirming knowledge of site conditions, commitment of resources, and ability to manage a multi-disciplinary construction project.</p> <p>Provide acknowledgement of project objectives along with a brief statement of proposed methodology to achieve the project objectives which include:</p> <ul style="list-style-type: none"> <li>• Maintaining positive stakeholder relations with members of the public and adjacent residents;</li> <li>• Managing pedestrian and cyclist detours, and ensuring access to the site when necessary;</li> <li>• Managing traffic accommodation while ensuring single lane alternating traffic is in place for the duration of work.</li> <li>• Nighttime construction methodology for rehabilitation of Canmore Municipal Heliport.</li> <li>• Maintaining a safe and secure worksite during evenings/weekends; and</li> </ul>	Pass/Fail

Submission Requirements	Rating
<ul style="list-style-type: none"> <li>Minimizing unnecessary disturbance to existing landscaped areas adjacent to the project.</li> </ul>	
<p><b>Section 2 – Construction Team and Experience</b></p> <p>Demonstrate the knowledge, ability, and resources of the Proponent and key Subcontractors to undertake and successfully deliver this Project. Include all Proponent and Subcontractor personnel as a unified team of Key Personnel and include:</p> <ul style="list-style-type: none"> <li>Organizational chart of all Key Personnel including roles, responsibilities, and supporting relationships. This shall include at minimum:                             <ul style="list-style-type: none"> <li>Specific identification of the overall Proponent’s project manager;</li> <li>Specific identification of lead safety personnel; and</li> <li>List of all Subcontractors and suppliers/fabricators who are part of the proposed team.</li> </ul> </li> <li>Three reference projects that demonstrate successful completion of work similar to this Project, with reference to the project objectives outlined in Section 1.0 Request For Proposals. If a Subcontractor is to be engaged for core work, then their comparable experience may be included among the reference projects.</li> <li>Reference projects should include the following information:                             <ul style="list-style-type: none"> <li>Description of the project including location, scope, and any aspects that were comparable to this project;</li> <li>Project owner and Engineer;</li> <li>Start and completion dates;</li> <li>Approximate value;</li> <li>List of Key Personnel and Subcontractors for the proposed Streets and Drainage team; and</li> <li>Reference contact information (preferably the owner representative, or alternatively the Engineer), including name, title, organization, project role, phone number, and email. The Town of Canmore, at its sole discretion, may contact the reference contact and use the provided feedback in the Proponent’s evaluation.</li> </ul> </li> <li>Brief (1-2 pages each) CVs for all Key Personnel, citing relevant qualifications and experience in projects of comparable complexity and scope.</li> </ul>	<p>Pass/Fail</p>
<p><b>Section 3 – Schedule</b></p> <p>Provide a schedule that is tied to the Proponent’s Project Understanding, Methodology, and Approach (refer to Section 1 Project Understanding, Methodology, and Approach, above) and which demonstrates the Proponent’s understanding of the relationship between all Work components. Include the following information:</p> <ul style="list-style-type: none"> <li>All major tasks and operations by the Proponent and its Subcontractors and by others, including proposed milestone for major scopes of work.</li> <li>Start, completion, and milestone dates for the project; and</li> </ul>	<p>Pass/Fail</p>

Submission Requirements	Rating
<ul style="list-style-type: none"> <li>If the proposed Construction Completion Date differs from the Town’s indicated date, provide supporting rationale and information about the proposed change. Acceptance of an alternate Construction Completion Date is at the sole discretion of the Town. If the Town accepts a proposal with an alternate Construction Completion Date, then that date will be incorporated into the Contract at time of award.</li> </ul>	
<p><b>Section 4 – Quality Control, Safety, and Risk Management</b></p> <p>The purpose of this evaluation component is to demonstrate that the Proponent has the necessary quality, safety, and risk management systems in place to successfully deliver the project. The Proponent’s submission for Quality Control, Safety, and Risk Management should include at minimum generic templates or previous project examples of the following plans:</p> <ul style="list-style-type: none"> <li>Construction Health and Safety Plan</li> <li>Inspection and Quality Management Plan</li> <li>Framework for Traffic Accommodation and ECO Plans suitable for the scope of work as outlined above.</li> </ul>	<p>Pass/Fail</p>

**2.15 Evaluation of Proposals**

- 2.15.1 The Town will establish an Evaluation Committee to evaluate and make recommendations from the Proposals. The Town, in its sole discretion, will determine the size, structure, and composition of the Evaluation Committee. The Evaluation Committee may be assisted by and receive advice from any of the Town’s advisors, and any other employees or representatives of the Town in any manner determined necessary or desirable by the Town.
- 2.15.2 If a member of the Evaluation Committee becomes unable to continue serving on the Evaluation Committee before the completion of a step in the evaluation process, the evaluation comments, and scores of that individual, in respect of the uncompleted steps in the evaluation process only, will be ignored. Whether or not an Evaluation Committee member, in these circumstances, is replaced is in the sole discretion of the Town.
- 2.15.3 Evaluation Step 1 – Review of Proposal Contents and Mandatory Components
  - 2.15.3.1 For each Proposal received by the RFP Closing, the Town will open and review the content of File #1 and will determine whether it complies with the submission requirements set out in Subsection 2.14.
  - 2.15.3.2 The Town will review and confirm suitability of the Mandatory Components.
  - 2.15.3.3 If the Town finds minor or clerical errors in the Mandatory Components of a Proponent and determines, at its sole discretion, that the rectification of such errors will not alter the substantive intent if the Proposal, the Town will allow that Proponent the opportunity to rectify such failures to properly deliver, and if applicable, execute, the Mandatory Components. Such rectification

must occur within a fixed time period which will be provided by the Town to the Proponent, at the Town’s sole discretion.

- 2.15.3.4 If the Town, at its sole discretion, finds that any of the Mandatory Components are not in a suitable form, or if a Proponent fails to rectify errors in the Mandatory Components when afforded the opportunity to do so, then the given Proposal will be deemed incomplete and not evaluated further.

2.15.4 Evaluation Step 2 – Review of Technical Proposals

- 2.15.4.1 For each Proposal successfully completing Evaluation Step 1, the Evaluation Committee will evaluate the Technical Proposal using the evaluation criteria set out in Subsection 2.14.5 in order to confirm whether each component satisfactorily addresses project requirements, or not. Components that are satisfactory will be rated “Pass” while those that are unsatisfactory will be rated “Fail”.
- 2.15.4.2 Each member of the Evaluation Committee shall evaluate the Technical Proposals individually. The Evaluation Committee shall then meet collectively to finalize the evaluation and arrive at a consensus for the final Technical Submission ratings for each component and each evaluated Proponent.
- 2.15.4.3 Each of the four (4) Technical Submission components must achieve a “Pass” rating for the Proposal to be evaluated further. Submissions with a “Fail” score on any one or more of the components will not be considered further.

2.15.5 Evaluation Step 3 – Review of Financial Proposals

- 2.15.5.1 For each Proposal successfully completing Evaluation Step 2, the Town will open and review the content of File #2 and will determine whether it complies with the submission requirements set out in Subsection 2.14. For clarity, the Town will not open or evaluate File #2 for any Proposal that does not meet requirements of the Mandatory Components or that does not attain a “Pass” rating for all Technical Submission components.
- 2.15.5.2 In general, among the Proposals that successfully progress to Evaluation Step 3, the Town intends to give preference to the lowest-price Proposal submission, though Proponents are advised that the Town will consider the Financial Submissions in totality with the Technical Submissions to confirm a Preferred Proponent that provides the best balance of competitive pricing, qualified technical capability, and comparable experience for this Project. The Town will also consider pricing risk and may disqualify a submission if the unit prices are palpably unbalanced or otherwise create risk to the Town in the event of changes to the work. The lowest-price or any Proposal will not necessarily be accepted.



- 2.15.6 The Town will, in its sole discretion, determine:
- a. Whether a Proposal has complied with the submission requirements;
  - b. The evaluation of the Proposals; and
  - c. Whether a Proposal or a Proponent:
    - i. Is disqualified, or
    - ii. Will cease to be considered in the evaluation process.
- 2.15.7 The Town has the right, at any time and in its sole discretion, to consider in the evaluation of the Proposals or in the exercise of any of the Town's rights under the RFP any of the following.
- 2.15.7.1 Any instances of poor performance by a Proponent or a Proponent's team member that the Town has experienced.
- 2.15.7.2 Any publicly available information about a Proponent or a proponent's team members that is, in the Town's sole discretion, considered credible information.
- 2.15.8 The Town may, in its sole discretion, disqualify a Proponent or a Proposal, or reverse its decision to identify a Proponent as the Successful Proponent at any time prior to the Effective Date in the case of any of the following.
- 2.15.8.1 The Proposal is determined to be non-compliant.
- 2.15.8.2 The Proponent fails to cooperate in any attempt by the Town to clarify or verify any information provided by the Proponent in its Proposal.
- 2.15.8.3 The Proponent engages in lobbying or other promotional activity outside this Request For Proposals process, in relation to the Work.
- 2.15.8.4 The Proponent fails to comply with Applicable Law.
- 2.15.8.5 The Proposal contains false or misleading information or a misrepresentation.
- 2.15.8.6 The Proposal, in the opinion of the Town, reveals a material Conflict of Interest for which the Proponent:
- a. Does not receive a waiver or consent from the Town; or
  - b. Fails to substitute the Person giving rise to the Conflict of Interest.
- 2.15.8.7 The Proponent or Proponent team member has committed a material breach of:
- a. Any existing agreement between the Proponent and the Town; or
  - b. Any other provision of the RFP.
- 2.15.8.8 A Proponent or any Proponent team member or any director or officer of either a Proponent or Proponent team member has been convicted of an offence in connection with any goods and/or services rendered to the Town.

- 2.15.8.9 There are any convictions related to inappropriate bidding practices or unethical behaviour by a Proponent or a Proponent team member or any of their Affiliates or any director or officer of either a Proponent or Proponent team member in relation to a public or broader public sector tender or procurement in any jurisdiction.
- 2.15.8.10 The Proposal, in the opinion of the Town, contains unsustainable pricing.
- 2.15.8.11 In the twelve (12) months prior to the RFP Closing, the Town became aware that the Proponent or Proponent team member failed to disclose an actual Conflict of Interest in the past or current procurement issued by the Town, unless the Proponent has demonstrated to the satisfaction of the Town that the Proponent has implemented measures to prevent future false or omitted disclosure of actual Conflicts of Interests.
- 2.15.8.12 In the twelve (12) months prior to the RFP Closing, the Proponent has been subject to a Stop Work Order or other similar action by Occupational Health and Safety.
- 2.15.8.13 The Proponent in the reasonable opinion of the Town based on references provided by the Proponent in response to the RFP may not be able to perform the Agreement as contemplated by the Town in the RFP or as proposed by the Proponent in their Proposal.

## **2.16 Alternative Product Approvals**

- 2.16.1 The Proponent must obtain approval for proposed Alternative Products that are at variance with the Specifications or Drawings prior to submitting its Proposal.
- 2.16.2 The Proponent must obtain approval for Alternative Products that it proposes to substitute for trade name Products specified in the Proposal Documents prior to submitting its Proposal.
- 2.16.3 Proponents must submit applications for approvals as an inquiry, under this Subsection 2.16 Alternative Product Approvals, in writing five (5) Working Days prior to the RFP Closing.
- 2.16.4 Applications for approvals under this Subsection 2.16 Alternative Product Approvals, must contain sufficient data to establish that the proposed Products are in all respects equal to or better than the Products specified in the Proposal Documents.
- 2.16.5 Approvals under this Subsection 2.16 Alternative Product Approvals, shall be communicated to all Proponents by addenda.
- 2.16.6 Whenever alternatives are accepted, the Proponent shall be responsible for making all consequent adjustments to make the alternative fit into the Work as specified. The costs shall be deemed to be included in the Contract Sum for the alternative proposal.

## 2.17 Acceptance or Rejection of Proposals

2.17.1 As a general framework, all Proposals will be evaluated in the context of the overall value they bring to the Town. The criteria to be considered by the Town will include a combination of expertise, qualifications, fee, and such other criteria as determined by the Town at its sole and unfettered discretion. Notwithstanding anything else contained within the Proposal Documents, the Town reserves the right, in its sole and unfettered discretion, to reject or accept any Proposal, including the right to reject all Proposals without further explanation or to accept any Proposal considered advantageous to the Town. Without limiting the generality of the foregoing, any Proposal which:

- a. Is unsigned, unbalanced, incomplete, obscure, irregular, illegible, or unrealistic;
- b. Is non-compliant or conditional;
- c. Has erasures or corrections;
- d. Omits a price on any or more items in the Proposal;
- e. Fails to complete the information required in the Proposal; or
- f. Is accompanied by an insufficient Bid Security or in an unsatisfactory form,

May at the Town's sole and unfettered discretion be rejected or accepted. Further, a Proposal may be rejected based on the Town's unfettered assessment as to a Proponent's past work performance for the Town or for anyone else or as to a Proponent's financial capabilities, completion schedule, or ability to perform the Work.

2.17.2 Proposals which are qualified or based upon conditions placed by the Proponent may be eliminated from the competition as part of the administrative review process. The Town may, in its absolute discretion, deem a conditional or qualified Proposal to be non-responsive and refuse to consider it.

2.17.3 The Town may elect, at its sole discretion, to accept or reject any Proposal or part thereof and to waive any defect, irregularity, mistake, or non-compliance in any Proposal and to accept or reject any Proposal or alternative Proposal, in whole or in part, which it deems to be most advantageous to its interests. At all times, the Town reserves the right to seek written clarification regarding a Proposal from a Proponent. Such clarification shall be deemed an amendment to the Proponent's Proposal.

## 2.18 Successful Proponent

2.18.1 Award of Contract by the Town occurs once the Proponent receives a written confirmation of acceptance (Letter of Award) from The Town.

2.18.2 The Successful Proponent shall, within the ten (10) Working Days of the date of Letter of Award:

- a. Provide the required Performance and Labour and Material Payment Bonds; and
- b. Provide a Certificate of Insurance.

2.18.3 Upon the Successful Proponent complying with Subsection a, the Bid Security will be returned to the Proponent.

- 2.18.4 If the Successful Proponent fails to comply with Subsection a, the Town may retain the Bid Security. This forfeiture of a Successful Proponent's Bid Security shall not be construed as a waiver of any rights or remedies which the Town may have against the Proponent for loss or damages incurred or suffered in excess of the amount of the Bid Security.
- 2.18.5 Within ten (10) Working Days of receipt of the Contract Agreement from the Town, the Successful Proponent shall duly execute the Contract Agreement (including the Drawings) and return them to the Town.
- 2.18.6 The Successful Proponent shall provide a comprehensive Construction Health and Safety Plan (CHSP) describing how health and safety will be managed for the Work. The CHSP must specify any Disease Mitigation Measures intended to comply with any Disease Mitigation Guidelines in place at the time of proposal. Disease Mitigation Measures specified in the CHSP must be updated promptly after any Disease Mitigation Guidelines are updated by the responsible authorities.
- 2.18.7 The Town may, prior to and after contract award, negotiate changes to the scope of work, the type of materials, the specifications or any conditions with one or more of the Proponent without having any duty or obligation to advise any other Proponent or to allow them to vary their Proposal as a result of such changes and the Town shall have no liability to any other Proponent as a result of such negotiations or modifications.
- 2.18.8 No implied obligation of any kind or on behalf of the Town shall arise from anything in the Proposal Documents.
- 2.18.9 By submitting a Proposal, each Proponent acknowledges and agrees that it waives any right to contest in any legal proceedings the decision of the Town as to the Successful Proponent.
- 2.18.10 The Town also reserves the right to accept conditions to be offered by and/or negotiated with the Successful Proponent which are not specifically contained in the Proposal Documents. Such options and/or alternatives shall be included in the Proposal review process as part of the evaluation.
- 2.18.11 The Town will select one or more Proponent(s) who submitted a Proposal with whom the Town, in its sole and unfettered discretion, will negotiate regarding the terms of a contract for the Work.

## **2.19 Freedom of Information and Protection of Privacy Act**

- 2.19.1 All documents submitted to the Town will be subject to the protection and disclosure provisions of the Freedom of Information and Protection of Privacy Act (FOIP). FOIP allows persons a right of access to records in the Town's custody or control. It also prohibits the Town from disclosing the Proponent's personal or business information where disclosure would be harmful to the Proponent's business interests or would be an unreasonable invasion of personal privacy as defined in FOIP. Proponents are encouraged to identify what portions of their Proposals are confidential and what harm could reasonably be expected from its disclosure. However, the Town cannot assure Proponents that any portion of the Proposal can be kept confidential under FOIP.

## 2.20 Disclaimer of Liability

- 2.20.1 Notwithstanding any other provision, by submitting a Proposal, each Proponent agrees that any claim that the Proponent may have against the Town and the Town's affiliates (and their employees, agents, consultants, and elected officials) (collectively the "Town Parties") for damages, losses, expenses, or for any other legal relief, arising, directly or indirectly, under or in relation to this Request for Proposal process (whether in contract, tort, or other legal theory) is limited to an amount equal to the Proponent's actual and reasonable costs in preparing its Proposal to a maximum of \$5,000.00. For clarity, each Proponent specifically waives as against the Town Parties any claim for loss of profit or anticipated profit, loss of opportunity, loss of reputation, consequential or indirect losses, or for judicial review or injunctive relief.
- 2.20.2 By submitting a Proposal, a Proponent agrees to the following.
- 2.20.2.1 To be responsible for conducting its own due diligence on assumptions, data, and information upon which its Proposal is based.
  - 2.20.2.2 That it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming, including all risks relating to the Project and the Work Site.
  - 2.20.2.3 That it has gathered all information necessary to perform all its obligations under its Proposal.
  - 2.20.2.4 That it is solely responsible for ensuring that it has all information necessary to prepare the Proposal and for independently verifying and informing itself with respect to any terms or conditions that may affect the Proposal.
  - 2.20.2.5 That it shall not be entitled to claim against the Town, their elected officials, officers, employees, insurers, agents, or advisors on grounds that any information, whether obtained from the Town or otherwise (including information made available by its elected officials, officers, employees, agents, or advisors), regardless of the manner or form in which the information is provided is incorrect or insufficient.
  - 2.20.2.6 To waive any right to contest in any proceeding, case, action, or application, the right of the Town to negotiate with any Proponent for the contract whom the Town deems, in its sole and unfettered discretion, to have submitted the Proposal most beneficial to the Town and acknowledges that the Town may negotiate and contract with any Proponent it desires.

END OF SECTION

### 3.0 Proposal Forms

The Proposal Form Section is comprised of the following documents:

For inclusion in File #2 – Financial Submission:

- a. Proposal Submission Form;
- b. Proposal Form – Schedule A (Pricing Form); and
- c. Proposal Form – Schedule B (Force Account Rates).

**3.2 Proposal Submission Form**

Date: \_\_\_\_\_

Proponent: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Representative: \_\_\_\_\_

Please Print \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax#: \_\_\_\_\_

Email: \_\_\_\_\_

GST Registration No.: \_\_\_\_\_

Project Name: STREETS AND DRAINAGE IMPROVEMENTS

Project Number: CAP7302

To:

Town of Canmore  
 902-7th Avenue Canmore, Alberta T1W 3K1  
 Attn: Jessica Tomashewski

3.2.1 If selected the Successful Proponent shall perform the Work and fulfill all other requirements of the Contract for the sum of (all in Canadian Dollars):

	Amount in Words	Amount in Figures
Contract Sum		
GST 5%		
Total Contract Amount		

- 3.2.2 If the Proponent fails or declines to execute the Contract or provide the Performance Bond and Labour and Material Payment Bond as required, the Bid Security shall be forfeited to the Town as compensation for damages that the Town may suffer by reason of the Proponent's failure to execute the Contract or provide the Performance Bond. The Proponent acknowledges that the forfeiture of the Bid Security shall not limit or restrict the Town's right to recover from the Proponent damages suffered in excess of the amount of the Bid Security.
- 3.2.3 The Proponent hereby represents to the Town that it:
- a. Has carefully examined the Contract Documents as listed in the Contract Agreement;
  - b. Has carefully examined the Work Site;
  - c. Is aware and will comply with requirements of Subsection 2.6 Bylaws, Codes, Policies, and Regulations; and
  - d. Has the resources, skills, and ability to perform the Work in accordance with the Contract Documents.
- 3.2.4 The Proponent understands and agrees to the following.
- 3.2.4.1 The Town reserves the right to increase, decrease, delete, or vary any portion of the Work, and the Proponent agrees to comply with any such changes in the Work subject to valuation and adjustment as provided in the Contract.
- 3.2.4.2 The quantities, if any, listed by the Town in the schedule herein are approximate only and are for the purpose of comparing Proposals. No claim will be allowed for any loss of anticipated profits resulting from any excess or deficiency in the quantities shown.
- 3.2.4.3 Payment under the Contract will be made on the basis of completed work, or portions thereof, measured and accepted by the Town and valued at the applicable unit prices, or applicable lump sum prices or portions thereof.
- 3.2.5 The Proponent declares that with respect to federal commodity tax instructions, the Proposal Documents have been fully observed and adhered to, the goods and services tax status of the goods involved has been properly determined, and all rates and entitlements provided for in the relevant tax statutes as affecting the Town have been duly considered.
- 3.2.6 The Proponent represents and warrants to the Town that the several declarations and matters stated in this Proposal Form and this Proposal are true and binding in all respects, and that this Proposal has been compiled by the Proponent with full knowledge and understanding of all matters and things called for insofar as they relate to the Proposal Documents.
- 3.2.7 The Proponent hereby acknowledges that it is in possession of the current edition of the Town of Canmore Engineering Design and Construction Guidelines and further, acknowledges that the Town of Canmore Engineering Design and Construction Guidelines form an integral part of the Proposal Documents.
- 3.2.8 The Proponent acknowledges that payment for work performed under the Contract shall be on the basis of unit prices.



3.2.9 The Proponent represents and warrants to the Town that:

3.2.9.1 Neither the Mayor, nor a Town Councillor, nor a Town employee has any financial interest, either directly or as a shareholder, director, officer, or partner, in the Proponent except as follows:

---

3.2.9.2 No spouse, child, parent, or parent of the spouse of either the Mayor, a Town Councillor, nor a Town employee has any financial interest, either directly or as a shareholder, director, officer, or partner, in the Proponent except as follows:

---

3.2.9.3 This Proposal has been submitted without collusion of any other person who may have submitted a Proposal for this Project and the Proponent has not compared figures with any other party that may be submitting a Proposal. The Proponent has not made an agreement with any other party whereby that party has agreed not to submit a Proposal.

3.2.9.4 The Engineer named in the Request for Proposals for this Project has no financial interest, either directly or as a shareholder, director, officer, or partner, in the Proponent except as follows:

---

3.2.10 Contract Schedule:

3.2.10.1 The Proponent agrees to achieve the Construction Completion dates identified in the Contract by the following July 31, 2024 or alternate Construction Completion Date if proposed]:

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3.2.11 Addenda

3.2.11.1 The Proponent acknowledges receipt of the following Addenda and have included for the requirements thereof in my/our Proposal response:

Addendum # \_\_\_\_\_ to \_\_\_\_\_.

SIGNED, SEALED AND DELIVERED BY:

**PROPONENT:**

\_\_\_\_\_  
(Proponent – print legal name)

(Affix corporate seal)

The Proponent’s corporate seal was affixed by the following duly authorized signing authority:

Per:

\_\_\_\_\_  
(Signature of authorized officer)

\_\_\_\_\_  
(Signature of witness)

\_\_\_\_\_  
(Print name and title of authorized officer)

\_\_\_\_\_  
(Print name and address of witness)

Per:

\_\_\_\_\_  
(Signature of authorized officer)

\_\_\_\_\_  
(Signature of witness)

\_\_\_\_\_  
(Print name and title of authorized officer)

\_\_\_\_\_  
(Print name and address of witness)

**Notes re. signing:**

*Incorporated Proponents: One signatory with authority to bind the corporation is sufficient for incorporated Proponents. All corporate Proponents from outside of the Province of Alberta must affix a corporate seal. Corporate Proponents incorporated in the Province of Alberta must use a corporate seal whenever available. If a corporate Proponent incorporated in Alberta has no corporate seal, the signatory must:*

- *Sign before a witness, who must sign beside the signatory; and*
- *Attach a duly made corporate resolution authorizing the signatory to sign this Bid Form.*

*Unincorporated partnerships and unincorporated joint ventures must have each partner or member sign. Each member of an unincorporated partnership or joint venture must sign with a witness or by affixing their own corporate seal as applicable.*

### **3.3 Proposal Form - Schedule A (Pricing Form)**

Schedule of Approximate Quantities and Unit Prices For

STREETS AND DRAINAGE IMPROVEMENTS  
CAP7302

- 3.3.1 The following Schedule to the Proposal Form is included with and forms part of the Proposal. The information provided on these forms will be used by the Town during Proposal evaluation.

**3.4 Proposal Form - Schedule A**

Bid Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
<b>General Provisions for 2023 Works</b>					
1.0	General Requirements	LS	1	\$	\$
2.0	Traffic Control & Accommodation	LS	1	\$	\$
3.0	Erosion & Sediment Control	LS	1	\$	\$
<b>General Provisions</b>					<b>\$</b>

Bid Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
<b>General Provisions for 2024 PROVISIONAL SCOPE OF WORK (PALLISER TRAIL, FAIRHOLME DRIVE MILL &amp; OVERLAY)</b>					
1.0	General Requirements	LS	1	\$	\$
2.0	Traffic Control & Accommodation	LS	1	\$	\$
3.0	Erosion & Sediment Control	LS	1	\$	\$
<b>General Provisions</b>					<b>\$</b>

Bid Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
<b>SITE A - 16th Street Drainage and Surface Improvements</b>					
1.0	Tree and root structure removal	LS	1	\$	\$
2.0	Cleanout Existing Drywell	LS	1	\$	\$
3.0	Waste Excavation	m <sup>3</sup>	85	\$	\$
4.0	Subgrade Preparation	m <sup>2</sup>	213	\$	\$
5.0	Install Rolled Curb & Gutter	l.m	32	\$	\$
6.0	Install Reinforced Rolled Curb & Gutter	l.m	8	\$	\$
7.0	80mm Granular Sub-Base Course, 200mm compacted thickness	m <sup>2</sup>	213	\$	\$
8.0	25mm Granular Base Course, 100mm compacted thickness	m <sup>2</sup>	213	\$	\$
9.0	Prime Coat	m <sup>2</sup>	213	\$	\$
10.0	Asphalt Concrete Pavement, CoC Mix Type B (PG 58-31) 80mm Compacted Thickness	m <sup>2</sup>	213	\$	\$
11.0	Gate Supply and Installation	LS	1	\$	\$
<b>SITE A - 16th Street Drainage and Surface Improvements</b>					<b>\$</b>

Bid Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
<b>SITE B - 17th Street Drainage Improvements</b>					
1.0	Remove and Dispose of Existing Asphalt	m <sup>2</sup>	86	\$	\$
2.0	Waste Excavation	m <sup>3</sup>	1	\$	\$
3.0	Scarify and Recompact Existing Granular Base	m <sup>2</sup>	86	\$	\$
4.0	Installation of Concrete Swale	l.m	20.5	\$	\$
5.0	Prime Coat	m <sup>2</sup>	74	\$	\$
6.0	Asphaltic Concrete Pavement - Coc Mix type B (PG58-31) 80mm Compacted Thickness	m <sup>2</sup>	74	\$	\$
<b>SITE B - 17th Street Drainage Improvements</b>					<b>\$</b>

Bid Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
<b>SITE C - Fairholme Drive Asphalt Rehabilitation – PROVISIONAL – 2024 WORKS</b>					
1.0	Remove Precast Concrete	LS	1	\$	\$
2.0	Edge Milling of Existing Asphalt	m <sup>2</sup>	2,329	\$	\$
3.0	Spray Patching and Crack Sealing	l.m	232	\$	\$
4.0	Asphalt Concrete Level Course	Tonne	11	\$	\$
5.0	Tack Coat	m <sup>2</sup>	12,376	\$	\$
6.0	Asphalt Concrete Pavement Overlay - CoC Mix Type B (PG 58-31), 70mm Compacted Thickness	m <sup>2</sup>	12,376	\$	\$
7.0	Reinstall Precast Concrete	LS	1	\$	\$
8.0	Pavement Markings				
8a	Sharrow Bike Symbols	EA	32	\$	\$
8b	Centre Line marking	l.m	708	\$	\$
8c	Pedestrian Crossings	l.m	182	\$	\$
8d	Stop Bars	l.m	53	\$	\$
<b>SITE C - Fairholme Drive Asphalt Rehabilitation</b>					<b>\$</b>



Bid Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
<b>SITE D - Fairholme Drive Sidewalk Expansion</b>					
1.0	Relocate Existing Garbage Bin	LS	1	\$	\$
2.0	Relocate Existing Mailbox	LS	1	\$	\$
3.0	Relocate Existing Bench	LS	1	\$	\$
4.0	Remove and re-install signage	EA	3	\$	\$
5.0	Remove and Dispose of Existing Asphalt	m <sup>2</sup>	14	\$	\$
6.0	Remove and Dispose of Existing Exposed Aggregate Sidewalk	m <sup>2</sup>	4	\$	\$
7.0	Remove and Dispose of Existing Concrete Swale	l.m	1	\$	\$
8.0	Topsoil Stripping	m <sup>2</sup>	99	\$	\$
9.0	Landscape Stock Pile and Re-install	LS	1	\$	\$
10.0	Installation of Concrete Sidewalk	m <sup>2</sup>	130	\$	\$
11.0	Installation of Reinforced Concrete Driveway	m <sup>2</sup>	18.5	\$	\$
<b>SITE D - Fairholme Drive Sidewalk Expansion</b>					<b>\$</b>

Bid Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
<b>SITE E - Palliser Trail Asphalt Rehabilitation – PROVISIONAL 2024 WORKS</b>					
1.0	Waste Excavation - Asphalt/Granular Material - 110mm Depth	m <sup>2</sup>	13,600	\$	\$
2.0	Scarify, Regrade, and Recompact Existing Granular Base	m <sup>2</sup>	13,600	\$	\$
3.0	Prime Coat	m <sup>2</sup>	13,600	\$	\$
4.0	Asphalt Concrete Pavement Base Lift - ACP Mix Type S3 PG 52-34, - 80mm Compacted Thickness	m <sup>2</sup>	13,600	\$	\$
5.0	Tack Coat	m <sup>2</sup>	13,060	\$	\$
6.0	Asphalt Concrete Pavement Surface Lift ACP Mix Type M1 PG 52-34 - 70mm Compacted Thickness	m <sup>2</sup>	13,060	\$	\$
7.0	Pavement Markings				
7a	Centerline Painting	l.m	1,800	\$	\$
<b>SITE E - Palliser Trail Asphalt Rehabilitation</b>					<b>\$</b>

Bid Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
<b>SITE F - Alpine Helicopter Pad Asphalt Rehabilitation - Night Work</b>					
1.0	Remove and Dispose of Existing Asphalt Pavement	m <sup>2</sup>	456	\$	\$
2.0	Scarify, Regrade, and Recompact Existing Granular Base	m <sup>2</sup>	456	\$	\$
3.0	Prime Coat	m <sup>2</sup>	456	\$	\$
4.0	Asphalt Concrete Pavement Base Lift CoC Mix Type B (PG 58-34) - 50mm Compacted Thickness	m <sup>2</sup>	456	\$	\$
5.0	Tack Coat	m <sup>2</sup>	456	\$	\$
6.0	Asphalt Concrete Pavement Surface Lift CoC Mix Type B (PG 58-34) - 60mm Compacted Thickness	m <sup>2</sup>	456	\$	\$
7.0	Pavement Markings	LS	1	\$	\$
<b>SITE F - Alpine Helicopter Pad Asphalt Rehabilitation - Night Work</b>					<b>\$</b>

**3.5 Summary**

<b>Summary (2023 WORKS)</b>	
General Provisions	\$
SITE A - 16th Street Drainage and Surface Improvements	\$
SITE B - 17th Street Drainage Improvements	\$
SITE D - Fairholme Drive Sidewalk Expansion	\$
SITE F - Alpine Helicopter Pad Asphalt Rehabilitation - Night Work	\$
<b>Total:</b>	\$

<b>Summary (2024 PROVISIONAL WORKS)</b>	
General Provisions	\$
SITE C - Fairholme Drive Asphalt Rehabilitation	\$
SITE E - Palliser Trail Asphalt Rehabilitation	\$
<b>Total:</b>	\$

**3.6 Proposal Form - Schedule B (Force Account Rates)**

- 3.6.1 The following Schedule to the Proposal Form is included with and forms part of the Proposal. The content provided on these forms will be used by the Town as information only.
- 3.6.2 The following personnel and equipment rates will form the basis of payment for force account work carried out in accordance with the Standard General Conditions. The rates shown are all inclusive. Contractor overhead and profit and, where applicable, subcontractor overhead and profit are included in the rates. (Add additional pages, if necessary.)

Personnel

Occupation/Position	Hourly Rate	Overtime Hourly Rate

Equipment

Description	Model/Size	Hourly Rate

## 4.0 Contract Agreement

This AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_,  
Day Month Year

BETWEEN:

TOWN OF CANMORE  
(Hereinafter referred to as the "Town")

OF THE FIRST PART

AND:

\_\_\_\_\_  
Name of Contractor  
(Hereinafter referred to as the "Contractor")

OF THE SECOND PART

CONTRACT AGREEMENT FOR  
STREETS AND DRAINAGE IMPROVEMENTS  
CAP7302

### Preamble

WHEREAS the Town wishes to engage the services of the Contractor to perform the Work, as hereinafter defined;

AND WHEREAS the Town and the Contractor have reached agreement with respect to the terms and conditions under which the Contractor will provide such Work to the Town;

NOW THEREFORE, in consideration of the promises, mutual terms, covenants, and conditions herein, the parties hereto agree as follows:

### 4.1 Preamble and Schedules

- 4.1.1 The parties hereby confirm and ratify the matters contained and referred to in the Preamble to this Agreement and agree that such Preamble and the various parts of this Agreement are expressly incorporated into and form part of this Agreement.

### 4.2 Obligations

- 4.2.1 The Contractor shall abide by the following.
- 4.2.1.1 Agree to be bound by the terms of this Contract Agreement with the Contractor assuming all the rights and obligations of the Town as set out therein.

- 4.2.1.2 Provide all the necessary materials, labour, supervision, equipment, and incidentals, and perform all the Work and fulfill everything as set forth and in strict accordance with the Contract Documents.
- 4.2.1.3 Provide to the Town the Bonds and Insurance Certificates as specified in the Standard General Conditions, Subsection 5.10 Bonds and Subsection 5.11 Insurance.
- 4.2.1.4 Commence and proceed actively with the Work of the Contract promptly following receipt of the Letter of Award and after providing all required submittals to the Town.
- 4.2.1.5 Submit the proposed Construction Schedule within the time period contained in the Contract Documents showing the anticipated time of commencement and completion of each of the various operations to be performed under the Contract.
- 4.2.1.6 Diligently prosecute the Work and achieve the following Contract Schedule:
  - a. Achieve the following Construction Completion Date for the Work identified in the Contract on or before:

*October 31, 2023 for Sites A, B, D, & F. July 31, 2024 for the provisional sites C & E the project, and milestone completion/start dates as noted above, subject to the provisions for extension of time stipulated in the Contract Documents.*
- 4.2.1.7 Apply the following rules of interpretation in relation to the Contract Documents:
  - a. The Town of Canmore Engineering Design and Construction Guidelines are to be interpreted subject to any or all the Contract Documents; and
  - b. Any inconsistent or conflicting provisions contained within the following Contract Documents shall be resolved in the following order of precedence:
    - i. Addenda (if issued),
    - ii. Section 4.0 Contract Agreement,
    - iii. Section 3.0 Proposal Forms,
    - iv. Section 6.0 Special Conditions (if issued),
    - v. Section 5.0 Standard General Conditions,
    - vi. Specifications,
    - vii. Drawings,
    - viii. Section 2.0 Instructions to Proponents,
    - ix. Section 1.0 Request for Proposals, and
    - x. All Other Documents.
- 4.2.1.8 In performing its services and obligations under the Contract, the Contractor shall exercise a standard of care, skill, and diligence that would normally be provided by an experienced and prudent contractor supplying similar

services. The Contractor acknowledges and agrees that, throughout the Contract, the Contractor’s obligations, duties, and responsibilities shall be interpreted in accordance with this standard. The Contractor shall exercise the same standard of due care and diligence in respect of any Products, personnel, or procedures which it may recommend to the Owner.

### 4.3 Contents of the Contract

4.3.1 The Contract consists of the following documents including all amendments incorporated in the documents before their execution and subsequent amendments made pursuant to the provisions of the Contract:

- a. Section 1.0 Request for Proposals;
- b. Section 2.0 Instructions to Proponents;
- c. Additional Instructions to Proponents (ex: Addenda);
- d. Section 3.0 Proposal Form;
- e. Bid Bond;
- f. Consent of Surety;
- g. Performance Bond;
- h. Labour and Material Payment Bond;
- i. Certificate of Insurance or Letter of Insurability;
- j. Section 4.0 Contract Agreement;
- k. Section 5.0 Standard General Conditions;
- l. Section 6.0 Special Conditions;
- m. Town of Canmore Engineering Design and Construction Guidelines;
- n. Letter of Award;
- o. Section 7.0 Technical Specifications; and
- p. Technical Drawings.

### 4.4 Payment

4.4.1 When the Contractor fulfills the terms and conditions of the Contract in every detail to the satisfaction of the Town, the Town shall pay the Contractor in Canadian Funds the sum of (subject to additions and deductions as provided in the Contract):

\$	Contract Sum
_____	
\$	Goods and Services Tax
_____	
\$	Total Contract Amount
_____	



- 4.4.2 All payments shall be subject to the Prompt Payment and Construction Lien Act, R.S.A. 2000, c. P-26.4.
- 4.4.3 Notwithstanding any provision contained herein to the contrary, the release of holdback monies shall become due and payable on the day following the expiration of the statutory limitation period for the retention of holdback monies relating to the Work as set forth in all applicable legislation, provided that no claims against the Work exist and the Contractor has submitted to the Town a sworn statement that all accounts and any other indebtedness which may have been incurred by the Contractor in the performance of the Work and for which the Town might in any way be held responsible have been paid in full except holdback monies properly retained.
- 4.4.4 No certificate for payment, or any payment made thereunder, nor any partial or entire use or occupancy of the Work by the Town, shall constitute acceptance of any Work or product not in accordance with this Agreement.

#### 4.5 Time

- 4.5.1 The contractor acknowledges that:
  - a. Time is of the essence of this Contract;
  - b. That the Milestone and Construction Completion dates shall be strictly complied with; and
  - c. That Delay Costs will be imposed in accordance with the Contract Documents.

#### 4.6 Assignment and Transfer

- 4.6.1 The Contractor shall not, without the prior written consent of the Town, assign or transfer in any manner whatsoever the rights, liabilities, obligations, and benefits of the Contract.

#### 4.7 Contract Extensions

- 4.7.1 Unless the Contractor and the Town expressly agree otherwise, all provisions of the Contract shall apply to any extensions of the Contract.

#### 4.8 Laws of Alberta

- 4.8.1 The Agreement will be governed by and interpreted in accordance with the laws in force in the Province of Alberta. No action at law or in equity may be commenced or continued, on any matter arising out of or connected with the Agreement in any court other than a court of competent jurisdiction in the Province of Alberta or on appeal to the Federal Court of Appeal or Supreme Court of Canada from the appropriate court in the Province of Alberta.
- 4.8.2 If any provisions of the Contract in any way contravene the laws of the Province of Alberta, such provisions shall be severed from the Contract and the remaining provisions shall continue in force and effect. The Contract shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors, and assigns.

## 4.9 Remedies

- 4.9.1 All remedies which the Contract confers upon the Town shall be deemed cumulative and no one exclusive of the other, or any remedy conferred by law.

## 4.10 Notices

- 4.10.1 Whether or not so stipulated herein, all notices, communication, requests, and statements (the “Notice”) required or permitted hereunder shall be in writing. Notice shall be served by one of the following means.

4.10.1.1 Personally, by delivering such notice to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid and addressed as specified in Subsection 4.10.1.3.

4.10.1.2 By formal letter format transmitted electronically (PDF copy of the letter via email or filesharing) directed to the party on whom it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:

- a. Upon transmission with answer back confirmation if received within the normal working hours of the day; and
- b. At the commencement of the next ensuing day following transmission with answer back confirmation thereof.

4.10.1.3 By mailing via first class registered post, postage prepaid, to the party on whom such notice is served. Notice so served shall be deemed to be received five (5) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

Except as herein otherwise provided, notice required to be given pursuant to this Agreement shall be deemed to have been received by the addressee on the date received when served by hand or courier, or five (5) days after the same has been mailed in a prepaid envelope by single registered mail to:

- a. The Town of Canmore at:

Town of Canmore

902-7th Avenue Canmore, Alberta T1W 3K1

Attn: Jessica Tomashewski

b. The Contractor at:

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Attn:

c. Or to such other address as each party may from time to time direct in writing.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first written above.

**CONTRACTOR**

[Corporate seal of Contractor]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Witness (if no corporate seal)

"I have authority to bind  
the contractor"

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Witness (if no corporate seal)

"I have authority to bind  
the contractor."

**TOWN OF CANMORE**

[Corporate seal of Town of  
Canmore]

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Witness (if no seal)

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Witness (if no seal)

**Notes re. signing:**

*Incorporated contractors: One signatory with authority to bind the corporation is sufficient for incorporated contractors, subject to the contractor's internal requirements. All incorporated contractors from outside of the Province of Alberta must use a corporate seal. Contractors incorporated in the Province of Alberta must use a corporate seal whenever available. If a contractor incorporated in Alberta has no corporate seal, the signatory must:*

- *Sign before a witness; and*
- *Attach a duly made corporate resolution authorizing the signatory to sign this contract.*

*Unincorporated Contractors: Unincorporated partnerships and unincorporated joint ventures must have each partner or member sign. Each member of an unincorporated partnership or joint venture must sign with a witness or by affixing their own corporate seal as applicable.*

## 5.0 Standard General Conditions

### 5.1 Definitions and Documents

#### 5.1.1 Definitions

- 5.1.1.1 "Agreement", "hereto", "herein", "hereby", "hereunder", "hereof" and similar expressions when used in the Agreement refer to the whole of the Agreement which includes the attached Schedules and not to any Section, Subsection, or portion thereof.
- 5.1.1.2 "Applicable Laws" means all statutes, laws, bylaws, regulations, ordinances, orders, and requirements of governmental or other public authorities having jurisdiction, and all amendments thereto, relating to the Work or the performance of the Work.
- 5.1.1.3 "Approved Equal" shall mean an equivalent material approved by the Engineer.
- 5.1.1.4 "Contemplated Change Notice" means a written order signed by the Town or the Engineer requesting the Contractor to provide proposed adjustment to the Contract Sum and/or the Contract Schedule, for contemplated changes to the Work, design, specifications, or design requirements.
- 5.1.1.5 "Change Notice" means a written order signed by the Town or the Engineer ordering a change to the Work, design, specifications, or design requirements, which does not adjust the Contract Sum, Milestones, and/or the Contract Schedule "Change Order" means a written order signed by the Owner or the Engineer authorizing or ordering a change in the Work and/or an adjustment in the Contract Amount and/or the Contract Time in accordance with the Contract.
- 5.1.1.6 "Certificate of Substantial Performance" means a certificate issued by the Contractor pursuant to Subsection 5.6.5 of these Standard General Conditions.
- 5.1.1.7 "Construction Completion" means the point in the Project when the Town is satisfied that the Work has been completed, the Certificate of Substantial Performance has been received, all deficiencies have been corrected, and the Contractor has delivered to the Town all required documents relating to the Work.
- 5.1.1.8 "Construction Completion Date" means the date of construction completion as described in Standard General Conditions Subsection 5.6.6. The construction completion date will be set by the Owner and identified in the Proposal Documents.
- 5.1.1.9 "Construction Completion Certificate" shall mean the Certificate issued by the Engineer certifying that performance of the Contract except maintenance/guarantee and the correction of faulty materials and workmanship, described in General Condition Subsection 5.6.6, has been completed.

- 5.1.1.10 “Construction Health and Safety Plan” (CHSP) means a plan outlining how health and safety will be managed during the Work.
- 5.1.1.11 “Construction Schedule” means the detailed construction schedule for the Work in critical path form which details and schedules Milestone Dates and all other events necessary to achieve the Construction Completion Date, as described herein, and as may be adjusted in accordance with the terms and conditions of the Contract.
- 5.1.1.12 “Contract” means this agreement entered into between the Town and the Contractor and includes all of the documents listed in the Contract Agreement.
- 5.1.1.13 “Contract Documents” consists of Letter of Award, executed Proposal Form, signed Contract Agreement, these Standard General Conditions, Special Conditions, Addenda, Technical Specifications and Drawings, specified insurance documentation, and contract bonding. See full list in the Contract Agreement.
- 5.1.1.14 “Contract Schedule” means the dates outlined in this Contract under the Milestone Dates and Construction Completion Date.
- 5.1.1.15 “Contractor” means the Contractor named in the Contract.
- 5.1.1.16 “Contract Sum” or “Contract Amount” shall mean the sum stated in the Contract Agreement as the amount that the Town will pay the Contractor for the performance of the Work in accordance with the Contract. If the contract calls for payments on a unit price basis whether including lump sums or not, Contract Amount shall mean the product of the units of work actually performed and the appropriate unit prices plus the total of the lump sums. The Contract Sum or amount indicated in the Contract Agreement may be amended by Change Order and represents the maximum amount payable by the Town to the Contractor pursuant to the Contract.
- 5.1.1.17 “Disease Mitigation Measures” means measures to comply with any Disease Mitigation Guidelines in place from time to time.
- 5.1.1.18 “Disease Mitigation Guidelines” means all statutes, regulations, orders, directives, notices and guidelines published by any federal or provincial health authority, Alberta Health Services (including, but not limited, to orders, guidelines and regulations published on [www.albertahealthservices.ca](http://www.albertahealthservices.ca)), or of the Alberta Construction Association (including, but not limited to guidelines and regulations published on <http://albertaconstruction.net>) regarding measures to be taken or followed to mitigate against any outbreaks or epidemics of communicable diseases, including but not limited to COVID-19.
- 5.1.1.19 “Day” shall mean a calendar day.
- 5.1.1.20 “Engineer” shall mean a person appointed by the Town to be the Town’s Representative. The Engineer shall have all the powers of an Inspector and such other powers as may be delegated. Any direction or order given to the

Contractor or decision made by the Engineer shall have the same effect as if given or made by the Town.

- 5.1.1.21 “Final Acceptance Certificate” shall mean the Certificate issued by the Engineer to the Contractor at the end of the maintenance period certifying that performance of the Work has been completed including maintenance and the correction of faulty materials and workmanship.
- 5.1.1.22 “Letter of Award” is a notification from the Town to the Successful Proponent indicating that their Proposal has been selected and that the Town intends to enter into a contract with them.
- 5.1.1.23 “Material” or “Materials” shall, unless otherwise specified, mean anything and everything other than persons or the Contractor’s equipment which is manufactured, processed, transported to the site, or existing on the site, and incorporated into the completed works.
- 5.1.1.24 “Milestone Dates” means specific progress point(s) on the critical path for construction of the Project as identified in the Contract Schedule.
- 5.1.1.25 “Notice” means a notice made by a Party in writing and delivered to the other Party in the method required for delivery and at the address (or any replacement address) as set out in the Contract Agreement.
- 5.1.1.26 “Other Contractor” means a person, firm or corporation employed by or having a separate contract with the Town for work other than that required by the Contract.
- 5.1.1.27 “Plant” means collectively all tools, implements, machinery, vehicles, structures, equipment, and other things required for the execution of the Work provided by the Contractor.
- 5.1.1.28 “Products” means material, machinery, equipment, and fixtures as required by the Contract but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work and normally referred to as construction machinery and equipment.
- 5.1.1.29 “Project” means the project described in Section 1.0 Request For Proposals.
- 5.1.1.30 “PPCLA” means the Prompt Payment and Construction Lien Act, R.S.A. 2000, c. P-26.4.
- 5.1.1.31 “Proper Invoice” means an invoice as defined in Part 32.1(l) of the PPCLA.
- 5.1.1.32 “Proponent” shall mean the individual, firm, partnership, corporation, or combination thereof who as an independent entity has submitted a bonafide Proposal on this Project.
- 5.1.1.33 "Proposal" means the Contractor's complete bonafide written offer to perform the Contract in response to the Town's Request for Proposals.
- 5.1.1.34 “Proposal Documents” means all documents listed in Subsection 1.1.9.
- 5.1.1.35 “Request for Change” means a request for any change to the current design, design requirements, or substitution/alternate product, submitted by the Contractor to the Engineer. The request shall include a reason for the change,



- any information required to aid in assessing the change and in approving the change. It shall also include cost and schedule implications.
- 5.1.1.36 “Request for Information” means a request for missing information, or clarification on conflicting information, submitted by the Contractor to the Engineer.
- 5.1.1.37 “Security” means a Performance Bond and a Labour and Material Payment Bond pursuant to General Condition 5.10.1.
- 5.1.1.38 “Shop Drawings” means drawings, diagrams, illustrations, schedules, performance charts, brochures, and data that are to be provided by the Contractor to illustrate details of a portion of the Work.
- 5.1.1.39 “Site” shall mean the lands, on, under, in through or over which the Works are to be executed and any other lands or right to land provided by the Owner for the purposes of the Contract and so designated in the Contract Documents
- 5.1.1.40 "Site Instruction" means an instruction in writing issued by the Town to the Contractor regarding the Work or performance of the Work. A Site Instruction may or may not be followed by a Change Order.
- 5.1.1.41 “Special Conditions” means the terms and conditions for the Work set out in the Contract Agreement which add to or modify the Standard General Conditions.
- 5.1.1.42 “Subcontractor” means a person, firm or corporation not contracting with or employed directly by the Town for the doing of any work but contracting with or employed by the Contractor or by another subcontractor of the Contractor to perform the Work or a portion thereof.
- 5.1.1.43 “Substantial Performance” shall have the meaning as described in the PPCLA, with respect to the work of the Contractor and Sub-contractors under this Contract.
- 5.1.1.44 “Successful Proponent” the individual, firm, partnership, corporation, or combination thereof with whom the Town of Canmore may decide to initially discuss contract arrangements based upon acceptance of the Proponent’s submission.
- 5.1.1.45 “Testing Agency” shall mean A third-party testing agency.
- 5.1.1.46 "Request for Proposals" means the Town's request for Proposals as outlined in Section 1.0 Request for Proposals and Section 2.0 Instructions to Proponents.
- 5.1.1.47 “Request for Proposals Period” is the time between the date of issue for the Request for Proposals and the RFP Closing.
- 5.1.1.48 “Total Contract Sum” or “Total Contract Amount” is the Contract Sum plus G.S.T.
- 5.1.1.49 “Town” or” Owner” means the corporation of the Town of Canmore as represented by the Senior Manager of the Department or designate.

- 5.1.1.50 “Utility” or “Utilities” has the same meaning as the words “public utility” in the Municipal Government Act, R.S.A. 2000, c. M-26 and shall in addition include gas and oil pipelines and telecommunication lines and any other privately owned utilities.
- 5.1.1.51 “Warranty Period” means that period of time as described in Subsection 5.6.8 of these Standard General Conditions.
- 5.1.1.52 “Work” means all work to be performed by the Contractor under the Contract, including:
- a. All construction work;
  - b. All services and work of the Contractor’s Subcontractor’s;
  - c. The supply of Materials and Products and their incorporation into the Project;
  - d. The supply of construction equipment;
  - e. Operations or maintenance services as may be required under the Contract;
  - f. Temporary works and services;
  - g. Any additional services required by the Town under the Contract as may be described in the Tender and associated Addenda or which may be ordered by the Town as herein provided;
  - h. Warranty Work; and
  - i. Anything ancillary above that is required for the proper and complete performance of the Contractor’s obligations under the Contract.
- 5.1.1.53 “Work Plan” or “Work Plans” means the plan or plans developed by the Contractor for completing the Work as updated from time to time. Without limiting the foregoing, Work Plans shall include:
- a. The Construction Health and Safety Plan;
  - b. Any further plans required by the Special Conditions, which may include inspection plans, environmental management plans, or quality management plans;
  - c. The organization to be established by the Contractor for carrying out the Work, including, but not limited to, the identities and curriculum vitae of Key Personnel, or if not yet identified, the titles of the positions that may be held by Key Personnel;
  - d. The sequence of activities, or critical path, and method for performance of the Work; and
  - e. A Detailed Construction Schedule, including dates for completion of Milestone Dates.
- 5.1.1.54 “Working Day” means days other than Saturdays, Sundays, and statutory holidays.

- 5.1.1.55 "Work Site" means the areas outlined in the Contract, or otherwise designated by the Town, in which the Work takes place.
- 5.1.1.56 Words in the singular include the plural, and words in the plural include the singular where the context so requires.
- 5.1.1.57 This Contract shall be construed and governed by the laws of the Province of Alberta and the applicable federal laws of Canada.
- 5.1.1.58 When a provision in this Contract requires something to be done by a certain time of day, the time shall be the time displayed at:  
<https://time.is/MT>.
- 5.1.1.59 The Town is entering into this Contract in its capacity as an owner of real property and not in its capacity as a regulatory, statutory, or approving body pursuant to any law of the Province of Alberta and nothing in this Contract shall constitute the granting by the Town of any approval or permit as may be required pursuant to the Municipal Government Act, R.S.A. 2000, c. M-26. The Town, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions stated in this Contract, and nothing in this Contract restricts the Town, its municipal council, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a municipal government, as a municipal council and as the officers, servants and agents of a municipal government.

#### 5.1.2 Documents

- 5.1.2.1 The documents incorporated in the Contract are complementary and what is called for by anyone shall be as binding as if called for by all. The intention of the Contract is to include labour, materials, products, equipment, supervision, and transportation necessary for the proper execution of the Work. Descriptions of Products or work in words that have well known technical or trade meanings, shall be held to refer to such recognized meanings.
- 5.1.2.2 In the event of conflict between documents incorporated into the Contract the following shall apply:
- The hierarchy of documents provided by Subsection 4.2.1.7 shall apply;
  - Documents of a later date shall govern;
  - Figured dimensions shown on Drawings shall govern over scaled dimensions; and
  - Drawings of larger scale shall govern over those of smaller scale of the same date.
- 5.1.2.3 The Contractor shall keep one copy of the Contract including Drawings, Specifications, and Shop Drawings on the Work Site, in good order and available to the Town.
- 5.1.2.4 All units in documents provided by the Contractor shall be in metric units.

#### 5.1.3 Drawings and Specifications

- 5.1.3.1 The Work is detailed in the Specifications and accompanying Drawings as listed, together with such other working and detailed drawings as may be provided to the Contractor from time to time during the progress of the Work.
  - 5.1.3.2 The Work is intended to be a complete Work in every respect. The Contractor shall abide by and comply with the Drawings and Specifications taken as a whole, as these are intended to comprise everything necessary for the completion of each portion of the Work.
  - 5.1.3.3 Unless expressly excluded, any portion of the Work or Product shown on the Drawings and not described in the Specifications, or any portion of the Work or Product described in the Specifications and not shown on the Drawings, which is reasonably implied by and evidently necessary and usually provided for each portion of the Work shall be done or supplied by the Contractor as if it were both shown and specified.
  - 5.1.3.4 Any references to recognized standard specifications, such as CSA or ASTM, shall be to the then current edition as of the RFP Closing, unless specifically noted in the reference.
  - 5.1.3.5 The Contractor shall assume full responsibility for the interpretation of the Specifications and Drawings for Subcontractors.
  - 5.1.3.6 Should any dispute arise respecting the Drawings or Specifications or should any portion of the Drawings or Specifications be obscure or capable of more than one interpretation, the dispute shall be decided by the Town whose decision shall be final unless the Contractor disputes the decision and refers the disputed decision for resolution in accordance with Subsection 5.13 Disputes.
  - 5.1.3.7 The Contractor shall bring to the attention of the Town, in writing and in a timely manner, any inconsistencies or discrepancies the Contractor has discovered in the Drawings or Specifications. Where the Contractor fails to do so, the Contractor shall be held responsible for correcting its work in accordance with the Town's requirements. The Contractor shall bear all the costs of these corrections.
  - 5.1.3.8 Notes on the Drawings shall be considered part of the Specifications.
- 5.1.4 Clarifications
- 5.1.4.1 The Town may on its own initiative or upon request of the Contractor, provide clarifications by means of drawings, Site Instructions or otherwise which, in the Town's opinion, are necessary for the execution of any aspect of the Work. All clarifications shall be consistent with the Contract and the Work shall be executed in conformity with the clarifications. In providing such clarifications, the Town shall have authority to make minor changes in the Work, consistent with the Contract.
  - 5.1.4.2 If either the Contractor or the Town so requests, they shall jointly prepare a revised schedule incorporating the clarifications. In the event that the

Contractor believes that the clarifications require changes to the Contract Sum or changes to the Contract Schedule for completing the Work or portions of the Work, then the Contractor shall provide the information required for the issuance of a Change Order in accordance with Subsection 5.4.11 Changes to the Work, within five (5) Working Days of receipt of the clarifications.

5.1.4.3 If a Change Order is not issued there shall be no allowance for changes to the schedule for completing the Work or portions of the Work, or for any change to the Contract Sum.

#### 5.1.5 Ownership of Specifications, Drawings, and Models

5.1.5.1 All Drawings, Specifications, designs, copies thereof, and all models or samples furnished by the Town are the Town's property. The Contractor shall not use such Drawings, Specifications, designs, copies, models, or samples for any other purpose except to complete the Work as required by the Contract.

5.1.5.2 Any models or designs furnished by the Contractor to the Town in the performance of the Work shall become the property of the Town and provided to the Town at the Town's request. The Contractor shall not use such models or designs for any other purpose except to complete the Work as required by the Contract.

5.1.5.3 The Contractor represents and warrants that the Contractor has the right to provide the Town with such models or designs, and that the Contractor will pay for any required licenses, permits, or fees that might be applicable to the Town's use of such models or designs.

## 5.2 Contractor

### 5.2.1 Superintendent

5.2.1.1 The Contractor shall give thorough, knowledgeable, proactive, and efficient supervision to the Work.

5.2.1.2 The Contractor shall ensure that a competent superintendent and any necessary assistants are at the Work Site during the progress of the Work. The superintendent shall be satisfactory to the Town and shall not be changed without the written consent of the Town unless the superintendent proves to be unsatisfactory to the Contractor or ceases to be in the Contractor's employ.

5.2.1.3 The superintendent shall represent the Contractor on the Work Site. Any written directions, instructions or orders relating to the Work provided by the Town to the superintendent shall be considered sufficient notice of such written directions, instructions, or orders to the Contractor.

### 5.2.2 Employees, Wages, and Working Conditions

5.2.2.1 The Contractor is responsible for employing individuals to do the Work who are skilled and suitable on the portion of Work assigned to them.

5.2.2.2 The Contractor covenants and agrees that wages and working conditions of all persons employed by the Contractor or by any Subcontractor shall be fair and

reasonable, having regard to the general level of wage rates and working conditions prevailing in the Canmore area for the duration of the Contract.

- 5.2.2.3 In the event of a dispute arising as to what are prevailing fair and reasonable wages and working conditions in the Canmore area, it shall be determined by the Town whose decision shall be final.

5.2.3 Subcontractors

- 5.2.3.1 The Contractor agrees that the list of names of Subcontractors supplied with its Proposal is the list of Subcontractors that it proposes to use to carry out those parts of the Work noted. The Contractor shall not make any change to the list of Subcontractors unless approved in writing by the Town.

- 5.2.3.2 The Town may object to a Subcontractor if the Town is in litigation or arbitration with the Subcontractor or an affiliate or associate of the Subcontractor or if the Town determines that a Subcontractor's performance or the performance of an affiliate or associate of a Subcontractor on previous contracts with the Town is unsatisfactory. If the Town objects to a Subcontractor proposed by a Contractor, the Contractor shall nominate another Subcontractor acceptable to the Town.

- 5.2.3.3 The Town may, at the request of a Subcontractor, provide a Subcontractor with information of the amounts certified to that Subcontractor's account.

- 5.2.3.4 The Contractor shall be responsible to the Town for the acts and omissions of Subcontractors and persons directly or indirectly employed by them.

- 5.2.3.5 Nothing contained in the Contract shall create any contractual relation between any Subcontractor and the Town.

- 5.2.3.6 The Contractor shall bind every Subcontractor to the terms and conditions of the Contract to the extent that those terms and conditions apply to the portion of the Work to be carried out by the Subcontractor.

5.2.4 Other Contractors

- 5.2.4.1 The Town reserves the right to award separate contracts in connection with the undertaking, of which the Work is a part, and the Contractor shall properly connect and co-ordinate the Work with that of Other Contractors to whom contracts are awarded. Any change in the costs incurred by the Contractor in the planning and performance of the Work that was not shown or included in the Contract shall be evaluated as provided herein under Subsection 5.6.2 Valuation of Change.

- 5.2.4.2 If any part of the Work to be performed by the Contractor depends for its proper execution or result upon the work of any Other Contractor, as outlined in Subsection 5.2.4.1, the Contractor shall promptly report to the Town in

writing any unfinished work or defects in the work of the Other Contractor that may interfere with the proper execution of the Work. Should the Contractor fail to report the defects, the Contractor shall have no claim against the Town by reason of the defective or unfinished work of any Other Contractor except for latent defects not reasonably noticeable at the time of the commencement of the Work.

- 5.2.4.3 In awarding separate contracts, the Town shall be responsible for the coordination of insurance coverage.

## 5.3 Products

### 5.3.1 Products and Equipment

- 5.3.1.1 Unless stipulated otherwise in the Contract, the Contractor shall provide and pay for all Materials, Products, labour, light, power, heating, water, and everything else necessary for the execution of the Work.
- 5.3.1.2 Unless specified otherwise in the Contract, Products to be incorporated in the Work shall be new and workmanship and Products shall be of good and merchantable quality, and not less than the quality specified.
- 5.3.1.3 The Contractor shall, if required by the Town, furnish satisfactory evidence of such quality of the Products to be incorporated in the Work. The Contractor shall furnish for the Town's approval such samples as the Town may reasonably require. The Work shall be in accordance with approved samples.
- 5.3.1.4 If the Contractor provided the Town with a list of its Product manufacturers in its Proposal, the Contractor shall not change those Product manufacturers without obtaining the prior written permission of the Town.
- 5.3.1.5 If the Contractor provided the Town with a list of equipment in its Proposal, the equipment listed shall be used in the Work unless otherwise permitted by the Town in writing.

### 5.3.2 Delivery and Storage of Products

- 5.3.2.1 The Contractor shall be responsible for the delivery and storage of Products.
- 5.3.2.2 The Contractor shall be liable for the loss or destruction of Products or equipment supplied by the Town while they are on the Work Site.
- 5.3.2.3 The Contractor and the Town shall examine the Products and equipment supplied by the Town at the time and place of delivery to the site, and shall jointly prepare a statement of acceptance, noting the value of delivered Products and rejecting any product that does not meet the requirements outlined in the Specifications.
- 5.3.2.4 The Town will not pay for Products at the Work Site that have not been incorporated into the Work.

## 5.4 Execution of the Work

### 5.4.1 Surveys and Plans

- 5.4.1.1 The Town will provide plans describing the limits of the Work Site, easements, and rights-of-way.
  - 5.4.1.2 Surveys required to replace survey pins destroyed or damaged by the Contractor shall be at the Contractor's expense.
  - 5.4.1.3 The Contractor shall provide at its own cost all surveys required in the execution of the Work and shall on request furnish to the Town copies of plans of those surveys.
- 5.4.2 Utilities
- 5.4.2.1 If it is necessary to work on or near any Utilities, the Contractor shall at its own expense support the Utility to maintain uninterrupted service. Any damage caused by the Contractor's operations must be made good at the Contractor's expense and the Contractor shall be liable for all claims against or by the Town arising in any way from interference with the Utility by the Contractor.
  - 5.4.2.2 No additional compensation shall be allowed to the Contractor for any delays, inconvenience or damage sustained due to interference from any Utility or the operation of moving a Utility whether temporarily or permanently, and the interference or move shall be given due consideration in the scheduling of the Work and shall be undertaken at the scheduled time unless alternate arrangements are made with the Town.
  - 5.4.2.3 The Contractor shall notify the operator of any Utility affected by the Work not less than forty-eight (48) hours prior to working on or near the Utility. The Contractor shall comply with all directions issued by the Utility operator in relation to the Utility.
  - 5.4.2.4 The Contractor shall notify all Utility operators and ensure that Utility lines are staked prior to commencement of the Work. Such staking shall not be deemed to be a representation or warranty by the Town that the Utility has been properly located.
  - 5.4.2.5 The Town or Utility operator gives no representation or warranty that the location of any such Utility line or structure is marked correctly or marked at all on the Drawings.
- 5.4.3 Cutting and Remedial Work
- 5.4.3.1 The Contractor shall do cutting and remedial work that may be required to make the several parts of the Work fit together properly.
  - 5.4.3.2 The Contractor shall co-ordinate the schedule for the Work to ensure that the cutting and remedial work and time are kept to a minimum.
  - 5.4.3.3 Should the Town or anyone employed by the Town be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided herein and added to the Contract Sum.



- 5.4.3.4 The Contractor shall not endanger any existing work by cutting, digging or otherwise and shall not cut or alter the work of any Other Contractor unless otherwise directed by the Town.
- 5.4.4 Road Use and Excavation Permit
  - 5.4.4.1 A Road Use and Excavation Permit Application must be obtained for all work and/or construction blockages within any municipal street, or lane right of way and prior to excavating within the Town's streets, roads, rights-of-way, easements, reserves, and public lands.
  - 5.4.4.2 Town will waive fees normally charged for the Road Use and Excavation Permit for this project; however, the Contractor must still make applications for these permits.
  - 5.4.4.3 The permit may be obtained online from the Town's website at <https://canmore.ca/documents/permits-forms/engineering-permits/3623-road-use-and-excavation-permit-application/file>.
- 5.4.5 Permission to Use Water for Construction
  - 5.4.5.1 The bulk water station is the only water source available for projects. It is located at 1251 Palliser Trail. The user shall follow the rules of use as established by EPCOR Water Services. No Town hydrant shall be used as a water source.
  - 5.4.5.2 Bulk water account and associated passcode must be obtained from the Owner prior to the use of the water station.
  - 5.4.5.3 Any issues with the Bulk Water Station should be reported to EPCOR Water Services at (403) 609-4789.
- 5.4.6 Notification of Businesses and Residents
  - 5.4.6.1 Immediately following project award, the Town will notify impacted property owners and businesses of the general scope of work.
  - 5.4.6.2 The Contractor shall maintain/provide access to all residential and commercial property adjacent to the work at all times.
  - 5.4.6.3 The Contractor will notify, in writing, every business/resident whose lot is fronting, backing or immediately adjacent to the construction site at least five (5) days in advance of commencing construction of the project and at least twenty-four (24) hours in advance of any road closures. Notices will be prepared and will be distributed by the Contractor. Notices will include a description of the work and how this will affect the business/resident, the proposed Construction Schedule which shall give approximate dates of construction in affected areas and indicate the Contractor's and Owner's contact information and telephone number, as well as a telephone number, which residents can call for 24-hour emergency service. The notice shall also include a contact person for reporting damage to personal property and if required, alternative parking, access, garbage disposal, and temporary water systems. A notice which warns parents of the dangers that exist on

construction sites should be included in a notice delivered to every household in the vicinity of construction.

5.4.6.4 The Contractor shall submit to the Owner for approval, a copy of the notice a minimum of five (5) Working Days in advance of delivering the notice to all businesses and residents affected by the Work. No work affecting businesses or residents shall take place until letter of notification is approved and delivered.

5.4.6.5 Following the initial project notification, the Contractor will provide a verbal notification to each business owner and resident fronting, backing, or immediately adjacent to the construction site at least three (3) days in advance of commencing construction adjacent to their property.

5.4.6.6 At each progress meeting the contractor shall provide to the Town a construction operations schedule for the upcoming week(s) allowing the Town to compose accurate notification to be delivered to homeowners and posted to the internet.

#### 5.4.7 Traffic Control

5.4.7.1 The Contractor must stage traffic control during construction to provide safe and efficient movement of vehicles and pedestrians.

5.4.7.2 The Contractor shall maintain residential and commercial access at all times for the duration of the Work.

5.4.7.3 The Contractor shall maintain access for emergency vehicles at all times.

5.4.7.4 The Contractor shall arrange for and maintain all detours and provide appropriate detour signing. Detour plans shall be submitted to the Engineer for approval prior to implementation.

5.4.7.5 The Contractor must apply for a Town of Canmore Road Use and Excavation Permit for all work and/or construction blockages within any municipal street or lane right of way.

5.4.7.6 If traffic control measures are not to the satisfaction of the Owner, the Engineer will request changes. If the Contractor does not comply with the Engineer's request, the Engineer will request the Owner to perform the necessary changes and any costs will be deducted from the Contract Sum.

5.4.7.7 The Contractor must supply, install, and maintain signs, barricades (must bear Contractor's or rental firm name), flashing lights, other industry standard safety devices, and competent, correctly equipped flag-persons necessary to handle traffic around and through the job sites and through designated detour routes.

5.4.7.8 Before interfering with traffic flows, submit if requested by the Engineer, for his approval and information a sketch plan showing proposed layout of signs, barricades, and lights.

5.4.7.9 Failure to properly place and maintain devices will result in the issuance of a stop work order until the problem is rectified or will cause the Owner to place

and maintain such devices and the cost will be deducted from the Contract Sum.

- 5.4.7.10 The Contractor is responsible for all costs of barricades, flag persons, and signs.

#### 5.4.8 Pedestrian Traffic and Cyclist Safety

- 5.4.8.1 Pedestrian, cyclist, and vehicular traffic must be physically separated.
- 5.4.8.2 Pedestrian and cyclist traffic must be physically separated from workers and equipment in the work area. Accommodations must be made for a safe passage through or around the work area. This may require the use of barricades to separate the worksite from the walkway. It may be necessary to use bridges (complete with handrails) and sheltered walkways. All measures to protect pedestrians and cyclists shall be submitted to the Engineer for approval prior to implementation.
- 5.4.8.3 A pedestrian detour route must provide a reasonably safe, continuous, accessible, and convenient route with a smooth hard surface and accessible features consistent with the affected facility. Detectable warnings are required at temporary asphalt pedestrian curb ramps.
- 5.4.8.4 It is important to consider the wide-ranging needs of pedestrians. All pedestrian detours need to be wheelchair accessible, with the inclusion of temporary ramps when necessary. In addition, all barriers, signs, and other obstructions must be detectable via a cane. No obstructions should protrude into the walk zone (at or below head height).
- 5.4.8.5 Complete sidewalk or pathway closures that force pedestrians to use the other side of the street should only be done as a last resort. If it is necessary to direct pedestrians to the other side of the road, signage must be placed in advance of the intersections closest to either end of the construction zone. This will allow pedestrians to cross at the intersection, prior to entering the construction zone. Additional barricades and signage should also be placed directly adjacent to the work area, to reinforce that the sidewalk is closed in the work zone.
- 5.4.8.6 A bicycle detour route must provide a reasonably safe, continuous, accessible, and convenient route with a smooth hard surface and features consistent with the affected facility.

#### 5.4.9 Parking

- 5.4.9.1 The Contractor and his employees should not park their vehicles and equipment in areas designated for local businesses and residents.

#### 5.4.10 Reduced Idling of Vehicles and Construction Equipment

- 5.4.10.1 The Contractor must not park diesel and natural gas powered vehicles or construction equipment on the Work Site for more than five consecutive minutes with the engine operating unless the operation of the engine is essential for the performance of the Work or for initial warm-up of the engine or during periods of cold weather below -10°C.

5.4.10.2 The operator of a vehicle or of construction equipment that is being operated on the Work Site must remain with the vehicle or construction equipment at all times when the vehicle or construction equipment are in operation.

5.4.11 Changes to the Work

5.4.11.1 The Town may at any time during the execution of the Work direct that additions, deletions, or changes be made to the Work or amend the completion dates.

5.4.11.2 Except as provided for in Subsection 5.8.7 Emergencies, no change shall be made unless in pursuance of a Change Notice, Change Order, or Site Instruction duly signed by the Town and no claim for an addition to or deduction from the Contract Sum or Contract Schedule shall be valid unless confirmed by a Change Order.

5.4.11.3 Before any Change Order is issued, the Contractor shall present a proposal in writing, naming the price together with a complete and detailed breakdown of price or cost estimate consistent with the method of valuation of change as outlined in Item 5.6.2 Valuation of Change.

5.4.11.4 The Contractor shall include in its proposal a statement as to the effect the proposed change will have on the Contract Schedule for completing the Work or portions of the Work. The information shall include cost impacts of any changes to the Contract Schedule.

Failure to provide this information with the proposal will disallow the Contractor from claiming amendments to the schedule for completing the Work or portions of the Work due to the change.

5.4.11.5 The Contract Sum or Contract Schedule for completing the Work or portions of the Work shall be adjusted only by a Change Order signed by the Town. A Change Order shall not be regarded as conferring an extension to the completion dates unless expressly stipulated.

5.4.11.6 All issued Change Orders and approved extra work shall be incorporated in the Contractor's progress reporting and shall be tracked to Construction Completion. Change Orders and extra work shall be considered part of the Contractor's scope of work. Completion of all issued Change Orders and approved extra work shall be required for the Contractor to achieve Construction Completion.

5.4.11.7 The Contractor must submit all invoices for Work issued in a Change Order on the next monthly Progress Payment and no later than sixty (60) days after completing the Work.

5.4.11.8 If, at any time a question or dispute arises regarding the effect of a Change Notice or Change Order on the Contract Sum or Contract Schedule, the Parties shall resolve such dispute in accordance with Subsection 5.13 Disputes.

5.4.12 Inspection of Work

- 5.4.12.1 The Town shall be entitled to access the Work Site for inspection at all times. The Contractor shall provide to the Town or the Town's agents proper facilities for such access and inspection.
  - 5.4.12.2 If the Specifications, Site Instructions, Change Order, or an Applicable Law requires any portion of the Work to be specially tested or approved, the Contractor shall give the inspecting authority timely notice when that portion of the Work is ready for inspection. Inspection by the Town shall be promptly made. If the inspection is by an authority other than the Town, the Contractor shall provide notification to the Town of the date and time fixed for the inspection.
  - 5.4.12.3 If any portion of the Work requiring inspection is covered up without inspection, the Contractor shall, if required by the Town, uncover that portion for examination by the Town at the Contractor's expense.
  - 5.4.12.4 The Contractor shall furnish promptly to the Town one electronic copy, in PDF format, of all certificates and inspection reports related to the Work.
  - 5.4.12.5 The Town may order the Contractor to uncover any part of the Work for examination as the Town shall direct. Subject to Subsection 5.4.12.3, if such Work is found to be in accordance with the Contract, the Town shall pay the cost of uncovering, examination, and reinstatement. If such Work is found not to be in accordance with the Contract, the Contractor shall pay the costs of uncovering, examination, replacement, and reinstatement.
  - 5.4.12.6 Inspection undertaken by the inspecting authority does not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract.
- 5.4.13 Workmanship
- 5.4.13.1 The Contractor shall do the Work in an orderly and workmanship-like manner by qualified, careful, and efficient workers and in strict accordance with the provisions of this Contract. The Engineer may require the removal from the Work, any employee of the Contractor or of the Subcontractor who, in the Engineer's opinion, may be incompetent, careless, or not qualified to perform the work assigned, or who may be otherwise insubordinate or guilty of improper conduct.
- 5.4.14 Rejected Work
- 5.4.14.1 The Town will notify the Contractor of any portion of the Work that the Town has determined does not conform to the Contract, regardless of cause.
  - 5.4.14.2 The Contractor shall, at its sole expense, rectify the rejected work within the timeline required by the Town. The Contractor shall also be responsible for any costs or expenses incurred in repairing or redoing the work of Other Contractors destroyed or damaged by the rectification.
  - 5.4.14.3 If the Contractor does not rectify the rejected work within the time required by the Town, the Town may replace such Work in accordance with Subsection 5.12.1 Town's Right to do Work.

5.4.14.4 If, in the opinion of the Town, it is not expedient to correct rejected work, the Town may deduct from the Contract Sum the difference in value between the work as done and that called for in the Contract, the amount of which shall be determined by the Town.

5.4.15 Cleaning Up

5.4.15.1 The Contractor shall at all times keep the Work Site free from accumulations of waste material. At the completion of the Work, the Contractor shall remove unwanted material, tools and equipment from the Work Site and leave the Work Site clean. The Town may remove unwanted material, tools, equipment left at the Work Site after completion of the Work and charge the cost of removal to the Contractor.

5.4.16 Delays

5.4.16.1 If the Contractor is delayed in the completion of the Work by any wrongful act or negligence of the Town, or any Other Contractor employed by the Town, or employee of one of them, then the time of completion shall be extended for such reasonable time as the Town may decide.

5.4.16.2 If the Contractor is delayed in completion of the Work by Force Majeure as defined herein then the time of completion shall be extended by the Town for a period of time equal to the time lost due to such delays. Force Majeure means war, acts of terrorism, geopolitical instability, civil unrest, unavoidable casualties, natural disasters, fire, official states of emergency, disease outbreaks or epidemics resulting in the issuance of Disease Mitigation Guidelines, labour disputes, strikes, lockouts, unusual delay by common carriers, and comparably major disruptive forces beyond the control of the Contractor. The Contractor's lack of funds, labour, materials, or other resources are not Force Majeure. Delays and challenges arising from or related to diseases including but not limited to COVID-19 are not Force Majeure unless related to outbreaks or epidemics that lead to the issuance or changes to Disease Mitigation Guidelines. The Contractor agrees that the scheduling requirements of the Contract are reasonable in light of any issues that may arise from the impact of COVID-19 or comparable diseases on the Work and the Project, and that the Contractor may not rely on COVID-19 or any comparable diseases as the reason or cause for delay except for delays that result from Disease Mitigation Guidelines requiring changes to the Disease Mitigation Measures.

5.4.16.3 In addition, and without limit to the foregoing, the time of completion may be extended because of any cause whatsoever within the Contractor's control that the Town may decide as justifying a delay and for such reasonable time as the Town will decide.

5.4.16.4 Notwithstanding the foregoing, no extension shall be made for delay unless the Contractor provides to the Town written notice within five (5) Working Days of the commencement of the Force Majeure.

5.4.16.5 No payment shall be made to the Contractor as compensation for damages for delays or hindrances in the progress of the Work resulting from a Force

Majeure or any cause whatsoever unless the delay is due to an act or negligence of the Town.

5.4.16.6 The Contractor acknowledges that any delays in the Contract Schedule for completing the Work or portions of the Work may cause delays in the work of Other Contractors. Without limiting the generality of Subsections 5.9.2.1 and 5.9.2.2, the Contractor will be responsible for any claims from Other Contractors relating to such delays if they are a result of the Contractor's action or inaction.

5.4.16.7 No changes to the Contract Sum or Contract Schedule for completing the Work or portions of the Work shall be made unless such change is confirmed by a Change Order signed by the Town.

#### 5.4.17 Delay Costs

5.4.17.1 As time is of the essence in this Contract, the Town may incur additional costs and expenses (the "Delay Costs") if the Contractor has not completed the Work, or the scheduled portion thereof, by the scheduled completion date. The Delay Costs will consist of the following:

- a. Additional fees payable by the Town to the Engineer on a per diem basis according to the Engineer's personnel rates;
- b. Town personnel costs associated with the delay, in an amount determined by the Town; and
- c. Any additional costs or loss of revenue incurred by the Town due to the delay.

5.4.17.2 The Contractor will be required to pay the Delay Costs if the Contractor fails to complete the Work, or the applicable portion thereof, by the scheduled milestone or completion dates. The Town may set off these Delay Costs from any amounts due to the Contractor. This right is in addition to any other right or remedy that the Town may have in law or equity with respect to the Contractor.

## 5.5 Site Condition

### 5.5.1 Subsurface Conditions

5.5.1.1 If the Contractor finds that subsurface conditions at the Work Site are substantially different from those indicated in the Contract or otherwise represented by the Town to the Contractor, and such conditions may affect the execution of the Work with respect to time, material, cost, or otherwise, then the Contractor shall immediately notify the Town and confirm such notification in writing within two (2) Working Days of finding such substantial difference in conditions.

5.5.1.2 The notice provided by the Contractor must contain a description of the subsurface conditions and the Contractor's estimate as to the effect that the conditions will have on the execution of Work with respect to time, material, cost, or otherwise.

- 5.5.1.3 The Town will promptly investigate such conditions and if it finds that the subsurface conditions are substantially different from those indicated in the Contract then the Town will issue a Site Instruction or a Change Order.
- 5.5.1.4 If the Contractor fails to notify the Town of any substantial difference in site conditions as required in Subsection 5.5.1.1, then the Town may not authorize a change to the Contract Sum or Contract Schedule, and the Contractor shall be responsible for any increased cost or delay that is associated with the substantial difference in subsurface conditions.
- 5.5.2 Existing Surface Conditions
  - 5.5.2.1 The Contractor shall examine the site of the proposed work, prior to submitting a Proposal, and ascertain that the location, size, and depth of surface structures, including roadway and concrete structures, landscaping, and utilities, as shown on the drawings and described in these documents, represent the actual conditions.
  - 5.5.2.2 The Contractor shall report immediately any discrepancies between the details shown on the drawings and the actual field conditions or any omissions to the drawings and/or other documents to the Engineer.

## 5.6 Payments and Certificates

- 5.6.1 Applicable Taxes
  - 5.6.1.1 All references to costs, expenses, and payments in this Contract shall be considered to include any GST, other applicable federal, provincial, and municipal taxes, or other taxes associated with such costs, expenses, or payment unless otherwise noted.
  - 5.6.1.2 In each application for payment, the Contractor shall indicate the GST as a separate amount calculated on the net Contract Sum payable on that application, that is, accrued Contract Sum less holdback less the total of previous payments. The GST on the holdback will be payable together with the release of the holdback.
- 5.6.2 Valuation of Change
  - 5.6.2.1 The value of any change in the Work shall be determined by the Town in one or more of the following ways:
    - a. By unit prices indicated in the Proposal Form or as otherwise agreed by the Town and the Contractor;
    - b. By estimate and acceptance in a lump sum;
    - c. By cost plus percentage;
    - d. As provided for in the Special Conditions; or
    - e. If a dispute arises regarding the valuation of a change that cannot be resolved through a determination by the Town in one of the above ways, the Parties shall resolve such dispute in accordance with Subsection 5.13 Disputes.



- 5.6.2.2 Prior to commencing execution of the Work, the Contractor shall submit to the Town both regular and overtime labour hourly rates.
- 5.6.2.3 For the purpose of Subsection 5.6.2.2, the labour rates shall include only the actual wage paid to the employee, plus the payroll burden plus an overhead allowance of 15%.
- The payroll burden shall consist of the Contractor’s required payment for Canada Pension Plan, Employment Insurance, Workers’ Compensation, employee pension plans, vacation allowance, medical benefits, and any other payments required by law.
- 5.6.2.4 If requested the Contractor shall provide a detailed breakdown of the proposed labour rates showing clearly how the makeup of the rate conforms to Subsection 5.6.2.3. The Town may audit the rates for compliance.
- 5.6.2.5 Unless agreed to in writing by the Town, all extra work will be valued based on regular labour rates.
- 5.6.2.6 The Town will not pay for vehicles used to transport workers.
- 5.6.2.7 The Contractor shall not charge supplemental cost for bonding. Bonding shall be included in the allowed profit and overhead mark-ups defined in Subsection 5.6.2.9.
- 5.6.2.8 When the Town orders a change to the Work requiring extra work and valued under Subsection 5.6.2.1a, the Contractor shall provide a detailed breakdown of the proposed cost, to be reviewed and approved by the Town. The breakdown should clearly separate items (for example: Work to be done by the Contractor, Work to be done by Subcontractor, materials, labour, equipment, overhead and profit, etc.). Amounts for overhead and profit must not exceed the amount that can be charged in Subsection 5.6.2.9. The Contractor shall provide any other documentation that the Town may request in support of the proposed cost.
- Alternatively, the Town may request a different a change to Cost plus percentage as defined in Subsection 5.6.2.1c.
- 5.6.2.9 When the Town orders a change to the Work requiring extra work and it is performed by the Contractor’s own forces and valued under Subsection 5.6.2.1c, the Contractor shall provide all supporting documentation as described below, in addition to any other documentation that the Town may request. The Town will pay only for labour, materials and equipment directly used in the extra work, plus mark-ups, in accordance with the table below:

Labour:	All labour necessary to perform the change. Labour rates accepted by the Town plus 10% for profit. Extra work will be valued based on regular labour rates. Overtime
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	rates will not be accepted unless pre-approved by the Town.
Small tools:	Included in the labour rate and/or overhead allowance.
Materials:	All materials necessary to perform the change. Actual cost plus a 5% overhead allowance, plus 10% for profit, excluding the 5% overhead. Invoice(s) to be submitted.
Equipment:	At rental rates provided by the most current version of the Alberta Roadbuilders and Heavy Construction Association (ARHCA) Equipment Rental Rates Guide or other similar trade association approved by the Town, only for the time when equipment is in use to perform the change. There shall be no mark-ups on these rates. Detailed breakdown of rate calculations to be submitted.
Equipment not owned by the Contractor and not covered by ARHCA rates:	Actual rental cost plus 5% for overhead. Invoice(s) to be submitted.
Transport of equipment:	Transport of equipment will only be accepted if the equipment is not already present at the Work Site.

- 5.6.2.10 When a Subcontractor performs the extra work and the payment to the Contractor is on a cost plus percentage basis, the Town will pay the Contractor:
- a. An amount equal to the Subcontractor’s costs for labour, materials, and equipment used for the extra work, provided that the rates, overhead allowance, and profits do not exceed those outlined in Subsection 5.6.2.9. Detailed invoice(s) from the Subcontractor to be submitted by the Contractor; and
  - b. A mark-up for overhead allowance and profit, not exceeding 10%, on top of the Subcontractor’s price. This mark-up shall take account of all additional costs required to ensure that the Subcontractor undertakes the extra work in accordance with the Contract. The Contractor supervision of Subcontractor shall be pre-approved by the Town prior to extra work being undertaken.

5.6.3 Application for Payment

- 5.6.3.1 Application for payment in the form of a Proper Invoice shall be made monthly, in the first week of each month as the Work progresses, for the

- value of Work performed and Products incorporated in the Work for the previous month.
- 5.6.3.2 Where payment is on the basis of a lump sum price as indicated in the Proposal Form, the Contractor shall, before the first application for payment, submit to the Town the project cash flow for the various parts of the Work and a proposed schedule of values to be reviewed and agreed by the Town. The schedule shall aggregate the total Contract Sum, be made out in a form, and divided to facilitate evaluation of progress claims, and supported by evidence as the Town may direct.
- 5.6.3.3 Where payment is on the basis of unit prices as indicated in the Proposal Form, the Contractor shall, before the first application for payment, submit to the Town a projected cash flow aggregating the total Contract Sum.
- 5.6.3.4 Each Proper Invoice shall be accompanied by:
- a. A statement of amounts claimed based on the schedule of values, including any authorized change, if payment is on the basis of a lump sum price as indicated in the Proposal Form;
  - b. A schedule of work units duly measured and accepted by the Town and valued at the applicable unit prices, including any authorized change, if payment is on the basis of unit prices as indicated in the Proposal Form;
  - c. An updated cash flow projection;
  - d. Such evidence as the Town may direct showing the Contractor's entitlement to the payment claimed, such as invoices, photographs, Subcontract contract, etc.;
  - e. Notification of any liability which may fall upon the Town if not paid for by the Contractor; and
  - f. Statutory Declaration regarding material, subcontractor, and labour payment.
- 5.6.3.5 Each Proper Invoice shall become due and payable by the Town within twenty-eight (28) days of receiving a Proper Invoice.
- 5.6.3.6 The Town will, within fourteen (14) days of receiving a Proper Invoice, advise the Contractor promptly in writing if it is disputing the amount of the Proper Invoice. The Town and the Contractor shall try, in good faith, to reach agreement on the amount prior to the twenty-eight (28) days limit set above. Any remaining amount not disputed shall be paid as per Subsection 5.6.3.5.
- 5.6.3.7 Payment shall be determined as the accrued amount approved less the holdback amount as defined in Subsection 5.6.4 Holdbacks, less the total of previous approved payments.
- 5.6.3.8 No payment shall be made if any lien or charge is filed in respect to the Work performed or Materials or Products furnished under the Contract. The Town shall not be obligated to make further payments until the Contractor provides evidence that the Work is clear of liens and any other charges arising out of the Contractor's execution of the Work. Without limiting the generality of the

foregoing or any other right or remedy of the Town, if a lien in respect of the Work is registered and such registration is not discharged within ten (10) days after notice by the Town to the Contractor to discharge such lien, then the Town may settle and pay the claim for such lien or make such court application and make such payments into court as the Town deems necessary, in its absolute discretion, to discharge such lien. All amounts paid by the Town to obtain a discharge of such lien or otherwise incurred by the Town arising from the registration of such lien, including legal costs on a solicitor and his own client basis, shall be paid by the Contractor to the Town and the Town may deduct all such amounts from payments otherwise due to the Contractor.

5.6.3.9 The Town may review its records with respect to business licensing, taxation, and assessment and other accounts receivables prior to making any payment to the Contractor. The Town may set off any overdue accounts owed by the Contractor to the Town against any amounts otherwise payable to the Contractor pursuant to the Contract.

#### 5.6.4 Holdbacks

5.6.4.1 The Construction Lien holdback amount shall be 10% of the accrued amount certified unless specified otherwise in the Special Conditions.

5.6.4.2 In addition to the foregoing, the Town shall have the right to retain an additional holdback to the extent necessary to protect the Town from loss on account of one or more of the following:

- a. The Contractor, in the opinion of the Town, is not making satisfactory progress toward the scheduled Milestone Dates and Completion Date;
- b. Rejected Work has not been remedied;
- c. Claims have been filed relating to the Work filed, or reasonable evidence in the opinion of the Town indicating probable filing of claims;
- d. Evidence of failure of the Contractor to make payment to Subcontractors for Products or for labour; or
- e. Damage to Other Contractors.

5.6.4.3 The Town, at its discretion, may set-off against monies owing to the Contractor if the Contractor does not appear to be on schedule, has not remedied defective Work, appears to have not made payments to its subcontractors, has caused damage to property or persons, or otherwise appears to be in breach of this Contract. With respect to defective Work, the Town may not set off more than an amount equal to twice the Engineer's estimate of the cost to the Town of remedying non-conforming Work.

5.6.4.4 In the event that the operation and maintenance manuals, as-built drawings and Materials and Product warranties have not been duly provided on the day that the holdback monies have otherwise become due and payable to the Contractor, the Town may include an item in the deficiency list in the amount of \$100,000.00. Upon the Contractor duly providing to the Town the applicable operation and maintenance manuals, as-built drawings, and

Material and Product warranties, the remaining sum of \$100,000.00 shall become due and payable to the Contractor in accordance with Subsection 5.6.8, however, the Town may, at its sole and unfettered discretion, allow partial release of the remaining sums as the missing information and documents are received.

5.6.5 Certificate of Substantial Performance

5.6.5.1 If the Contractor is of the opinion that the Contract is substantially performed as defined by the PPCLA, the Contractor may issue and deliver to the Town a Certificate of Substantial Performance with respect to the Contract.

5.6.5.2 Where the Contractor and a Subcontractor are of the opinion that the Subcontractor's contract is substantially performed, the Contractor may issue and deliver to the Town a Certificate of Substantial Performance that has been signed by both the Contractor and the subcontractor with respect to the subcontract.

5.6.5.3 The Certificate of Substantial Performance delivered to the Town shall also list deficiencies and outstanding items of work to be completed, dates for corrections and a value of the work to be completed. The value of the Work to be completed shall be agreed to by the Town. The Town may, at its discretion, withhold or retain from the Contractor not more than an amount equal to twice the Engineer's estimate of the cost to the Town of remedying the deficiencies and of the Work to be completed.

5.6.5.4 If the Contractor issues a Certificate of Substantial Performance the Contractor shall, within three (3) days from the date of such issuance, post the Certificate as required by the PPCLA.

5.6.6 Construction Completion Certificate

5.6.6.1 When the Town is satisfied that the Work has been completed, the Certificate of Substantial Performance has been received, all deficiencies have been corrected, and the Contractor has delivered to the Town all required documents relating to the Work, the Contractor will have achieved Construction Completion. The Town will then issue a Construction Completion Certificate to the Contractor.

5.6.6.2 The acceptance by the Contractor of the Construction Completion Certificate, or the payment there under shall constitute a waiver of all further claims against the Town under this Contract.

5.6.7 Release of Holdback

5.6.7.1 The Contractor shall submit to the Town after the issuance of a Certificate of Substantial Performance or the Town's issuance of a Construction Completion Certificate an application for release of holdback accompanied by:

- a. A statement of the amount claimed;
- b. A certificate dated after the date of the Certificate of Substantial Performance or Construction Completion Certificate, from the Workers'

- Compensation Board verifying that assessment dues from the Contractor and its Subcontractors have been paid;
- c. Reasonable evidence as the Town may require showing the Contractor's entitlement to the payment claimed; and
  - d. Verification that no liens have been registered for the Work.
- 5.6.7.2 If the PPCLA is applicable to the Contract, the Contractor shall also submit a statutory declaration showing compliance with the PPCLA. The declaration shall be dated after the date of the Certificate of Substantial Performance or Construction Completion Certificate.
- 5.6.7.3 If the PPCLA is applicable to the Contract, the Town will commence approval for payment of the holdback sixty (60) days, or ninety (90) days for concrete work that is subject to the extended holdback period under the PPCLA after the date that the Town receives the Certificate of Substantial Performance or issues the Construction Completion Certificate.
- 5.6.7.4 Subject to Applicable Laws, where upon application by the Contractor, the Engineer has verified the Work of the Subcontractor(s) has been performed to the satisfaction of the Engineer prior to the attainment of Substantial Performance of the Work, the Town may at its discretion pay to the Contractor the holdback amounts retained for such subcontracted Work on the day following the expiration of the holdback period for such Work as stipulated in and provided for by the PPCLA.
- 5.6.7.5 When submitting an application for payment through the Contractor for progressive release of holdback amounts, the Contractor shall cause each Subcontractor to submit all documents required to support the documents referred to in Subsection 5.6.1 Applicable Taxes and the Contractor shall submit a letter confirming the final subcontracted amounts payable.
- 5.6.8 Warranty Period
- 5.6.8.1 The Warranty Period for the Work shall commence on the date stated in the Construction Completion Certificate or at the time of submission of the final project invoice, whichever falls on the latest date in the calendar year. The warranty period shall be for twenty-four (24) months, or the time period specified in the Special Conditions
- 5.6.8.2 The Town shall give notice to the Contractor of observed defects to the Work within the Warranty Period.
- 5.6.8.3 The Contractor shall promptly correct, at its expense and to the satisfaction of the Town, any defects observed in the Work during the Warranty Period. The Contractor shall pay for any damage to other work resulting from defects that arise during the Warranty Period.
- 5.6.8.4 Notwithstanding the provisions of Item 5.6.8 - Warranty Period, if an Applicable Law or Product warranty extends the liability for faulty Materials, Products or workmanship beyond the Warranty Period, then the provisions of the Applicable Law, Material or Product warranty shall apply.

5.6.8.5 With respect to any corrective Work performed, the Warranty Period for such corrective Work shall be extended for an additional twenty-four (24) months from the date of the completion of such corrective Work, but in any event such extended Warranty Period shall not extend beyond thirty-six (36) months of the commencement of the original Warranty Period. In the case of Material or Product warranties which have a warranty longer than that set out in Subsection 5.6.9.1, the Warranty Period following the replacement of any defective Materials or Products shall be extended for a period equal to the duration of the initial warranty for such Materials or Products.

5.6.9 Liability for Landscaping, Trees, and Shrubs

5.6.9.1 In Subsection 5.6.9 Liability for Landscaping, Trees, and Shrubs, "Natural Causes" means any cause in which human beings are not the main culprits and includes, but is not limited to, diseases, pests, and climatic stress. This Subsection applies to the soft landscaping portion of the Work.

5.6.9.2 If the Work includes soft landscaping the Contractor shall follow the maintenance standards specified in the Contract or as per the current Town of Canmore Engineering Design and Construction Guidelines. The Contractor will maintain soft landscaping including all turf, trees, and shrubs during the Warranty Period.

5.6.9.3 The Contractor acknowledges that proper maintenance will reduce, but never eliminate, the chance that a tree or shrub will die or be damaged through Natural Causes.

5.6.9.4 The Contractor acknowledges that, if a tree or shrub dies or is damaged through Natural Causes, it is very difficult to prove whether the result could have been prevented by proper maintenance. In order to avoid problems of proof of causation and to ensure that the Contractor has an incentive to properly maintain the trees and shrubs, the Contractor shall be liable for all death or damage to trees and shrubs due to Natural Causes.

5.6.9.5 The Contractor shall not be liable for the death or damage to trees or shrubs if caused directly by human intervention not resulting from the act or inaction of the Contractor, its employees, agents, or Subcontractors. Examples of this kind of damage include:

- a. Vandalism;
- b. Car accidents;
- c. Construction accidents other than construction accidents involving the Contractor or its Subcontractors;
- d. Flooding caused by human activities on or near the site;
- e. Chemical contamination; and
- f. Accidents during maintenance by the Town.

5.6.9.6 The onus shall be on the Contractor to prove that the death or damage of a tree or shrub was not a result of Natural Causes.

5.6.10 Final Acceptance Certificate

5.6.10.1 Thirty (30) days prior to the expiration of the Warranty Period the Contractor shall apply to the Town for a Final Acceptance Certificate. The Town shall issue a Final Acceptance Certificate to the Contractor if all observed defects in the Work have been corrected to the Town's satisfaction.

5.6.11 Non-Waiver of Responsibility

5.6.11.1 Notwithstanding any other term of the Contract, no certificate, payment, or waiver of claims shall relieve the Contractor from liability arising out of the Contractor's failure to comply with the Contract.

5.6.11.2 No approval of payment, payment, nor any partial or entire use or occupancy of the Work by the Town shall constitute an acceptance of the Work or Product.

5.6.12 Audits

5.6.12.1 The Town may audit all financial and related records associated with the terms of this Contract including timesheets, reimbursable out of pocket expenses, materials, goods, and equipment claimed by the Contractor.

5.6.12.2 The Contractor shall at all times during the term of the Contract and for a period of six years after the end of the Contract, keep and maintain records of the work performed pursuant to this Contract. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by the Contractor. All such records shall be maintained in accordance with generally accepted accounting principles. The Contractor shall at its own expense make such records available for inspection and audit (including copies and extracts of records as required) by the Town at all reasonable times and without prior notice.

5.6.12.3 The obligations of Subsection 5.6.12 shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Subcontractors or suppliers of goods or services to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the Town.

5.6.12.4 Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the Town unless the audit identifies significant findings that would benefit the Town. The Contractor shall reimburse the Town for the total costs of an audit that identifies significant findings that would benefit the Town.

5.6.12.5 Subsection 5.6.12 shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the Town may have by Federal, Provincial, or Municipal law, whether those rights, powers, or obligations are express or implied.

5.6.13 Electronic Payment

5.6.13.1 Whenever the Town is obligated to make a payment to the Contractor under the Contract, the Town may, at its sole discretion, transfer funds electronically



from the Town directly to the Contractor’s account at a financial institution (an “Electronic Payment Method”).

- 5.6.13.2 If the Town gives the Contractor notice in writing of its intention to use an Electronic Payment Method, the Contractor shall provide the Town with all information that the Town may reasonably require to carry out an Electronic Payment Method, including the name and address of the Contractor’s financial institution and the appropriate account numbers.
- 5.6.13.3 The Town shall keep all such information confidential and only use it for the purpose of carrying out Electronic Payment Method.

## 5.7 Applicable Laws

### 5.7.1 Laws, Notices, Permits, and Fees

- 5.7.1.1 The Contractor shall apply and pay for necessary permits or licenses required for the execution of the Work. This shall not include the obtaining of permanent easements.
- 5.7.1.2 The Contractor shall give necessary notices and pay fees required by Applicable Laws and in order to preserve public health and safety. Where there are two or more Applicable Laws governing the Work, the more restrictive shall apply.
- 5.7.1.3 The Contractor shall be responsible for the safety of workers and equipment on the Work Site in accordance with all Applicable Laws.
- 5.7.1.4 The Contractor is responsible for performing the Work in compliance with the Applicable Laws. If any modifications to the Work are required as a result of the Contract being at variance with the Applicable Laws or if the Applicable Laws change subsequent to the date of the Contract, any resulting change in the cost shall constitute a corresponding change in the Contract Sum. The Contractor shall notify the Town in writing requesting direction immediately of any variance or changes that affect the Contract or the Work.
- 5.7.1.5 If the Contractor fails to notify the Town in writing to obtain direction and performs the Work contrary to the Applicable Laws, the Contractor shall be responsible for and shall correct any violations and shall bear all costs, expenses, and damages attributable to its failure to comply with the Applicable Laws.
- 5.7.1.6 In the event the Contractor fails to comply with the Applicable Laws, and the Town is required to take any steps or pay any sums to rectify non-compliance, the Town may subtract the cost of rectification from any money owing to the Contractor.
- 5.7.1.7 The Contractor acknowledges that the Town is subject to the Freedom of Information and Protection of Privacy Act, R.S.A 2000, c. F-25 (FOIP). FOIP applies to all records relating to, or obtained, created, or collected under this Agreement which are in the custody or under the control of the Town. The Contractor agrees to comply with the provisions of FOIP.

- 5.7.1.8 The Contractor shall comply with all Applicable Laws dealing with environmental issues including, but not limited to, the Environmental Protection and Enhancement Act, R.S.A. 2000, c. E-12 and its regulations.
- 5.7.2 Workers' Compensation
  - 5.7.2.1 When requested by the Town, the Contractor shall provide such evidence of compliance with all requirements of the Workers' Compensation Act, R.S.A. 2000, c. W-15, including payments due thereunder by the Contractor or Subcontractors.
  - 5.7.2.2 If directors, partners, or owners of the Contractor will be actively providing services under this Contract, then the Contractor must provide WCB coverage for those directors, partners, and owners. The Contractor shall provide evidence of such coverage to the Town upon request.
- 5.7.3 Occupational Health and Safety
  - 5.7.3.1 Without restricting the generality of Subsection 5.7.1.3, the Contractor shall comply with the provisions of the Occupational Health and Safety Act, S.A. 2020, c. O-2.2 and shall at all times ensure that all Subcontractors at the Work Site comply with the requirements of all Applicable Laws. The Contractor shall be the general representative and agent to the Town for the purposes of ensuring compliance with Applicable Laws relating to safety for both itself and Subcontractors. The Contractor shall bring to the attention of Subcontractors the provisions of the Occupational Health and Safety Act, S.A. 2020, c. O-2.2.
  - 5.7.3.2 Unless otherwise stated in the Special Conditions, the Contractor is assigned the role of Prime Contractor pursuant to s. 3 of the Occupational Health and Safety Act, S.A. 2020, c. O-2.2 for the Work Site and is responsible for ensuring compliance with all Applicable Laws relating to safety by all employers and employees on the Work Site.
- 5.7.4 Patent Fees
  - 5.7.4.1 The Contractor shall pay all royalties, patent fees, and license fees required for the performance of the Work. The Contractor shall indemnify the Town for all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the Contractor's performance of the Work or the Town's use of the Work which are attributable to an infringement or an alleged infringement of any patent, copyright, trade secret, or invention. If the Town is legally prevented from using any Product or any portion of the Work, the Contractor shall substitute an equally suitable Product or portion of the Work, subject to the approval of the Town.
  - 5.7.4.2 The Town will indemnify the Contractor for all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the Contractor's performance of the Work which are attributable to an infringement or any alleged infringement of any patent, copyright, trade secret, or invention arising from the Contractor's use of models, plans, or designs of which were supplied to the Contractor by the Town.

5.7.4.3 If the Town or the Contractor receives a claim for an infringement or alleged infringement of any patent or invention, the party receiving such claim shall inform the other party in writing within two (2) Working Days of receiving such claim.

5.7.5 Importing Fees and Indemnity

5.7.5.1 The Contractor shall undertake all needed operations, and pay all relevant fees, charges, penalties, or duties levied in importing any equipment, services, or Products for the performance of the Work.

5.7.5.2 Without limiting the generality of Subsection 5.7.5.1, if the Contractor is required to import equipment, services or Products for the Work, the Contractor must ensure that the Contractor or the Contractor's agent or representative is the "IMPORTER OF RECORD" for Canada Customs and Revenue Agency purposes.

5.7.5.3 The Contractor shall indemnify the Town for any fees, charges, penalties, or duties that may be levied by the Federal Government relating to any equipment, services, or Products imported by the Contractor for the performance of the Work.

5.7.5.4 If any import duties relating to Products increase or decrease subsequent to the RFP Closing, any resulting change in the cost shall constitute a corresponding change in the Contract Sum.

5.7.5.5 The Contractor shall co-operate fully with the Town and the proper authorities in seeking to obtain all refunds of all fees, charges, penalties, or duties to which the Town may be entitled.

5.7.6 Credits or Grants Applicable to the Work

5.7.6.1 All credits, grants, or incentives of any nature provided by any municipal, provincial, federal, or international authority and attributable to the Work shall be the property of the Town. Without limiting the generality of the foregoing, if the Work results in the ability to demonstrate reductions in the generation of greenhouse gases, such reductions and any resulting greenhouse gas credits, offsets, or other instruments that may exist to measure and value such reductions shall be the property of the Town.

5.7.6.2 If required and as may be requested by the Town, the Contractor shall provide the Town with all information, documents, and assistance as may be required to enable the Town to obtain all credits, grants, or incentives.

**5.8 Protection of Work, Property, and Life**

5.8.1 Use of Premises and Overloading

5.8.1.1 The Contractor shall confine its apparatus, the storage of Materials or Products and the operations of its workers to limits indicated by Applicable Laws, permits or by direction of the Town and shall not unreasonably encumber the premises with its Materials, Products, and equipment.

- 5.8.1.2 The Contractor shall not load or permit to be loaded any part of the Work with a weight that will endanger its safety, and, in addition, no part of the Work shall be loaded after the pouring of concrete except with the approval of the Town.
- 5.8.1.3 The Contractor shall comply with the Town's instructions regarding signs, advertisements, fires, smoking, sanitation, and storage of inflammable products.
- 5.8.2 Protection of Work and Property
  - 5.8.2.1 The Contractor shall maintain, at the Contractors' expense, continuous and adequate protection of the Work from damage and shall protect the Town's property from damage arising in connection with the performance of the Work. The Contractor shall, at its expense make good any damage to the Work and to the property of the Town arising as a result of the Contractor's performance of the Work.
  - 5.8.2.2 The Contractor shall not be responsible for any damage or injury to the Work or to the property of the Town which may be directly caused by the Town, its agents, or employees, or from any work or risk which the Town has agreed to insure, provided the Contractor has taken reasonable protective precautions. Any such damage or injury shall be remedied by the Contractor upon the written direction of the Town. The time for completion shall be extended and the costs incurred by the Contractor for such remedial work shall be added to the Contract Sum.
  - 5.8.2.3 The Contractor shall take all necessary precautions to prevent damage to adjoining property, roads, and existing structures, fences, gates, walls, and other features on the site which are to remain during the execution of the work. Any damage caused as a result of the construction will, at the Contractor's expense, be returned to as good or better than pre-construction condition and to the satisfaction of the Engineer.
  - 5.8.2.4 The Contractor shall provide, erect, and maintain all necessary hoardings, barricades, covered ways, guardrails, barriers, night lights, sidewalks, curbs, and protection as may be necessary for the preservation of public health and safety, or as may be required by Applicable Laws.
  - 5.8.2.5 The Contractor shall comply with the Town's Engineering Design and Construction Guidelines, which deals with construction near or around ornamental trees and natural tree areas.
  - 5.8.2.6 The Contractor shall supply and keep at the Work Site, facilities, and equipment for extinguishing fires of the type and size suitable to meet OHS requirements.
- 5.8.3 Construction Work at or Near Pipelines
  - 5.8.3.1 If the Work involves excavation or other construction activity near underground pipelines, the Contractor shall, in addition to accepting and receiving information supplied by the Town, take all measures necessary to locate any pipelines. The Contractor acknowledges that it is aware of all

requirements under the Pipeline Act, R.S.A. 2000, c. P-15. The Contractor warrants that it will comply with all requirements of the Pipeline Act, R.S.A. 2000, c. P-15, the Pipeline crossing agreements and any other reasonable direction given to the Contractor by the Town.

- 5.8.3.2 Without restricting the generality of Subsection 5.8.3.1, if, while performing the Work, contact is made with a pipeline and results in a puncture of or crack in the pipeline, the Contractor shall:
- a. Immediately stop the activity;
  - b. Immediately phone 911 and give the name of the pipeline and location of activity;
  - c. Immediately advise the pipeline company; and
  - d. Not recommence any construction activity without the approval of the pipeline company.
- 5.8.3.3 If the Town provides information, inspections, or supervision, this shall not be deemed an assumption of responsibility by the Town.
- 5.8.3.4 Breach of any requirement of Subsection 5.8.3 Construction Work at or Near Pipelines, is a substantial breach of the Contract, and the Town may immediately terminate the Contract pursuant to Subsection 5.12.2.6.

#### 5.8.4 Hazardous Products and Chemicals

- 5.8.4.1 The Contractor shall advise the Town of all hazardous products and or chemicals, as defined by the Occupational Health and Safety Act, R.S.A. 2020, c. O-2.2, at the Work Site. The Contractor shall ensure that Material Safety Data Sheets for these products are readily accessible at the Work Site.
- 5.8.4.2 Before beginning work in any Town facility, the Contractor shall meet with the Town to discuss potentially hazardous material on the site. This shall include hazards of a physical or chemical nature.
- 5.8.4.3 Before beginning work, the Contractor shall also conduct an on-site review of existing materials that might contain asbestos and notify the Town in writing of its findings. The Town will then determine the appropriate course of action.
- 5.8.4.4 If the Contractor discovers further potentially hazardous material during construction, work in that area shall cease. Access to the area should be restricted and any material protected from further deterioration until authorization to proceed is received from the Town.

#### 5.8.5 Safety and Security

- 5.8.5.1 If requested by the Town, the Contractor shall meet with the safety representatives of the Town for the purpose of reviewing and clarifying Town safety procedures.
- 5.8.5.2 The Contractor shall follow, in the performance of the Work, all security procedures and practices as may be required by the Town.

#### 5.8.6 Construction Health and Safety Plan

- 5.8.6.1 The Construction Health and Safety Plan (CHSP) is to specifically outline Disease Mitigation Measures and is to comply with any Disease Mitigation Guidelines as published on the date of Tender closing. The CHSP is to be updated promptly after the Disease Mitigation Guidelines are updated.
- 5.8.6.2 The Contractor shall ensure that all its subcontractors are aware of the Disease Mitigation Measures and the Disease Mitigation Guidelines.
- 5.8.7 Emergencies
  - 5.8.7.1 The Town has authority in an emergency to stop the progress of the Work whenever, in its opinion, such stoppage may be necessary to ensure the safety of life, or the Work, or neighbouring property. This includes authority to make changes in the Work, and to order, assess and award the cost of such work, extra to the Contract or otherwise, as may in its opinion be necessary. The Town will immediately confirm in writing any such instructions. The Contractor shall take such measures as may be specified by the Town that the Town considers necessary for the purposes of removing any source of danger or to protect any person, property, and the Work from danger.
  - 5.8.7.2 The Contractor shall immediately notify the Town in the event of any accident resulting in serious injury, death, or property damage.

## 5.9 Damages and Indemnity

- 5.9.1 Damages and Mutual Responsibility
  - 5.9.1.1 If either party to this Contract should suffer damage in any manner because of any wrongful act or neglect of the other party, or anyone employed by a Subcontractor, then the injured party shall be reimbursed by the other party for such damage. The party reimbursing the other party shall be subrogated to the rights of that other party in respect of such wrongful act or neglect if such act is that of an employee or a Subcontractor.
  - 5.9.1.2 Claims shall be made in writing to the party liable within a reasonable time after the first observance of such damage and not later than the date of the Construction Completion Certificate, except as expressly stipulated otherwise in the Contract, and may be adjusted by agreement or in the manner set out in the Subsection 5.13 Disputes.
  - 5.9.1.3 If the Contractor has caused damage to any Other Contractor on the Work, the Contractor upon notice from the Town shall settle with the Other Contractor if the Other Contractor will so settle. If the Other Contractor makes a legal claim against the Town on account of any damage alleged to have been caused by the Contractor, the Town shall notify the Contractor and may require the Contractor to defend the claim at the Contractor's expense. If any final order, judgment, or award against the Town arises there from, the Contractor shall pay and satisfy the order, judgment, or award, and all costs incurred by the Town, including legal costs on a solicitor client basis.
  - 5.9.1.4 If the Contractor becomes liable to pay or satisfy any final order, judgment, or award against the Town, then the Contractor, upon undertaking to indemnify the Town against any and all liability for costs and interest, shall have the right

to appeal in the name of the Town such final order, judgment, or award to any and all courts of competent jurisdiction.

5.9.2 Indemnification

5.9.2.1 The Contractor agrees to indemnify and hold harmless the Town and its directors, officers, elected officials, agents, and employees from and against losses, claims, demands, payments, suits, judgments, costs, or expenses to the extent arising out of:

- a. The negligent acts, negligent omissions of the Contractor;
- b. The willful misconduct of the Contractor;
- c. The failure of the Contractor or its personnel to comply with any applicable federal, provincial, or municipal laws,

In or in relation to the performance of the Work. This shall include, but not be limited to, damages because of bodily injury, including death, at anytime resulting there from, sustained by any person or persons, or on account of damage to property, including loss of use thereof arising out of or in consequence of the performance of this Work.

Neither the Town nor the Contractor shall be liable to the other, including in the event of breach of contract, in tort or under any other theory of law, for consequential or indirect loss or damages, loss of business opportunity, or loss of anticipated profit.

5.9.2.2 In the event that any action, suit, claim, or demand be brought or made against the Town or any of its directors, officers, elected officials, agents, or employees as set out herein, the Town will give notice in writing thereof to the Contractor, and the Contractor shall thereupon have the option of contesting the same or the validity thereof by appropriate legal proceedings. If the Contractor shall so elect, the Contractor shall give notice in writing to the Town within seven (7) days of the aforesaid notice from the Town. On final determination of such action, suit, claim or demand, the Contractor shall immediately pay any judgment rendered against the Town or any of its directors, officers, elected officials, agents, or employees together with all proper costs and charges.

5.9.2.3 In the event that the Contractor shall not elect within the said period of seven (7) days to contest any such action, suit, claim or demand, the Town may compromise any such action, suit, claim or demand at the sole discretion of the Town and on such terms as the Town shall deem reasonable, and the Contractor shall there upon forthwith pay to the Town the sum or sums so paid herein, together with such sums as shall represent the costs of the Town in defending or settling any such action, suit, claim, or demand.

5.9.2.4 Without restricting the generality of the foregoing for the purposes of Subsection 5.9.2 Indemnification, costs shall mean solicitor and client costs, whether the Town retains in house or external Counsel.

5.9.2.5 The obligations of the Contractor under Subsection 5.9.2 Indemnification shall not extend to the liability of the Town, its directors, officers, elected officials,

agents, and employees where such liability arises from the act or omission of the Town and where the Contractor, by the exercise of reasonable diligence, could not have prevented such a course of action from arising.

## 5.10 Bonds

### 5.10.1 Performance, Labour and Material Payment, and Maintenance Bonds

- 5.10.1.1 The Contractor shall provide a Performance Bond to the Town. The Performance Bond shall guarantee the Contractor's faithful performance of the Contract, and in default thereof, shall protect the Town against any losses or damage arising by reason of failure of the Contractor to perform the Contract. The Performance Bond shall be in a form acceptable to the Town and issued by a surety company licensed in the Province of Alberta and satisfactory to the Town in the amount of 50% of the Contract Sum.
- 5.10.1.2 The Performance Bond provided shall remain in full force as a maintenance bond during the Warranty Period.
- 5.10.1.3 The Contractor shall provide a Labour and Material Payment Bond in the amount of 50% of the Contract Sum.

## 5.11 Insurance

### 5.11.1 Contractor's Liability Insurance

- 5.11.1.1 Throughout the term of this Contract, the Contractor shall maintain in full force and affect the following:
  - a. General Liability Insurance in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence for personal injury and/or property damage. Such policy shall be endorsed to include the following:
    - i. Contractual Liability (including this agreement),
    - ii. Non-Owned Automobiles,
    - iii. Independent Contractors,
    - iv. Products and completed operations,
    - v. Excavation, collapse, shoring, and pile driving (as applicable),
    - vi. Broad form property damage,
    - vii. Employees as Additional Insureds,
    - viii. Property Damage Occurrence,
    - ix. Cross Liability,
    - x. Contingent Employers Liability, and
    - xi. Town as an Additional Insured;
  - b. Automobile Liability coverage in an amount not less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and/or property damage; and



- c. Professional Liability in an amount not less than FIVE MILLION DOLLARS (\$5,000,000) insuring against errors and omissions in their performance of professional services under this RFP. Such insurance shall include bodily injury coverage.
  - 5.11.1.2 The insurance coverage shall be endorsed to provide the Town with thirty (30) days prior written notice of cancellation and shall be in a form acceptable to the Town's requirements. Evidence of such policies (i.e., certified copy of Certificate of Insurance) shall be submitted to the Town prior to commencement of work.
  - 5.11.1.3 As an alternative to submitting the Certificate of Insurance, the Contractor may provide full certified copies of the policies and such policies shall be properly endorsed and acceptable to the Town. Evidence of renewal of coverage, subject to the provisions hereunder, shall be provided to the Town prior to expiry.
  - 5.11.1.4 Upon request by the Town, the Contractor shall provide additional insurance, if the Town due to changing conditions deems this necessary.
  - 5.11.1.5 The amount of insurance shall not limit the Contractor's obligations under this Contract.
  - 5.11.1.6 The Contractor consents to the Town's release of information about the insurance maintained by the Contractor to party whom the Town reasonably believes:
    - a. Has a claim against the Contractor; or
    - b. Has a claim against the Town for which the Contractor is required to indemnify the Town pursuant to Subsection 5.9.2.1.
- 5.11.2 Course of Construction Insurance
  - 5.11.2.1 Unless otherwise provided in the Special Conditions, the Contractor shall maintain Course of Construction Insurance on an "All Risks" basis insuring the property to be incorporated in the Work (the "Insured Property") and naming the Town as an insured.
  - 5.11.2.2 The Contractor shall be responsible for full payment of the deductible for each claim under the Course of Construction Insurance.

## 5.12 Remedies

- 5.12.1 Town's Right to do Work
  - 5.12.1.1 If the Contractor neglects to perform the Work properly or fails to comply with any provision of the Contract, the Town may notify the Contractor in writing that it is in default of its contractual obligations. The Town will instruct the Contractor to correct the default within five (5) Working Days of receiving the notice.
  - 5.12.1.2 If the correction of the default cannot be completed within the five (5) Working Days specified, the Contractor is considered to be in compliance with the Town's instruction if it:

- a. Commences the correction of the default within the specified time;
- b. Provides the Town with a Construction Schedule acceptable to the Town for the correction; and
- c. Completes the correction in accordance with the Construction Schedule.

5.12.1.3 If the Contractor fails to correct the default as noted above, the Town may, without prejudice to any other right or remedy it may have, correct such default, and deduct the cost of the work from any payment due to the Contractor.

#### 5.12.2 Town's Right to Stop Work or Terminate Contract

5.12.2.1 If the Contractor should be adjudged bankrupt or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, the Town may, without prejudice to any other right or remedy the Town may have, terminate the Contract by giving to the Contractor written notice.

5.12.2.2 The Town may notify the Contractor in writing that the Contractor is in default of its contractual obligations if the Contractor:

- a. Refuses or fails to supply sufficient properly skilled workers or proper workmanship, products or construction machinery, and equipment for the scheduled performance of the Work;
- b. Changes any Product manufacturer without prior permission of the Town;
- c. Fails to make payments due to its Subcontractors, its suppliers, or its employees;
- d. Disregards any Applicable Law or the Town's instructions;
- e. Is decertified from the Certificate of Recognition program or the Town is otherwise advised that the Contractor's certification under a similar program is to expire;
- f. If the Contractor fails to pay any sum awarded by an Arbitrator to the Town within ninety (90) days;
- g. Neglects to perform the Work properly;
- h. Neglects to perform the Work in accordance with the Contract Schedule; or
- i. Is otherwise in breach of a provision of the Contract.

5.12.2.3 The written notice from the Town will instruct the Contractor to correct the default within five (5) Working Days from receipt of the notice.

5.12.2.4 If the correction of the default cannot be completed within the five (5) Working Days specified, the Contractor shall be in compliance with the Town's instructions if it:

- a. Commences the correction of the default within the specified time;
- b. Provides the Town with an acceptable Construction Schedule for such correction; and

- c. Completes the correction in accordance with such schedule.
- 5.12.2.5 If the Contractor fails to correct the default as herein required, the Town may, without prejudice to any other right or remedy that it may have, stop the Work, or terminate the Contract.
- 5.12.2.6 If the Town terminates the Contract pursuant to Subsection 5.12.2, it is entitled to:
- a. Take possession of the Work Site and Products and utilize the construction machinery and equipment, subject to the rights of third parties, and to finish the Work by whatever method it may deem expedient;
  - b. Withhold any further payments to the Contractor until the Work is finished;
  - c. Upon final completion of the Work, charge the Contractor the amount by which the full cost of finishing the Work exceeds the unpaid balance of the Contract Sum, or if such cost of finishing the Work is less than the unpaid balance of the Contract Sum, pay the Contractor the difference;
  - d. Maintain a reasonable holdback during the Warranty Period representing the Town's estimate of costs for repair of Work during the Warranty Period; and
  - e. On expiry of the Warranty Period, charge the Contractor the amount by which the cost of corrections during the Warranty Period exceeds the allowance, if any, provided for such corrections, or if the cost of such corrections is less than the allowance, pay the Contractor the difference.
- 5.12.3 Contractor's Right to Stop Work or Terminate Contract
- 5.12.3.1 If the Work should be stopped or otherwise delayed for a period of forty-five (45) days or more under an order of any court or other public authority, and providing that such order was not issued as the result of any act or fault of the Contractor or of any one for whom the Contractor may be responsible at law, the Contractor may, without prejudice to any other right or remedy the Contractor may have, terminate the Contract by giving the Town written notice.
- 5.12.3.2 If the Town should within ninety (90) days, fail to pay any sum approved by the Town or awarded to the Contractor by an Arbitrator, then the Contractor may upon seven (7) days written notice to the Town, stop work or terminate this Contract and recover from the Town payment for all Work executed, less amounts set off by the Town pursuant to this Contract.

## 5.13 Disputes

### 5.13.1 Dispute Resolution

- 5.13.1.1 Any disputes between the Town and the Contractor regarding interpretation and application of the Contract, or any part of it, shall be resolved according to the escalating processes provided by this Subsection 5.13 Disputes.
- 5.13.1.2 The Parties agree to:

- a. Use best efforts to resolve any issues arising between them as efficiently and cost effectively as possible;
- b. Provide frank, candid, and timeline disclosures of all relevant facts, information, and documents necessary to support a resolution; and
- c. Seek resolutions that are fair and equitable.

#### 5.13.2 Negotiation

- 5.13.2.1 The Parties shall attempt to resolve all disputes through good faith negotiations as a first step. No Party will be deemed to have waived any rights or remedies at law or in equity due through attempted negotiations.
- 5.13.2.2 The Parties shall pursue negotiations through their respective Project Managers or designated representatives under the Contract. Should negotiation by Project Managers or designated representatives be unsuccessful in resolving the dispute, the Parties shall refer the dispute to senior managers in their respective organizations to continue the attempted negotiations.
- 5.13.2.3 Neither Party shall be required to continue negotiations after thirty (30) days from date of the notice of dispute. After 30 days from a notice of dispute, if negotiation has not produced a resolution, then either Party shall be free to pursue the next stage in dispute process.

#### 5.13.3 Notice of Dispute

- 5.13.3.1 If the Town provides written notification with reasons of any decision required under the Contract, then the Contractor shall be deemed to have accepted the Town's decision as final and binding unless the Contractor gives written notice of dispute to the Town within five (5) Working Days after receiving the notification.
- 5.13.3.2 If the Contractor has given notice of a dispute to the Town under in respect of any dispute arising under the Contract, the notice of dispute and the Town's decision shall be resolved in accordance with this Subsection 5.13 Disputes.

#### 5.13.4 Valuation of changes

- 5.13.4.1 Should negotiations not resolve a dispute concern a valuation of a Change under Subsection 5.6.2 Valuation of Change within thirty (30) days of the notice of dispute, the Contractor may provide the Town with notice of referring the dispute to third party valuation.
- 5.13.4.2 The third-party valuator shall be a person or entity with experience analysing and quantifying construction cost claims (the "Valuator"). At the same time or within ten (10) days of the notice of referral to valuation, each Party shall propose the name of one or more Valuators. The Valuator shall be as agreed to between the Parties from among the list of valuators. The Parties shall bear equally the cost of the Valuator's services.
- 5.13.4.3 The Parties shall make their respective submissions in writing to the Valuator and request a decision from the Valuator within the fastest reasonable timelines advised by the Valuator.

- 5.13.4.4 The Parties shall accept as binding the Valuator’s decision and execute a Change Order to implement the Valuator’s decision unless one of the Parties refers the Valuator’s decision to arbitration. Either party may refer the Valuator’s decision to arbitration by providing notice to the other Party within ten (10) days of the Valuator’s decision.

5.13.5 Mediation

- 5.13.5.1 For disputes concerning matters other than the valuation of a change, should negotiations not resolve the dispute within thirty (30) days of the notice of dispute, either party may provide the other party with notice of intention to pursue mediation, and if so then the Parties shall attempt formal mediation. The mediator shall be a person registered with the ADR Institute of Canada Inc., unless no such person is reasonably available, in which case the mediator shall be a person registered with an umbrella body for mediators in the Province of Alberta (the “Mediator”). At the time of providing notice of mediation or within ten (10) days thereafter, each Party shall provide the other with a list of proposed Mediators. The Mediator shall be selected from the lists of proposed Mediators as agreed to between the Parties. The Parties shall bear equally the cost of the Mediator’s services and shall not allow the Mediator to award dispute costs.

- 5.13.5.2 The mediation shall follow the National Mediation Rules of the ADR Institute of Canada Inc. The place of mediation shall be Canmore, Alberta, unless unpracticable to retain the Mediator in Canmore, in which case the place of mediation shall be Calgary, Alberta. The language of the mediation shall be English.

- 5.13.5.3 Neither party shall be required to continue mediation without a resolution of the dispute after one hundred and twenty (120) days from the date of the notice of referral to mediation. If, after the expiry of one hundred and twenty (12) days from the date of referral to mediation, either Party shall have ten (10) days to refer the dispute to arbitration.

5.13.6 Arbitration

- 5.13.6.1 Either party may refer to arbitration the decision of a Valuator or a dispute for which mediation was unsuccessful. Notice of the decision to proceed to arbitration shall be provided to the other party within ten (10) days of the Valuator’s decision or the expiry of the mediation period as applicable.

- 5.13.6.2 Any disputes referred to arbitration under this Contract shall be consolidated into a single arbitration unless otherwise agreed by the Parties. This consolidated arbitration shall include any disputes concerning valuation of a change decided by a Valuation and any other disputes referred to a Mediator.

- 5.13.6.3 Unless otherwise agreed by the Town and the Contractor, all disputes under the Contract referred to arbitration shall be held in abeyance until the earliest of the following events:

- a. The Work has been completed;
- b. The Contract has been terminated; or

c. The Contractor has abandoned the Work.

5.13.6.4 The arbiter shall be a person registered with or certified by the ADR Institute of Canada Inc., unless no such person is reasonably available, in which case the arbiter shall be a person registered with an umbrella body for arbiters in the Province of Alberta (the “Arbiter”). Each party shall provide the other with a list of one or more proposed Arbiters within ten (10) days after the occurrence of the event that brings the arbitration out of abeyance. The Arbiter shall be selected from the lists of proposed Arbiters as agreed to between the Parties.

5.13.6.5 The Arbitration shall follow the National Arbitration Rules of the ADR Institute of Canada Inc. The place of arbitration shall be Canmore, Alberta, unless unpracticable to retain the Arbitrator in Canmore, in which case the place of arbitration shall be Calgary, Alberta. The language of the Arbitration shall be English. The Parties shall bear equally the cost of the Arbiters services unless the applicable rules of arbitration provide the Arbiter with discretion to make cost awards.

5.13.6.6 An arbitral award or decision rendered in the consolidated arbitration shall be final and binding on the Town and the Contractor and there shall be no appeal of the arbiter’s decision to the courts.

5.13.7 No suspension of Contract timelines

5.13.7.1 The Contractor and the Town agree that any efforts to resolve their dispute by good faith negotiation, third-party valuation, or mediation, at any time during or after the performance of the Work, does not suspend the expiration of any time limitation for taking any act under the Contract unless the parties have specifically agreed in writing to waive or vary that time requirement.

5.13.7.2 Unless otherwise instructed by the Town in writing, the Contractor shall continue to carry out the Work and maintain its progress during any proceedings under Subsection 5.13 Disputes.

END OF SECTION

## 6.0 Special Conditions

### 6.1 Milestone Dates

- 6.1.1 The Site is available to the Contractor on August 31, 2023.
- 6.1.2 The Construction Completion Date shall be achieved at a date no later than October 31, 2023 for the 2023 works, and July 31, 2024 for the Provisional items, or an alternate Construction Completion Date, if proposed by a Proponent and accepted by the Town. Acceptance of an alternate Construction Completion Date is at the sole discretion of the Town and, if accepted, will be incorporated into the Contract at the time of Award.

### 6.2 Work by Others

- 6.2.1 Further to Subsection 5.2.4 Other Contractors of the Standard General Conditions, the Contractor shall not have exclusive occupancy of the area within or adjacent to the Site as indicated on Drawings. The Contractor shall co-operate with other work forces and shall coordinate and arrange the sequence of its Work with others to expedite the completion of the Project. Known work by others is described herein.
- 6.2.2 The Contractor will be required from time to time, to stage and coordinate its Work to accommodate work by others. Staging, coordination, and accommodation of such works is incidental to the Project and no separate payment shall be made to the Contractor.
- 6.2.3 Delay in completion of work by others does not extend the Construction Completion Date or entitle the Contractor to additional compensation. No extra payment shall be made to the Contractor for delays resulting from work by others.

### 6.3 Work in The Vicinity of Utilities

#### 6.3.1 General

- 6.3.1.1 The Contractor is advised safeguarding existing utilities is of utmost importance. Additional specific requirements for work in the vicinity of utilities and coordination with the owners and/or operators are listed under the particular utility.
- 6.3.1.2 The known utility companies, owners and operators and their representatives are as follows:

ATCO Distribution Anthony Cao Engineer, Operations Engineering – South Natural Gas 5th Floor, 909 – 11 Ave SW Calgary, AB T2R 1L8  P: (403) 333-4641 E: anthony.cao@atco.com	TELUS Communications Sola (Shola) Abiona Customer Network Implementation Telus Park - 2930 Center Ave NE Calgary, AB T2A 4Y2  P: (403) 384-3610 E: sola.abiona@telus.com
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Fortis Inc. Forrest Ayearst  C: (403) 679-9898 E: forrest.ayearst@fortisalberta.com	SHAW Communications Brandi Penney Project Manager FibrePlus Deployment  E: Brandi.Penney@sjrb.ca
Town of Canmore Jessica Tomashewski Engineering Intern 902 7 Avenue Canmore, AB T1W 3K1  P: (403) 678-7294 E: mailto:engineeringintern@canmore.ca	

**6.4 Subsurface Conditions**

- 6.4.1 The following subsurface investigation reports are appended to this document:  
N/A
- 6.4.2 This information is provided for general information only, and neither the Town nor the Engineer accept any responsibility for the Contractor's interpretation of the contents.

**6.5 Environmental Construction Operations (ECO) Plan**

- 6.5.1 This section includes the requirements which shall be included in the Contractor’s Environmental Construction Operations Plan (ECO Plan) order to fulfil their environmental responsibilities.
- 6.5.2 The ECO Plan is the Contractor’s plan for the identification and mitigation of potential environmental impacts that may occur as a result of their activities for the scope of work as described.
- 6.5.3 Responsibilities of the Town and/or the Engineer are as follows.
  - 6.5.3.1 Identify any anticipated unique situations that will require special environmental protection measures. Ensure that the Contractor addresses these situations in the ECO Plan.
  - 6.5.3.2 Review the Contractor’s ECO Plan prior to commencement of work to determine if it is appropriate for the site conditions anticipated.
  - 6.5.3.3 Liaise with the Contractor to address any concerns with the proposed ECO Plan.
  - 6.5.3.4 Periodically monitor the work zone to ensure the Contractor implements and maintains the ECO Plan.
  - 6.5.3.5 Initiate any meetings required with the Contractor to address any concerns regarding the performance of the ECO Plan.
  - 6.5.3.6 Advise the Contractor of any deficiencies in the Contractor’s environmental protection measures and ensure that the Contractor takes appropriate and timely corrective action.



- 6.5.3.7 Order the Contractor to suspend work in cases of recognized non-compliance with the ECO Plan or where the Contractor fails to undertake appropriate and timely measures to protect the environment or fails to correct reoccurring deficiencies.
- 6.5.4 Contents of the ECO Plan
  - 6.5.4.1 The ECO Plan shall be consistent with the requirements of the current version of the City of Calgary ECO Plan Framework.
- 6.5.5 The Contractor is required to submit one ECO Plan for the project including all subcontractor activities. Where appropriate, ECO Plans provided by subcontractors for their activities may be included in the project ECO Plan.
- 6.5.6 The Contractor shall submit the Environmental Construction Operations Plan to the Engineer for review at least five (5) days prior to the Pre-Construction Meeting.
- 6.5.7 The Engineer will review the ECO Plan and communicate any concerns to the Contractor at the Pre-Construction Meeting.
- 6.5.8 The Contractor shall address any issues or concerns regarding the proposed ECO Plan to the satisfaction of the Engineer prior to commencement of the Work.
- 6.5.9 The finalization of the ECO Plan to the mutual satisfaction of the Engineer and the Contractor does not constitute an approval or assurance from the Engineer 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.
- 6.5.10 The Contractor is ultimately responsible to ensure all measures used on the project are sufficient to ensure compliance with all applicable authorities.

## 6.6 Project Meetings

- 6.6.1 Pre-Construction Meeting
  - 6.6.1.1 A Pre-Construction Meeting will be scheduled as soon as practicable following notification of Award.
  - 6.6.1.2 The following information is required for review by the Engineer five (5) days prior to the pre-construction meeting:
    - a. Detailed Construction Schedule, expected to be based on the Project Schedule submitted with the Proposal;
    - b. Complete hazard assessment of the Work Site;
    - c. Contractor’s plan or process that will be used for ensuring OH&S Act and Regulations are adhered to on site by their employees, Subcontractors employees, and by other people on the Work Site;
    - d. The name of the Contractor’s Work Site designate along with the list of applicable OH&S training the site designate has;
    - e. 24-hour Emergency Contact Information;
    - f. Completed ECO Plan; and
    - g. Contractors plans for staging the work.

6.6.1.3 Failure to provide the aforementioned information may result in the Contractor not being allowed to start the Work. The Contractor shall have no basis for extension to the Construction Completion Date or additional cost claims from varying site conditions in the event of delayed start of Work due to delayed or incomplete submissions.

6.6.2 Construction Progress Meetings

6.6.2.1 The Engineer shall schedule and chair weekly Construction Progress Meetings at which time representatives of the Town, the Contractor, Engineer, third-party utilities, other contractors, and all critical Subcontractors shall be in attendance. The purpose of these meetings will be to regularly review progress and address schedule, quality, or delivery issues in a timely manner. Safety and environmental considerations shall also be a part of a every meeting agenda. The Engineer will take and distribute minutes of meetings with a focus on key decisions and action items.

**6.7 Schedule**

6.7.1 Construction Schedule Submissions

6.7.1.1 Format

- 6.7.1.1.1 Organize schedules according to each location of the project with clear start date and completion date milestones for each section.
- 6.7.1.1.2 Prepare schedules using critical path method techniques.
- 6.7.1.1.3 Prepare schedules in the form of a horizontal bar chart showing activity restraints, duration, early and late start and finish dates, and float. Provide a separate bar for each operation.
- 6.7.1.1.4 Provide a horizontal time scale identifying the first day of the week.
- 6.7.1.1.5 Identify hours of work.
- 6.7.1.1.6 Identify staging required to attain the overall Construction Completion Date.

6.7.1.2 Detailed Construction Schedule

- 6.7.1.2.1 Within five (5) days of award of Contract, a Detailed Construction Schedule shall be submitted to the Town.
- 6.7.1.2.2 Distribute copies of the schedule to the job site office, subcontractors, and other concerned parties and have any anticipated problems reported back to the Contractor within five (5) Working Days.
- 6.7.1.2.3 Updates to the Detailed Construction Schedule shall be submitted to the Town along with each monthly Progress Payment.

6.7.1.3 Construction Progress Schedule

- 6.7.1.3.1 An updated and current Construction Progress Schedule shall be distributed by the Contractor one (1) day before each scheduled weekly Construction Progress Meeting.

6.7.1.3.2 The Contractor shall present its Construction Progress Schedule at each Construction Progress Meeting.

6.7.1.3.3 The Construction Progress Schedule shall be in bar chart format and show progress achieved and planned in the previous week, the current week and the three following weeks. The time scale shall be calendar days.

#### 6.7.2 Construction Progress

6.7.2.1 Whenever the forecast completion date for the Work is two (2) or more weeks beyond the Construction Completion Date, the Town may require the Contractor to submit, within five (5) Working Days of any such request, a proposal for completing the Work by the Contract Completion Date.

6.7.2.2 If the forecast completion date for the Work is three (3) or more weeks behind the Contract Completion Date, the Town may require the Contractor to work additional time (including weekends and holidays), employ additional resources, or both as may be required to bring the project back on schedule, at no additional cost to the Town.

### 6.8 Requests for Information

6.8.1 Time is of the essence for the Contract. It is intended that the Engineer and the Contractor will collaborate on an ongoing basis to address any changes or issues as they arise, so that the Project can continue to progress as expeditiously as possible. The Engineer will make use of Field Orders to provide a written record of such decisions.

6.8.2 When the Contractor deems it necessary to issue a formal Request for Information (RFI), the Engineer will endeavor to respond in whole or in part within seventy-two (72) hours of receiving the RFI. The Engineer's response time for an RFI shall not entitle the Contractor to damages for delay.

### 6.9 Survey

6.9.1 The Contractor shall provide all survey services for the Project, including establishing and laying out all control points, benchmarks, baselines, working points, elevations, grades, points, staking, edge of bank delineation by an Alberta Lands Surveyor (ALS), quantity surveys and as-built surveys as required. The Contractor's survey services are incidental to the Contract, and no separate or additional payment will be made.

6.9.2 The Engineer may elect to perform Quality Assurance checks of the Contractor's survey work from time to time. If required, the Contractor shall facilitate access to the survey control points and benchmarks at least forty-eight (48) hours in advance of the Work for which the Engineer's survey checks are intended. The completion of Quality Assurance checks shall not be construed to relieve the Contractor of their responsibility for the accuracy and completeness of their survey.

6.9.3 The Contractor shall satisfy itself before commencing the Work as to the correctness and meaning of all stakes and marks. If any component(s) of the Work is found to be incorrectly located or constructed, the Contractor shall, at its own expense, immediately take any action necessary to correct or replace the component(s) of the Work in question; including the supply of any and all additional material, equipment, or labour

that may be required. In addition, the Contractor shall be responsible for any delay incurred as a result of these errors.

#### 6.9.4 Quantity Surveys

- 6.9.4.1 Will be performed by the Contractor and submitted to the Engineer for processing and will be used for Progress Payment.
- 6.9.4.2 All survey submissions from the Contractor to the Engineer shall contain the following:
  - a. Follow the file naming system provided to the Contractor by the Engineer;
  - b. 3TM (NAD83) coordinates;
  - c. LandXML file format;
  - d. All points shall have a unique point # and associated meaningful description, (PNEZD) format; and
  - e. Breaklines shall be included in the LandXML.
- 6.9.4.3 The Engineer may elect to perform quantity checks of the Contractor's claimed quantities. If required, the Contractor shall facilitate access to the survey area of the work in question. The Contractor shall notify the Engineer of the upcoming schedule at least forty-eight (48) hours in advance so that checks may be completed prior to being covered by subsequent work.

### 6.10 Quality Control / Quality Assurance

#### 6.10.1 Quality Control Monitoring and Testing (by the Contractor)

- 6.10.1.1 The Contractor is responsible for carrying out, at the Contractor's expense, an adequate Quality Control monitoring and testing program to ensure or provide evidence that their mix designs, products, and workmanship conform to requirements as specified in the specifications.
- 6.10.1.2 The Contractor is also responsible for monitoring and testing required by laws, ordinances, rules, regulations, or orders of public authorities.
- 6.10.1.3 To perform the testing, the Contractor may engage the services of a certified laboratory or may use the Contractor's own certified staff and facilities subject to the Engineer's approval.
- 6.10.1.4 The Contractor shall provide copies of all test results to the Engineer on once received, or at a minimum along with its submission for monthly Progress Payments.
- 6.10.1.5 The Engineer may require further quality control testing at the Contractor's expense if initial results are not satisfactory.
- 6.10.1.6 Only the Engineer's test results shall be utilized in the enforcement of the specifications.

#### 6.10.2 Quality Assurance Monitoring and Testing (by the Engineer)

- 6.10.2.1 The Engineer will conduct inspections, either on site or in the plant or both, and the quality assurance laboratory will perform testing to establish the

- acceptability of the Contractor's products and workmanship as specified in the specifications.
- 6.10.2.2 A certified laboratory, designated by the Engineer, will conduct quality assurance testing and plant inspection where necessary.
- 6.10.2.3 Quality assurance monitoring and testing do not relieve the Contractor of the responsibility to supply products and perform the work in accordance with the specifications.
- 6.10.2.4 Only the Engineer's test results shall be utilized in the enforcement of the specifications.
- 6.10.2.5 Contractor's responsibilities with respect to the Engineer's QA:
- a. Cooperate with the Engineer and facilitate the conduct of monitoring and testing;
  - b. Notify the Engineer sufficiently in advance of operations to allow for monitoring and testing of key activities including concrete pours and paving operations (minimum forty-eight (48) hours' notice is required);
  - c. Provide safe access to the Work to be monitored and tested;
  - d. Make good any Work that is disturbed by monitoring and testing; and
  - e. Provide storage on site for the testing laboratory's exclusive use to store equipment and cure test samples.

## 6.11 Site Diary

- 6.11.1 The Contractor shall, from the date of commencement of the Work, maintain a carefully prepared Site Diary that records the daily progress of the Works. The Site Diary shall be open to the Engineer's inspection at all times and turned over to the Engineer at each Construction Progress Meeting.
- 6.11.2 The Site Diary shall record all pertinent data including but not limited to weather conditions, number of workers present by trade or role, work performed, quantities of demolition materials removed and new materials incorporated, daily records of traffic accommodation maintenance, daily safety checklist, subtrade work, inspections, and commencement/completion dates.

## 6.12 Documents on Site

- 6.12.1 The Contractor shall keep one copy of each of the following documents on the job site, in good order and available to the Town:
- a. Contract documents and Drawings and all subsequent revised Drawings and addenda;
  - b. Specifications: copies of the relevant specifications listed in the Contract;
  - c. Reviewed shop drawings;
  - d. Change orders;

- e. Other modifications to the Contract;
- f. The Detailed Construction Schedule and current Construction Progress Schedule;
- g. MSDS sheets;
- h. Road Use / Excavation Permits;
- i. Crossing Agreements;
- j. ESC Records;
- k. ECO Plan; and
- l. Manufacturer's installation and application instructions for all products and equipment.

### 6.13 Construction Field Operations

- 6.13.1 The Contractor shall keep the Work Site properly and efficiently drained for the duration of construction.
- 6.13.2 Proper drainage is not limited to the Work Site and shall include any overland flows from any sources that affect the Work Site.
- 6.13.3 The Contractor will be responsible for all damage that may occur as a result of water backing up or flowing over, through, or along any part of the Work Site or anywhere else a flow is caused. At the end of each day, all new Work will be protected.
- 6.13.4 Storage of materials on streets or lanes will not be allowed unless approved by the Town.
- 6.13.5 Dust control will be maintained at all times on the Work Site. Entrances to and exits from the Work Site will be kept clean and free of clay and debris from the Contractor's operations. If spillage or tracking occurs, it will be cleaned up immediately to the satisfaction of the Town.

### 6.14 Disposal of Garbage and Waste Materials

- 6.14.1 Garbage and waste materials removed from the Project may be disposed of at the Francis Cooke landfill (FCRL) site. To ensure that FCRL continues to meet regulatory requirements for Class III landfills, waste generators will now be required to provide analysis of excavated material prior to the material being accepted for disposal at FCRL. Only material which meets required standards can be accepted for disposal. An outline of the new process is available at <http://bvwaste.ca/facility-guide>. An Excavated Material Application form is to be filled out early in the project timeline to minimise potential delays.
- 6.14.2 Payment of all tipping fees and/or other charges associated with the disposal of garbage and waste materials will be borne by the Contractor as an incidental to the Contract.
- 6.14.3 The Contractor shall properly dispose of all garbage and waste materials generated by their operations, in accordance with applicable laws and regulations. All related costs shall be considered incidental to the Contract.

## 6.15 Record Drawings

- 6.15.1 The Contractor shall maintain project record drawings and accurately record deviations from Contract documents caused by site conditions and changes ordered by the Town for all Work.
- 6.15.2 The information shall be recorded concurrently with construction progress and no Work shall be concealed until all required information is recorded. Changes shall be made to the Drawings in red colored ink.
- 6.15.3 The Record Drawing information shall be recorded on the construction Drawings provided by the Town and on additional drawings prepared by the Contractor and shall include:
  - a. Field changes of dimensions and detail;
  - b. Horizontal and vertical location of buried utilities and appurtenances encountered or installed referenced to permanent bench marks; and
  - c. Changes made by Change Order or Field Instruction;
- 6.15.4 Upon completion of the Contract, the Contractor shall forward to the Town one complete set of marked up Drawings indicating any changes in the Contract Documents, complete with a covering letter stating that all changes have been recorded on the marked up set of Drawings.
- 6.15.5 Upon completion of the Work, and prior to issuance of the Construction Completion Certificate, the Contractor shall forward to the Engineer one complete set of marked Drawings indicating any changes in the Contract Documents. A covering letter must be included stating that all changes have been recorded on the marked set of Drawings.

## 6.16 Location and Disruption of Existing Services on the Project Site

- 6.16.1 Where existing utilities are shown on drawings or other documents provided by either the Town or the Engineer, it is understood that this information is provided for convenience only. No responsibility is assumed or implied by the Town or the Engineer as to the completeness or accuracy of utility locations or omissions.
- 6.16.2 Existing services on the Project Site may include, but are not limited to, the following:
  - a. ATCO Gas;
  - b. Telus;
  - c. Fortis;
  - d. Shaw; and
  - e. Town of Canmore (Sanitary Sewer, Storm Sewer & Water Distribution).
- 6.16.3 The Contractor should not limit coordination efforts solely with those authorities listed above but should be cognizant at all times of the possibility of other utilities existing in the area and employ all necessary measures to avoid conflict with any unknown services that may be present.
- 6.16.4 Should unknown services be encountered, the Contractor shall immediately stop work, inform the Engineer, and confirm findings in writing.

- 6.16.5 The Contractor shall immediately notify the proper authorities and the Engineer regarding any utility mis-locates or utility hits. The Contractor shall investigate utility hits and a report is to be provided to the Engineer within twenty-four (24) hours of the incident.
- 6.16.6 The Contractor shall include topographic survey on all modified utility lines for Record Drawings prior to backfilling. Such works shall include the survey of all shallow utilities as well as sanitary sewers, storm sewers and water mains. Recorded information will include, but not be limited to, pipe sizes, pipe/conduit material types, and 3TM NAD83 coordinates (PNEZD format) at all fittings and changes in direction. Such As-Built information shall be made available to the Engineer for review at any stage during construction. Prior to application for release of Holdback, the Contractor will provide copies of all utility As-Built survey information to the Engineer.

### 6.17 Noise and Hours of Work

- 6.17.1 With the exception of the Municipal Heliport portion of the project which will be completed during nighttime hours as per the plan of construction operations, the Contractor shall adhere to the Town of Canmore's Community Standards Bylaw. Information is available at the following link:

[Town of Canmore - Community Standards.](#)

### 6.18 Parking

- 6.18.1 The Contractor shall not be permitted to park (either personnel or equipment) on public streets that are otherwise open to the general public's use.
- 6.18.2 Parking on private property is subject to written permission of the property owner and shall be limited to proper parking areas. The Contractor shall furnish the written consent of any affected property owner to the Engineer upon request.

### 6.19 Code of Practice for Asphalt Paving Plants

- 6.19.1 Prior to the commencement of any asphalt work, the Contractor shall provide the Town with proof that the asphalt plant(s) supplying materials are registered with Alberta Environmental Protection and agrees, in writing, the asphalt plant(s) will be operated in accordance with the Alberta Environmental Protection "Code of Practice for Asphalt Paving Plants". The Code can be accessed online at the following link:

[Code of Practice for Asphalt Paving Plants - Open Government \(alberta.ca\).](#)

### 6.20 Deficiency Holdback

- 6.20.1 Further to Subsection 5.6.5.2, the Town will retain a Deficiency Holdback at the time of Substantial Performance, equal to either twice the value of any deficiencies identified by the Engineer, or \$25,000, whichever is greater. The value of deficiencies shall be determined at the sole discretion of the Town, based on the Contract unit prices or other available pricing information.



6.20.2 The Deficiency Holdback is separate from the Construction Lien Holdback and will be retained in until all identified deficiencies are addressed in accordance with the Contract, to be solely confirmed by the Engineer.

## **6.21 Document Control System**

6.21.1 The Contractor is advised that all document control between the Contractor, the Engineer and the Town for this Contract will be administered through a Sharepoint site (or other equivalent document control system) hosted and maintained by the Engineer. Any use of in-house document control systems by the Contractor shall be separate from these primary information flows. Payment for Contractor expenses including labour, materials, tools, equipment, and incidentals required to manage document control through the Engineer's document control system will be considered incidental to the Contract and no separate or additional payment will be made.

## **6.22 Application for Payment**

6.22.1 Further to General Condition 5.6.3.4 the Contractor shall submit the following:

- a. An updated Detailed Construction Schedule to Construction Completion;  
and
- b. Copies of all Quality Control testing results.

END OF SECTION

## 7.0 Technical Specifications

[See Appendix A](#)

END OF SECTION