



# Quarry Lake Jumping Platform

## Request for Proposals (RFP)

<b>SUMMARY:</b> The project includes construction and installation of a permanent jumping platform at Quarry Lake, within the Town of Canmore. The project scope is comprised of: <ul style="list-style-type: none"><li>• Supply and install of a prefabricated steel structure jumping platform</li><li>• Supply and install of prefabricated stairs to be installed adjacent to the platform</li><li>• Adherence to the Province of Alberta's Water Approval Permit</li></ul>	
<b>PROJECT NUMBER:</b>	<b>CAP 7307</b>
<b>RFP CLOSING DATE:</b>	<b>August 25, 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

### 1.0 General Information

#### 1.0.1 Proposals for:

Quarry Lake Jumping Platform  
CAP 7307

Will be received through MERX by:

Town of Canmore  
902 - 7th Avenue  
Canmore, Alberta T1W 3K1  
Attn: Amy Bernard

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

August 25, 2023, 2:00:00 pm local time (the “RFP Closing”).

The last day (and time) for Proponents to submit RFI’s is:  
August 18, 2023, before 12:00:00 pm local time

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

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

#### 1.0.4 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.

#### 1.0.5 Proposals will not be opened publicly.

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

1.0.6.1 Supply and install of micro-piles (Helical Screw Anchors)

1.0.6.2 Supply and install of a prefabricated steel structure jumping platform

1.0.6.3 Supply and install of prefabricated stairs to be installed adjacent to the platform

1.0.6.4 Adherence to the Province of Alberta’s Water Approval Permit

#### 1.0.7 The Successful Proponent shall achieve the following Construction Completion Date and Milestone Dates for the Project:

Milestone Dates:  
To be proposed by the Proponent.

#### 1.0.8 The Engineer for this Project is:

ISL Engineering and Land Services Ltd.

- 1.0.9 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”:
- 1.0.9.1 Section 1.0 Request for Proposals
  - 1.0.9.2 Section 2.0 Instructions to Proponents
  - 1.0.9.3 Section 3.0 Proposal Forms
  - 1.0.9.4 Section 4.0 Contract Agreement
  - 1.0.9.5 Section 5.0 Standard General Conditions
  - 1.0.9.6 Section 6.0 Special Conditions
  - 1.0.9.7 Section 7.0 Technical Specifications
  - 1.0.9.8 Standard Specifications and Manuals
    - a) [Town of Canmore 2020 Engineering Design and Construction Guidelines](#) and [Figures](#)
    - b) [City of Calgary Standard Specifications Erosion and Sediment Control](#)
    - c) [City of Calgary Development Guidelines and Standard Specifications Landscape Construction 2022](#)
    - d) [City of Calgary Field Manual for Erosion and Sediment Control 2017](#)
    - e) [City of Calgary Temporary Traffic Control Guidelines for Pedestrians](#)
  - 1.0.9.9 Technical Drawings
- 1.0.10 Refer to Subsection 2.2 – Availability of Proposal Document for information on accessing the Proposal Documents.
- 1.0.11 Inquiries regarding the Proposal Documents shall be directed by email to:
- Amy Bernard
  - Town of Canmore
  - 902 – 7th Avenue
  - Canmore, Alberta T1W 3K1
  - Phone: (403) 678-8937
  - E-mail: [amy.bernard@canmore.ca](mailto:amy.bernard@canmore.ca)
- 1.0.12 Refer to Subsection 2.1 - Submission of Proposals in the Instructions to Proponents for Proposal submission requirements.
- 1.0.13 Proposals must be accompanied by a Bid Bond or other form of Bid Security as per Subsection 2.7 – Bid Security in the Instructions to Proponents, in the amount of 10% of the Contract Sum.
- 1.0.14 The lowest-priced or any Proposal will not necessarily be accepted.
- 1.0.15 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.

1.0.16 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

### 2.0 Interpretation

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

### 2.1 Submission of Proposals

#### 2.1.1 Submissions

- 2.1.1.1 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: CAP7307\_Proponent\_Name\_Qualifications.pdf
- b) File #2: CAP7307\_Proponent\_Name\_Financial.pdf

- 2.1.1.2 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  
Quarry Lake Jumping Platform  
CAP7307  
RFP Closing: 2:00:00 pm local time, August 25, 2023

And either one of the following labels:

- a) File #1 – Qualifications Submission or
- b) File #2 – Financial Submission

- 2.1.1.3 Proponents shall be solely responsible for the delivery of their Proposals in the manner and time prescribed.
- 2.1.1.4 Do not submit the Proposal Documents with the Proposal.
- 2.1.1.5 Each Proposal shall include a Proposal Form with all of the blank spaces filled in.
- 2.1.1.6 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.

2.1.1.7 Proposal must be written in English.

2.1.1.8 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.

#### 2.1.2 Proposal Modifications

2.1.2.1 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.

2.1.2.2 If a Proponent wishes to modify the Contract Sum, the Proponent may do so, prior to the RFP Closing, in accordance with Article 2.1.2.1, 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.

## 2.2 Availability of Proposal Documents

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

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

2.2.3 Proposal Documents being obtained from any source other than identified in Item 2.2.1, will be deemed non-compliant.

2.2.4 The Proponents shall review the latest edition of the Town of Canmore Engineering Design and Construction Guidelines available at:

2.2.5 [Town of Canmore - Engineering Reference Material](#)

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

## 2.3 Changes to Proposal Documents

2.3.1 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.

2.3.2 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.

- 2.3.3 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 Item 2.2.6 for additional information.
- 2.3.4 Include costs to comply with the addenda in the Contract Sum.

## 2.4 Proponent Requirements

- 2.4.1 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.
- 2.4.2 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.
- 2.4.3 Proposal Forms shall be properly executed in full compliance with the following requirements:
  - 2.4.3.1 The Proposal Form shall be signed under seal by the Proponent.
  - 2.4.3.2 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.
  - 2.4.3.3 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.
- 2.4.4 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.

## 2.5 Bylaws, Codes, Policies and Regulations

- 2.5.1 The Proponent shall be aware of and comply with all Provincial and Federal legislation, regulations and codes that may affect the Tender.
- 2.5.2 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>).

## 2.6 Litigation Policy and Past Performance

- 2.6.1 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 the purpose of this section, an affiliate or associate shall have the same meaning as defined in the Business Corporations Act.
- 2.6.2 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.

## 2.7 Bid Security

- 2.7.1 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 2.8 below within the specified time frames.
- 2.7.2 Endorse the security in the name of the Town of Canmore as obligee, signed and sealed by the Proponent and surety.
- 2.7.3 For Bid Bonds, Proponents are to use standard surety industry CCDC prescribed Bid Bond. Bid Bond form CCDC 220, meets this criteria.
- 2.7.4 For electronic bids, the bid bond is to be submitted in an electronic or digital format meeting the following criteria:
  - 2.7.4.1 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; 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.
  - 2.7.4.2 The version submitted must be viewable, printable, and storable in standard PDF electronic file format, and in a single file.
  - 2.7.4.3 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.
  - 2.7.4.4 Bonds failing the verification process will not be considered to be valid.
  - 2.7.4.5 Bonds passing the verification process will be treated as original and authentic.
- 2.7.5 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 and Labour and Material Payment Bond.
- 2.7.6 The Bid Bonds shall be returned as soon as possible to all Proponents after the Contract has been duly executed by the Successful Proponent.

- 2.7.7 The Town will not pay any interest on money furnished as security.
- 2.7.8 If the accepted Proponent fails for any reason to execute the Contract Agreement and to provide the bonds stipulated in Subsection 5.9 Bonds in the Standard General Conditions within the time outlined in Article 2.8.2, 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.
- 2.7.9 Bid Bond and Consent of Surety must be issued by a surety company licensed to conduct business in the Province of Alberta.

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

- 2.8.1 The Successful Proponent shall provide Performance Bond and Labour and Material Payment Bonds as described in Subsection 5.9 Bonds in the Standard General Conditions.
- 2.8.2 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.
- 2.8.3 Proponent to include the cost of bonds in the Total Contract Amount.

## **2.9 Insurance**

- 2.9.1 Proposals shall include a Certificate of Insurance certifying that the insurance as required in Subsection 5.10 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; and
- 2.9.2 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.

## **2.10 Workers' Compensation**

- 2.10.1 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.
- 2.10.2 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.
- 2.10.3 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.

## **2.11 Certificate of Recognition (C.O.R.) Safety Program Requirement**

- 2.11.1 The Proponent shall submit with their Proposal, a Certification of Recognition (C.O.R.) 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.

- 2.11.2 For Proponents with 10 or less employees, a Small Employer Certificate of Recognition (SECOR) is an acceptable alternate to COR.

## **2.12 Work Site Conditions**

- 2.12.1 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.
- 2.12.2 The Proponent is fully responsible for obtaining all information required for the preparation of its Proposal and for the execution of the Work.
- 2.12.3 The Proponent shall not rely upon any oral information provided to it by the Town or its representatives.

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

- 2.13.1 Proponents shall include the following components of the Proposal Form in File #1 – Qualifications Submission:
- 2.13.1.1 Proposal Form Section 1 – Company Profile and Project Experience
  - 2.13.1.2 Proposal Form Section 2 – Project Schedule and Attachments
  - 2.13.1.3 Proposal Form Section 3 – Safety and Quality and Attachments
- 2.13.2 Proponents shall include the following components of the Proposal Form in File #2 – Financial Submission:
- 2.13.2.1 Proposal Submission Form
  - 2.13.2.2 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
    - d) Certification of Recognition (C.O.R.) issued by the Alberta Construction Safety Association
  - 2.13.2.3 Proposal Form – Pricing Form
  - 2.13.2.4 Proposal Form – Force Account Rates

2.13.3 The following table provides description of how the Qualifications Submission will be evaluated.

Section	Rating
<p><b>Section 1 – Company Profile and Project Experience</b></p> <p>Responses to this section are intended to demonstrate the knowledge, ability, and resources of the Proponent to undertake and successfully deliver this Project. The three reference projects should be for a similar scope of work as the Quarry Lake Jumping Platform and should be completed by the same Key Personnel completed to complete this project. The Town of Canmore, at its sole discretion, may contact the reference contact and use the provided feedback in the Proponent’s evaluation.</p> <p>If a Subcontractor is to be engaged for core work, then their comparable experience may be included among the reference projects.</p>	Pass/Fail
<p><b>Section 2 – Schedule</b></p> <p>The Proponent’s Construction Completion Milestone Dates and attached Detailed Schedule should demonstrate an 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,</li> <li>• Last day when construction work will occur; and,</li> <li>• Start, completion and milestone dates for the project.</li> </ul>	Pass/Fail
<p><b>Section 3 – Safety and Quality</b></p> <p>The purpose of this evaluation component is to demonstrate that the Proponent has the necessary quality and safety management systems in place to successfully deliver the project.</p>	Pass/Fail

## 2.14 Evaluation of Proposals

2.14.1 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.

2.14.2 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.

### 2.14.3 Evaluation Step 1 – Review of Proposal Contents

- 2.14.3.1 For each Proposal received by the RFP Closing, a Town designate who is not part of the Evaluation Committee will open and review the contents of File #1 and #2 and will determine whether it complies with the Mandatory Components submission requirements set out in Subsection 2.14.
- 2.14.3.2 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 of 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.
- 2.14.3.3 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.

### 2.14.4 Evaluation Step 2 – Review of Qualifications Proposals

- 2.14.4.1 For each Proposal successfully completing Evaluation Step 1, the Evaluation Committee will evaluate the Qualifications proposal using the evaluation criteria set out in Subsection 2.13.3 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".
- 2.14.4.2 Each member of the Evaluation Committee shall evaluate the Qualifications 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.
- 2.14.4.3 Each of the three Qualifications 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.

### 2.14.5 Evaluation Step 3 – Review of Financial Proposals

- 2.14.5.1 For each Proposal successfully completing Evaluation Step 2, the Evaluation Committee will open and review the content of File #2 and will determine whether it complies with the submission requirements set out in Subsection 2.13. For clarity, the Evaluation Committee 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.
- 2.14.5.2 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.

2.14.6 The Town will, in its sole discretion, determine:

- 2.14.6.1 whether a Proposal has complied with the submission requirements;
- 2.14.6.2 the evaluation of the Proposals; and
- 2.14.6.3 whether a Proposal or a Proponent:
  - a) is disqualified; or
  - b) will cease to be considered in the evaluation process.

2.14.7 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:

- 2.14.7.1 any instances of poor performance by a Proponent or a Proponent's team member that the Town has experienced; and/or
- 2.14.7.2 any publicly available information about a Proponent or a proponent's team members that is, in the Town's sole discretion, considered credible information.

2.14.8 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, as the case may be, at any time prior to the Effective Date if:

- 2.14.8.1 the Proposal is determined to be non-compliant;
- 2.14.8.2 the Proponent fails to cooperate in any attempt by the Town to clarify or verify any information provided by the Proponent in its Proposal;
- 2.14.8.3 the Proponent engages in lobbying or other promotional activity outside this Request for Proposals process, in relation to the Work;
- 2.14.8.4 the Proponent fails to comply with Applicable Law;
- 2.14.8.5 the Proposal contains false or misleading information or a misrepresentation;
- 2.14.8.6 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;
- 2.14.8.7 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;
- 2.14.8.8 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;
- 2.14.8.9 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 a either a Proponent or Proponent Team Member in relation to a public or broader public sector tender or procurement in any jurisdiction;
- 2.14.8.10 the Proposal, in the opinion of the Town, contains unsustainable pricing;
- 2.14.8.11 in the 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;
- 2.14.8.12 in the 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;
- 2.14.8.13 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.

## **2.15 Alternative Product Approvals**

- 2.15.1 The Proponent must obtain approval for proposed Alternative Products that are at variance with the Specifications or Drawings prior to submitting its Proposal.
- 2.15.2 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.
- 2.15.3 Proponents must submit applications for approvals as an inquiry, under this Subsection 2.15 in writing five (5) Working Days prior to the RFP Closing.
- 2.15.4 Applications for approvals under this Subsection 2.15 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.
- 2.15.5 Approvals under Subsection 2.15 shall be communicated to all Proponents by addenda.
- 2.15.6 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.



## 2.16 Acceptance or Rejection of Proposals

2.16.1 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;
- 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 on the basis of 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.

2.16.2 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.

2.16.3 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.

## 2.17 Successful Proponent

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

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

2.17.2.1 provide the required Performance and Labour and Material Payment Bonds

2.17.2.2 provide a Certificate of Insurance

- 2.17.3 Upon the Successful Proponent complying with Article 2.17.2.1, the Bid Security will be returned to the Proponent.
- 2.17.4 If the Successful Proponent fails to comply with Article 2.17.2.1, 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.
- 2.17.5 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.
- 2.17.6 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.
- 2.17.7 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.
- 2.17.8 No implied obligation of any kind or on behalf of the Town shall arise from anything in the Proposal Documents.
- 2.17.9 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.
- 2.17.10 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.
- 2.17.11 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.

## **2.18 Right to Defer Work to 2024**

- 2.18.1 The Town will accept alternative pricing for completion of the work in 2024 instead of completion in 2023.

## **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 a 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, or 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:

- 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 of 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; and
- 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

#### 3.0 Qualifications Submission

##### 3.0.1 Section 1 – Company Profile and Project Experience

#### Company Profile

Company Name:	_____
Years in Operation:	_____
Office Location(s):	_____
Number of Permanent Employees:	_____
Number of Seasonal Employees:	_____
Brief Company History:	
Services Available from the Company:	
Project Experience with Town of Canmore (if applicable):	

**Project Experience**

Reference Project #1	
Project Name:	_____
Project Location:	_____
Project Owner/Client:	_____
Owner/Client Representative Name and Title:	_____
Email:	_____
Phone Number:	_____
Project Start Date:	_____
Completion Date:	_____
Original Bid Price (\$):	_____
Final Contract Price (\$):	_____
Key Personnel:	_____
Project Scope and Complexity:	
Project Challenges and Lessons Learned:	

Proposal Form

Reference Project #2	
Project Name:	_____
Project Location:	_____
Project Owner/Client:	_____
Owner/Client Representative Name and Title:	_____
Email:	_____
Phone Number:	_____
Project Start Date:	_____
Completion Date:	_____
Original Bid Price (\$):	_____
Final Contract Price (\$):	_____
Key Personnel:	_____
Project Scope and Complexity:	
Project Challenges and Lessons Learned:	

Reference Project #3	
Project Name:	_____
Project Location:	_____
Project Owner/Client:	_____
Owner/Client Representative Name and Title:	_____
Email:	_____
Phone Number:	_____
Project Start Date:	_____
Completion Date:	_____
Original Bid Price (\$):	_____
Final Contract Price (\$):	_____
Key Personnel:	_____
Project Scope and Complexity:	
Project Challenges and Lessons Learned:	

3.0.2 Section 2 – Schedule

**Milestone Schedule**

Task	Completion Milestone Date
Piles Installed	
Jumping Deck and Staircase Installed	

**Detailed Schedule**

A detailed schedule shall be attached to the Proposal Form. The schedule submitted with the Proposal will form part of the award and be considered the Project Schedule.

The Proponent’s detailed schedule shall be formatted as a Gantt Chart on 11x17” pages, with clear readability and supporting information that includes at minimum:

- All tasks and operations by the Proponent and its Subcontractors and by others, logically linking them to show the order and manner in which the work will be constructed;
- All tasks or operations by the Town of Canmore or third parties, based on the information provided in this RFP, and the Proponent’s own related experience; and,
- Start and completion dates for all Sites.



3.0.3 Section 3 – Safety and Quality Control

Provide a generic template or previous project examples for the following plans:

- Construction Health and Safety Plan
- Environmental Construction Operations Plan

### **3.1 Financial Submission**

The Proposal Form Section is comprised of the following documents:

For inclusion in File #2 – Financial Submission:

- a) Proposal Submission Form
- b) Mandatory Components
- c) Proposal Form – Pricing Form
- a) Proposal Form – Force Account Rates

## Proposal Submission Form

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

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

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

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

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

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

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

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

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

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

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

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

Project Name: Quarry Lake Jumping Platform  
 Project Number: CAP7307  
 To:

Town of Canmore  
 902-7th Avenue Canmore, Alberta T1W 3K1  
 Attn: Amy Bernard

3.1.1 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		

3.1.2 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.

- 3.1.3 The Proponent hereby represents to the Town that it:
- 3.1.3.1 has carefully examined the Contract Documents as listed in the Contract Agreement;
  - 3.1.3.2 has carefully examined the Work Site;
  - 3.1.3.3 it is aware and will comply with requirements of Subsection 2.5; and
  - 3.1.3.4 has the resources, skills and ability to perform the Work in accordance with the Contract Documents.
- 3.1.4 The Proponent understands and agrees that:
- 3.1.4.1 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.
  - 3.1.4.2 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.
  - 3.1.4.3 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.
- 3.1.5 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.
- 3.1.6 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.
- 3.1.7 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.
- 3.1.8 The Proponent acknowledges that payment for work performed under the Contract shall be on the basis of unit prices.

3.1.9 The Proponent represents and warrants to the Town that:

3.1.9.1 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:

---

3.1.9.2 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:

---

3.1.9.3 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.

3.1.9.4 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:

---

3.1.10 Contract Schedule:

3.1.10.1 The Proponent agrees to achieve the Milestone and Construction Completion dates identified in Section 3.0.2.

3.1.11 Addenda

3.1.11.1 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.

## Proposal Form - Pricing Form

Schedule of Approximate Quantities and Unit Prices For

2023-2024 Pathway Rehabilitation  
CAP 7303/7306

1. The following Pricing 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.



## Proposal Form - Schedule A

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## Proposal Form - Schedule B

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## Proposal Form - Schedule C

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## Summary

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## Proposal Form - Force Account Rates

- 3.1.12 The following 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.
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  
Quarry Lake Jumping Platform  
CAP 7307

### 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:

#### 4.0 Preamble and Schedules

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:

#### 4.1 Obligations

The Contractor shall:

- a. 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; and
- b. Provide all the necessary materials, labour, supervision, and equipment and incidentals, and perform all the Work and fulfill everything as set forth and in strict accordance with the Contract Documents; and
- c. Provide to the Town the Bonds and Insurance Certificates as specified in the Standard General Conditions, Subsection 5.9 Bonds and Subsection 5.10 Insurance; and
- d. 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; and
- e. 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;
- f. Diligently prosecute the Work and achieve the Milestone and Construction Completion Dates as proposed and agreed upon in Section 3.0.2., subject to the provisions for extension of time stipulated in the Contract Documents;
- g. Apply the following rules of interpretation in relation to the Contract Documents:
  - i. the Town of Canmore Engineering Design and Construction Guidelines are to be interpreted subject to any or all of the Contract Documents; and
  - ii. any inconsistent or conflicting provisions contained within the following Contract Documents shall be resolved in the following order of precedence:
    1. Addenda (if issued)
    2. Section 4.0 - Contract Agreement;
    3. Section 3.0 - Proposal Forms;
    4. Section 6.0 - Special Conditions (if issued);
    5. Section 5.0 - Standard General Conditions;
    6. Specifications;
    7. Drawings;
    8. Section 2.0 - Instructions to Proponents;
    9. Section 1.0 - Request for Proposals;
    10. All Other Documents.
- h. 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.

## 4.2 Contents of the Contract

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:

1. Section 1.0 Request for Proposals
2. Section 2.0 Instructions to Proponents
3. Additional Instructions to Proponents (ex: Addenda)
4. Section 3.0 Proposal Form
5. Bid Bond
6. Consent of Surety
7. Performance Bond
8. Labour and Material Payment Bond
9. Certificate of Insurance or Letter of Insurability
10. Section 4.0 Contract Agreement
11. Section 5.0 Standard General Conditions
12. Section 6.0 Special Conditions
13. Town of Canmore Engineering Design and Construction Guidelines
14. Letter of Award
15. Section 7.0 Technical Specifications
16. Technical Drawings

## 4.3 Payment

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:

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

subject to additions and deductions as provided in the Contract.

All payments shall be subject to the Prompt Payment and Construction Lien Act, R.S.A. 2000, c. P-26.4.

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.



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.

#### 4.4 Time

The contractor acknowledges that:

- a. Time is of the essence of this Contract and
- 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

#### 4.5 Assignment and Transfer

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.

#### 4.6 Contract Extensions

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

#### 4.7 Laws of Alberta

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.

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.

#### 4.8 Remedies

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.

#### 4.9 Notices

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:

- a. 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 Article (c) below; or
- b. 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:
  - i. upon transmission with answer back confirmation if received within the normal working hours of the day; or
  - ii. at the commencement of the next ensuing day following transmission with answer back confirmation thereof; or
- c. 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:

- i. The Town of Canmore at:
  - Town of Canmore
  - 902-7th Avenue Canmore, Alberta T1W 3K1
  - Attn: Amy Bernard
- ii. The Contractor at:

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Attn:

- iii. 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  
“I have authority to bind the contractor”

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

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

\_\_\_\_\_  
Signature  
“I have authority to bind the contractor”

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

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

**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.*

*Town of Canmore signatories:*

- *Two signatories are required.*
- *Refer to the Designated Officers Bylaw for persons with authority to sign.*
- *Persons authorized to sign must do so in the presence of the Municipal Clerk's Office who will affix the corporate seal at the time of signing. If signing with a Corporate Seal, a witness is not required.*
- *Witnesses are required for signatures of each Designated Officer if the Corporate Seal is not affixed.*

## 5.0 Standard General Conditions

### 5.0 Definitions and Documents

#### 5.0.1 Definitions for this Contract:

- a) "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 particular Section, Subsection, Item or Article or portion thereof.
- b) "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.
- c) "Approved Equal" shall mean an equivalent material approved by the Engineer.
- d) "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.
- e) "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.
- f) "Certificate of Substantial Performance" means a certificate issued by the Contractor pursuant to Item 5.5.5 of these Standard General Conditions.
- g) "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.
- h) "Construction Completion Date" means the date of construction completion as described in Standard General Conditions Item 5.5.6. The construction completion date will be set by the Owner and identified in the Proposal Documents.
- i) "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 Item 5.5.6, has been completed.
- j) "Construction Health and Safety Plan (CHSP)" means a plan outlining how health and safety will be managed during the Work.

- k) "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.
- l) "Contract" means this agreement entered into between the Town and the Contractor and includes all of the documents listed in the Contract Agreement.
- m) "Contract Documents" consist of Letter of Award; executed Proposal Form; signed Contract Agreement; these Standard General Conditions; Special Conditions; Addenda; and Technical Specifications and Drawings; specified insurance documentation and contract bonding. See full list in the Contract Agreement.
- n) "Contract Schedule" means the dates outlined in this Contract under the Milestone Dates and Construction Completion Date.
- o) "Contractor" means the Contractor named in the Contract.
- p) "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.
- q) "Disease Mitigation Measures" means measures to comply with any Disease Mitigation Guidelines in place from time to time.
- r) "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.
- s) "Day" shall mean a calendar day.
- t) "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.
- u) "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.
- v) “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.
  - w) “Material” or “Materials” shall, unless otherwise specified, mean anything and everything other than persons or the Contractor’s equipment which is manufactured, processed, or transported to the site, or existing on the site, and incorporated into the completed works.
  - x) “Milestone Dates” means specific progress point(s) on the critical path for construction of the Project as identified in the Contract Schedule.
  - y) “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.
  - z) “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.
  - aa) “Plant” means collectively all tools, implements, machinery, vehicles, structures, equipment and other things required for the execution of the Work provided by the Contractor.
  - bb) “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.
  - cc) “Project” means the project described in Section 1.0 – Invitation to Tender.
  - dd) “PPCLA” means the Prompt Payment and Construction Lien Act, R.S.A. 2000, c. P-26.4.
  - ee) “Proper Invoice” means an invoice as defined in Part 32.1(l) of the PPCLA.
  - ff) “Proponent” shall mean the individual, firm, partnership, corporation or combination thereof who as an independent entity has submitted a bonafide Proposal on this Project.
  - gg) “Proposal” means the Contractor’s complete bonafide written offer to perform the Contract in response to the Town’s Request for Proposals.
  - hh) “Proposal Documents” means all documents listed in Item 1.0.9 in the Invitation to Tender.
  - ii) “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.
- jj) “Request for Information” means a request for missing information, or clarification on conflicting information, submitted by the Contractor to the Engineer.
- kk) “Security” means a Performance Bond and a Labour and Material Payment Bond pursuant to General Condition 5.9.1.
- ll) “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.
- mm) “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
- nn) "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.
- oo) “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.
- pp) “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.
- qq) “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.
- rr) “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.
- ss) "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.
- tt) “Request for Proposals Period” is the time between the date of issue for the Request for Proposals and the RFP Closing.
- uu) “Total Contract Sum” is the Contract Sum plus G.S.T.
- vv) “Town” or” Owner” means the corporation of the Town of Canmore as represented by the Senior Manager of the Department or designate.
- ww) “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.



- xx) "Warranty Period" means that period of time as described in Item 5.5.8 of these Standard General Conditions.
  - yy) "Work" means all work to be performed by the Contractor under the Contract, including:
    - all construction work;
    - all services and work of the Contractor's Subcontractor's;
    - the supply of Materials and Products and their incorporation into the Project;
    - the supply of construction equipment;
    - operations or maintenance services as may be required under the Contract;
    - temporary works and services;
    - 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;
    - Warranty Work; and
    - anything ancillary to (i) through to (viii) above that is required for the proper and complete performance of the Contractor's obligations under the Contract.
  - zz) "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:
    - the Construction Health and Safety Plan;
    - any further plans required by the Special Conditions, which may include inspection plans, environmental management plans, or quality management plans;
    - 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;
    - the sequence of activities, or critical path, and method for performance of the Work; and
    - a detailed Construction Schedule, including dates for completion of Milestone Dates.
  - aaa) "Working Day" means days other than Saturdays, Sundays and statutory holidays.
  - bbb) "Work Site" means the areas outlined in the Contract, or otherwise designated by the Town, in which the Work takes place.
- 5.0.1.2 Words in the singular include the plural, and words in the plural include the singular where the context so requires.

- 5.0.1.3 This Contract shall be construed and governed by the laws of the Province of Alberta and the applicable federal laws of Canada.
- 5.0.1.4 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>
- 5.0.1.5 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.

#### 5.0.2 Documents

- 5.0.2.1 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.
- 5.0.2.2 In the event of conflict between documents incorporated into the Contract the following shall apply:
- a) The hierarchy of documents provided by Section 4.1 shall apply.
  - b) Documents of a later date shall govern.
  - c) Figured dimensions shown on Drawings shall govern over scaled dimensions.
  - d) Drawings of larger scale shall govern over those of smaller scale of the same date.
- 5.0.2.3 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.
- 5.0.2.4 All units in documents provided by the Contractor shall be in metric units.

#### 5.0.3 Drawings and Specifications

- 5.0.3.1 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.

- 5.0.3.2 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.
  - 5.0.3.3 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.
  - 5.0.3.4 Any references to recognized standard specifications, such as C.S.A. or A.S.T.M., shall be to the then current edition as of the RFP Closing, unless specifically noted in the reference.
  - 5.0.3.5 The Contractor shall assume full responsibility for the interpretation of the Specifications and Drawings for Subcontractors.
  - 5.0.3.6 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 5.12 - Disputes.
  - 5.0.3.7 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.
  - 5.0.3.8 Notes on the Drawings shall be considered part of the Specifications.
- 5.0.4 Clarifications
- 5.0.4.1 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.
  - 5.0.4.2 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 Item 5.3.11 – Changes to the Work within five (5) Working Days of receipt of the clarifications.

5.0.4.3 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.

5.0.5 Ownership of Specifications, Drawings and Models

5.0.5.1 All Drawings, Specifications designs and 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.

5.0.5.2 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.

5.0.5.3 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.

## 5.1 Contractor

### 5.1.1 Superintendent

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

5.1.1.2 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.

5.1.1.3 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.

### 5.1.2 Employees, Wages and Working Conditions

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

5.1.2.2 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.

5.1.2.3 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.

5.1.3 Subcontractors

- 5.1.3.1 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.
- 5.1.3.2 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.
- 5.1.3.3 The Town may, at the request of a Subcontractor, provide a Subcontractor with information of the amounts certified to that Subcontractor's account.
- 5.1.3.4 The Contractor shall be responsible to the Town for the acts and omissions of Subcontractors and persons directly or indirectly employed by them.
- 5.1.3.5 Nothing contained in the Contract shall create any contractual relation between any Subcontractor and the Town.
- 5.1.3.6 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.

5.1.4 Other Contractors

- 5.1.4.1 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 Item 5.5.2 – Valuation of Change
- 5.1.4.2 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 Article 5.1.4.1, 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.
- 5.1.4.3 In awarding separate contracts, the Town shall be responsible for the co-ordination of insurance coverage.

## 5.2 Products

### 5.2.1 Products and Equipment

- 5.2.1.1 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.
- 5.2.1.2 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.
- 5.2.1.3 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.
- 5.2.1.4 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.
- 5.2.1.5 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.

### 5.2.2 Delivery and Storage of Products

- 5.2.2.1 The Contractor shall be responsible for the delivery and storage of Products.
- 5.2.2.2 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.
- 5.2.2.3 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.
- 5.2.2.4 The Town will not pay for Products at the Work Site that have not been incorporated into the Work.

## 5.3 Execution of the Work

### 5.3.1 Surveys and Plans

- 5.3.1.1 The Town will provide plans describing the limits of the Work Site, easements and rights-of-way.
- 5.3.1.2 Surveys required to replace survey pins destroyed or damaged by the Contractor shall be at the Contractor's expense.
- 5.3.1.3 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.

### 5.3.2 Utilities

- 5.3.2.1 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.
  - 5.3.2.2 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.
  - 5.3.2.3 The Contractor shall notify the operator of any Utility affected by the Work not less than 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.
  - 5.3.2.4 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.
  - 5.3.2.5 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.
- 5.3.3 Cutting and Remedial Work
- 5.3.3.1 The Contractor shall do cutting and remedial work that may be required to make the several parts of the Work fit together properly.
  - 5.3.3.2 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.
  - 5.3.3.3 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.
  - 5.3.3.4 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.
- 5.3.4 Road Use and Excavation Permit
- 5.3.4.1 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.
  - 5.3.4.2 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.

- 5.3.4.3 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>.
- 5.3.5 Permission to Use Water for Construction
- 5.3.5.1 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.
- 5.3.5.2 Bulk water account and associated passcode must be obtained from the Owner prior to the use of the water station.
- 5.3.5.3 Any issues with the Bulk Water Station should be reported to EPCOR Water Services at (403) 609-4789.
- 5.3.6 Notification of Businesses and Residents
- 5.3.6.1 Immediately following project award, the Town will notify impacted property owners and businesses of the general scope of work.
- 5.3.6.2 The Contractor shall maintain/provide access to all residential and commercial property adjacent to the work at all times.
- 5.3.6.3 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
- 5.3.6.4 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.
- 5.3.6.5 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.
- 5.3.6.6 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.

**5.3.7 Traffic Control**

- 5.3.7.1 The Contractor must stage traffic control during construction to provide safe and efficient movement of vehicles and pedestrians.
- 5.3.7.2 The Contractor shall maintain residential and commercial access at all times for the duration of the Work.
- 5.3.7.3 The Contractor shall maintain access for emergency vehicles at all times.
- 5.3.7.4 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.
- 5.3.7.5 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.
- 5.3.7.6 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.
- 5.3.7.7 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.
- 5.3.7.8 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.
- 5.3.7.9 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.
- 5.3.7.10 The Contractor is responsible for all costs of barricades, flag persons and signs.

**5.3.8 Pedestrian Traffic and Cyclist Safety**

- 5.3.8.1 Pedestrian, cyclist and vehicular traffic must be physically separated.
- 5.3.8.2 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.

- 5.3.8.3 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.
- 5.3.8.4 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).
- 5.3.8.5 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.
- 5.3.8.6 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.
- 5.3.9 Parking
  - 5.3.9.1 The Contractor and his employees should not park their vehicles and equipment in areas designated for local businesses and residents.
- 5.3.10 Reduced Idling of Vehicles and Construction Equipment
  - 5.3.10.1 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 degrees Celsius.
  - 5.3.10.2 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.
- 5.3.11 Changes to the Work
  - 5.3.11.1 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.
  - 5.3.11.2 Except as provided for in Item 5.8.6 – 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.
  - 5.3.11.3 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 5.5.2 – Valuation of Change.

- 5.3.11.4 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.

- 5.3.11.5 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.
- 5.3.11.6 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, and completion of all issued Change Orders and approved extra work shall be required for the Contractor to achieve Construction Completion.
- 5.3.11.7 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.
- 5.3.11.8 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 Article 5.13 – Disputes.

#### 5.3.12 Inspection of Work

- 5.3.12.1 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.
- 5.3.12.2 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.
- 5.3.12.3 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.
- 5.3.12.4 The Contractor shall furnish promptly to the Town one electronic copy, in PDF format, of all certificates and inspection reports related to the Work.
- 5.3.12.5 The Town may order the Contractor to uncover any part of the Work for examination as the Town shall direct. Subject to 5.3.12.3, 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.

- 5.3.12.6 Inspection undertaken by the inspecting authority does not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract.

#### 5.3.13 Workmanship

- 5.3.13.1 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.

#### 5.3.14 Rejected Work

- 5.3.14.1 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.
- 5.3.14.2 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.
- 5.3.14.3 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 Item 5.11.1 – Town's Right to do Work.
- 5.3.14.4 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.

#### 5.3.15 Cleaning Up

- 5.3.15.1 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.

#### 5.3.16 Delays

- 5.3.16.1 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.

- 5.3.16.2 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, lock-outs, 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.
- 5.3.16.3 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.
- 5.3.16.4 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.
- 5.3.16.5 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.
- 5.3.16.6 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 Articles 5.8.2.1 and 5.8.2.2, 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.
- 5.3.16.7 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.

### 5.3.17 Delay Costs

- 5.3.17.1 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.

5.3.17.2 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.

## 5.4 Site Condition

### 5.4.1 Subsurface Conditions

5.4.1.1 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.

5.4.1.2 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.

5.4.1.3 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.

5.4.1.4 If the Contractor fails to notify the Town of any substantial difference in site conditions as required in Article 5.4.1.1, 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.

### 5.4.2 Existing Surface Conditions

5.4.2.1 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.

- 5.4.2.2 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.

## 5.5 Payments and Certificates

### 5.5.1 Applicable Taxes

- 5.5.1.1 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.
- 5.5.1.2 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.

### 5.5.2 Valuation of Change

- 5.5.2.1 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 Article 5.12 - Disputes.
- 5.5.2.2 Prior to commencing execution of the Work, the Contractor shall submit to the Town both regular and overtime labour hourly rates.
- 5.5.2.3 For the purpose of Article 5.5.2.2, 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.
- 5.5.2.4 If requested the Contractor shall provide a detailed breakdown of the proposed labour rates showing clearly how the makeup of the rate conforms to Article 5.5.2.3. The Town may audit the rates for compliance.
- 5.5.2.5 Unless agreed to in writing by the Town, all extra work will be valued based on regular labour rates.
- 5.5.2.6 The Town will not pay for vehicles used to transport workers.

- 5.5.2.7 The Contractor shall not charge supplemental cost for bonding. Bonding shall be included in the allowed profit and overhead mark-ups defined in Article 5.5.2.9.
- 5.5.2.8 When the Town orders a change to the Work requiring extra work and valued under Article 5.6.2.1(a), 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 Article 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 Article 5.6.2.1(c).
- 5.5.2.9 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 Article 5.6.2.1(c), 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 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.

- 5.5.2.10 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 Article 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.

**5.5.3 Application for Payment**

- 5.5.3.1 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.
- 5.5.3.2 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 so as to facilitate evaluation of progress claims, and supported by evidence as the Town may direct.
- 5.5.3.3 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.
- 5.5.3.4 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.

5.5.3.5 Each Proper Invoice shall become due and payable by the Town within twenty-eight (28) days of receiving a Proper Invoice.

5.5.3.6 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 5.6.4.5.

5.5.3.7 Payment shall be determined as the accrued amount approved less the holdback amount as defined in Item 5.5.4 – Holdbacks, less the total of previous approved payments.

5.5.3.8 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.

5.5.3.9 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.

#### 5.5.4 Holdbacks

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

- 5.5.4.2 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.

5.5.4.3 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.

5.5.4.4 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 Article 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.

#### 5.5.5 Certificate of Substantial Performance

- 5.5.5.1 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.
- 5.5.5.2 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.
- 5.5.5.3 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.

- 5.5.5.4 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.

5.5.6 Construction Completion Certificate

- 5.5.6.1 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.

- 5.5.6.2 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.

5.5.7 Release of Holdback

- 5.5.7.1 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; and
- 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.

- 5.5.7.2 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.

- 5.5.7.3 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.

- 5.5.7.4 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.

- 5.5.7.5 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 Article 5.6.1 and the Contractor shall submit a letter confirming the final subcontracted amounts payable.

5.5.8 Warranty Period

- 5.5.8.1 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
- 5.5.8.2 The Town shall give notice to the Contractor of observed defects to the Work within the Warranty Period.
- 5.5.8.3 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.
- 5.5.8.4 Notwithstanding the provisions of Item 5.5.8 - 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.
- 5.5.8.5 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 Article 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.

5.5.9 Liability for Landscaping, Trees and Shrubs

- 5.5.9.1 In Item 5.5.9 - 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 Item applies to the soft landscaping portion of the Work.
- 5.5.9.2 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.

- 5.5.9.3 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.
- 5.5.9.4 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.
- 5.5.9.5 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.
- 5.5.9.6 The onus shall be on the Contractor to prove that the death or damage of a tree or shrub was not as a result of Natural Causes.

**5.5.10 Final Acceptance Certificate**

- 5.5.10.1 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.

**5.5.11 Non-Waiver of Responsibility**

- 5.5.11.1 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.
- 5.5.11.2 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.

**5.5.12 Audits**

- 5.5.12.1 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.
- 5.5.12.2 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.

- 5.5.12.3 The obligations of Article 5.5.12 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.
- 5.5.12.4 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.
- 5.5.12.5 Article 5.5.12 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.

#### 5.5.13 Electronic Payment

- 5.5.13.1 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").
- 5.5.13.2 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.
- 5.5.13.3 The Town shall keep all such information confidential and only use it for the purpose of carrying out Electronic Payment Method.

## 5.6 Applicable Laws

### 5.6.1 Laws, Notices, Permits and Fees

- 5.6.1.1 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.
- 5.6.1.2 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.
- 5.6.1.3 The Contractor shall be responsible for the safety of workers and equipment on the Work Site in accordance with all Applicable Laws.

- 5.6.1.4 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.
- 5.6.1.5 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.
- 5.6.1.6 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.
- 5.6.1.7 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.
- 5.6.1.8 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.
- 5.6.2 Workers' Compensation
  - 5.6.2.1 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.
  - 5.6.2.2 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.
- 5.6.3 Occupational Health and Safety
  - 5.6.3.1 Without restricting the generality of Article 5.6.1.3, 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.

- 5.6.3.2 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.

5.6.4 Patent Fees

- 5.6.4.1 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.
- 5.6.4.2 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.
- 5.6.4.3 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.

5.6.5 Importing Fees and Indemnity

- 5.6.5.1 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.
- 5.6.5.2 Without limiting the generality of Article 5.6.5.1, 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.
- 5.6.5.3 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.
- 5.6.5.4 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.

5.6.5.5 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.

5.6.6 Credits or Grants Applicable to the Work

5.6.6.1 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.

5.6.6.2 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.

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

5.7.1 Use of Premises and Overloading

5.7.1.1 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.

5.7.1.2 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.

5.7.1.3 The Contractor shall comply with the Town's instructions regarding signs, advertisements, fires, smoking, sanitation and storage of inflammable products.

5.7.2 Protection of Work and Property

5.7.2.1 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.

5.7.2.2 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.

- 5.7.2.3 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.
- 5.7.2.4 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.
- 5.7.2.5 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.
- 5.7.2.6 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.
- 5.7.3 Construction Work at or Near Pipelines
  - 5.7.3.1 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.
  - 5.7.3.2 Without restricting the generality of Article 5.7.3.1, if, while performing the Work, contact is made with a pipeline and results in a puncture 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.
  - 5.7.3.3 If the Town provides information, inspections, or supervision, this shall not be deemed an assumption of responsibility by the Town.
  - 5.7.3.4 Breach of any requirement of Article 5.7.3 - Construction Work at or Near Pipelines, is a substantial breach of the Contract, and the Town may immediately terminate the Contract pursuant to Article 5.11.2.6.
- 5.7.4 Hazardous Products and Chemicals

- 5.7.4.1 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.
  - 5.7.4.2 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.
  - 5.7.4.3 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.
  - 5.7.4.4 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.
- 5.7.5 Safety and Security
- 5.7.5.1 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.
  - 5.7.5.2 The Contractor shall follow, in the performance of the Work, all security procedures and practices as may be required by the Town.
- 5.7.6 Construction Health and Safety Plan
- 5.7.6.1 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.
  - 5.7.6.2 The Contractor shall ensure that all of its subcontractors are aware of the Disease Mitigation Measures and the Disease Mitigation Guidelines.
- 5.7.7 Emergencies
- 5.7.7.1 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.
  - 5.7.7.2 The Contractor shall immediately notify the Town in the event of any accident resulting in serious injury, death or property damage.

## 5.8 Damages and Indemnity

### 5.8.1 Damages and Mutual Responsibility

- 5.8.1.1 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.
- 5.8.1.2 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 5.12 - Disputes.
- 5.8.1.3 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.
- 5.8.1.4 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.

### 5.8.2 Indemnification

- 5.8.2.1 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.

- 5.8.2.2 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.
- 5.8.2.3 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.
- 5.8.2.4 Without restricting the generality of the foregoing for the purposes of Item 5.8.2- Indemnification, costs shall mean solicitor and client costs, whether the Town retains in house or external Counsel.
- 5.8.2.5 The obligations of the Contractor under Item 5.8.2 - 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.

## 5.9 Bonds

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

- 5.9.1.1 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.
- 5.9.1.2 The Performance Bond provided shall remain in full force as a maintenance bond during the Warranty Period.

- 5.9.1.3 The Contractor shall provide a Labour and Material Payment Bond in the amount of 50% of the Contract Sum.

## 5.10 Insurance

### 5.10.1 Contractor's Liability Insurance

- 5.10.1.1 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:
- Contractual Liability (including this agreement);
  - Non-Owned Automobiles;
  - Independent Contractors;
  - Products and completed operations;
  - Excavation, collapse, shoring and pile driving (as applicable);
  - Broad form property damage;
  - Employees as Additional Insureds;
  - Property Damage Occurrence;
  - Cross Liability;
  - Contingent Employers Liability; and
  - 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.
- 5.10.1.2 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.
- 5.10.1.3 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.
- 5.10.1.4 Upon request by the Town, the Contractor shall provide additional insurance, if the Town due to changing conditions deems this necessary.
- 5.10.1.5 The amount of insurance shall not limit the Contractor's obligations under this Contract.

- 5.10.1.6 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 Article 5.8.2.1.

5.10.2 Course of Construction Insurance

- 5.10.2.1 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.
- 5.10.2.2 The Contractor shall be responsible for full payment of the deductible for each claim under the Course of Construction Insurance.

## 5.11 Remedies

5.11.1 Town's Right to do Work

- 5.11.1.1 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.
- 5.11.1.2 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; and
  - 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.
- 5.11.1.3 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.

5.11.2 Town's Right to Stop Work or Terminate Contract

- 5.11.2.1 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.
- 5.11.2.2 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; or
  - b) changes any Product manufacturer without prior permission of the Town; or
  - c) fails to make payments due to its Subcontractors, its suppliers or its employees; or
  - d) disregards any Applicable Law, or the Town's instructions; or
  - 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; or
  - f) if the Contractor fails to pay any sum awarded by an Arbitrator to the Town within ninety (90) days; or
  - g) neglects to perform the Work properly; or
  - h) neglects to perform the Work in accordance with the Contract Schedule; or
  - i) is otherwise in breach of a provision of the Contract.
- 5.11.2.3 The written notice from the Town will instruct the Contractor to correct the default within five (5) Working Days from receipt of the notice.
- 5.11.2.4 If the correction of the default cannot be completed within the five (5) Working Days specified, the Contractor shall be considered to be in compliance with the Town's instructions if it:
- a) commences the correction of the default within the specified time; and
  - b) provides the Town with an acceptable Construction Schedule for such correction: and
  - c) completes the correction in accordance with such schedule.
- 5.11.2.5 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.
- 5.11.2.6 If the Town terminates the Contract pursuant to Item 5.11.2, 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.

#### 5.11.3 Contractor's Right to Stop Work or Terminate Contract

- 5.11.3.1 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.
- 5.11.3.2 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.

## 5.12 Disputes

### 5.12.1 Dispute Resolution

- 5.12.1.1 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 Article 5.13.
- 5.12.1.2 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.

### 5.12.2 Negotiation

- 5.12.2.1 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.
- 5.12.2.2 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.

- 5.12.2.3 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.

#### 5.12.3 Notice of Dispute

- 5.12.3.1 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.
- 5.12.3.2 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 Article 5.12.

#### 5.12.4 Valuation of changes

- 5.12.4.1 Should negotiations not resolve a dispute concern a valuation of a Change under Article 5.12 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.
- 5.12.4.2 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.
- 5.12.4.3 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.
- 5.12.4.4 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.

#### 5.12.5 Mediation

- 5.12.5.1 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.

5.12.5.2 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.

5.12.5.3 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.

#### 5.12.6 Arbitration

5.12.6.1 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.

5.12.6.2 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.

5.12.6.3 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,

5.12.6.4 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.

5.12.6.5 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.

5.12.6.6 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 arbiters decision to the courts.

5.12.7 No suspension of Contract timelines

5.12.7.1 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.

5.12.7.2 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 5.12 - Disputes.

END OF SECTION

## 6.0 Special Conditions

### 6.0 Work in The Vicinity of Utilities

#### 6.0.1 General

- 6.0.1.1 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.
- 6.0.1.2 The known utility companies, owners and operators and their representatives are as follows:

<b>ATCO Distribution</b> Al Lowe, Field Representative P: (403) 245-7351	<b>TELUS Communications</b> Cable Dispatch P: (403) 384-3610
<b>Fortis Inc.</b> Forrest Ayearst C: (403) 679-9898 E: forrest.ayearst@fortisalberta.com	<b>The Town of Canmore</b> Amy Bernard Public Works Project Coordinator 902 7 Avenue Canmore, AB T1W 3K1  P: (403) 678-8937 E: amy.bernard@canmore.ca

### 6.1 Subsurface Conditions

- 6.1.1 The following subsurface investigation reports are appended to this document:
  - 6.1.1.1 Quarry Lake Park Jumping Platform Geotechnical Design Parameters – Watt Consulting Group. (January 10, 2022)
- 6.1.2 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.

### 6.2 Environmental Construction Operations (ECO) Plan

- 6.2.1 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.
- 6.2.2 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.
- 6.2.3 Responsibilities of the Town and/or the Engineer:
  - 6.2.3.1 Identify any anticipated unique situations that will require special environmental protection measures. Ensure that the Contractor addresses these situations in the ECO Plan.
  - 6.2.3.2 Review the Contractor's ECO Plan prior to commencement of work to determine if it is appropriate for the site conditions anticipated.
  - 6.2.3.3 Liaise with the Contractor to address any concerns with the proposed ECO Plan.

- 6.2.3.4 Periodically monitor the work zone to ensure the Contractor implements and maintains the ECO Plan.
  - 6.2.3.5 Initiate any meetings required with the Contractor to address any concerns regarding the performance of the ECO Plan.
  - 6.2.3.6 Advise the Contractor of any deficiencies in the Contractor's environmental protection measures and ensure that the Contractor takes appropriate and timely corrective action.
  - 6.2.3.7 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.
- 6.2.4 Contents of the ECO Plan
- 6.2.4.1 The ECO Plan shall be consistent with the requirements of the current version of the City of Calgary ECO Plan Framework.
- 6.2.5 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.
- 6.2.6 The Contractor shall submit the Environmental Construction Operations Plan to the Engineer for review at least 5 days prior to the Pre-Construction Meeting.
- 6.2.7 The Engineer will review the ECO Plan and communicate any concerns to the Contractor at the Pre-Construction Meeting.
- 6.2.8 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.
- 6.2.9 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.
- 6.2.10 The Contractor is ultimately responsible to ensure all measures used on the project are sufficient to ensure compliance with all applicable authorities.

### 6.3 Environmental Permits and Approvals

- 6.3.1 The Contractor is advised that all Work shall be in compliance with the conditions, requirements and restriction of the various permits and approvals issued for the Project outlined in this section.
- 6.3.2 Alberta Environment and Protected Areas – Water Act
  - 6.3.2.1 The contractor is to comply with the conditions of the Water Act approval which are outlined in the following documents appended to this document:
    - a) Fish and Fish Habitat Assessment – ISL Engineering and Land Services Ltd. (May 2023)
    - b) Turbidity Monitoring Plan – ISL Engineering and Land Services Ltd. (May 31, 2023)

## 6.4 Project Meetings

### 6.4.1 Pre-Construction Meeting

- 6.4.1.1 A Pre-Construction Meeting will be scheduled as soon as practicable following notification of Award.
- 6.4.1.2 The following information is required for review by the Engineer five 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) Contractors plans for staging the work; and,
  - g) Completed ECO Plan.
- 6.4.1.3 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.

### 6.4.2 Construction Progress Meetings

- 6.4.2.1 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.

## 6.5 Schedule

### 6.5.1 Construction Schedule Submissions

- 6.5.1.1 Format
  - a) Organize schedules according to tasks with clear start date and completion date milestones for each;
  - b) Prepare schedules using critical path method techniques;
  - c) 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;



- d) Provide a horizontal time scale identifying the first day of the week;
- e) Identify hours of work; and
- f) Identify staging required to attain the overall Construction Completion Date.

6.5.1.2 Detailed Construction Schedule

- a) Within five (5) days of award of Contract, a Detailed Construction Schedule shall be submitted to the Town.
- b) 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 working days.
- c) Updates to the Detailed Construction Schedule shall be submitted to the Town along with each monthly Progress Payment.

6.5.1.3 Construction Progress Schedule

- a) An updated and current Construction Progress Schedule shall be distributed by the Contractor 1 day before each scheduled weekly Construction Progress Meeting.
- b) The Contractor shall present its Construction Progress Schedule at each Construction Progress Meeting.
- c) 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.

6.5.2 Construction Progress

- 6.5.2.1 Whenever the forecast completion date for the Work is two or more weeks beyond the Construction Completion Date, the Town may require the Contractor to submit, within five working days of any such request, a proposal for completing the Work by the Contract Completion Date.
- 6.5.2.2 If the forecast completion date for the Work is three 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.

**6.6 Requests for Information**

- 6.6.1 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.
- 6.6.2 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.

## 6.7 Survey

- 6.7.1 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.
- 6.7.2 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.
- 6.7.3 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.

#### 6.7.4 Quantity Surveys

- 6.7.4.1 Will be performed by the Contractor and submitted to the Engineer for processing and will be used for Progress Payment.
- 6.7.4.2 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.
- 6.7.4.3 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 48 hours in advance so that checks may be completed prior to being covered by subsequent work.

### 6.8 Quality Control / Quality Assurance

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

- 6.8.1.1 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.
- 6.8.1.2 The Contractor is also responsible for monitoring and testing required by laws, ordinances, rules, regulations, or orders of public authorities.
- 6.8.1.3 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.
- 6.8.1.4 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.
- 6.8.1.5 The Engineer may require further quality control testing at the Contractor's expense if initial results are not satisfactory.
- 6.8.1.6 Only the Engineer's test results shall be utilized in the enforcement of the specifications.

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

- 6.8.2.1 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.

- 6.8.2.2 A certified laboratory, designated by the Engineer, will conduct quality assurance testing and plant inspection where necessary.
- 6.8.2.3 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.
- 6.8.2.4 Only the Engineer's test results shall be utilized in the enforcement of the specifications.
- 6.8.2.5 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 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.

## **6.9 Site Diary**

- 6.9.1 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.
- 6.9.2 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.

## **6.10 Documents on Site**

- 6.10.1 The Contractor shall keep one copy of each of the following documents on the job site, in good order and available to the Town:
  - 6.10.1.1 Contract documents and Drawings and all subsequent revised Drawings and addenda;
  - 6.10.1.2 Specifications: copies of the relevant specifications listed in the Contract;
  - 6.10.1.3 Reviewed shop drawings;
  - 6.10.1.4 Change orders;
  - 6.10.1.5 Other modifications to the Contract;
  - 6.10.1.6 The Detailed Construction Schedule and current Construction Progress Schedule;
  - 6.10.1.7 MSDS sheets;
  - 6.10.1.8 Road Use/Excavation Permits;

- 6.10.1.9 Crossing Agreements;
- 6.10.1.10 ESC Records;
- 6.10.1.11 ECO Plan; and
- 6.10.1.12 Manufacturer's installation and application instructions for all products and equipment.

## 6.11 Construction Field Operations

- 6.11.1 The Contractor shall keep the Work Site properly and efficiently drained for the duration of construction.
- 6.11.2 Proper drainage is not limited to the Work Site and shall include any overland flows from any sources that affect the Work Site.
- 6.11.3 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.
- 6.11.4 Storage of materials on streets or lanes will not be allowed unless approved by the Town.
- 6.11.5 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.

## 6.12 Disposal of Garbage and Waste Materials

- 6.12.1 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.
- 6.12.2 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.
- 6.12.3 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.

## 6.13 Record Drawings

- 6.13.1 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.
- 6.13.2 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.

- 6.13.3 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:
  - 6.13.3.1 Field changes of dimensions and detail;
  - 6.13.3.2 Horizontal and vertical location of buried utilities and appurtenances encountered or installed referenced to permanent bench marks;
  - 6.13.3.3 Changes made by Change Order or Field Instruction;
- 6.13.4 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.
- 6.13.5 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.

#### **6.14 Location and Disruption of Existing Services on the Project Site**

- 6.14.1 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.
- 6.14.2 Existing services on the Project Site may include, but are not limited to, the following:
  - 6.14.2.1 ATCO Gas
  - 6.14.2.2 Telus
  - 6.14.2.3 Fortis
  - 6.14.2.4 Town of Canmore (Sanitary Sewer, Storm Sewer & Water Distribution)
- 6.14.3 Should unknown services be encountered, the Contractor shall immediately stop work, inform the Engineer, and confirm findings in writing.
- 6.14.4 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.
- 6.14.5 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.

## 6.15 Noise and Hours of Work

6.15.1 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](#)

## 6.16 Parking

6.16.1 The Contractor shall not be permitted to park (either personnel or equipment) on public streets that are otherwise open to general public use. The Town will make a section of the Quarry Lake Parking Lot available to the Contractor.

6.16.2 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.

## 6.17 Deficiency Holdback

6.17.1 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.

6.17.2 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.

## 6.18 Application for Payment

6.18.1 Further to General Condition 5.5.3.4 the Contractor shall submit the following with each Proper Invoice:

6.18.1.1 An updated Detailed Construction Schedule to Construction Completion; and

6.18.1.2 Copies of all Quality Control testing results for work included on the Proper Invoice.

## 6.19 Site Access

6.19.0 The Contractor shall access the site only through the following entrance points shown on design drawing LA01.

END OF SECTION

## 7.0 Technical Specifications

### 7.0 Standard Specifications, Guidelines and Requirements

- 7.0.1 Unless otherwise noted, the Standard Specifications for this Project shall be the current edition of the Town of Canmore Engineering Design and Construction Guidelines (EDCG).
- 7.0.2 Where additional specification is required beyond the EDCG, it is supplemented with City of Calgary Specifications, Guidelines and Requirements as noted herein.
- 7.0.3 The Contractor must comply with the City of Calgary's Current Edition (as at issuance of the RFP) of the following documents, which are incorporated by reference:
- 7.0.3.1 Standard Specifications:
    - a) Erosion and Sediment Control
  - 7.0.3.2 Development Guidelines and Standard Specifications:
    - a) Landscape Construction
  - 7.0.3.3 Standards, Guidelines, Manuals and Catalogues:
    - a) Field Manual for Erosion and Sediment Control
- 7.0.4 All references to City of Calgary entities shall be taken as referring to the equivalent entities within the Town of Canmore.

### 7.1 General Scope

- 7.1.1 The scope of the Work includes, but is not limited to, the following:
- 7.1.1.1 Implementation of protective environmental (refer to Section 9.0), erosion, and sediment control measures;
  - 7.1.1.2 Supply and installation of helical screw anchors
  - 7.1.1.3 Supply and installation of jumping platform deck and staircase;
  - 7.1.1.4 Relocation of wooden bench;
  - 7.1.1.5 Construction of gravel pathways; and,
  - 7.1.1.6 All other civil works related to the completion of the project.

### 7.2 Pricing Form

- 7.2.1 Payments shall be made based on the unit prices bid in the Unit Price Schedules in the Pricing Form. Unless stated otherwise in the Specifications, Unit Price Schedules and Pricing Form, all prices are to be consistent with measurement and payment formats outlined in the current City of Calgary Standards and Specifications, Alberta Transportations Standard Specifications for Highway Construction.
- 7.2.2 The prices bid for various items of work, unless specifically noted otherwise, shall include the supply of all labour, material, and equipment required to complete the Work in accordance with the Drawings and Specifications.



- 7.2.3 The method of measurement of the quantities for payment and the basis for payment will be in accordance with the following items of this section. All measurement will be done by the Engineer.
- 7.2.4 The prices bid for supply and installation of materials shall be full compensation for all royalties, plant, labour, materials, supplies, equipment, professional services, supervision, tools, delivering, loading, unloading, handling, storage, breakage, waste, hauling, stockpiling, installing, cleaning, testing, and placing in service the work together with all work subsidiary and incidentals thereto for which separate payment is not provided elsewhere. Payment shall be made for completed work only, no interim or advanced payments will be made for supply of material to site. All costs for early procurement of materials to avoid schedule delay due to supply chain issues shall be born by the Contractor.
- 7.2.5 The sum of the payments in the Unit Price Schedules of the Pricing Form shall constitute full payment for the complete works as described in these documents. Extra payment will only be made for items adding to the scope of the works, as described in these documents and/or shown on the drawings and as evident from inspection of the site of the works.

### **7.3 Non-Payment Items**

- 7.3.1 Supply of all equipment, labour, materials, equipment, and services required to complete the Work for which no specific payment item has been assigned in the Unit Price Schedules of the Pricing Form shall be considered incidental to the Works. Incidentals may include, but are not limited to, such things as Permits, Letters of Authority, Business Licenses, per diems, accommodations allowances, coordination with stakeholders and notices.
- 7.3.2 There shall be no separate payment for incidental work. Payment for incidental work shall be included in the total tendered price of the Unit Price Schedules of the Pricing Form.

### **7.4 Provisional Items of Work**

- 7.4.1 “Provisional” means work or unit bid items that have been included in the RFP, but which may or may not ultimately be included in the scope of work. Provisional items may be deleted from the Contract at the discretion of The Town or may be partially used or substituted by Change Order. It is considered that the Contractor has not provided for overhead, administration or profit in a Provisional item, and deletion, partial use or substitution of the item(s) shall not constitute a basis for revision or adjustment of other unit rates or for additional payment or compensation.
- 7.4.2 All items within this section are considered provisional items.

### **7.5 Mobilization & Demobilization**

- 7.5.1 No measurement shall be made.
- 7.5.2 Payment shall be made on the lump sum price bid. The price bid for Mobilization & Demobilization shall not exceed 5% of the total bid value.
- 7.5.3 The Lump Sum price for Mobilization & Demobilization shall be paid progressively as follows:

- 7.5.3.1 25% of the lump sum bid shall be paid on the first progress claim following full mobilization to the site.
  - 7.5.3.2 50% of the lump sum bid will be paid in equal monthly installments, on each progress claim from the initial lump sum payment through to the Construction Completion Date.
  - 7.5.3.3 The remaining 25% of the lump sum bid will be paid for demobilization upon completion of the Work, issuance of CCC and receipt of all construction documentation required from the Contractor, including Record Drawings.
- 7.5.4 The Lump Sum price bid for “Mobilization and Demobilization (not to exceed 5%)” shall consist of the necessary work and operations including, but not limited to, the movement of personnel, equipment, supplies and incidentals to the Work, establishment of field offices and any other facilities necessary to perform the Work, removal of same upon completion of the work (Demobilization) and any expenses incurred for operations, permits, approvals etc. required to perform the Work prior to commencement of the Work.

## **7.6 Environmental Protection**

- 7.6.1 No measurement shall be made.
- 7.6.2 Payment shall be made on the lump sum price bid.
- 7.6.3 The Lump Sum price for Environmental Protection shall be paid progressively as follows:
  - 7.6.3.1 40% of lump sum bid shall be paid upon full mobilization to site and implementation of related environmental protection measures in the approved ECO Plan and Erosion & Sediment Control Plan.
  - 7.6.3.2 The remaining 60% of the lump sum bid will be paid in equal monthly installments, on each progress claim from the initial lump sum payment through to the Construction Completion Date
- 7.6.4 The Lump Sum price bid for Environmental Protection shall consist of the necessary work and operations including, but not limited to provide all environmental protection measures required to meet the requirements of the City of Calgary Guidelines for Erosion & Sediment Control and any applicable Federal, Provincial and Local Municipal environmental protection requirements, specifically the Turbidity Monitoring Plan and the Fish and Fish Habitat Assessment report (Section 9.0). This item includes temporary erosion and sediment control measures, tree protection, wildlife mitigation measures, requirements of the migratory birds act, noise, dust, pollution and waste materials. The unit price bid shall be all inclusive of plan development, implementation, ongoing maintenance and reporting, and ultimate removal of all related measures.
- 7.6.5 Refer to the Tree Protection drawings for additional information for tree and vegetation protection requirements.
- 7.6.6 The Lump Sum price bid also includes the preparation of a environmental plan for the project showing how environmental protection will be managed throughout the duration of construction. See Section 7.4 – Environmental Construction Operations Plan.

## 7.7 Wildlife Sweep

- 7.7.1 In order to comply with the Migratory Birds Convention Act, the Species at Risk Act, and the Alberta Wildlife Act, the Town must conduct a pre-disturbance wildlife sweep (pre-disturbance sweep) of the area requiring disturbance to determine the presence of protected wildlife and/or wildlife features (including but not limited to species of regulatory concern, nests, dens, and hibernacula).
- 7.7.2 The pre-disturbance sweep(s) shall be conducted by a qualified wildlife specialist as directed by a Professional Biologist registered in Alberta. The wildlife specialist shall determine the need for additional sweeps during construction resulting from construction shutdowns longer than four (4) days or the discovery of nests, dens or hibernacula).
- 7.7.3 If the pre-disturbance sweep reveals the presence of any active wildlife and/or wildlife features, the Contractor must update their ECO Plan to incorporate any mitigation measures deemed necessary by their Professional Biologist, including the establishment of protective buffer zones/setbacks.
- 7.7.4 The Contractor must ensure all measures used on the project will maintain compliance with all applicable authorities. The Contractor shall have no claim against the Town resulting from wildlife and/or wildlife features within the project limits, and any relevant protective buffer zones/setbacks. The Engineer may suspend work in cases where, in their opinion, the Contractor fails to comply with any of the applicable legislation.

## 7.8 Pathway Detours

- 7.8.1 Pathway Detour Plan
- 7.8.1.1 Pedestrian and Bike traffic management and closures shall be in accordance with the [City of Calgary Pathway Closure and Detour Manual](#), [Temporary Traffic Control Guidelines for Pedestrians](#), and the requirements of this section.
- [City of Calgary Pathway Closure and Detour Manual](#)
- [City of Calgary Temporary Traffic Control Guidelines for Pedestrians](#)
- 7.8.1.2 Upon award, the Contractor and the Town shall collaboratively prepare a Pathway Detour Plan which is based on the Contractor's proposed staging of the Project. The planning process shall commence immediately upon award.
- 7.8.1.3 The Contractor shall supply, install, and maintain all required detour signage for the duration of the project. Signage styles shall be consistent with the City of Calgary guidelines and manuals referenced above.
- a) Signage shall be provided at all key detour points, intersections and changes in direction.
- b) Trail connections from the adjacent residential communities to the closed portion of the pathway shall be blocked using barricades.
- 7.8.1.4 Flagging operations are to be used to facilitate safe access to and from the Project Site for all major deliveries or hauling operations. Flagging

operations shall be conducted in a manner that minimizes impact on public traffic. Flagging personnel shall be trained and certified by the Alberta Construction Safety Association, with proof of certification to be furnished to the Engineer upon request.

- 7.8.2 The Contractor shall maintain a weekly inspection log for review and maintenance of all detour signage and traffic control devices in, or related to, the Project Site. Copies of the inspection log reports shall be provided to the Engineer on a weekly basis.
- 7.8.3 Should the Contractor not install or not maintain its temporary traffic control devices in good condition to the satisfaction of the Engineer, the construction occurring during this period shall be deemed unsatisfactory and may not be considered for payment and the Town. The Engineer may also instruct the Contractor to cease work until the temporary traffic control deficiencies have been corrected. Maintenance shall include, but not be limited to, washing and hand repairs, as required.
- 7.8.4 Hauling on Public Roads
- 7.8.4.1 The Contractor shall comply with all requirements of the road authority having jurisdiction over public roads used by the Contractor in the execution of the Work. The Contractor shall obtain Road Use Permits from any municipality, including the Town of Canmore within which they will be undertaking hauling or related work by heavy vehicles. All Road Use Permits shall be provided to the Engineer prior to undertaking any related work, and shall be fully complied with by the Contractor as an incidental part of the work.
- 7.8.4.2 The Town of Canmore requires a minimum of four (4) business days to review and approve the Contractors Road Use Permit(s). No schedule or cost considerations will be made for this requirement.
- 7.8.4.3 The Contractor will comply with applicable load regulations during hauling of materials and equipment over public highways, roads and bridges.
- 7.8.4.4 The Contractor shall cover and contain hauled material in vehicles, and keep public highways and roads clear of mud, fallen rock, and debris resulting from construction operations.
- 7.8.4.5 The Contractor shall control dust and clean dirt accumulations on public highways and roads caused by, or related to, the Work. Maintain road surfaces daily or at frequent intervals as required by the Engineer.
- 7.8.5 Measurement and Payment
- 7.8.5.1 Payment for all Work referenced in this section and all traffic accommodation generally shall be as per the unit price bid for “Pathway Detour Accommodation” for each Site. Payment shall be considered full compensation for the supply of material, labour and equipment and incidentals to complete the Work.
- 7.8.5.2 Payment for the “Pathway Detour Accommodation” lump sum shall be staged as follows:

- a) 90% of the lump sum price bid will be paid incrementally, on a monthly basis, in equal payments starting with the first monthly progress payment following implementation of the Pathway Detour Plan. The actual number of equal monthly payments to be based upon Contractors expected construction duration, as per Detailed Construction Schedule; and
- b) The remaining 10% of the lump sum price bid will be paid once all temporary pathway detours and traffic control measures have been removed, the site is open to unrestricted public use on permanent infrastructure, and all associated clean-up has been completed to the satisfaction of the Engineer.

7.8.5.3 The total payment for “Pathway Detour Accommodation” shall not exceed 100% of the Lump Sum value in any case.

## 7.9 Earthworks

### 7.9.1 General

- 7.9.1.1 The Contractor shall note grading quantities, based on design estimates, are provided for information purposes only and shall not be construed to restrict the Town action relative to revision. Final payment will be made based on actual measured quantities of the Work as completed. The Contractor shall have no basis for claim against the Town for additional payment or lost profit, based on the estimated quantity.
- 7.9.1.2 Topsoil and any excavated material to be reused shall be stockpiled on site as approved by the Engineer. Care shall be taken by the Contractor to keep topsoil and other reusable materials separate to allow for reuse. Any reusable material that becomes mixed and are considered unusable by the Engineer shall be disposed of as per the requirements of this RFP. Removal, disposal, and replacement of reusable soils contaminated or deemed unusable by the Engineer through negligence or undue care of the Contractor shall be at the Contractor’s expense.

### 7.9.2 Topsoil Stripping and Stockpile

- 7.9.2.1 All topsoil material shall be excavated from disturbed areas to the depth of color change (indicating subsoil) to the depths directed by the Engineer. The Contractor shall reference pages 22-27 of the most current version of the City of Calgary Soil Handling Recommendations document for the best practices of topsoil stripping and stockpiling. Only A horizon material shall be considered topsoil.
- 7.9.2.2 The Contractor shall excavate and salvage the topsoil in a manner which prevents contamination. A minimum distance of five (5) metres shall be maintained between stockpiles of different materials.
- 7.9.2.3 The Contractor shall construct stockpiles at locations agreed upon with the Engineer. Stockpile locations shall be situated to avoid erosion, and not block or impede surface water drainage. The Contractor, as an incidental part to this Project, shall maintain erosion and drainage control in the vicinity of each stockpile to the satisfaction of the Engineer and the Contract Documents.

- 7.9.2.4 The Contractor shall select an appropriate location for all excavated material and stockpiles to minimize re-handling of material. No additional compensation will be considered for the Contractor choosing to move excavated material around the site. For clarity, all costs associated with the stockpiling of materials, including but not limited to; finding space, preparing, and use or other shall be borne by the Contractor and no additional payment shall be made.
- 7.9.2.5 Topsoil Stripping shall be measured and paid on a per cubic metre (m<sup>3</sup>) basis as per the unit price bid “Topsoil Stripping to Stockpile”. Payment shall include: the loam stripping quantity (volume contained between the original ground surface and the stripped ground surface) as measured by detailed survey before and after stripping of the loam. The unit rate shall include all costs associated with testing the topsoil, stripping, sorting, loading, hauling and stockpiling at locations chosen by the Contractor; and all labour, materials, equipment, and incidentals associated with completing the Work for which payment is not included elsewhere.
- 7.9.2.6 The Contractor shall note that the quantity presented in this RFP for topsoil stripping has been derived from model surface area calculations derived from available geotechnical information and shall be considered an estimation. The actual amount of topsoil measured for payment will be as described in these Technical Specifications, and the Contractor will have no basis for claim against the Town for additional payment or lost profit, based on the estimated quantity.

### 7.9.3 Common Excavation

- 7.9.3.1 Common Excavation is the volume contained between the stripped ground surface and the surface after excavation to the designed grades, as measured by detailed survey before and after excavation. The Contractor unit price shall also include full compensation for excavation, loading, hauling, placement, compaction, ditch shaping, dust control, and includes all labour, materials, equipment, and incidentals associated with completing the Work.
- 7.9.3.2 Upon completion of excavation, stockpile sites shall be trimmed to present a neat and tidy appearance, fences removed for purposes of entry shall be replaced, and debris resulting from the operation shall be removed and disposed of, all in a manner satisfactory to the Engineer.
- 7.9.3.3 The Contractor shall conduct their operations so as to minimize double handling of common excavation material. The Town will not consider additional payment for additional handling from the Contractor should the Town deem at its sole discretion that the additional handling was made necessary due to poor site or material management on the part of the Contractor.
- 7.9.3.4 Measurement & Payment for Common Excavation shall be made per cubic metre as per the unit price bid of the respective Common Excavation and shall be considered full compensation for all materials, labour, equipment, tools, and any incidentals required to complete the Work, including but not limited to excavation loading, transportation,

unloading, placing, compacting, moisture conditioning, grading, and shaping. Payment volumes will be measured by survey and based on the in-place volume difference as described in this Common Excavation section and as measured in fill.

7.9.3.5 In addition to Common Excavation noted on the Drawings, Common Excavation may consist of construction of a berm in the areas noted on Information Document Berm Location.

7.9.3.6 The Engineer may identify some excavated material as surplus to project needs. Refer to Specification 7.5.6 “Surplus Topsoil or Common Excavation Offsite Disposal” for related requirements and payment details for surplus Common Excavation material.

7.9.4 Waste Excavation Off-Site

7.9.4.1 “Waste Excavation Off-Site” means excavating, loading, hauling and off-site disposal as determined by the Engineer.

7.9.4.2 The Contractor shall note that “Waste Excavation Off-Site” at the time of this RFP is an estimate of the amount of material to be wasted at the time of construction and the actual amount of material shall be as calculated from onsite measurement at the time of construction.

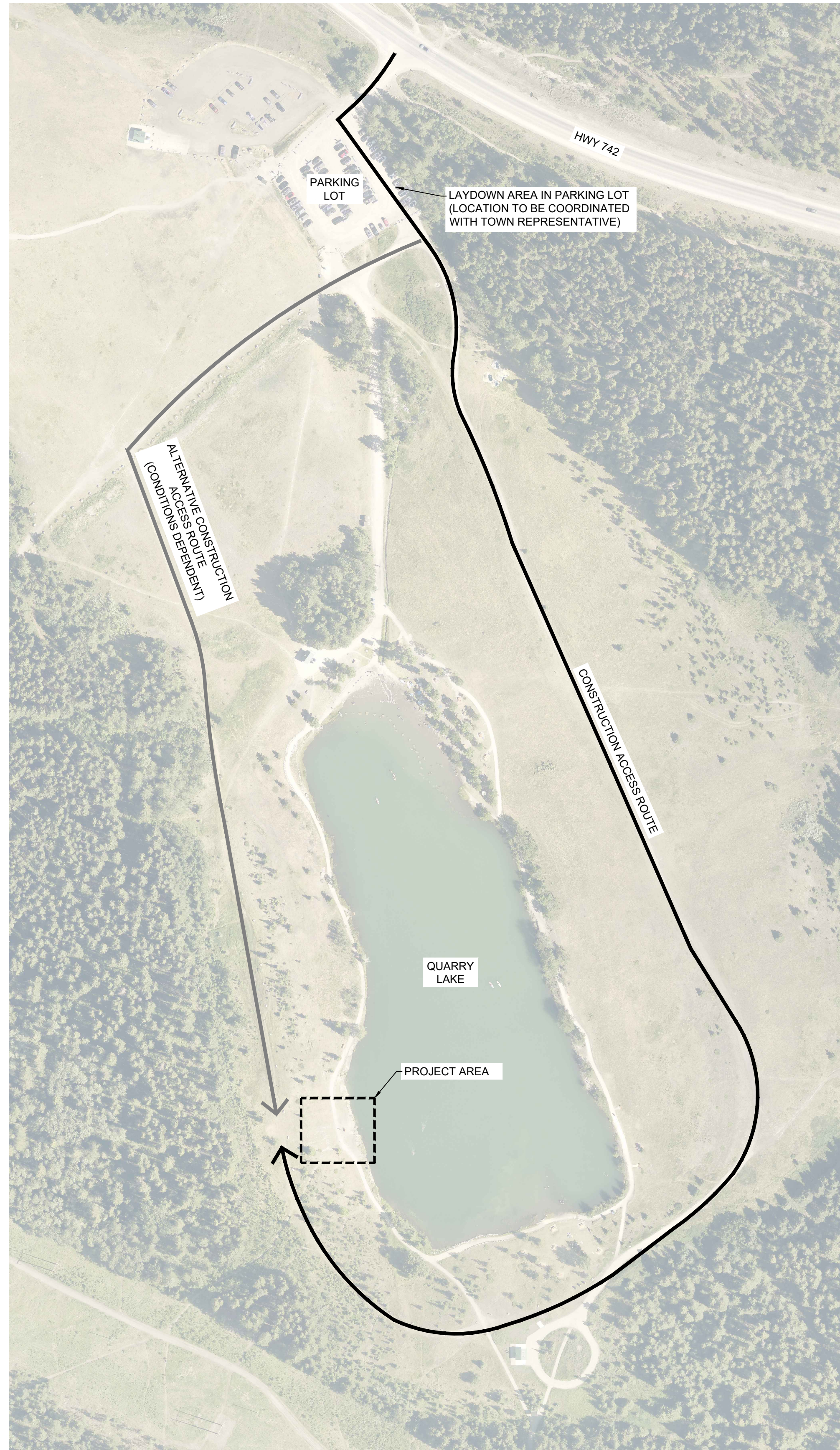
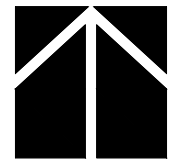
7.9.4.3 Measurement and Payment for unsuitable material “Waste Excavation Off-Site” shall be based on the volume cut for disposal/removal measured in cubic metres as surveyed on site and as calculated by surface comparisons in Civil 3D computer software. The Contractor’s unit price shall be considered full compensation for all materials, labour, equipment, tools and any incidentals required to complete the Work, including but not limited to excavation and disposing of material, stockpiling, reloading, transportation, disposal and disposal fees.

END OF SECTION

## 8.0 Design Drawings

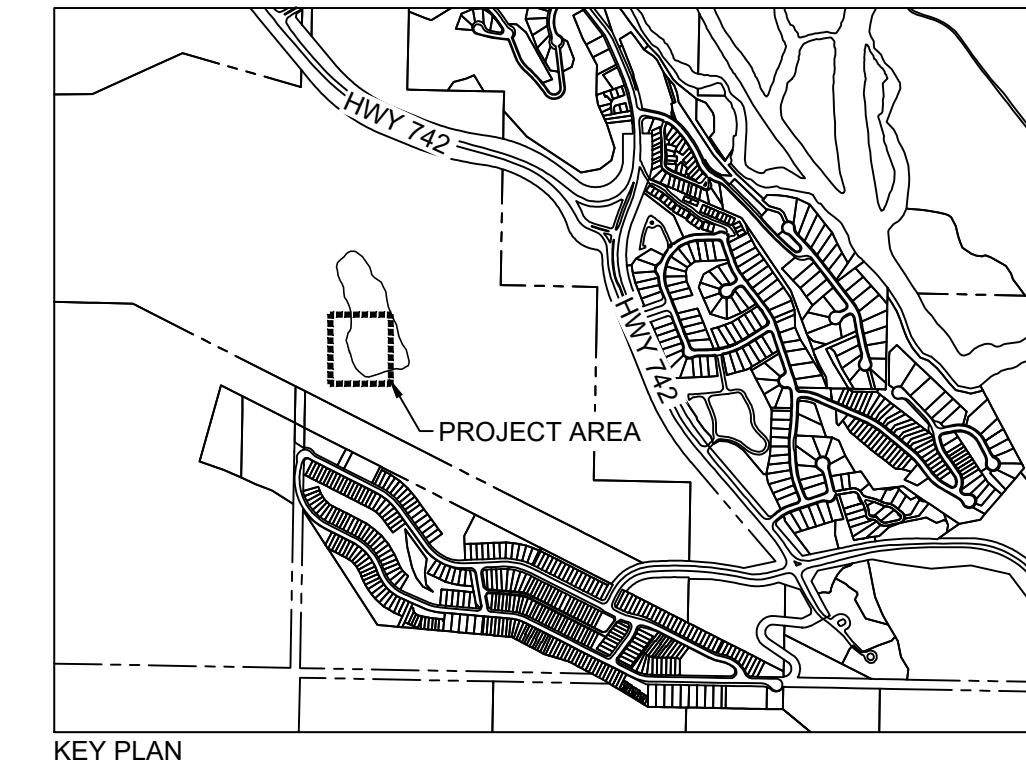






**SITE ACCESS AND LAYDOWN AREA NOTES:**

- 1.1. SITE ACCESS TO BE CONFIRMED WITH THE TOWN'S REPRESENTATIVE PRIOR TO CONSTRUCTION. SITE CONDITIONS MAY DETERMINE THE PREFERRED ACCESS ROUTE.
- 1.2. LAYDOWN AREA IN THE QUARRY LAKE PARKING LOT TO BE CONFIRMED WITH THE TOWN'S REPRESENTATIVE PRIOR TO CONSTRUCTION.
- 1.3. LANDSCAPE REHABILITATION INCLUDING LANDSCAPE AND TRAIL REPAIRS WILL BE COMPLETED BY OTHERS.
- 1.4. CONTRACTOR TO PROVIDE SUBMITTALS DOCUMENTING PROPOSED BOUNDARY AND LEVEL OF ANTICIPATED DISTURBANCE AT PROJECT SITE, LAY DOWN AREAS, AND ACCESSES TO BE REVIEWED AND APPROVED BY THE TOWN PRIOR TO CONSTRUCTION. CONTRACTOR WILL BE RESPONSIBLE FOR COSTS OF REPAIRS BEYOND THE AGREED UPON BOUNDARY AND LEVEL OF DISTURBANCE (REPAIRS TO BE COMPLETED BY OTHERS).
- 1.5. CONTRACTOR RESPONSIBLE FOR MAINTAINING SAFE AND CLEAN PASSAGE FOR PEDESTRIANS BY PROVIDING CLEAR SIGNAGE, DETOUR ROUTES WHERE APPLICABLE, FLAG PERSONS, AND BARRIERS AROUND WORK AREAS.
- 1.6. CONTRACTOR RESPONSIBLE FOR MAINTAINING A CLEAN WORK SITE, FREE OF DIRT AND DEBRIS. DUST CONTROL TO BE MAINTAINED ON SITE AT ALL TIMES. IF SPILLAGE OR TRACKING OCCURS, IT IS TO BE CLEANED UP IMMEDIATELY TO THE TOWN'S REPRESENTATIVES SATISFACTION.
- 1.7. CONTRACTOR RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REMOVAL OF ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES.

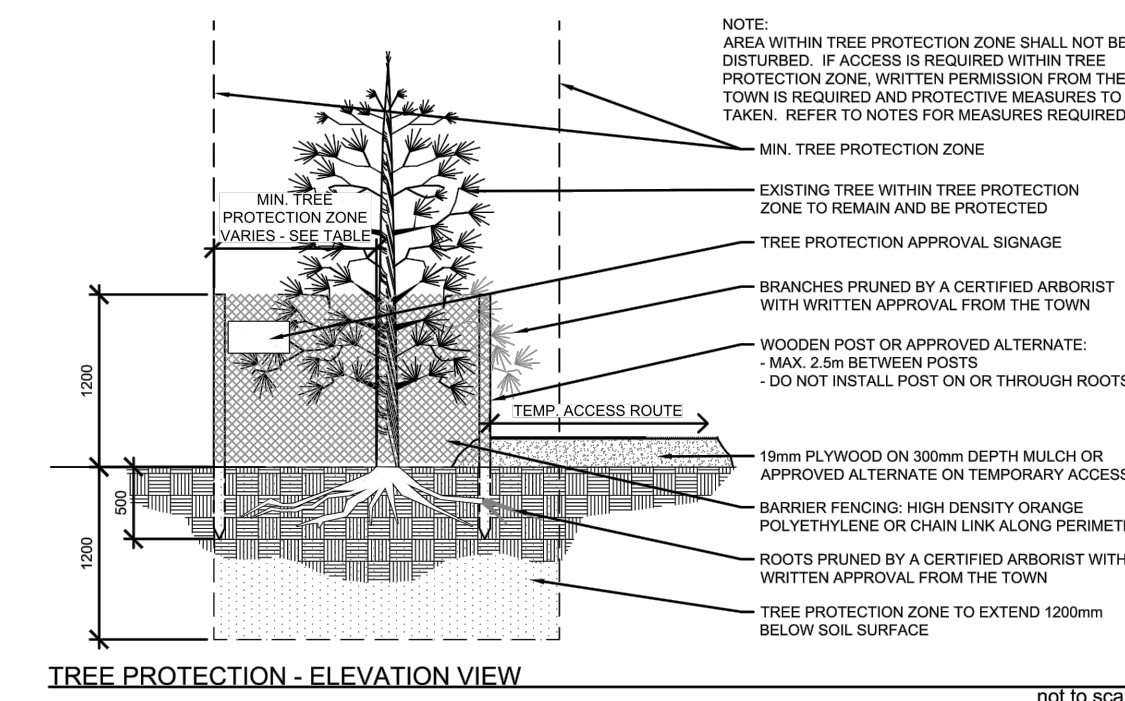
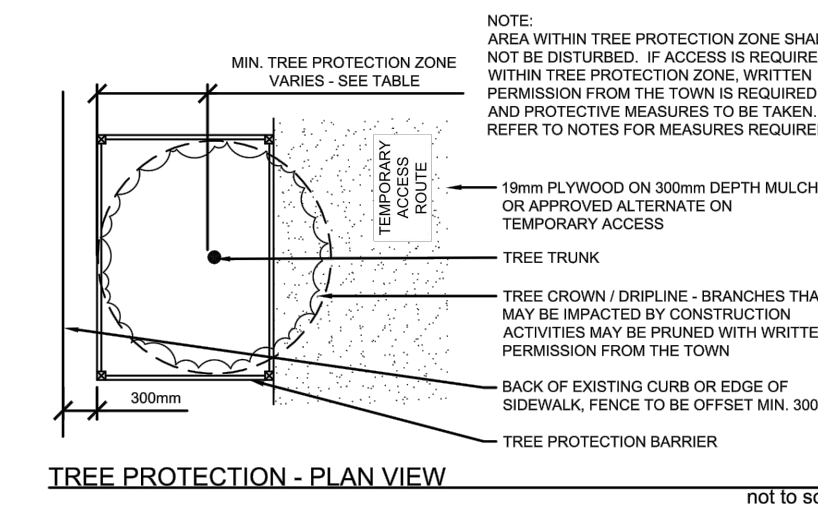
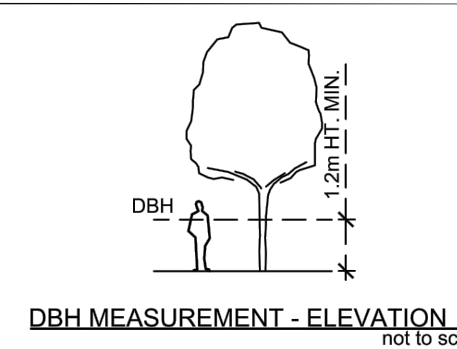


**TREE PROTECTION NOTES**

- 1.1. TOWN OF CANMORE REPRESENTATIVE TO REVIEW TREE PROTECTION MEASURES PRIOR TO BEGINNING WORK ON THE SITE.
- 1.2. THE CONTRACTOR SHALL PROVIDE TEMPORARY FENCE IN ACCORDANCE WITH THE DRAWINGS AND DISCUSSIONS WITH THE TOWN REPRESENTATIVE, FOR THE DURATION OF THE WORK IN THE IMMEDIATE AREA. FENCING WILL BE POSITIONED AND FIXED IN PLACE TO PROTECT TREES WITHIN AND SURROUNDING THE WORK SITE. EXTENT OF FENCING SHOWN ON DRAWING IS SUBJECT TO CONFIRMATION ON SITE, AND THROUGH DISCUSSIONS WITH THE TOWN OF CANMORE REPRESENTATIVE.
- 1.3. POSTS AND TREE PROTECTION BARRIERS TO EXTEND TO THE MINIMUM TREE PROTECTION ZONE DISTANCE AS NOTED ON THE TABLE ON THIS SHEET UNLESS OTHERWISE NOTED ON THE PLANS. TREE PROTECTION ZONE AROUND TREE STANDS SHALL BE DETERMINED BY THE LARGEST TREE OR THE CLOSEST TREE TO CONSTRUCTION LIMIT - WHICHEVER PROVIDES THE GREATEST TREE PROTECTION ZONE DISTANCE.
- 1.4. THE PROTECTIVE FENCING SHALL BE REMOVED ONLY WITH THE APPROVAL OF THE TOWN REPRESENTATIVE. THE CONTRACTOR SHALL CONTACT THE TOWN FOR APPROVAL IF FENCE RELOCATION OR EXCEPTION IS REQUIRED DURING CONSTRUCTION.
- 1.5. NO EQUIPMENT SHALL OPERATE OR BE STORED WITHIN TREE PROTECTION BARRIERS, INCLUDING DURING FENCE INSTALLATION, MAINTENANCE AND REMOVAL.
- 1.6. CONTRACTOR IS RESPONSIBLE FOR LANDSCAPE MAINTENANCE ACTIVITIES WITHIN TREE PROTECTION BARRIERS TO THE TOWN'S LEVEL OF SERVICE FOR THE PROJECT AREA.
- 1.7. PLANS FOR TREE PROTECTION IN THE AREAS SURROUNDING SITE TRAILER, LAYDOWN AREA AND ALL SITE ACCESS POINTS TO BE PROVIDED BY CONTRACTOR AND APPROVED BY TOWN OF CANMORE REPRESENTATIVE PRIOR TO MOBILIZATION.
- 1.8. POSTS AND TREE PROTECTION BARRIERS TO BE SET BACK FROM CURB, PATHWAYS & SIDEWALK 300mm MINIMUM.
- 1.9. FENCE MATERIAL: MIN. ORANGE BARRIER FENCE SECURED TO WOODEN POSTS, OR METAL CHAIN LINK ANCHORED TO THE GROUND.
- 1.10. NO STOCKPILING OF ANY KIND IS PERMITTED WITHIN THE TREE PROTECTION FENCE OR WITHIN FIVE (5) METERS OF DRIPLINE OF ANY TREES TO BE RETAINED EXCEPT WHEN THE SURFACE IS CONCRETE OR ASPHALT.
- 1.11. WHERE ACCESS OR WORK ACTIVITIES ARE REQUIRED OVER THE ROOT ZONES THE CONTRACTOR SHALL ENSURE THE USE OF THE FOLLOWING ROOT PROTECTION MEASURES:
  - 1.11.1. PROVIDE TREE ROOT PROTECTION WITH 19mm PLYWOOD OVER 300mm OF WOOD MULCH (OR APPROVED ALTERNATE) WHERE TEMPORARY ACCESS EXTENDS INTO TREE PROTECTION ZONE.
  - 1.11.2. WHERE SIDEWALK, CURB, FENCE POST AND PAVEMENT REMOVAL OR PLACEMENT, OR EXCAVATION OPERATIONS OCCUR THAT WILL IMPACT TREE ROOTS 50mm OR GREATER IN DIAMETER, THE TOWN WILL DETERMINE HOW THESE ROOTS WILL BE HANDLED.
  - 1.11.2. ANY ROOTS 50mm OR LARGER DAMAGED DURING GRADING OR CONSTRUCTION SHALL BE REPORTED IMMEDIATELY TO THE TOWN REPRESENTATIVE. THE TOWN REPRESENTATIVE WILL REVIEW THE DAMAGE AND PROVIDE DIRECTION FOR INJURY CLEANUP.
  - 1.11.3. ANY ROOTS SMALLER THAN 50mm DIAMETER DAMAGED DURING GRADING OR CONSTRUCTION SHALL BE EXPOSED BY THE CONTRACTOR TO SOUND TISSUE AND CLEANLY CUT WITH A SAW.
- 1.9. INJURY TO ANY TREE DURING THE PERFORMANCE OF WORK SHALL BE REPORTED TO THE TOWN IMMEDIATELY FOR EVALUATION SO THAT APPROPRIATE TREATMENTS CAN BE APPLIED. NO TREATMENT SHALL BE APPLIED WITHOUT THE PRIOR APPROVAL FROM THE TOWN REPRESENTATIVE.
- 1.10. THE FOLLOWING CANOPY AND TREE TRUNK PROTECTION MEASURES ARE REQUIRED FOR ALL TREES WITHIN 3m OF THE WORK ZONE:
  - 1.10.1. FENCE AND POST MATERIALS TO BE APPROVED BY THE TOWN PRIOR TO CONSTRUCTION.
  - 1.10.2. OVERHEAD BRANCHING LIKELY TO BE DAMAGED BY EQUIPMENT OPERATION SHALL BE BROUGHT TO THE ATTENTION OF THE TOWN REPRESENTATIVE PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES. PREVENTATIVE MEASURES (PRUNING OR TYING BACK OF SMALL BRANCHES LESS THAN 25mm) AS APPROVED BY THE TOWN REPRESENTATIVE SHALL BE PROPERLY EXECUTED BEFORE THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES.
  - 1.10.3. REQUIRED TREE PRUNING OF LARGE BRANCHES (LARGER THAN 25mm) FOR CLEARANCE DURING CONSTRUCTION SHALL BE PERFORMED BY THE TOWN. PRUNING SHALL BE PROPERLY EXECUTED BEFORE THE COMMENCEMENT OF WORK IN THE AREA.
  - 1.10.4. THE CONTRACTOR SHALL IDENTIFY ANY REQUIRED PRUNING IN THE TREE PROTECTION PLAN SECTION OF THE ENVIRONMENTAL MANAGEMENT PLAN. THE COST OF THIS SHALL BE BORNE BY THE TOWN WHO SHALL CARRY OUT ANY PRUNING WORK IDENTIFIED IN THE TREE PROTECTION PLAN.
- 1.11. PENALTIES: IF DAMAGE, OR LOSS OF TREES, OCCURS AS A RESULT OF DAMAGE OR THE CONTRACTOR'S FAILURE TO FOLLOW THE FOREGOING MEASURES, THE TOWN WILL DETERMINE REPAIR AND REPLACEMENT COSTS. PENALTIES MAY INCLUDE THE VALUE OF THE TREE AS ASSESSED BY A CERTIFIED ARBORIST FOLLOWING THE TRUNK FORMULA TECHNIQUE. THESE COSTS AS DETERMINED BY THE TOWN SHALL BE DEDUCTED FROM PAYMENTS TO THE CONTRACTOR.

TREE PROTECTION ZONE CALCULATION TABLE		
TRUNK DIAMETER (DBH)	TRUNK CIRCUMFERENCE	MIN. TREE PROTECTION ZONE DISTANCE
<10cm	<31cm	1.5 METERS
11-30cm	34-94cm	1.8 METERS
31-40cm	97-126cm	2.2 METERS
41-50cm	129-157cm	3.0 METERS
51-60cm	160-188cm	3.8 METERS
61-70cm	192-220cm	4.4 METERS
71-80cm	223-251cm	4.8 METERS
81-90cm	254-282cm	5.4 METERS

• MIN. PROTECTION DISTANCE IS MEASURED FROM OUTSIDE EDGE OF TREE TRUNK FROM EACH SIDE  
 • DBH = DISTANCE AT BREST HEIGHT (1.2m ABOVE GROUND)



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Notes

Stamp/Seal



Revisions/Submissions

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23/05/26 ISSUED FOR TENDER

Submission Phase/Status

**TENDER**

Project

**QUARRY LAKE PARK JUMPING PLATFORM**

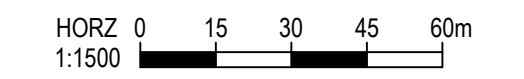
Owner/Client

TOWN OF CANMORE

Drawing

**TREE PROTECTION & CONSTRUCTION ACCESS**

Scale



Designer/Drawn

Date

SP/GM/LH

2023/05/26

61943

Project No.

**LA01**

Sheet



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### STRUCTURAL STEEL

- FABRICATE AND ERECT STRUCTURAL STEEL TO CSA S16-14.
- DESIGN OF CONNECTIONS BY STEEL FABRICATOR UNLESS DETAILED ON THE DRAWINGS. USE MIN. 2 BOLTS PER CONNECTION AND DESIGN FOR BEARING CONNECTIONS WITH THREADS INCLUDED IN THE SHEAR PLANE. SPECIALTY STRUCTURAL ENGINEER TO DESIGN CONNECTION FOR FACTORED REACTION SHOWN ON PLAN. WHERE REACTIONS ARE NOT NOTED, DESIGN CONNECTION FOR END REACTION DUE TO A UNIFORMLY DISTRIBUTED LOAD CAUSING A MOMENT EQUAL TO THE MOMENT CAPACITY OF THE BEAM.
- ANCHOR BOLTS TO ASTM A36 OR A307 UNLESS NOTED. OTHERWISE STRUCTURAL BOLTS AND NUTS TO ASTM A325 OR ASTM F3125/F3125M OR ASTM F1554 GRADE 36. TIGHTEN ALL BOLTS WITH AN IMPACT WRENCH.
- PROVIDE A CONTINUOUS 35 MPa GROUT BED BENEATH BASE PLATES AND OTHER CONNECTIONS BEARING ONTO CONCRETE.
- FRAME OPENINGS IN STEEL DECK GREATER THAN 450mm WITH L89x89x6.4 MINIMUM, REFER TO STEEL DECK NOTES AND TYPICAL DETAILS.
- SHOP COAT STEEL SURFACES WITH ONE COAT OF CGSB 1-GP-40 PRIMER.
- SUBMIT SHOP DRAWINGS TO THE ENGINEER AND RECEIVE APPROVAL PRIOR TO FABRICATION. SHOW ALL DETAILS, INCLUDING FIELD WELDS, AND MATERIAL SPECIFICATIONS. SHOP DRAWINGS TO BE SEALED BY A PROFESSIONAL ENGINEER FOR DESIGN OF CONNECTIONS.
- PROVIDE 10mm THICK BEARING STIFFENERS EACH SIDE OF WEB OR TO ONE SIDE OF CHANNEL WEB CENTERED OVER THE SUPPORT WHERE BEAM OR CHANNEL PASSES OVER THE SUPPORT.
- WELD REINFORCEMENT STEEL TO CSA W185. USE WELDABLE REINFORCEMENT TO CSA G30.18 GRADE 400.
- MINIMUM SIZE OF FIELD WELD, 2mm LESS THAN THE THICKNESS OF THE MATERIAL BUT NOT LESS THAN 6mm.
- TOUCH UP ALL FIELD WELDS WITH PRIMER AFTER SLAG HAS BEEN REMOVED.
- METAL DECK TO BE 38mm PROFILE x 0.762 THK. Z275 GALVANIZED BUTTON CLINCH SIDE LAPS @400 O/C
- PROVIDE 6mm CAP PLATES ON ALL HSS SECTIONS UNLESS NOTED OTHERWISE.
- STEEL FABRICATOR SHALL BE CERTIFIED BY CANADIAN WELDING BUREAU UNDER REQUIREMENTS OF CSA W47.1-09, DIVISION 1 OR 2. WELDING TO BE METAL ARC WELDING TO CSA W59-13. PROVIDE COPY OF CERTIFICATE FOR REVIEW BY THE STRUCTURAL ENGINEER.
- AN INDEPENDENT INSPECTION AND TESTING COMPANY WILL BE APPOINTED TO INSPECT STRUCTURAL STEEL IN THE FABRICATION SHOP AND ON SITE. ALLOW FOR A MINIMUM OF ONE VISIT TO SITE AND ONE VISIT TO THE FABRICATION SHOP. PROVIDE REPORT FOR REVIEW BY THE STRUCTURAL ENGINEER.

### HELICAL SCREW ANCHOR NOTES

- THE DESIGN, FABRICATION, AND INSTALLATION OF PILES SHALL BE GOVERNED BY THE FOLLOWING CODES:
  - CSA G40.21 STRUCTURAL QUALITY STEELS
  - CSA W48.14 MILD STEEL COVERED ARC-WELDING ELECTRODES
  - CSA W48.5 MILD STEEL ELECTRONICS FOR FLUC-CORE ARC-WELDING
  - CSA W47.1-09 CERTIFICATION OF COMPANIES FOR FUSION WELDING OF STEEL STRUCTURES
  - PROVINCIAL OCCUPATIONAL HEALTH AND SAFETY REGULATIONS
  - ASTM A252 WELDED AND SEAMLESS STEEL PIPE PILES
  - ASTM A53 WELDED AND SEAMLESS PIPE
- PILES SHALL BE DESIGNED FOR FACTORED LOAD SHOWN ON PLAN.
- PILE WALL THICKNESS AND SIZE SHOWN IS MINIMUM AND SHALL BE INCREASED AS NECESSARY TO ACCOMMODATE INSTALLATION EQUIPMENT.
- SCREW PILES SHALL BE PLACED NOT CLOSER THAN 3 HELIX DIAMETERS FROM ADJACENT PILE U.N.O. PILES SHALL BE PLACED WITHIN 38mm (1 1/2") OF DESIGN DRAWINGS AND SHALL BE PLUMB TO 38mm (1 1/2"). SCREW PILES NOT WITHIN TOLERANCE MAY REQUIRE LOAD TESTING AT STRUCTURAL ENGINEERS DISCRETION.
- SPACING OF HELICES SHALL NOT BE LESS THAN 3 TIMES THE HELIX DIAMETER.
- SPACING OF HELICES SHALL BE A WHOLE NUMBER MULTIPLE OF THE HELIX PITCH.
- SUBMIT SCREW PILE LAYOUT AND SHOP DRAWINGS SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE PROVINCE OF JURISDICTION.
- TESTING METHOD TO BE SUBMITTED TO ENGINEER FOR REVIEW. TEST PILES SHALL BE INSTALLED IN THE GENERAL VICINITY OF THE CONSTRUCTION AS APPROVED BY ENGINEER.
- SEE PROJECT GEOTECHNICAL REPORT FOR BOREHOLE LOGS, DESIGN CRITERIA AND METHOD OF CONSTRUCTION.
- SUBMIT LETTER OF COMPLIANCE SEALED BY SCREW PILE ENGINEER AS VERIFICATION THAT PILES HAVE BEEN INSTALLED AS PER DESIGN.

### EXCAVATION AND BACKFILL CONT'D

- THE SLAB BASE GRAVEL AND SUBGRADE SOIL MUST BE PROTECTED FROM RAIN, SNOW, EXCESSIVE DRYING AND INGRESS OF FREE WATER DURING AND AFTER THE CONSTRUCTION TO PREVENT ANY FOUNDATION MOVEMENT.
- REFER TO CIVIL DRAWINGS FOR GROUND ELEVATIONS AND DRAINAGE SLOPES.
- CONFIRM EXACT LOCATIONS OF ALL UTILITY LINES WITH RESPECTIVE UTILITY COMPANIES PRIOR TO THE COMMENCEMENT OF EXCAVATION.
- IF THE PROJECTED TEMPERATURE AT THE TIME OF FILL PLACEMENT IS BELOW 0° FOR EIGHT HOURS OR MORE, UNIFORMLY GRADED LOW FINES CRUSHED GRANULAR SILL SHALL BE USED. IN PARTICULAR, THIS MATERIAL SHALL BE USED WHERE COMPACTION IS REQUIRED IN WINTER CONDITIONS, BUT IS NOT LIMITED TO WINTER USE ONLY.
- THE GRADATION OF THE PROPOSED MATERIAL SHALL BE DEVELOPED BY THE DESIGN ENGINEER FOR THE MECHANICALLY STABILIZED EARTH WALL SYSTEM. ANY CHANGES IN THE DESIGN OF THE REINFORCING STRIPS, FILTER FABRIC, OR OTHER DETAILS SHALL ALSO BE IDENTIFIED AND SUBMITTED TO ISL FOR REVIEW.
- GEOTEXTILE FABRIC SHALL BE PLACED BETWEEN ALL LOW FINES CRUSHED GRANULAR FILL AND ALL OTHER FILL.

### CONCRETE FORMWORK

- CONSTRUCT FORMWORK IN ACCORDANCE WITH WCB REGULATIONS AND CSA S269.1-16. FORMWORK DESIGN IS THE RESPONSIBILITY OF THE CONTRACTOR. DO NOT POUR CONCRETE UNTIL FORMWORK HAS BEEN INSPECTED AND CERTIFIED BY THE FORMWORK ENGINEER.
- NO COLUMN OR WALL FORMS SHALL BE REMOVED BEFORE CONCRETE HAS REACHED 75% OF DESIGN STRENGTH OR 4 DAYS, WHICHEVER COMES LATER.
- NO SLAB OR BEAM FORM SHALL BE REMOVED BEFORE CONCRETE HAS REACHED 75% OF DESIGN STRENGTH.
- THE STRENGTH OF CONCRETE IS TO BE DETERMINED BY FIELD CURED CYLINDERS.
- RE-USE FORMWORK AND FALSEWORK SUBJECT TO REQUIREMENTS OF CSA-A23.1/A23.2

### CONCRETE REINFORCEMENT NOTES

- TIE ALL BARS SECURELY IN PLACE TO PREVENT DISPLACEMENT. SUPPORT SLAB REINFORCEMENT ON SUITABLE CHAIRS OR SUPPORTS AT MAXIMUM 1.2m CENTRES. PROVIDE CORNER BARS TO MATCH HORIZONTAL WALL REINFORCEMENT.
- CLEAR COVER TO REINFORCEMENT (PRINCIPAL REINFORCEMENT) IS:
 

CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH	75mm
EXPOSED TO EARTH OR WEATHER	40mm
NOT EXPOSED TO EARTH OR WEATHER OR NOT IN CONTACT WITH THE GROUND: SLABS AND WALLS (35M OR SMALLER) BEAMS AND COLUMNS	20mm
	40mm
- ALL BOTTOM STEEL TO BE CONTINUOUS AND SPLICED WHERE REQUIRED.
- UNLESS OTHERWISE NOTED, USE CLASS B TENSION SPLICE FOR ALL REINFORCING STEEL
- UNLESS OTHERWISE NOTED, PROVIDE DOWELS TO MATCH VERTICAL REINFORCING WHEREVER A PILASTER, PIER OR WALL BEGINS.
- PROVIDE MINIMUM 2-15M BARS AROUND ALL OPENINGS LARGER THAN 450mm AT EACH SIDE OF OPENING AND ON DIAGONALS. EXTEND 800mm PAST CORNER. PROVIDE 1-15M 1200mm DIAGONAL AT EACH CORNER OF ALL OPENINGS.
- THE DESIGNATION OF REINFORCEMENT IN DRAWINGS IS AS FOLLOWS:
  - BARS IN TOP OF BEAMS AND SLABS OR IN NEAR FACE OF WALL ARE SHOWN AS A SOLID LINE:
  - BARS IN BOTTOM OF BEAMS AND SLABS OR IN FAR FACE OF WALL ARE SHOWN AS A DASHED LINE:
  - STRAIGHT BARS: 6-15M/4500 MEANS 6-15M BARS, 4500 LONG
  - BENT BARS:
    - 13-A15M1500 MEANS 13-15M BARS, 1500 LONG HOOKED ONE END 180°
    - 3-C15M1200 MEANS 3-15M BARS, 1200 LONG, HOOKED ONE END 90°
  - THE BAR LENGTHS NOTED ARE EXCLUSIVE OF THE STANDARD HOOK.

### STRUCTURAL FIELD REVIEW NOTES

- THE CONTRACTOR MUST COOPERATE WITH ALL TESTING, INSPECTION AND QUALITY CONTROL PERSONNEL REQUIRED ON THE SITE AND WILL PROVIDE CASUAL LABOUR FORCES AS REQUIRED TO ASSIST IN ALL THE FIELD REVIEW PROCEDURES. THE CONTRACTOR SHALL GIVE REASONABLE NOTICE TO THESE AGENCIES PRIOR TO REQUIRING THEIR SERVICES.
 

SIeve SIZE	% PASSING BY WEIGHT
19mm [3/4"]	100
12.5mm [1/2"]	70-100
4.75mm [3/16"]	40-60
1.18mm [0.0469"]	25-45
0.30mm [0.0117"]	10-25
0.075mm [0.0029"]	2-12
- ALL REINFORCEMENT SHALL BE REVIEWED IN PLACE PRIOR TO PLACING THE CONCRETE BY ISL ENGINEERING & LAND SERVICES LTD. ALL REINFORCEMENT SHALL BE IN PLACE AND SECURED AT THE TIME OF THE REVIEW. PROVIDE MINIMUM 48 HOURS NOTICE PRIOR TO POURS.
- REFER TO GENERAL NOTES AND MATERIAL SPECIFICATION NOTES FOR ADDITIONAL REQUIREMENTS.

### MATERIAL SPECIFICATIONS CONT'D

ELEMENT	COMPRESSIVE STRENGTH (MPa) 28 DAYS	EXPOSURE CLASS	SPECIAL REQUIREMENTS & REMARKS
FOOTINGS, GRADE BEAMS	30	N/F-2	

- WHERE EXPOSURE CLASS IS NOTED "N / F2", USE F-2 EXPOSURE CLASS FOR PERIMETER AND EXTERIOR ELEMENTS ABOVE THE FROST LINE, AND ELEMENTS IN INTERIOR UNHEATED SPACES. THAT ARE SUSCEPTIBLE TO FREEZING. USE N EXPOSURE CLASS FOR ELEMENTS PROTECTED FROM FREEZING.
- LIMIT MAXIMUM AGGREGATE SIZE TO 10mm FOR COLUMNS WITH SMALLEST DIMENSION LESS THAN 300mm, FOR WALLS LESS THAN 200mm THICK, AND FOR TOPPING LESS THAN 75mm THICK.
- DO NOT USE ADMIXTURES OTHER THAN AIR ENTRAINMENT, STANDARD WATER REDUCERS OR SUPER PLASTICIZERS WITHOUT PRIOR APPROVAL OF ENGINEER. CALCIUM CHLORIDE ADMIXTURES ARE NOT PERMITTED UNLESS NOTED.
- PROVIDE AIR ENTRAINMENT IN ACCORDANCE WITH CSA A23.1 FOR ALL EXTERIOR CONCRETE.
- REJECT ALL CONCRETE WHEN TIME BETWEEN BATCHING AND PLACING EXCEEDS 2 HOURS.
- DO NOT ADD WATER TO CONCRETE ON SITE UNLESS AUTHORIZED BY ENGINEER.
- CONSOLIDATE ALL CONCRETE USING MECHANICAL VIBRATORS.

### CONCRETE REINFORCEMENT

- PROVIDE REINFORCEMENT TO CAN/CSA-A23.3 AND CSA G30.18 AS FOLLOWS:
  - 300 MPa FOR 10M OR SMALLER
  - 400 MPa FOR 15M OR LARGER
- PROVIDE NEW DEFORMED BARS TO CSA G30.18 GRADE 400.

### EXCAVATION AND BACKFILL

- THE OWNER SHALL OBTAIN THE SERVICES OF A QUALIFIED TESTING AGENCY TO PERFORM COMPACTION TESTS AS REQUESTED BY THE ENGINEER.
- EXCAVATE TO THE LEVELS NOTED ON THE DRAWINGS FOR THE EXTENT OF THE STRUCTURE. STRIP THE OVER-EXCAVATED AREA OF ALL SILT. FOOTING LEVELS SHOWN ARE NOT FINAL AND MAY VARY ACCORDING TO SITE CONDITIONS. EXTEND ALL FOOTINGS TO A BEARING LAYER APPROVED BY THE GEOTECHNICAL ENGINEER.
- FILL TO THE DESIGN SUBGRADE WITH PITRUN GRAVEL COMPACTED TO 98% STANDARD PROCTOR DENSITY.
- KEEP EXCAVATION FREE OF WATER WHILE FILL AND CONCRETE FOUNDATION IS PLACED.
- PROTECT BOTTOM OF EXCAVATION FROM FROST. DO NOT PLACE CONCRETE ON FROZEN SOIL.
- WHERE POSSIBLE, BACKFILL WALLS FROM BOTH SIDES SIMULTANEOUSLY TO EQUALIZE SOIL PRESSURE. WALL RESISTING LATERAL EARTH PRESSURES ARE NOT TO BE BACKFILLED UNTIL THE BASEMENT AND MAIN FLOOR SLABS ARE IN PLACE.
- REMOVE ALL VEGETATION, ORGANIC SOIL AND CONSTRUCTION DEBRIS FROM BUILDING AND CONSTRUCTION AREA TO EXPOSE INORGANIC SUBGRADE SOIL. THE EXPOSED EXCAVATION MUST BE INSPECTED FOR APPROVAL PRIOR TO PROOF ROLLING. PROOF ROLL THE EXPOSED INORGANIC SUBGRADE SOIL TO PROVIDE A GOOD BASE FOR COMPACTING THE FIRST LIFT OF MATERIAL TO THE SPECIFIED DENSITY.
- ANY SOFT SUBGRADE SOIL ENCOUNTERED SHOULD BE SUB-EXCAVATED AND REPLACED WITH FREE DRAINING PITRUN GRAVEL. SOFT SUBGRADE SOIL WILL LIKELY BE ENCOUNTERED DURING SITE PREPARATION. COMPACT FREE DRAINING PITRUN GRAVEL TO NOT LESS THAN 95% STANDARD PROCTOR DRY DENSITY.
  - A MINIMUM OF 200 [8"] THICK NON-PLASTIC CRUSHED GRAVEL MUST BE PLACED BENEATH THE ENTIRE SLAB AND ABOVE THE PREPARED SUBGRADE SOIL. THE CRUSHED GRAVEL MUST BE UNIFORMLY COMPACTED TO 95% STANDARD PROCTOR DRY DENSITY. THE GRAVEL SHALL MEET THE FOLLOWING GRADATION STANDARD:
 

SIeve SIZE	% PASSING BY WEIGHT
19mm [3/4"]	100
12.5mm [1/2"]	70-100
4.75mm [3/16"]	40-60
1.18mm [0.0469"]	25-45
0.30mm [0.0117"]	10-25
0.075mm [0.0029"]	2-12

### DESIGN DATA

DESIGN CODE : NATIONAL BUILDING CODE - 2019 ALBERTA EDITION  
IMPORTANCE CATEGORY: NORMAL Is = 1.0, Iw = 1.0, IE = 1.0

**ROOF DEAD LOADS:**  
JUMPING PLATFORM \_\_\_\_\_ 1.27 kPa

**ENVIRONMENTAL LOADS:**  
GROUND SNOW LOAD (Ss) \_\_\_\_\_ 3.20 kPa  
RAIN LOAD (Sr) \_\_\_\_\_ 0.10 kPa  
DESIGN SNOW LOAD \_\_\_\_\_ 2.66 kPa

**FLOOR LIVE LOADS:**  
DECK \_\_\_\_\_ 4.80 kPa

WIND LOADS: HOURLY WIND PRESSURE (1/50) \_\_\_\_\_ 0.37 kPa

**SEISMIC DATA:**  
Sa(0.2) = 0.278  
Sa(0.5) = 0.183  
Sa(1.0) = 0.098  
Sa(2.0) = 0.046  
Sa(5.0) = 0.016  
Sa(10.0) = 0.0053  
PGA (g) = 0.128  
PGV (m/s) = 0.097  
SITE CLASS: E

### SOIL CONDITIONS:

THE FOUNDATION HAS BEEN DESIGNED BASED ON THE GEOTECHNICAL INVESTIGATION REPORT #3914.G01 DATED JANUARY 10, 2022 PREPARED BY WATT CONSULTING GROUP.

UNHEATED FROST DEPTH \_\_\_\_\_ 2.0 m  
ULTIMATE BEARING CAPACITY \_\_\_\_\_ 200 kPa  
ULTIMATE GROUT TO GROUND BOND STRENGTH \_\_\_\_\_ 150 kPa

### MATERIAL SPECIFICATIONS

#### STEEL

- PROVIDE STRUCTURAL STEEL TO CSA/CAN-G40.20-13/G40.21-13 OR ASTM STANDARD A 992/A992M. THE FOLLOWING SHOULD HAVE GRADES MINIMUM OF:
  - STRUCTURAL SHAPES \_\_\_\_\_ 350W
  - HOLLOW STRUCTURAL SECTIONS \_\_\_\_\_ 350W CLASS 'C'
  - COLUMN BASE PLATES \_\_\_\_\_ 300W
  - MISCELLANEOUS PLATES \_\_\_\_\_ 260W
  - PIPE SECTIONS \_\_\_\_\_ ASTM A53, 241W

#### WELDING

- WELDING TO BE METAL ARC WELDING TO CSA W59 BY WELDERS APPROVED BY THE CANADIAN WELDING BUREAU TO REQUIREMENTS OF CSA W47.1. CERTIFICATE TO BE MADE AVAILABLE UPON REQUEST.
- WELD REINFORCEMENT STEEL TO CSA W186.

#### HARDWARE

- TO CONFORM TO THE FOLLOWING U.N.O.:
  - BOLTS: ASTM A307, A325, A325M, A490, A490M OR F182
  - THREADED ROD: ASTM A307
  - WASHERS: MALLEABLE CAST IRON
  - STEEL ROD: ASTM A449 OR ASTM A307

#### CONCRETE

- CAST-IN-PLACE CONCRETE AND CONSTITUENT MATERIAL SHALL COMPLY WITH CSA A23.1.
- CONCRETE SHALL BE PROPORTIONED AND PRODUCED IN ACCORDANCE WITH CSA A23.1.
- CONCRETE SHALL BE MIXED, PLACED AND CURED IN ACCORDANCE WITH CSA A23.1.

### ABBREVIATIONS

ALT.	ALTERNATE	DWG.	DRAWING
ARCH.	ARCHITECTURAL	DWLS	DOWELS
BLL	BOTTOM LOWER LAYER	E.E.	EACH END
BUL	BOTTOM UPPER LAYER	E.F.	EACH FACE
BM.	BEAM	ELEC.	ELECTRICAL
BOT.	BOTTOM	EL.	ELEVATION
BTWN	BETWEEN	ELEV.	ELEVATION
CL.	CENTER LINE	E.S.	EACH SIDE
CLR.	CLEAR	E.W.	EACH WAY
COL.	COLUMN	EXIST.	EXISTING
CONC.	CONCRETE	EXT.	EXTERIOR
CONT.	CONTINUOUS	F.D.	FLOOR DRAIN
C.P.	COMPLETE	FTG	FOOTING
	PENETRATION	GALV.	GALVANIZED
C/W	COMPLETE WITH	G.L.	GRID LINE
D.L.	DEAD LOAD	H.D.G.	HOT DIPPED GALVANIZED
DP.	DEEP	HORIZ.	HORIZONTAL

### GENERAL

- ALL PLAN DIMENSIONS ARE MEASURED TO:
  - FACE OF WALL
  - CENTERLINE ROUGH OPENING
  - OR OTHERWISE NOTED. CONTACT ISL ENGINEERING FOR VERIFICATION IF REQUIRED
- LOCATE DOOR FRAMES 100mm AWAY FROM NEAREST WALL UNLESS NOTED OTHERWISE.
- SEE CIVIL, LANDSCAPE, MECHANICAL AND ELECTRICAL DRAWINGS FOR EXTENT AND LOCATIONS OF RELATED FIXTURES OR PENETRATIONS.
- CONFIRM ROUGH OPENING SIZES WITH SUPPLIERS AND PROVIDE FURRING AS REQUIRED.
- THESE DRAWINGS ARE REPRESENTATIVE OF THE WORK. CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL MEANS AND METHODS TO CONSTRUCT THE WORK REPRESENTED HEREIN.
- CONTRACTOR MUST EXECUTE ALL WORK IN ACCORDANCE WITH THE MOST CURRENT APPLICABLE PROVINCIAL, NATIONAL AND MUNICIPAL BUILDING CODES, FIRE CODES AND STANDARDS SPECIFIED.
- ALL MATERIALS AND INSTALLATIONS SHALL BE GUARANTEED FOR A PERIOD OF AT LEAST ONE YEAR FROM THE DATE OF THE CONSTRUCTION COMPLETION CERTIFICATE.
- THE CONTRACTOR SHALL EXAMINE ALL CONTRACT DOCUMENTS, CHECK DIMENSIONS AND REPORT ANY DISCREPANCIES TO THE ENGINEER FOR CLARIFICATION PRIOR TO COMMENCING CONSTRUCTION. DISCREPANCIES NOT REPORTED ARE THE RESPONSIBILITY OF THE CONTRACTOR. CHECK AND VERIFY ALL DIMENSIONS WITH THE CONSULTANT DRAWINGS BEFORE COMMENCING WITH ANY WORK. NOTIFY THE ARCHITECT OF ANY ERRORS OR OMISSIONS.
- READ STRUCTURAL DRAWINGS IN CONJUNCTION WITH THE CIVIL, LANDSCAPE, MECHANICAL, AND ELECTRICAL DRAWINGS.
- TEMPORARY SUPPORT AND TEMPORARY AND PERMANENT BRACING OF LOAD BEARING AND NON-LOAD BEARING ELEMENTS DURING CONSTRUCTION TO RESIST DEAD, LIVE AND CONSTRUCTION LOADS IS THE RESPONSIBILITY OF THE CONTRACTOR. DESIGN OF THE TEMPORARY SUPPORTS IS THE RESPONSIBILITY OF THE CONTRACTOR.
- DO NOT CONSTRUCT FROM THESE DRAWINGS UNLESS MARKED "ISSUED FOR CONSTRUCTION".
- THE GENERAL CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR REVIEW BY THE ENGINEER OF RECORD. ALLOW ADEQUATE TIME FOR REVIEW BY THE ENGINEER OF RECORD PRIOR TO FABRICATION OR ERECTION. SHOP DRAWINGS SHALL BE REVIEWED BY THE GENERAL CONTRACTOR PRIOR TO SUBMISSION FOR REVIEW BY THE ENGINEER OF RECORD. SHOP DRAWINGS SHALL BE SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE PROJECT PROVINCE OR STATE OF JURISDICTION. THE SHOP DRAWING ENGINEER SHALL ENSURE THAT THE FABRICATION AND ERECTION OF THESE ELEMENTS ARE IN ACCORDANCE WITH THEIR DESIGN AND THAT THE DESIGN IS IN ACCORDANCE WITH ALL RELEVANT CODES AND REGULATIONS. SHOP DRAWINGS SHALL BE SUPPLIED FOR REVIEW FOR THE FOLLOWING BUT NOT LIMITED TO:
  - REINFORCING STEEL FOR CONCRETE
  - STRUCTURAL STEEL SHAPES AND PLATES
  - STEEL DECKING
  - WELDED ASSEMBLIES
  - ARCHITECTURAL ASSEMBLIES
- ALL DESIGN TO CONFORM TO THE NBC-2019 AE, AND ALL OTHER APPLICABLE CODES AND PRACTICES AND BEST PRACTICES.
- FIELD REVIEWS: NOTIFY THE ENGINEER 48 HOURS IN ADVANCE FOR FIELD REVIEWS AND APPROVAL OF THE FOLLOWING:
  - CONCRETE REINFORCEMENT BEFORE EACH CONCRETE POUR
  - STRUCTURAL STEEL BEFORE COVERING UP
- THE DESIGN HAS BEEN PREPARED BASED ON THE ASSUMPTION THAT THE OWNER AND/OR OPERATOR HAS A SITE SAFETY PLAN IN PLACE TO ADDRESS AND MITIGATE SAFETY HAZARDS, BOTH COMMON AND SPECIFIC TO THIS PROJECT.
- TYPICAL DETAILS AND GENERAL NOTES APPLY UNLESS NOTED OTHERWISE ON PLANS.
- GENERAL CONTRACTOR TO ADVISE AND COORDINATE WITH CONSULTANTS IF CONFLICTS ARISE BETWEEN SPECIFICATIONS AND DRAWINGS PRIOR TO PROCEEDING WITH SHOP DRAWINGS, FABRICATION, AND/OR CONSTRUCTION.



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Stamp/Seal



Revisions/Submissions

No.	DATE	DESCRIPTION
1	2023.05.26	ISSUED FOR TENDER

Submission Phase/Status

### TENDER

Project

### QUARRY LAKE PARK JUMPING PLATFORM

Owner/Client

### TOWN OF CANMORE

Title

### GENERAL NOTES

Scale

1 : 1

Drawn/Designed/Design Checked: Date

LY /LH /RC 2022-01-07

61943

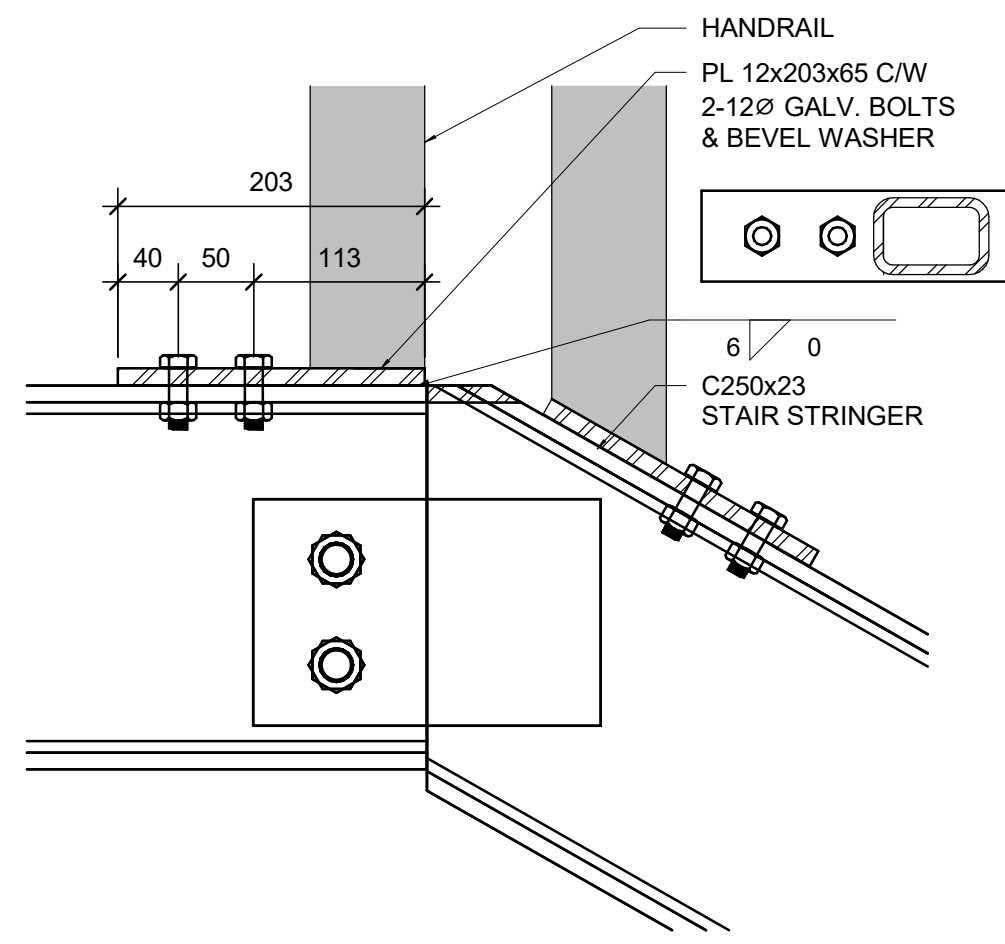
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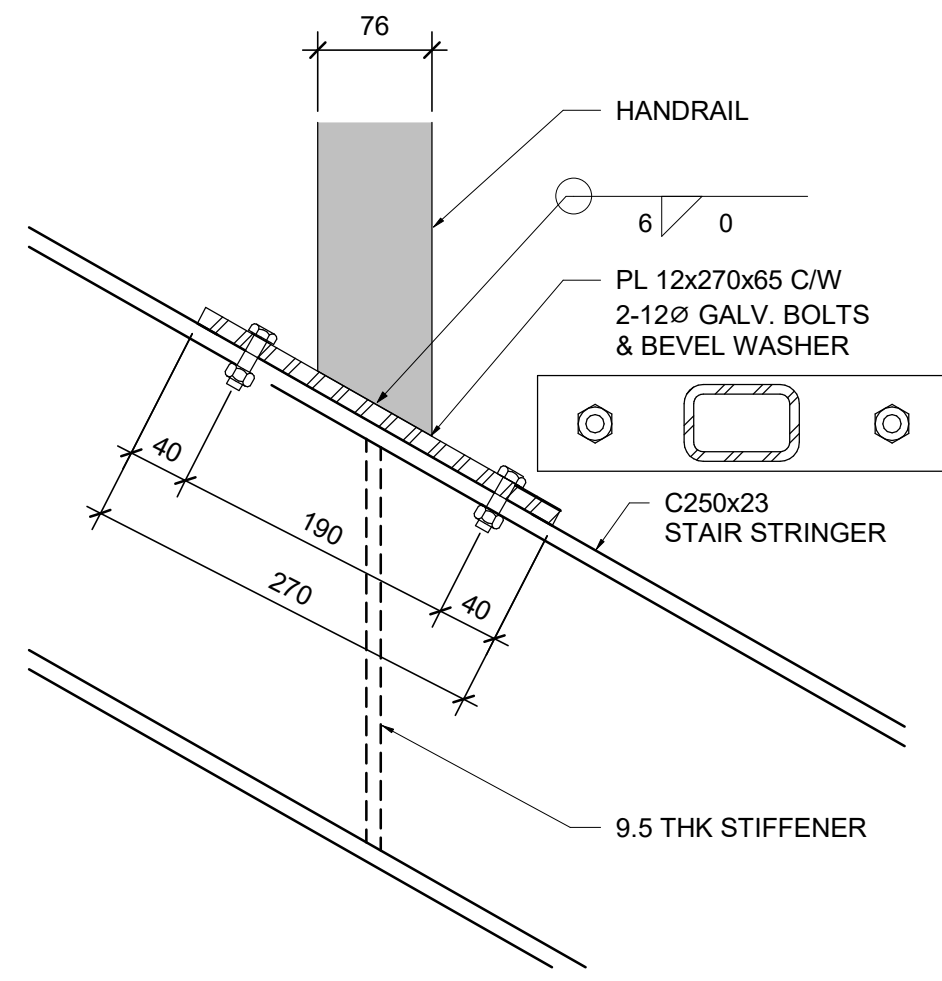
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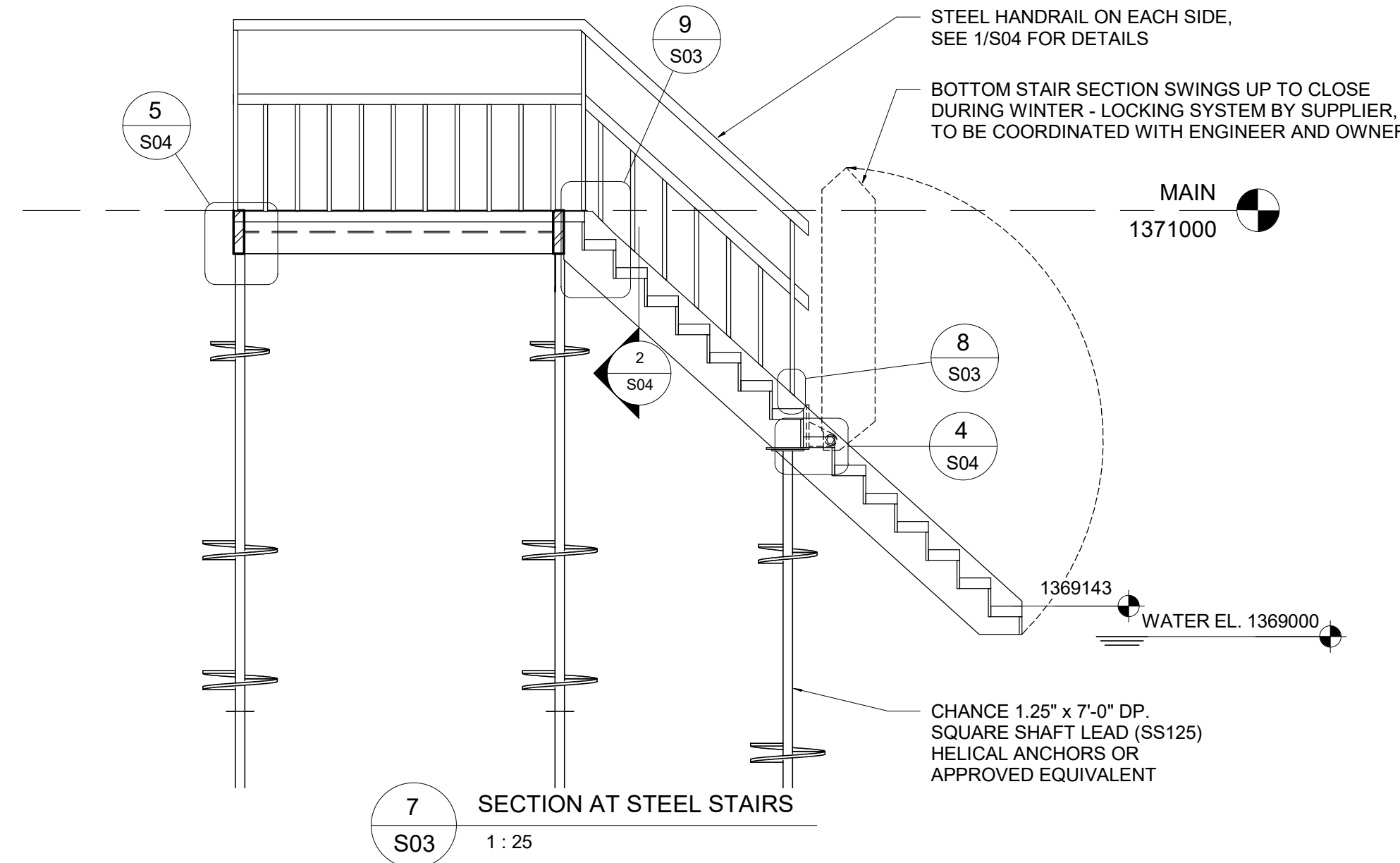
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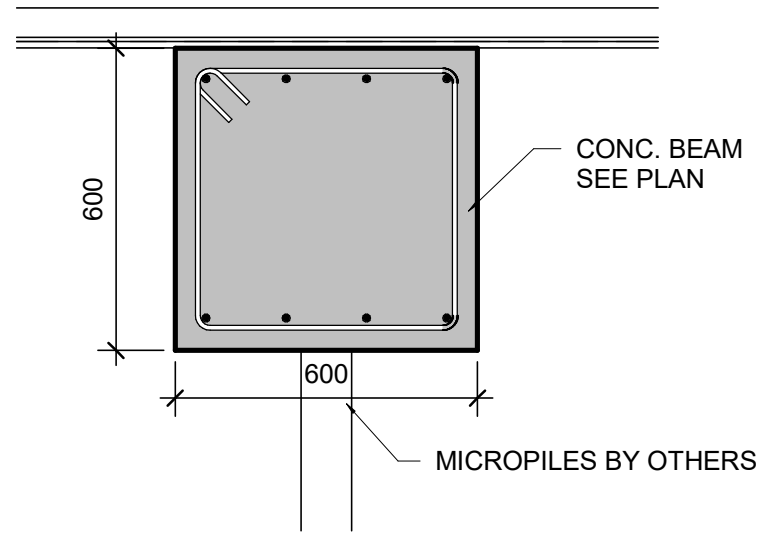
9 HANDRAIL BASE @ STAIR STRINGER/LANDING  
S03 1:5



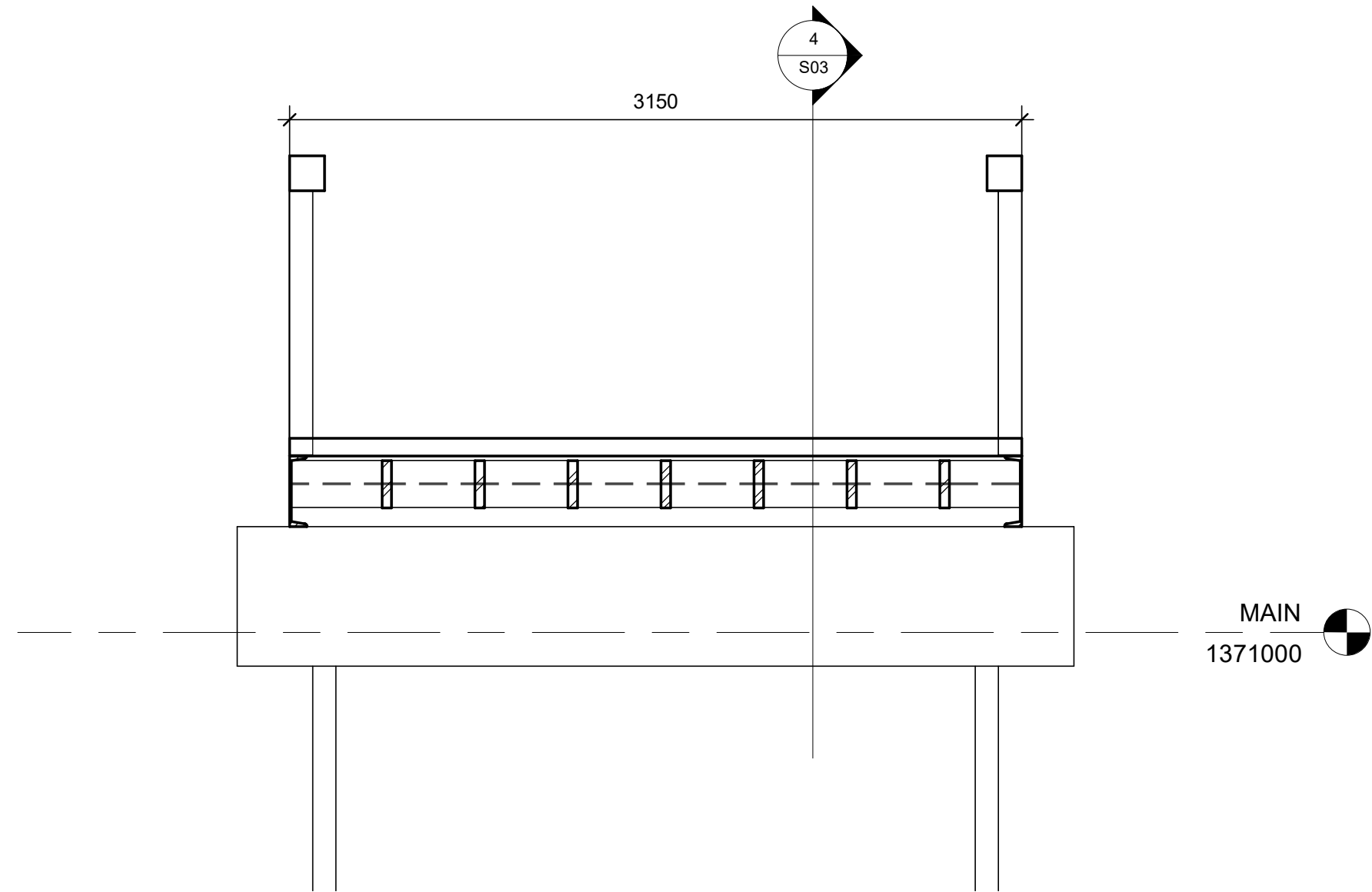
8 HANDRAIL BASE @ STAIR STRINGER  
S03 1:5



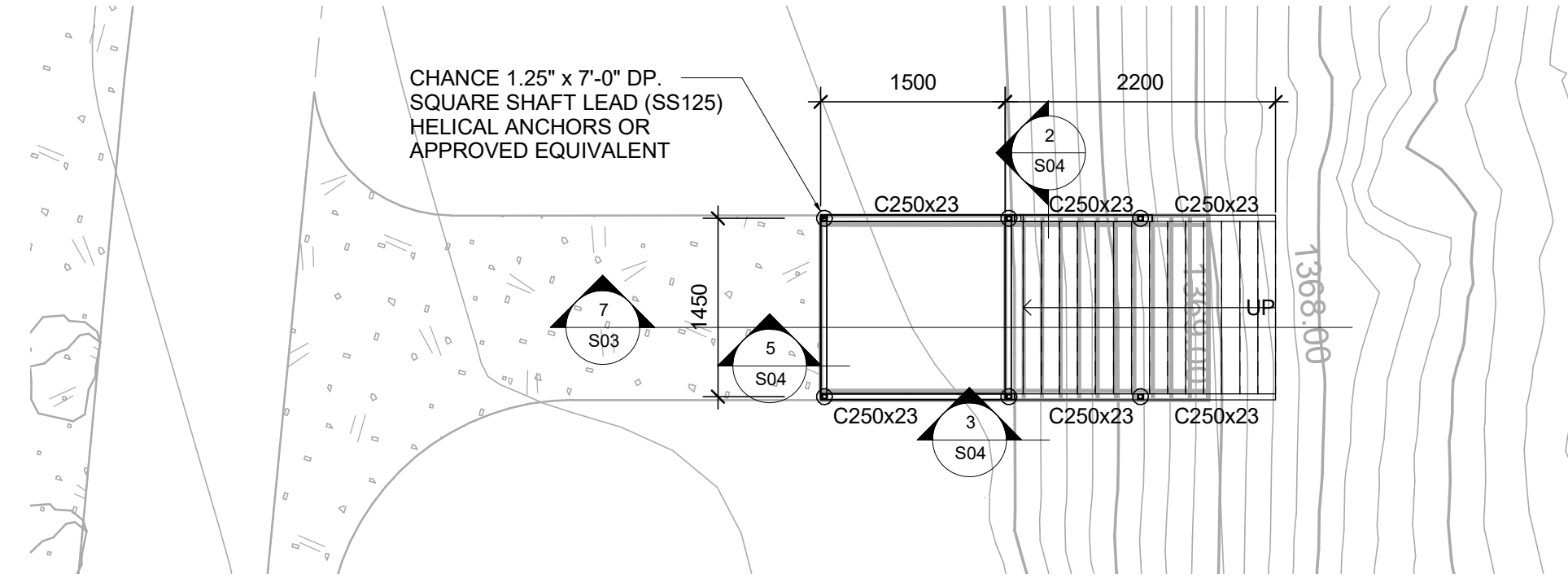
7 SECTION AT STEEL STAIRS  
S03 1:25



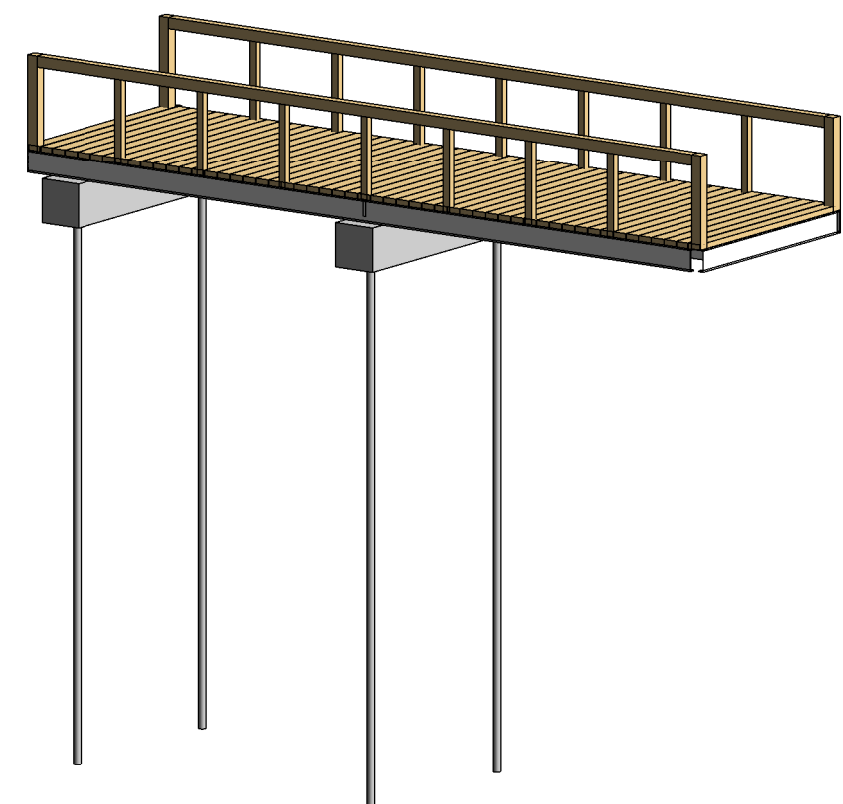
5 CONCRETE BEAM DETAIL  
S03 1:15



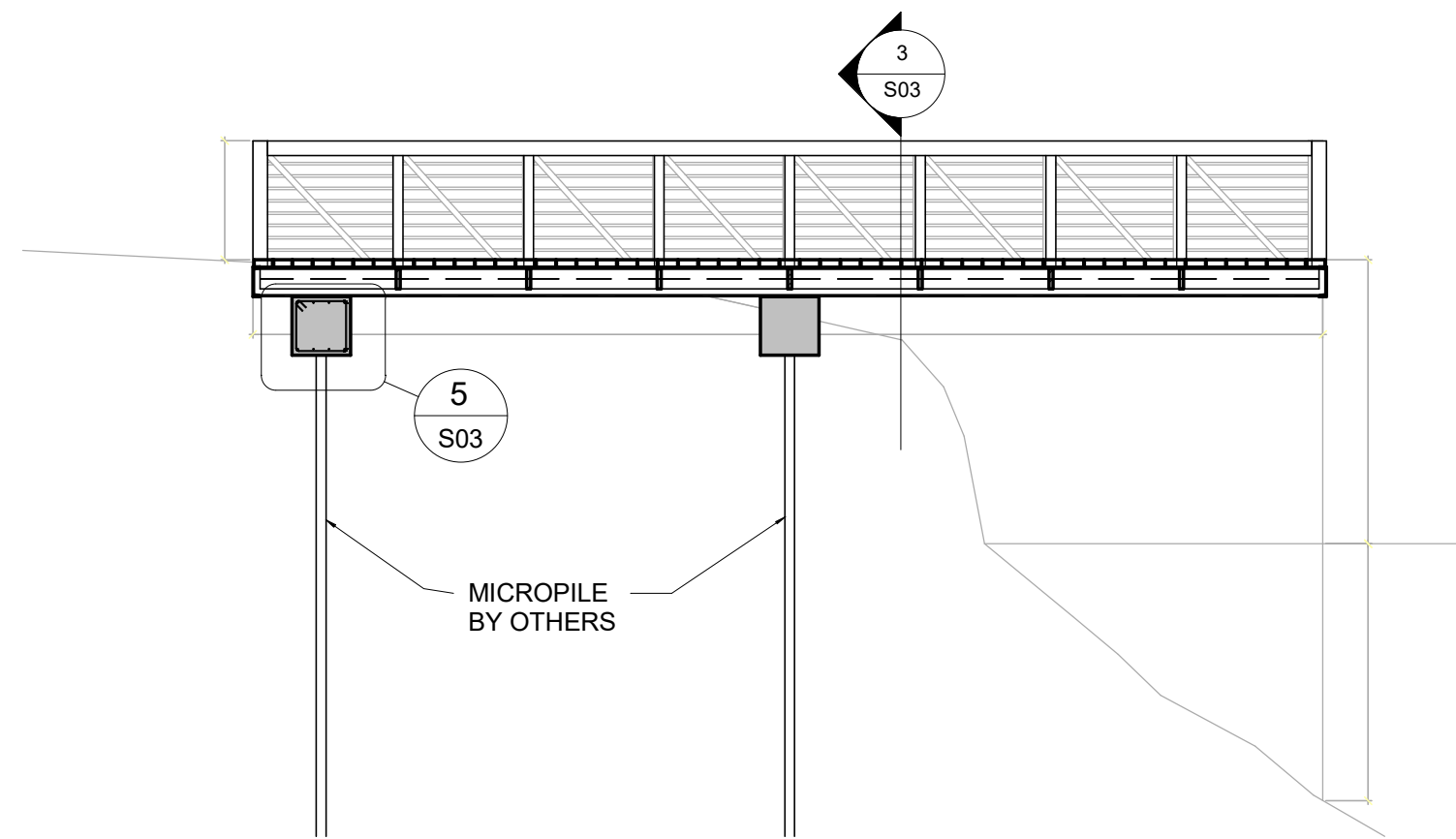
3 JUMPING PLATFORM SECTION 2  
S03 1:25



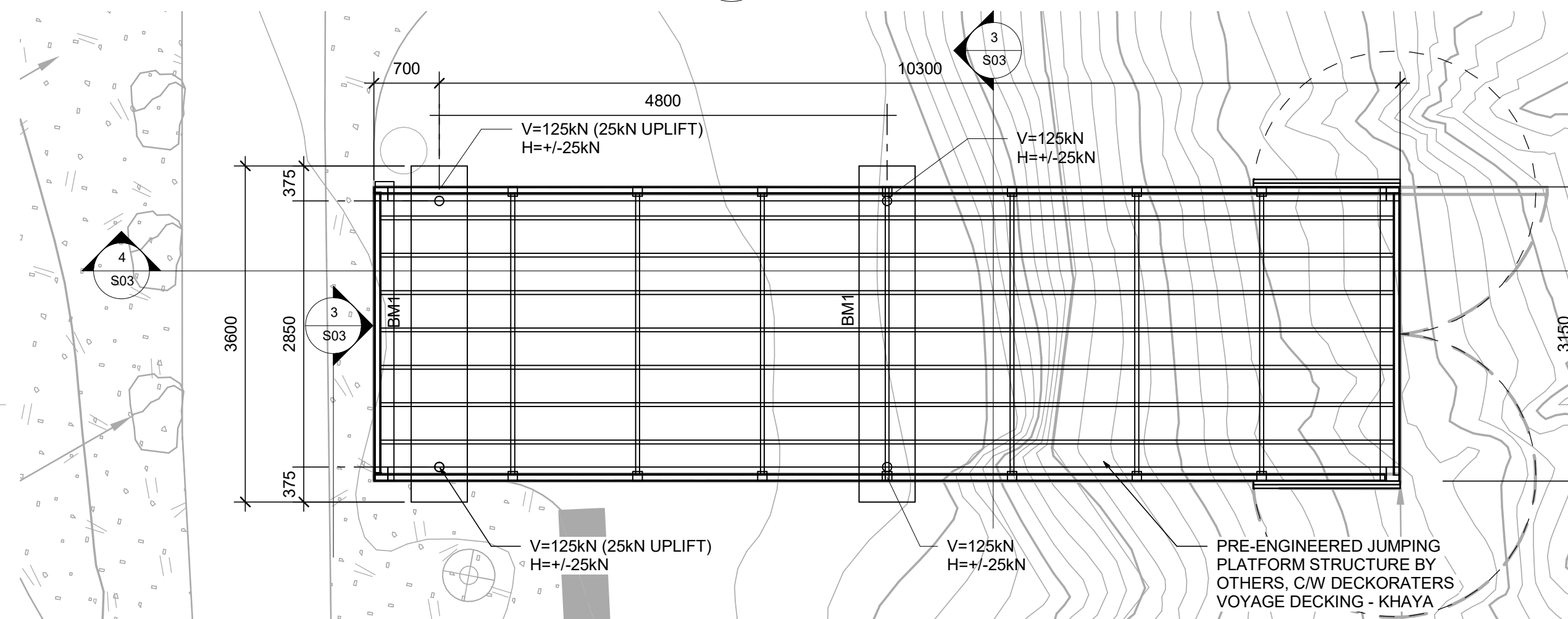
6 QUARRY LAKE PARK STAIRS PLAN  
S03 1:50



2 3D-JUMPING PLATFORM  
S03



4 JUMPING PLATFORM SECTION 1  
S03 1:75



1 QUARRY LAKE PARK JUMPING PLATFORM PLAN  
S03 1:50

CONCRETE BEAM SCHEDULE		
MARK	SIZE	COMMENTS
BM1	600Wx600DP	R/W 4-15M TOP & BOT. W/ 10M STIRRUPS @ 300 O/C

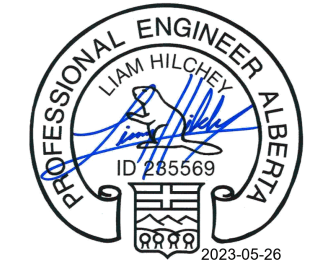
NOTES:  
1. H DENOTES LATERAL LOADS.



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Stamp/Seal



Revisions/Submissions

No.	DATE	DESCRIPTION
1	2023.05.26	ISSUED FOR TENDER

Submission Phase/Status

**TENDER**

Project

**QUARRY LAKE PARK JUMPING PLATFORM**

Owner/Client

**TOWN OF CANMORE**

Title  
**JUMPING PLATFORM PLANS AND DETAILS**

Scale As indicated

Drawn/Designed/Design Checked: Date  
LY /LH /RC 2022-01-07

61943 **S03**  
Project No: Sheet

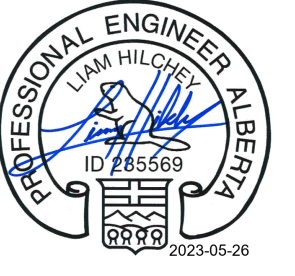
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Revisions/Submissions

No.	DATE	DESCRIPTION
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**TENDER**

Project

**QUARRY LAKE PARK JUMPING PLATFORM**

Owner/Client

**TOWN OF CANMORE**

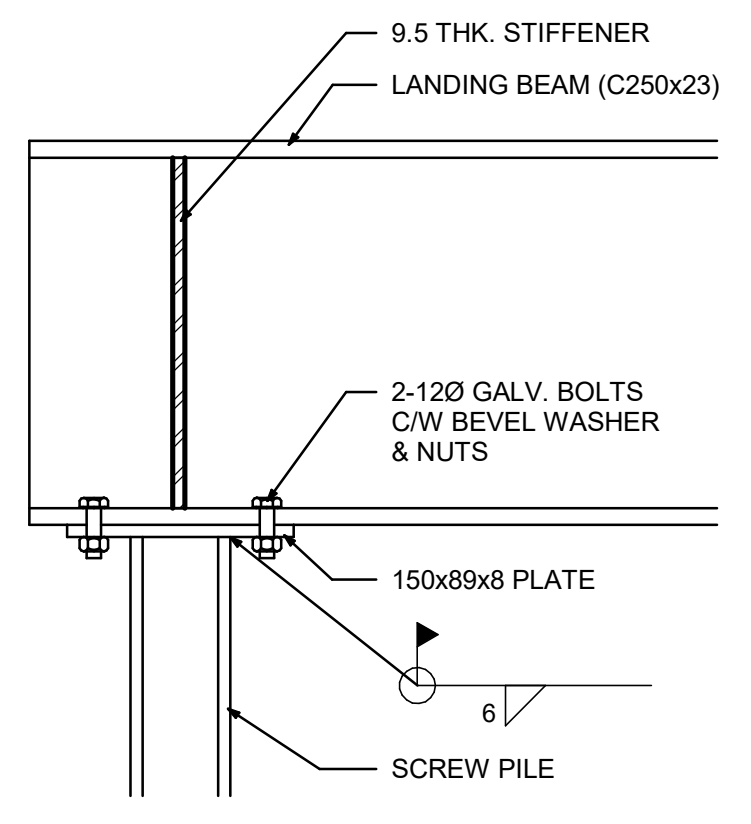
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**JUMPING PLATFORM DETAILS**

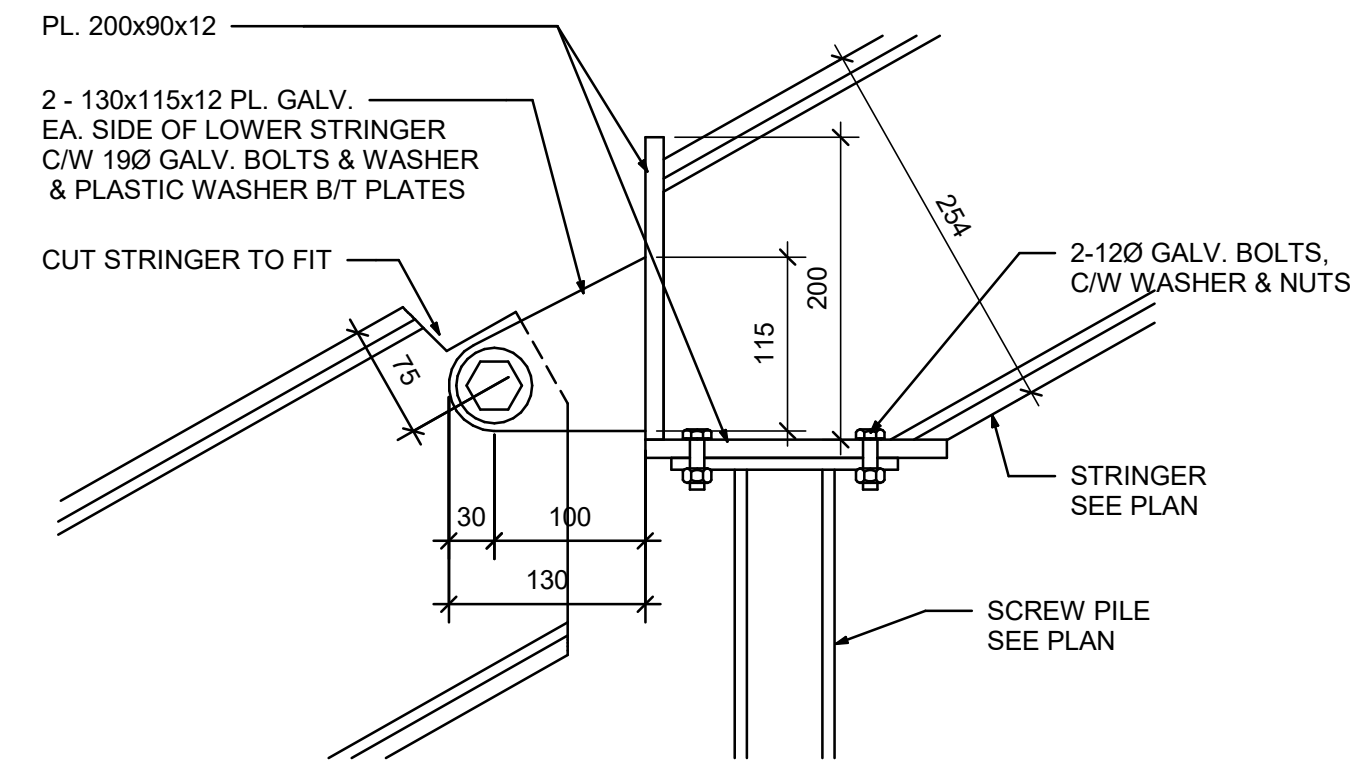
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JP /LH /RC 2022-01-07

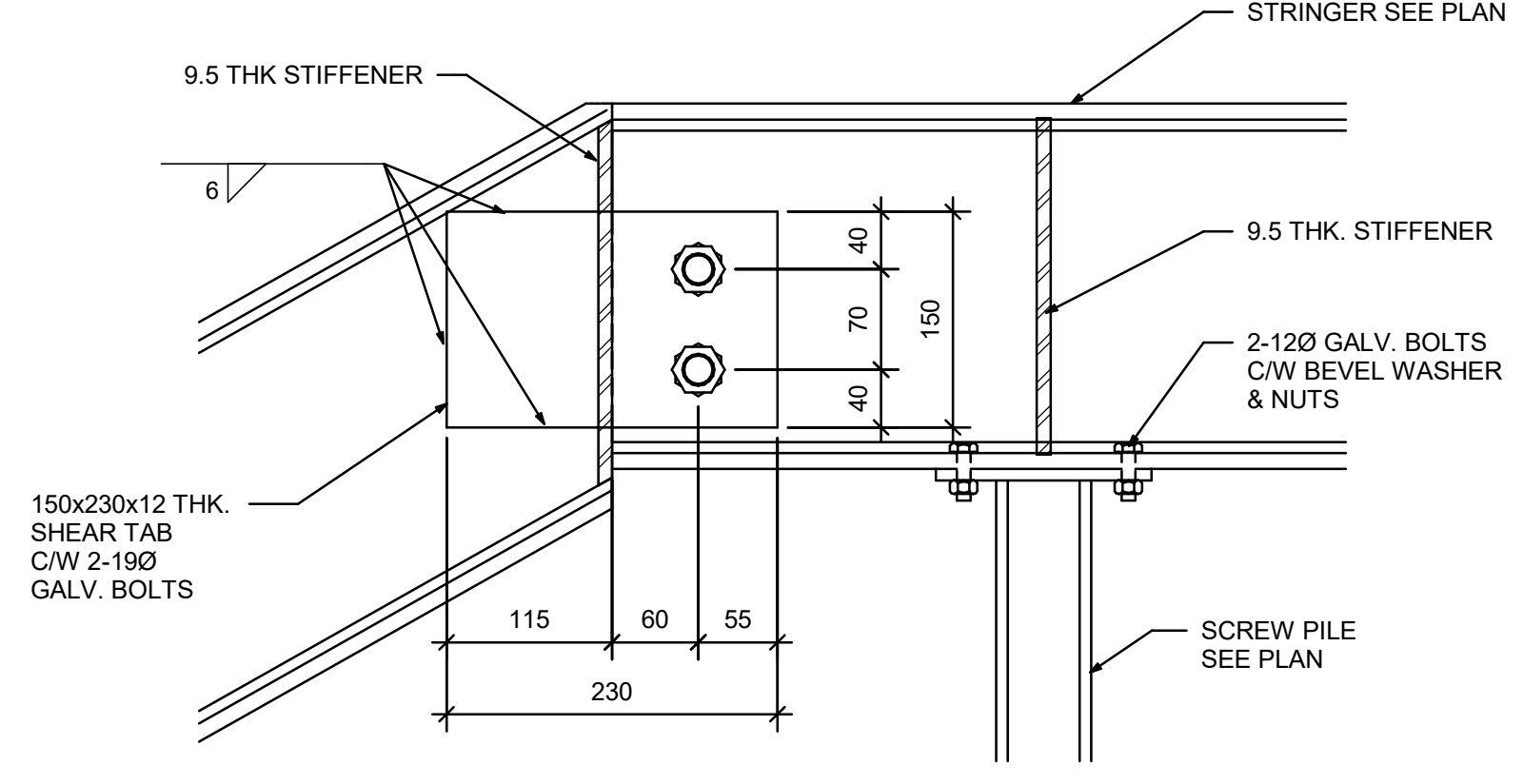
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Project No: Sheet



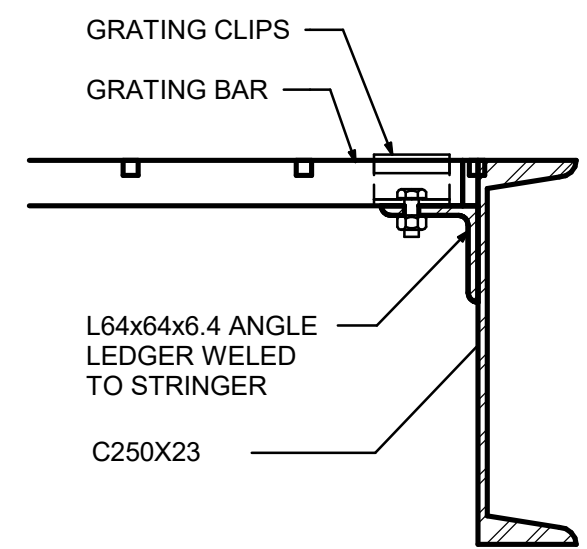
**5** STAIR STRINGER @ LANDING  
S04 1:5



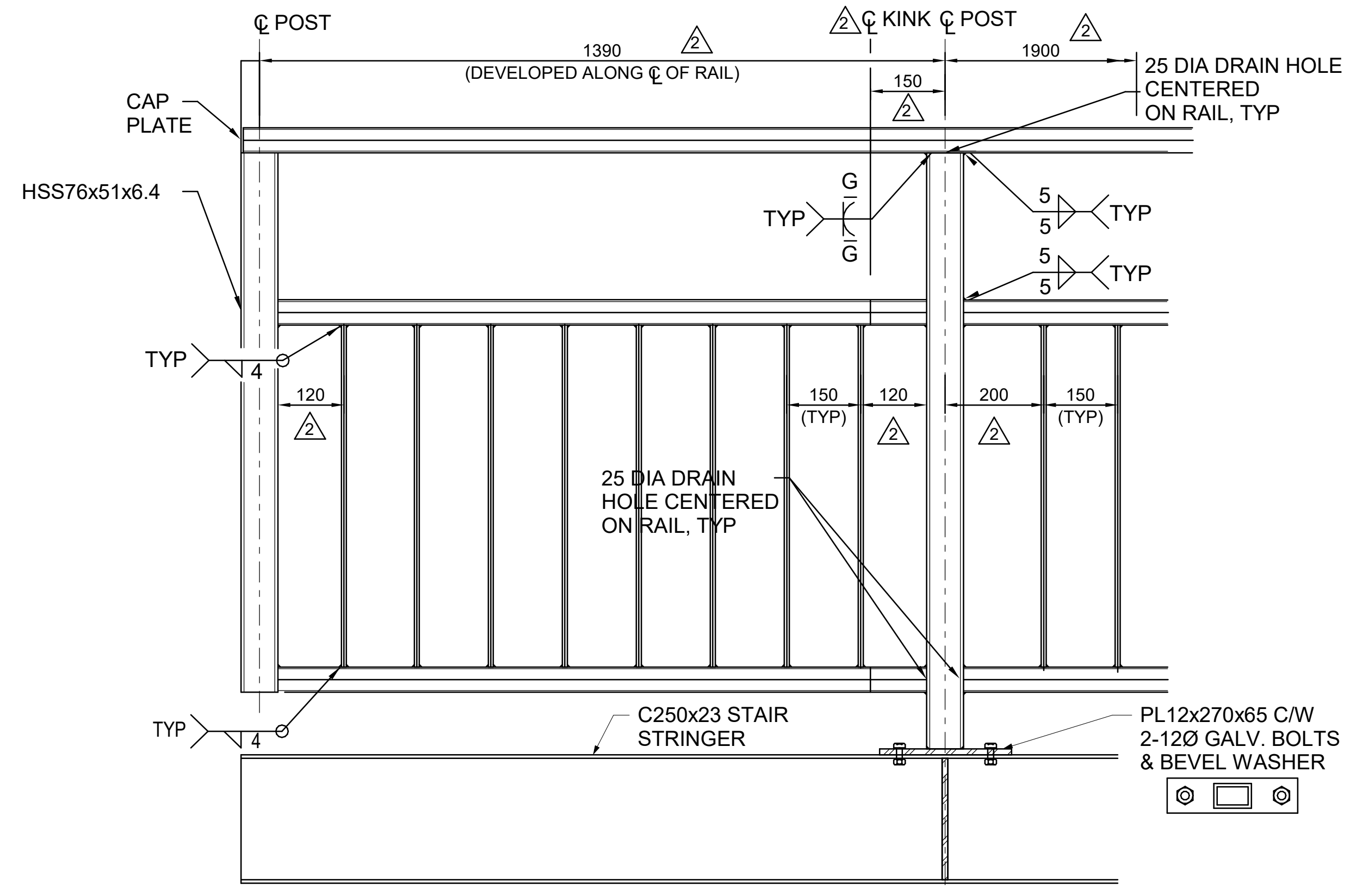
**4** STAIR STRINGER @ BOTTOM HINGE  
S04 1:5



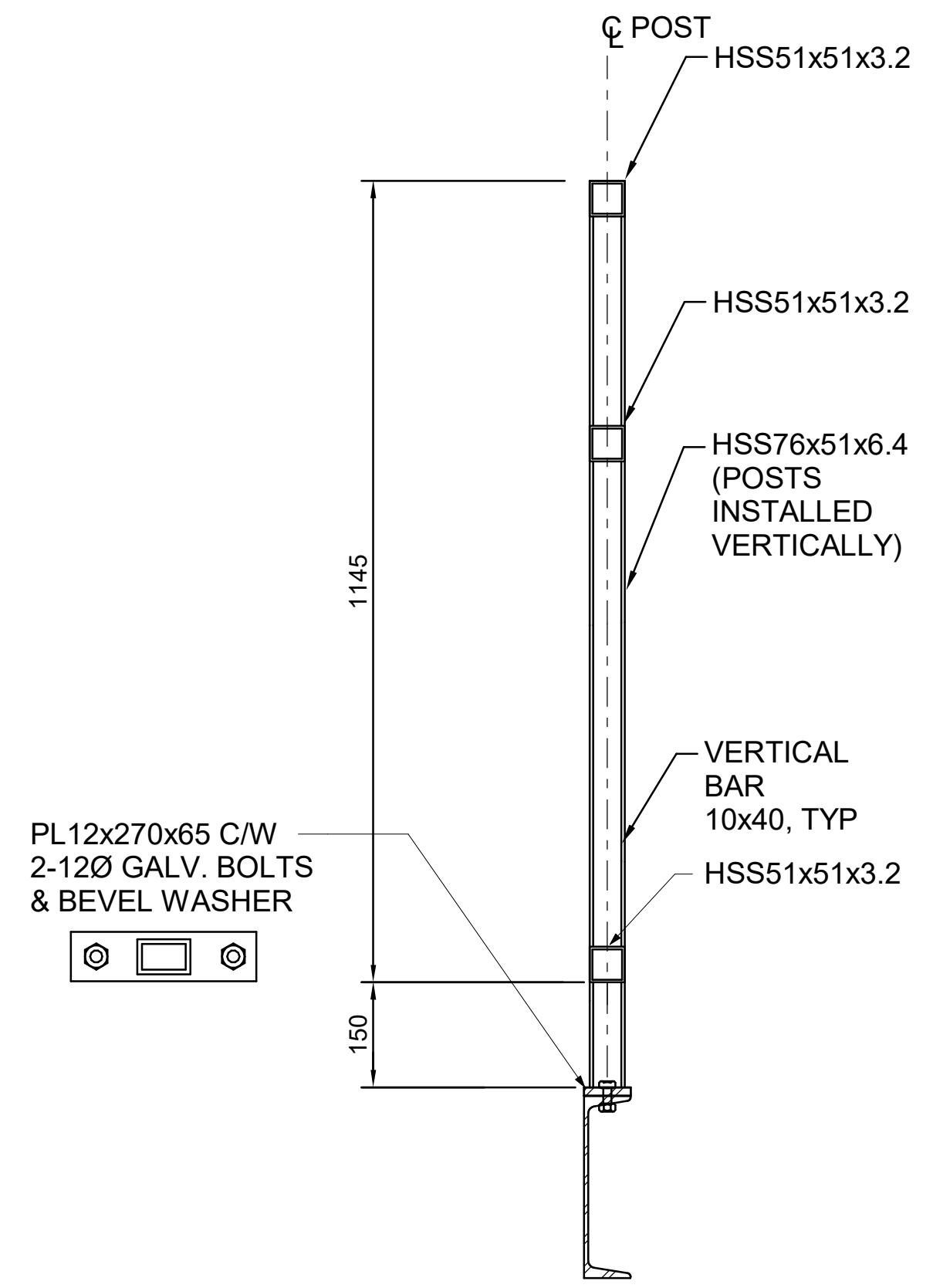
**3** STAIR STRINGER CONNECTION TO LANDING  
S04 1:5



**2** STAIR STEPS CONNECTION TO STRINGER  
S04 1:5



**1** STEEL STAIR HANDRAIL  
S04 NTS



**1** STEEL STAIR HANDRAIL  
S04 NTS

## 9.0 Alberta Water Act Approval





**APPROVAL**  
**PROVINCE OF ALBERTA**  
***Water Act, RSA 2000, c.W-3, as amended***

APPROVAL NUMBER: DAUT0012915  
EFFECTIVE DATE: 2023-07-25  
EXPIRY DATE: 2025-12-31  
ACTIVITY LOCATION: SW-29-024-10-W5M  
APPROVAL HOLDER: Town of Canmore

Pursuant to the Water Act, R.S.A. 2000, c. W-3, as amended, an Approval is issued to the Approval Holder to commence, continue, discontinue the following activities:

- placing, constructing, operating, maintaining, removing, disturbing works, in or on any land, water or water body;
- maintaining, removing or disturbing ground, vegetation or other material in or on any land, water or water body;

("the Activity")

to construct a jumping platform along the high-bank of Quarry Lake, located in SW 29-024-10-W5M, subject to the attached terms and conditions

Designated Director under the Water Act: *Tracy Chambers*

Date Signed: 2023-07-25



## TERMS AND CONDITIONS

### 1. DEFINITIONS

5050. All definitions from the Act and the Regulations apply except where expressly defined in this approval.

5060. In all parts of this Approval:

- a. "Act" means the Water Act, RSA 2000, c. W-3, as amended;
- b. "Application" means the written submissions to the Director in respect of application number DAPP0049055 and any subsequent applications for amendments of Approval Number DAUT0012915;
- c. "Director" means an employee of the Government of Alberta designated as a Director under the Act;
- d. "Regulations" means the regulations, as amended, enacted under the authority of the Act.

### 2. GENERAL

5200. The Approval Holder shall immediately report to the Director by telephone, any contravention of the terms and conditions of this approval at 1-780-422-4505.

5210. The terms and conditions of this Approval are severable. If any term or condition of this Approval is held invalid, the application of such term or condition to other circumstances and the remainder of this Approval shall not be affected thereby.

5220. The Approval Holder shall not deposit or cause to be deposited any substance in, on, or around the water body that has, or may have, the potential to adversely affect the water body.

5230. The Approval Holder shall retain a copy of this Approval at the site of the activity.

### 3. PARTICULARS

5240. This Approval is appurtenant to the following undertaking:

- (a) the construction of a jumping platform on high bank of Quarry lake, as described in Reports No. DAPP0049055 - R001, DAPP0049055 -R002 and DAPP00490055 - R003, as specified in Condition No. 5250.

5250. The Approval Holder shall only undertake the Activity in accordance with the following plan(s) and report(s).



## PLANS and REPORTS

Report No. DAPP0049055 - R001 - Fish and Fish Habitat Assessment, Quarry Lake Jumping Platform. Prepared for Town of Canmore. Prepared by ISL Engineering and Land Services Ltd. Dated May 2023.

Report No. DAPP0049055 - R002 - Turbidity Monitoring Plan - Quarry Lake Jumping Platform Memorandum. Prepared for Town of Canmore. Prepared by ISL Engineering and Land Services Ltd. Dated May 31, 2023.

Report No. DAPP0049055 - R003 - The Town of Canmore Quarry Lake Park Jumping Platform. Prepared for Town of Canmore. Prepared by ISL Engineering and Land Services Ltd. Dated May 26, 2023.

5260. The Approval Holder shall retain a copy of the report(s) and plan(s) referred to in Condition No. 5250 at the site of the Activity at all times while conducting the Activity.
5270. The Approval Holder shall not undertake the Activity in any manner or use any material that causes or may cause an adverse effect on the aquatic environment, human health, property or public safety.

## 4. MONITORING AND REPORTING

5890. The Director reserves the right to:
- (a) amend any term or condition of the Approval;
  - (b) add a term or condition to the Approval; and
  - (c) delete a term or condition from the Approval; based on evidence of adverse effects in the Annual Monitoring Program Summary Report conducted by the Approval Holder.

## 5. SILTATION AND EROSION CONTROL

5480. The Approval Holder shall not do or permit anything to be done, nor omit or permit any omissions, which causes or may cause an adverse effect related to:
- (a) siltation; or
  - (b) erosion
- as a result of the activity.
5490. The Approval Holder shall:
- (a) develop a written Siltation and Erosion Control Plan prior to commencing the activity;
  - (b) implement the Siltation and Erosion Control Plan; and
  - (c) retain a copy of the Siltation and Erosion Control Plan at the site of the Activity at all times while conducting the Activity.
5510. The Siltation and Erosion Control Plan shall include, at a minimum, the following information:

- (a) measures to minimize and avoid siltation of a water body;
- (b) measures to minimize and avoid erosion;
- (c) measures to ensure no removal or disturbance of bank vegetation occurs outside the site of the Activity;
- (d) site preparation practices to be used on erodible soils;
- (e) measures for the management of water flow to minimize siltation and erosion of any water body;
- (f) measures for the stabilization of all disturbed areas until vegetation or other long-term erosion control methods are fully established and functioning;
- (g) measures for the management of excavated material; and
- (h) any other information required in writing by the Director.

## 6. COMPLAINTS

6000. The Approval Holder shall:

- (a) make reasonable efforts to obtain further information regarding complaints of surface water and groundwater interference as a result of the Activity; and
- (b) prepare a written report describing the steps taken to comply with (a) including, at a minimum, each of the following:
  - (b)(i) a detailed description of the efforts taken by the Approval Holder to obtain further information regarding the complaints as required in (a);
  - (b)(ii) all of the information obtained by the Approval Holder as result of the efforts required in (a);
  - (b)(iii) recommendations for measures to remediate and mitigate the interference(s) with surface water and groundwater as a result of the Activity;
  - (b)(iv) detailed information describing how the Approval Holder will implement the measures recommended in (i);
  - (b)(v) a schedule of implementation for the measures recommended in (i); and
  - (b)(vi) any other information required in writing by the Director.

6010. Within 30 days of the receipt of the complaint, the Approval Holder shall submit the written report in 6000(b) to the Director.

6020. If the written report in 6000(b) is found deficient by the Director, the Approval Holder shall correct all the deficiencies identified by the Director by the date specified in writing by the Director.

6030. The Approval Holder shall implement the measures in 6000(b) as approved in writing by the Director.

## 7. CERTIFICATE OF COMPLETION



6040. A Certificate of Completion is not required for this activity.



## **Fish and Fish Habitat Assessment**

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Town of Canmore

Quarry Lake Jumping Platform

May 2023





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## 1.0 Introduction

### 1.1 Project Description

The Town of Canmore (the Town) engaged ISL Engineering and Land Services (ISL) to undertake professional engineering services for installation of a jumping platform into Quarry Lake. The site location is shown in Figure 1.1. Adjacent to the jumping platform, a set of stairs will also be installed up to the waters edge (Figure 1.2). Construction is currently tentatively scheduled for late 2023. A fish and fish habitat assessment was completed by ISL's Qualified Aquatic Environmental Specialist (QAES) in order to collect sufficient information to meet regulatory requirements for the proposed work.

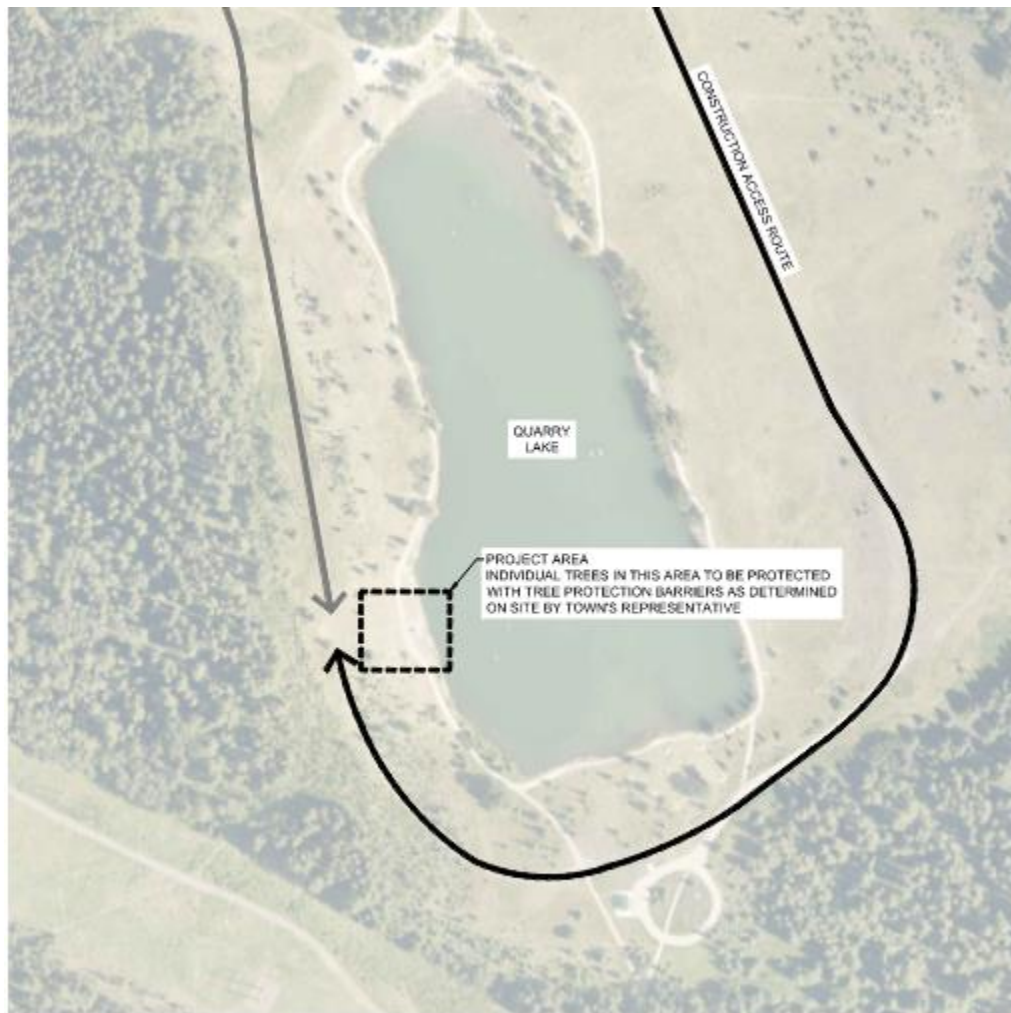


Figure 1.1: Site Location

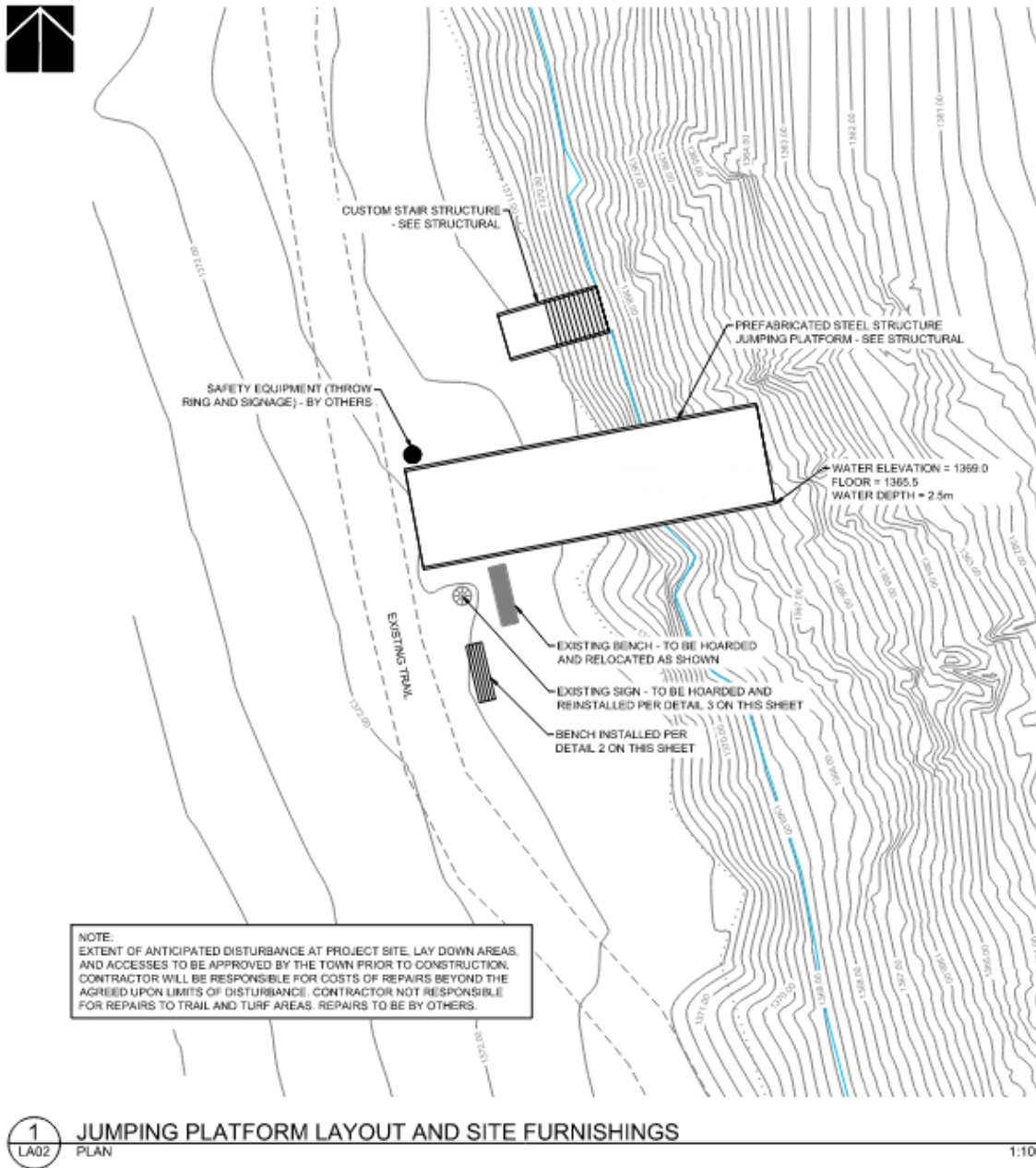


Figure 1.2: Site Plans



## ■ 2.0 Methodology

The fish and fish habitat valued ecosystem component was assessed at a desktop and a field level. Fisheries field data collection was completed for the Project footprint on May 18, 2023. Fish and fish habitat potential was assessed visually in the field. An open water aquatic assessment was completed in the vicinity of the Project area from shore. A Fisheries Biologist with a Professional Biologist designation (P.Biol) assessed the area. Morphological and riparian vegetation were investigated as well as lake characteristics. Macro habitat units were identified, and fish habitat was rated according to the potential to support spawning, rearing, overwintering and migration for the representative species most likely to be present at the assessed site. No fish inventory was completed as fish species are well known within Quarry Lake.



## 3.0 Results

### 3.1 Existing Conditions

#### 3.1.1 Desktop Assessment

A review of AEP's Whirling Disease Decontamination Risk Zone map (AEP 2020a) places Quarry Lake in a Confirmed Red Zone, which is considered High Risk.

#### *Elements of Concern*

A FWIMT search was completed Quarry Lake and identified the fish species listed in Table 4.1 below. Notably, the lake is historically man made and therefore sportfish species such as arctic grayling and rainbow trout have been introduced to the pond.

Table 4.1: Historical Fish Observations within 2 km of the Project (AEP 2022)

Common Name	Latin Name	Alberta Status <sup>1;2</sup>	COSEWIC Status <sup>4</sup>
Arctic Grayling	<i>Thymallus arcticus</i>	May be At Risk	Not Listed
Longnose Sucker	<i>Catostomus catostomus</i>	Secure; S5	Not Listed
Rainbow Trout	<i>Oncorhynchus mykiss</i>	At Risk (Introduced stocks of Rainbow Trout in Alberta are Secure); S2	Endangered (Athabasca River population)

1 - Alberta Species Status Search (AEP 2020b)

2 - Alberta Conservation Information Management System (ACIMS; AEP 2017)

3 - AWA - Alberta Wildlife Act (Province of Alberta 2000d).

4 - Species at Risk Public Registry Search (Government of Canada 2021)

A review of the Aquatic Species at Risk Map indicated that Bull Trout (an Endangered Species under SARA) could potentially be found within the Project area (Figure 4.1 below) (Government of Canada 2022). However, as Quarry Lake is man-made, and does not facilitate a connection to the Bow River, Bull Trout would not be considered present within the Lake (and have never been observed).

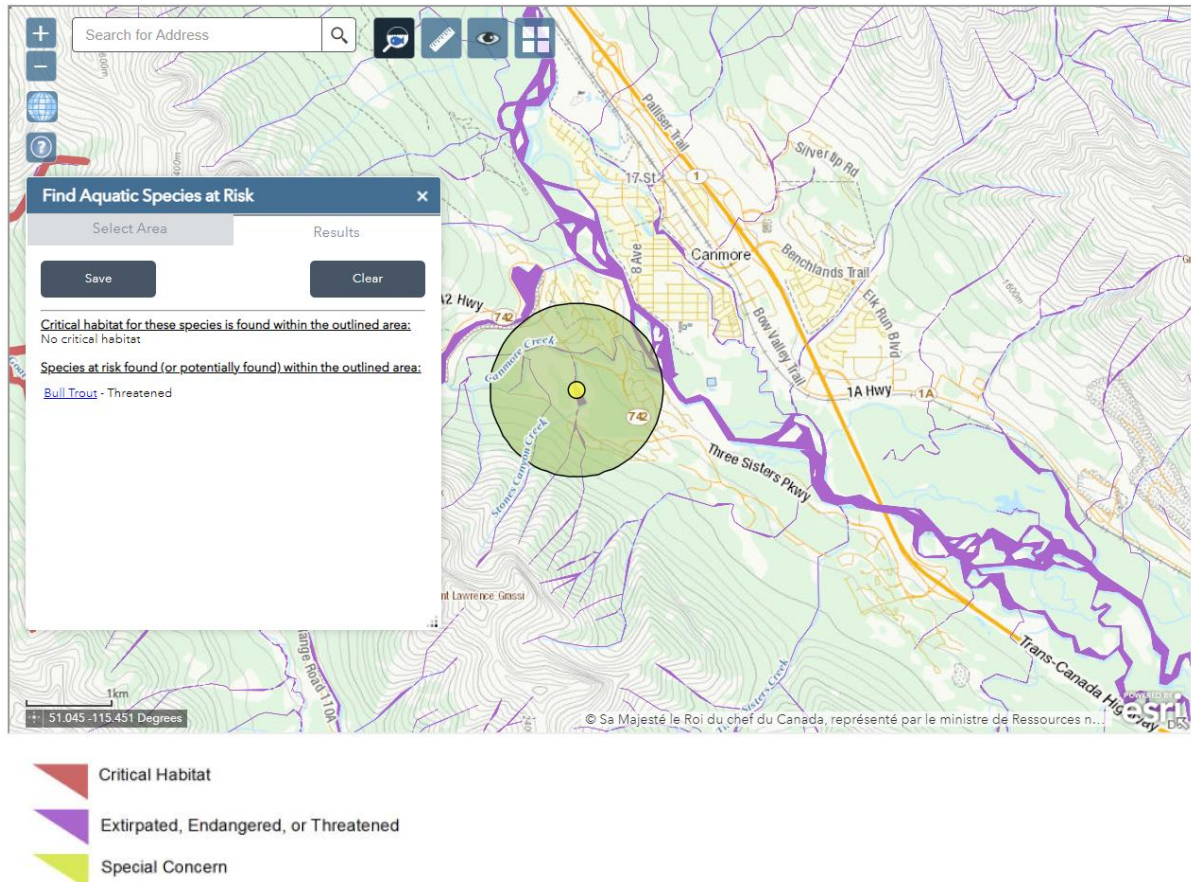


Figure 4.1: Bull Trout Critical Habitat Map for Quarry Lake

### 3.1.2 Field Assessment

Fish habitat within Quarry Lake ranges from shallows in the north portion of the lake to a significant depth in the middle (approximately 30m or greater). Along the Project area, the banks drop off significantly to over 2 m in depth. No riparian vegetation is present within the work site, and no large woody debris is present within the area. The banks are steeply sloped and provide little to no overhead sanctuary for fish. Substrates within the site were limited to silts bedrock, with limited to no gravels that would provide spawning habitat for arctic grayling. The lake in general provides good habitat for sportfish, as has been proven through successful stocking of the lake. Recently, the Alberta Government has not been able to restock the lake due to a shutdown of the Arctic Grayling stocking program, and therefore Quarry Lake has been limited in fish presence due to lack of stockings occurring and limited natural reproduction. A recent survey by the Alberta Government indicated that the majority of respondents (56%) wanted to pursue the redevelopment of an arctic grayling broodstock, and restock Quarry Lake when arctic grayling are available.



## 4.0 Potential Effects and Mitigation Measures

### 4.1 Potential Effects

Potential effects to the aquatic environment are relatively limited and can be easily mitigated, as the vast majority of the works occur outside of the high water mark of the lake. Typical project effects are expected to include:

- sedimentation and erosion
- accidental spill or release of deleterious substances
- fish mortality and injury
- transfer of invasive species

### 4.2 Mitigation Measures

A summary of the potential effects, recommended mitigation and analysis of potential residual effects of the proposed Project on fish and fish habitat has been provided in Table 5.1. To ensure successful construction and operation of the Project, the recommended mitigation measures have been developed in accordance with guidelines, as well as provincial and federal regulatory codes, guidelines and requirements.

The potential residual effects on fish and fish habitat associated with construction of the Project include:

- Fish mortality or injury due to increase of suspended sediment during construction

Table 3.4.5.1: Potential Effects, Mitigation and Potential Residual Effects on the Proposed Project on Fish VEC

Potential Effect	Location	Temporal Boundary	Mitigation	Potential Residual Effect	Residual Effect Characteristic						Significance
					Extent	Magnitude	Duration	Confidence	Reversibility	Frequency	
Sedimentation and Erosion	Project Footprint and Zone of Influence	Construction	<ul style="list-style-type: none"> <li>Minimize in-water work to the extent feasible.</li> <li>Schedule work to occur within low water conditions.</li> <li>Work will be suspended during weather that could increase the potential for erosion and sedimentation.</li> <li>Install effective erosion and sediment control measures before starting work to prevent sediment from entering the waterbody.</li> <li>Implement measures for managing water flowing onto the site, as well as water being pumped/diverted from the site such that sediment is filtered out before re-entering the waterbody (e.g., pumping water to a vegetated area).</li> <li>Use clean materials, free of fines and debris.</li> <li>Place excavated materials above the high water mark and in such a way that they do not re-enter the waterbody.</li> <li>Regularly inspect and maintain erosion and sediment control measures and structures during construction and repair as needed.</li> <li>A turbidity-monitoring program following Alberta Transportation's Turbidity Special Provision to detect sediment inputs shall be implemented, in the case of in-water work</li> <li>Ensure that erosion control measures are in place following construction to ensure that soil is stabilized and will not erode into any waterbody.</li> </ul>	Fish mortality, injury, or avoidance due to increase of suspended sediment during construction	Local	Minor	Short-term	Predictable	Reversible	Isolated	No significant residual effect
Accidental Spill or Release of a Deleterious Substance	Project Footprint and Zone of Influence	Construction	<ul style="list-style-type: none"> <li>Install, inspect and routinely repair protective measures (e.g., silt fencing), to protect adjacent water from sedimentation or deleterious substances (e.g. between workspace and culverts, ditches etc).</li> <li>Control potential for spills to travel to watercourses by providing appropriate grading that reduces opportunity for spills to travel towards the waterbody.</li> <li>Inspect and repair equipment used nearby, as required, to prevent leaks.</li> <li>Do not clean, fuel, repair and/or wash any equipment within 100 m of a waterbody.</li> <li>Prohibit fuel storage, refueling, or servicing of equipment within 100 m of waterbodies or drainages, except where secondary containment and/or tertiary containment is provided.</li> <li>Ensure that equipment operators are properly trained and equipped (e.g., carrying a spill kit) to contain spills or leaks.</li> </ul>	No residual effect identified	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Fish Mortality and Injury	Project Footprint	Construction	<ul style="list-style-type: none"> <li>Install isolation measures, where work occurs within the wetted area of the lake. If no work occurs within the wetted area, no isolation is required.</li> <li>Conduct a fish rescue where isolation occurs in wetted conditions prior to work occurring, following the Alberta Transportation's Fish Rescue special provision.</li> <li>Consider blocking fish from entering the isolation area before the fish salvage occurs.</li> </ul>	No residual effect identified	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Transfer of Invasive Species	Project Footprint	Construction	<ul style="list-style-type: none"> <li>Ensure that machinery arrives on site in a clean condition and is free of invasive aquatic species, dirt, Noxious Weeds or Prohibited Noxious weeds.</li> <li>Clean, drain, and dry protocol all equipment prior to entering and before any equipment leaves site, where equipment will be used in or near water.</li> <li>Follow the most up to date version of AEP Decontamination Protocols for all fisheries and isolation equipment (e.g., waders, nets) utilized during in-water works.</li> </ul>	No residual effect identified	n/a	n/a	n/a	n/a	n/a	n/a	n/a



## 4.3 Significance of Effects

### Fish Mortality or Injury Due to Increase of Suspended Sediment During Construction

Release of sediment may occur during installation of the stairs due to the proximity to the , however it is expected that any elevated suspended solid concentrations will decrease in a short amount of time within the zone of influence (ZOI).

A summary of the rationale for the significance criteria evaluation is provided below:

- Direction: Negative – Loss of fish is an adverse effect.
- Extent: Local – Suspended solids released during construction activities will be carried away from the site until they disperse and/or settle. This is expected to occur within the ZOI.
- Magnitude: Minor – Suspended sediments are expected to occur above average, if in-water work is required during construction, however this can be managed by implementation of mitigation measures proven to be effective.
- Duration: Short-term – Any increase in sediment is anticipated to be on a short-term basis, occurring during specific instream construction events or during precipitation events.
- Confidence: Predictable – There is a clear understanding of the cause and effect relationship between instream work, elevated suspended sediment and their effects on fish and fish habitat.
- Reversibility: Reversible – Suspended sediments will decrease immediately following cessation of instream work events, as well as rain events. Any loss of fish would be replaced by the following year's brood.
- Frequency: Isolated – Sediment release events would potentially occur only during specific work events (e.g., removal of west abutment, removal of isolation measures).

The likelihood of fish mortality or injury due to an increase of suspended sediment during instream construction is low, and with appropriate mitigation measures the residual effect is considered not significant.

### Significance Conclusion

In conclusion, no significant adverse residual effect is likely to occur to Fish and Fish Habitat, and therefore no Harmful Alteration, Disruption or Destruction (HADD) of fish habitat is expected to occur following the implementation of the recommended mitigation measures. Any potential residual effects are of low consequence and of low limited magnitude, and therefore non-significant.

#### 4.3.1 Monitoring

Construction monitoring to meet regulatory requirements for fisheries will include monitoring by a qualified professional. The Contractor shall provide an Erosion and Sediment Control plan within their ECO Plan, and follow the latest version of Alberta Transportation's Turbidity Special Provision (Alberta Transportation 2021) in the case that in-water work is required. Fish and fish habitat specific construction monitoring and mitigation activities as described in Table 5.1 should be implemented to ensure proper monitoring for the duration of the Project.



## 5.0 Regulatory Context

### 5.1 Federal Regulatory Requirements

#### 5.1.1 Fisheries Act

The provisions of the *Fisheries Act* came into force at the end of August 2019 (DFO 2019). Important prohibitions include:

- 34.4 (1) No person shall carry on any work, undertaking or activity, other than fishing, that results in the death of fish
- 35 (1) No person shall carry on any work, undertaking or activity that results in the harmful alteration, disruption or destruction of fish habitat
- Harmful Alteration: any change to fish habitat that reduces its long-term capacity to support one or more life processes of fish but does not permanently eliminate the habitat.
- Disruption: any change to fish habitat occurring for a limited period of time that reduces its capacity to support one or more life processes of fish.
- Destruction: any permanent change of fish habitat, which completely eliminates its capacity to support one or more life processes of fish

**Based on this report, no HADD is expected to occur, and therefore a DFO Request-for-Review is not advised.**

#### 5.1.2 Species at Risk Act

The *Species at Risk Act* is administered by Environment and Climate Change Canada (EC). The *Act* identifies measures to protect listed wildlife (this includes vegetation) species through recovery strategies, protection of critical habitat, management of species of concern, agreements and permits, as well as Project reviews. Species identified cannot be killed, harmed, harassed or captured and their residence (e.g., nest, burrow) and habitat cannot be destroyed or moved under the *Act* (Government of Canada 2002).

**No SARA species are present within Quarry Lake, and therefore no permit is required.**

### 5.2 Provincial Regulatory Requirements

#### 5.2.1 Water Act

The *Water Act* manages Alberta's water resources (Province of Alberta 2000b). Through AEP the *Act* governs activities affecting waterbodies in Alberta, including construction, water diversions and infilling of wetlands. *Water Act* approval is required to alter flow of level of water; change the location of water; change the direction of water flow, cause the siltation of water; cause erosion of bed or shore of any waterbody; or any effect on the aquatic environment.

The installation of the jumping platform is considered an Activity under the Water Act, and therefore a Water Act Approval Submission is required. Based on the fisheries assessment within this report, no significant impacts to fish or fish habitat are anticipated to occur.

#### 5.2.2 Public Lands Act

The *Public Lands Act* requires surface disposition be issued for the use of all public lands in Alberta (Province of Alberta 2000c). ISL has confirmed with the Water Boundaries Group of Alberta Environment and Protected Areas that Quarry Lake is man-made and therefore is not considered Crown-Claimed.



## 6.0 Conclusion

In conclusion, by undertaking the activities associated with the proposed project as outlined, and ensuring that all mitigation measures are followed, this project will have minimal negative impact to fish and fish habitat.

ISL Engineering and Land Services Ltd.

---

Brent Piche, B.Sc., P.Biol., R.P.Bio.  
Lead, Environmental Science

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ISL Engineering and Land Services Ltd. Is an award-winning full-service consulting firm dedicated to working with all levels of government and the private sector to deliver planning and design solutions for transportation, water, and land projects.

Proudly certified as a leader in quality management under Engineers and Geoscientists BC's OQM Program from 2014 to 2021.



Integrated Expertise. Locally Delivered. 



**APPENDIX**  
FWMIS Report

**A**



# Fish and Wildlife Internet Mapping Tool (FWIMT)

(source database: Fish and Wildlife Management Information System (FWMIS))

## Species Summary Report

**Report Date:** 19-May-2023 11:48

### Species present within the current extent

#### Fish Inventory

ARCTIC GRAYLING  
LONGNOSE SUCKER  
RAINBOW TROUT

#### Wildlife Inventory

BOREAL TOAD  
GRIZZLY BEAR  
LONG-TOED SALAMANDER

#### Stocked Inventory

ARCTIC GRAYLING  
RAINBOW TROUT

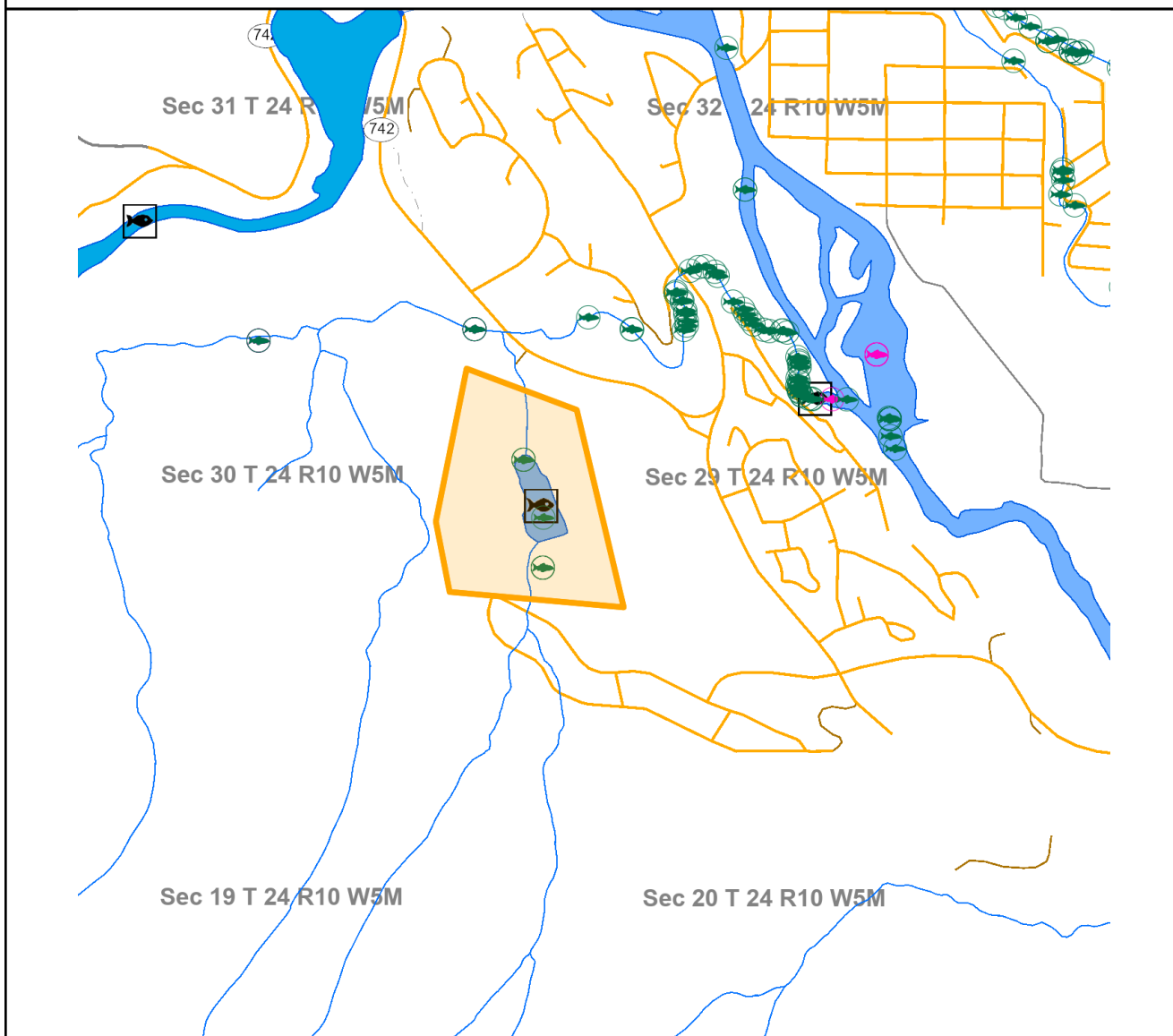
### Buffer Extent

Centroid (X,Y)	Projection	Centroid (Qtr Sec Twp Rng Mer)	Radius or Dimensions
473856, 5655977	10-TM AEP Forest	SW 29 24 10 5	554, 705 meters

### Contact Information

For contact information, please visit:  
<https://www.alberta.ca/fisheries-and-wildlife-management-contacts.aspx>





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**APPENDIX**  
Photoplates

**B**





View of Site from North, jumping platform located at bench. May 18, 2023.



View of Site from south, jumping platform located adjacent to bench. Note steep banks with no riparian cover. May 18, 2023.



View of Site from south, jumping platform located adjacent to bench. Note steep banks and dropoff with no riparian cover. May 18, 2023.



View of site in distance. Riparian habitat improves away from site where banks are less steep. May 18, 2023.



View from jumping platform location. Note significant drop off and no overhead cover, with bedrock showing as substrate. May 18, 2023.



View across quarry lake from south. Note better habitat complexity with larger substrate May 18, 2023.



View towards quarry lake from north.



4015 7 Street SE, Calgary AB T2G 2Y9, T: 403.254.0544 F: 403.254.9186

To: The Town of Canmore
Attention: Amy Bernard
Cc: Sarah Purchase - ISL
Reference: Turbidity Monitoring Plan – Quarry Lake Jumping Platform
From: Brent Piche, P. Biol

Date: May 31, 2023
Project No.: 61943

While the design for the Quarry Lake Jumping Platform has been completed to avoid in-water work to the extent possible, in the case that water is present within the work area during construction, a turbidity monitoring plan shall be executed by the Contractor. This memo provides information on the site-specific turbidity monitoring plan. Monitoring shall be completed by a Qualified Aquatic Environment Specialist (QAES). The QAES must have sufficient educational background, work experience handling samples and appropriate testing equipment, and analytical abilities to adjust monitoring requirements based on site-specific activities and sediment plumes during construction.

Compliance Points

This section provides a general understanding of where the turbidity monitoring shall occur, however compliance points will be established by the onsite QAES outside of the work area and chosen based on site access, water depth, existing turbulence and safety concerns.

Sampling points:

Table with 2 columns: Watercourse Type, Transects. Includes a diagram showing sampling points (1, 2, 3) at 5m and 20m intervals around a work area in a lake/reservoir/wetland.



Monitoring Effort

Monitoring is to occur during all in-water construction activities and follow the table below. Exceedances shall be determined to have occurred based on construction conditions given below. If a short-term exceedance occurs (see below), readings will be taken every 15 minutes until levels drop back down. All activities shall stop to allow sediment to dissipate below the exceedance criteria.

SAMPLING FREQUENCY

Table with 2 columns: Site Condition, Sampling Frequency. Rows include In-water Construction Activities and Exceedances, and Isolated Construction Activities.

Monitoring will switch to hourly if an exceedance occurs at any time. Turbidity monitoring effort may be increased or decreased, based on QAES's onsite judgment.

Allowable Limits

Turbidity limits are based on construction conditions and follow the Environmental Quality Guidelines for Alberta Surface Waters (Alberta Government, 2014) and objectives.

MAXIMUM ALLOWABLE INCREASE OF TURBIDITY

Table with 2 columns: Site Conditions (Background), Exceedance Levels (Turbidity in Excess of Normal Background Levels). Rows include NTU < 8, 8 NTU - 80 NTU, and > 80 NTU.

In the event that a visually conspicuous plume is observed, immediately cease all work when safe to do so, implement appropriate mitigation measures and promptly initiate a plume turbidity monitoring program in accordance with the following:

- All work that may have a direct or indirect effect on water quality will cease during all plume occurrences.
• A sample must be taken from the middle of the plume and as close to the source of the plume as possible (within safety limits).
• Monitoring will be done at all transects, and the plume sampling point, as often as feasible (a minimum of an hourly basis) and will continue until two consecutive monitoring events show no exceedances.



### Exceedance Reporting

Each exceedances shall be reported to the Town's Project representative and EPA's emergency spill line (1-800-222-6514) as soon as possible following the release. In the case of an exceedance, a 7-day report will be prepared by the QAES.

### Record Keeping

The approval holder and/or their representative shall keep a detailed record of the sampling, completed for the turbidity monitoring program during Instream Construction Activity and Isolated Construction Activity. Daily sampling records are up-to-date and kept onsite at all times during the period in which the monitoring program is in effect. The weekly summary report shall include at a minimum:

- Brief description of the works and types of construction activities completed during the sampling period.
- Name of the QAES responsible and person(s) undertaking the monitoring.
- Date and time of each sample.
- Weather conditions at the time of each sample.
- Changes of depth of flow at the upstream transect.
- Documentation of daily NTU instrument calibrations.
- Turbidity (NTU) for each sample taken.
- The daily average value of the upstream background samples.
- The daily average value for each downstream transect (all three sites per transect combined).
- Documentation of all non-compliance instances, including the level of exceedance, the duration of exceedance, the mitigation measures taken, verification of the reporting of the exceedance and any related communications with regulators regarding the exceedance event, and future measures to be taken to avoid or control further exceedances.
- Description of events or circumstances that may have prevented or hindered completion of the monitoring program.

### Conclusion

In conclusion, in-water work is not currently expected, however this document provides turbidity monitoring requirements in the case that it is.

Brent Piche, P. Biol  
Lead, Environmental Services  
ISL Engineering and Land Services



## 10.0 Geotechnical Design Parameters

ISL Engineering and Land Services  
4015 – 7 Street SE  
Calgary, AB T2G 2Y9

2022-01-10  
Our File No: 3914.G01

**Attention: Sarah Purchase**

**CC: Liam Hilchey**

**Re: Quarry Lake Park Jumping Platform Geotechnical Design Parameters**

## INTRODUCTION

WATT Consulting Group (WATT) was retained by ISL Engineering and Land Services (ISL) to provide Geotechnical Design Parameters for the Quarry Lake Park Jumping Platform in Canmore, AB.

## PROJECT DESCRIPTION

The proposed Jumping Platform consists of a pre-fabricated structure, supported by deep foundations. A test pitting program was conducted in the project area, but no investigations have been performed in the immediate vicinity of the proposed platform. In nearby investigations, subsurface soils encountered included topsoil and various fill underlain by native soils comprised of sandy gravel and sandstone. For the purpose of this report, it has been assumed any foundations will be constructed within native soils and all fills will be removed or assumed to have no strength. Preliminary unfactored loading is expected to be 250kN in compression, 50kN in tension and 50kN laterally.

## FOUNDATION OPTIONS

Due to potential shallow bedrock in the area, recommended foundation options include deep foundations (micropiles or drilled concrete piles). As an alternative option, shallow foundations may also be feasible.

## MICROPILES

Micropiles are the recommended option for this project. Resistance values provided for micropiles are for native sandy gravel / sandstone only. Any fill or topsoil material should be assumed to have 0 strength for design purposes.

### **Axial Design**

The recommended ultimate grout to ground bond strength is 150kPa within the native sandy gravel or sandstone. A geotechnical resistance factor of 0.4 should be used in compression and 0.3 in tension. No end bearing should be considered for the design. The top 2.0 metres should be ignored due to frost heaving. Piles must be able to resist an ultimate frost jacking pressure of

100kPa over the top 2m. There must be sufficient cross-sectional area of steel casing or reinforcing bar to resist uplift and frost jacking forces. Live load cannot be considered to resist frost jacking and only 90% of the dead load should be used.

### **Lateral Design**

Starting at a depth of 2m, a modulus of subgrade horizontal reaction (k) of 500kPa should be used to determine pile deflection and maximum internal moment. From 0 to 2m, the modulus value can be linearly interpolated with depth.

### **DRILLED CONCRETE PILES**

Cast-in-place concrete piles are considered an acceptable alternate option for this project. Resistance values provided for piles are for native sandy gravel / sandstone only. Any fill or topsoil material should be assumed to have 0 strength for design purposes.

### **Axial Design**

The recommended ultimate skin friction value for cast in place concrete piles is 100kPa within the native sandy gravel or sandstone. A geotechnical resistance factor of 0.4 should be used in compression and 0.3 in tension. No end bearing should be considered for piles under 600mm diameter. 1000kPa end bearing may be included for piles over 600mm diameter. The top 2.0 metres should be ignored due to frost heaving. Piles must be able to resist an ultimate frost jacking pressure of 65kPa over the top 2m. Live load cannot be considered to resist frost jacking and only 90% of the dead load should be used.

### **Lateral Design**

Preliminary lateral loads are not expected to be an issue with concrete piles. If a lateral analysis is to be completed, the same design process can be used from the Micropile section.

### **SHALLOW FOUNDATIONS**

Shallow foundations are not recommended for this project but may be feasible if designed appropriately. The concern with shallow foundations relates to both tension and lateral forces. If insufficient embedment is provided, there may be inadequate resistance to lateral and uplift loads.

### **Axial Design**

The recommended ultimate bearing capacity for a shallow foundation is 200kPa within native sandy gravel or sandstone. A geotechnical resistance factor of 0.5 should be used in compression. Foundations must be formed at least 2.0 metres below grade to avoid frost jacking. Tension and frost jacking loads must be resisted only by 90% of the dead load of the structure and the weight of a soil column above the foundation.

### **Lateral Design**

If formed a minimum 2.0m below surface, lateral loads can be resisted by the friction between the foundation and soil, as well as the bearing area (depth x width). Acceptable ultimate resistance values for friction and bearing are 25kPa and 100kPa respectively.

### **CLOSURE**

The design recommendations in this report are based on assumed soil conditions inferred from nearby test pitting. Qualified geotechnical personnel must be present to identify soil conditions at the time of foundation installation to confirm soil type. If encountered soil varies from assumed soil, the recommended design parameters must not be used.

We trust that this letter satisfies your present requirements. Please do not hesitate to contact the undersigned with any questions or should you require further geotechnical input on this project.

Sincerely,

**WATT Consulting Group**

**Joel Rombough, P.Eng.**  
*Senior Geotechnical Engineer*

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**#WEAREWATT**