

# LANDSCAPE CONSTRUCTION AND MAINTENANCE

## Request for Proposals (RFP) FOR LANDSCAPE CONSTRUCTION AND MAINTENANCE

**SUMMARY:**

The project includes construction and maintenance of landscaping for several Projects located in the Town of Canmore, comprised of:

- Teepee Town Phase 2A landscaping construction and 2-year maintenance period
- West Bow River Pathway – Installation of new trees and shrubs, no maintenance period

Provisional work includes:

- CP Pedestrian Crossing – Weeding, mulch replenishment, replacement of dead plant material with 2-year maintenance period
- Various locations – Mowing maintenance, maintenance/watering of shrubs and trees, the laying and watering of new sod.
- Other similar work at the discretion of the Town of Canmore

<b>PROJECT NUMBER:</b>	<b>CAP2024</b>
<b>RFP CLOSING DATE:</b>	<b>March 12, 2024</b>
<b>RFP CLOSING TIME:</b>	<b>2:00:00 p.m. Mountain Time Zone</b>
<b>DATE ISSUED:</b>	<b>February 13, 2024</b>
<b>NOTE:</b>	<b>RESPONSES WILL NOT BE OPENED PUBLICLY</b>

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**Project Number: CAP2023-2024**

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END OF SECTION

## 1.0 Request for Proposals

### 1.1 General Information

1.1.1 Proposals for:

LANDSCAPE CONSTRUCTION AND MAINTENANCE

Will be received through email by:

Town of Canmore  
902 - 7th Avenue  
Canmore, Alberta T1W 3K1  
Attn: Trevor Reeder  
[Trevor.Reeder@canmore.ca](mailto:Trevor.Reeder@canmore.ca)

1.1.2 Closing date and time for Proposals is:

2:00:00 pm local time, March 12, 2024 (the “**RFP Closing**”).

1.1.3 The Request for Proposals and any addenda will be posted to APC, MERX and the Town of Canmore documents.

1.1.4 All questions and proposal submissions to be sent via email to Trevor Reeder, [Trevor.Reeder@canmore.ca](mailto:Trevor.Reeder@canmore.ca).

Proponents shall submit questions a minimum of five (5) business days prior to RFP Closing.

Final addenda shall be issued a minimum of two (2) business days prior to RFP Closing.

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

1.1.6 Proposals will not be opened publicly.

1.1.7 The Work to be undertaken in this Contract generally involves but is not limited to the following Projects:

1.1.7.1 Teepee Town Phase 2A – Landscaping including bioretention basin construction, soil mix placement and fine grading, tree and shrub installation and sod with 2-year maintenance period.

1.1.7.2 West Bow River Path – Installation of new trees and shrubs (no maintenance period).

1.1.7.3 Bow Valley Trail at CPKC Railway Pedestrian Crossing – Weeding, plant material removal, new shrub and tree installation with 2-year maintenance period.

1.1.7.4 PROVISIONAL – Landscape Maintenance in various locations as directed by the Town – Mowing maintenance, maintenance/watering/replacement of shrubs and trees, the laying and watering of new sod.

1.1.7.5 PROVISIONAL – Other similar landscape construction work at the discretion of the Town of Canmore.



1.1.8 The Successful Proponent shall achieve the following Construction Completion Date(s) for the new construction Project:

Part	Project	Milestone	Date
1	Teepee Town Phase 2A*	Construction Completion	June 30, 2025
		Final Acceptance	June 30, 2027
2	West Bow River Pathway	Construction Completion (no maintenance period)	May. 30, 2024
3	Bow Valley Trail at CP Pedestrian Crossing	Construction Completion	Sept. 30, 2024
		Final Acceptance	Sept. 30, 2026
4	Various – Mowing, Maintenance, Sod	N/A - Ongoing	N/A – Ongoing
5	Other Similar Work	N/A TBD	N/A TBD

\*Landscape construction start dates dependent on work by others.

1.1.9 The Engineer for this Project is:

ISL Engineering and Land Services Ltd.

1.1.10 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”:

- 1.1.10.1 Section 1.0 Request for Proposals
- 1.1.10.2 Section 2.0 Instructions to Proponents
- 1.1.10.3 Section 3.0 Proposal Forms
- 1.1.10.4 Section 4.0 Contract Agreement
- 1.1.10.5 Section 5.0 Standard General Conditions
- 1.1.10.6 Section 6.0 Schedule “A” Rules of Arbitral Procedure
- 1.1.10.7 Section 6.0 Special Conditions
- 1.1.10.8 Section 8.0 Technical Specifications
- 1.1.10.9 Standard Specifications and Manuals (click for link or request from the Town of Canmore)
  - a) [Town of Canmore 2020 Engineering Design and Construction Guidelines and Figures](#)
  - b) [City of Calgary Development Guidelines and Standard Specifications Landscape Construction 2022](#)
  - c) [City of Calgary Low Impact Development Guideline: Module 2 - Bioretention and Bioswales \(LIDG\), 2016 version](#)
  - d) [City of Calgary Standard Specifications – Erosion and Sediment Control, 2022 version](#)
- 1.1.10.10 Project Sketches and Drawings
  - a) Part 1 - Teepee Town Phase 2A

- b) Part 3 - Bow Valley Trail at CP Pedestrian Crossing (Provisional)
- c) Appendix A - Project Areas Map

1.1.11 Refer to Subsection 2.3 – Availability of Proposal Document for information on accessing the Proposal Documents.

1.1.12 A Mandatory Pre-Proposal meeting is scheduled for **February 28, 2024 at 10:00 a.m.** Proposals submitted by firms who have not attended the Mandatory Pre-Proposal meeting will not be considered.

The meeting will be held via Microsoft Teams at the following link:

[Landscape Construction and Maintenance Pre-Proposal Meeting Link](#)

Meeting ID: 265 399 175 750

Passcode: hQifEW

Audio only: +1 647-749-7006,500056083#

Phone Conference ID: 500 056 083#

1.1.13 Inquiries regarding the Proposal Documents shall be directed to:

Trevor Reeder  
Town of Canmore  
902 – 7th Avenue  
Canmore, Alberta T1W 3K1  
Phone: (403) 679-5021  
E-mail: [trevor.reeder@canmore.ca](mailto:trevor.reeder@canmore.ca)

1.1.14 Refer to Subsection 2.2 - Submission of Proposals in the Instructions to Proponents for Proposal submission requirements.

1.1.15 The lowest-priced or any Proposal will not necessarily be accepted.

1.1.16 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 thirty (30) days after the RFP Closing.

1.1.17 The Successful Proponent will be notified in writing of the award of the Proposal by the Town providing the Successful Proponent a Letter of Award.

END OF SECTION

## 2.0 Instructions to Proponents

### 2.1 Interpretation

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

### 2.2 Submission of Proposals

- 2.2.1 Submissions
  - 2.2.1.1 The Submission shall consist of two PDF documents submitted via email, 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: CAP2024\_Proponent\_Name\_Qualifications\_Submission.pdf
    - a) File #2: CAP2024\_Proponent\_Name\_Financial\_Submission.pdf
  - 2.2.1.2 Each of the two PDF documents shall be signed and sealed within the document and include a cover page that clearly identifies the Proponent’s name and address, the RFP name and number, and the file number and submission name, as follows:

Proposal for Town of Canmore, Alberta,  
LANDSCAPE CONSTRUCTION AND MAINTENANCE  
CAP2024  
RFP Closing: 2:00:00 pm local time, March 12, 2024

And either one of the following labels:  
File #1 – Qualifications Submission      or  
File #2 – Financial Submission
  - 2.2.1.3 Proponents shall be solely responsible for the delivery of their Proposals in the manner and time prescribed.
  - 2.2.1.4 Do not submit the Proposal Documents with the Proposal.
  - 2.2.1.5 Each Proposal shall include a Proposal Form with all of the blank spaces filled in.
  - 2.2.1.6 The Contract Sum and Total Contract Amount must be written in words as well as figures and must be for a sum in Canadian Dollars including all tariffs, freight, duties and taxes (other than the Goods and Services Tax). The Goods and Services Tax must be shown as a separate amount unless otherwise specifically stipulated. In the event of a discrepancy between an amount written in words and an amount



written in figures, the amount written in words shall be deemed the intended amount.

- 2.2.1.7 Proposal must be written in English.
- 2.2.1.8 For electronic proposals, the Proposal Form shall be executed by way of electronic signature by a person authorized to bind the Proposal.
- 2.2.1.9 On Unit Price Proposals, if there is a discrepancy found between the unit price and the extended amount, the unit price shall be deemed to represent the intention of the Proponent. The Town shall be entitled to recalculate the Contract Sum using the unit prices and such recalculated Contract Sum shall be incorporated in the Proposal.

## 2.2.2 Proposal Modifications

- 2.2.2.1 Proposals shall not be withdrawn, modified or clarified after being deposited with the Town unless such withdrawal, modification or clarification is made in writing and received by the Town prior to the time and date specified for the RFP Closing. Any withdrawal, modification or clarification of the Proposal must be duly executed in the same manner as the Proposal Form.
- 2.2.2.2 If a Proponent wishes to modify the Contract Sum, the Proponent may do so, prior to the RFP Closing, in accordance with Article 2.2.2.1, by issuing a written statement of the amount that is to be added to, or deducted from, a specific bid item unit price or lump sum price or the Contract Sum, in the case of a Lump Sum Bid. Unless otherwise stated, the modifying amount is deemed to exclude G.S.T.

## 2.3 Availability of Proposal Documents

- 2.3.1 An electronic version of the Proposal Documents is available on APC, and the Town's website at <https://canmore.ca/business/tender-opportunities>.
- 2.3.2 The Town will not provide a printed version of the Proposal Documents.
- 2.3.3 Proposal Documents being obtained from any source other than identified in Item 2.3.1, will be deemed non-compliant.
- 2.3.4 The Proponents shall review the latest edition of the Town of Canmore Engineering Design and Construction Guidelines available at:  
[Town of Canmore - Engineering Reference Material](#)
- 2.3.5 It is the Proponent's sole responsibility to review electronic postings for addenda on APC, MERX, or at <https://canmore.ca/business/tender-opportunities>.

## 2.4 Changes to Proposal Documents

- 2.4.1 The Proponent shall carefully examine the Proposal Documents. Any errors, omissions, discrepancies or clauses requiring clarification shall be reported in writing to the Town at least five (5) Working Days prior to the RFP Closing. If necessary, the Town will respond to errors, omissions, discrepancies or clauses in the Proposal Documents requiring clarification by way of addenda.
- 2.4.2 The Proposal Documents supersede all communications, negotiations, agreements, representations and warranties either written or oral relating to the

subject matter of the Proposal made prior to the RFP Closing, and no changes will be made to the Proposal Documents except by written addenda.

2.4.3 Addenda may be issued during the RFP Period. All addenda become part of the Contract Documents and must be acknowledged in the space provided on the Proposal Form. See Item 2.3.5 for additional information.

2.4.4 Include costs to comply with the addenda in the Contract Sum.

## **2.5 Proponent Requirements**

2.5.1 Proponents shall be actively engaged in the line of work required to perform the Work and shall be able to refer to work of a similar nature performed by them. Proponents should be fully conversant with the technical phraseology in the English language of the lines of work required to perform the Work.

2.5.2 Each Proponent shall review the Proposal Documents and confirm that they are in possession of a full set of Proposal Documents when preparing its Proposal.

2.5.3 Proposal Forms shall be properly executed in full compliance with the following requirements:

2.5.3.1 The Proposal Form shall be signed under seal by the Proponent.

2.5.3.2 Incorporated Proponents: Signature of at least one duly authorized signing officer. Insert the signing officer's name and position under each signature and affix a corporate seal.

2.5.3.3 Unincorporated partnerships and joint ventures: each partner or member of an unincorporated partnership or joint venture must sign the Proposal form. Partners or joint venture members who are themselves incorporated entities must affix a corporate seal to this person's signature. Partners or joint venture members who are unincorporated must sign in the presence of a witness.

2.5.4 Proposals received from agents representing principals must be accompanied by a Power of Attorney duly executed by the said principals showing that the agents are duly authorized to sign and submit the Proposal and have full power to execute the Contract on behalf of their principals. The execution of the Contract will bind the principals and have the same effect as if it were duly signed by the principals.

## **2.6 Bylaws, Codes, Policies and Regulations**

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

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

## 2.7 Litigation Policy and Past Performance

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

## 2.8 Consent of Surety

- 2.8.1 Consent of Surety: Submit with the Proposal Form, a letter of consent, stating that a surety company is willing to supply the required Performance and Labour and Material Payment Bond.
- 2.8.2 Consent of Surety must be issued by a surety company licensed to conduct business in the Province of Alberta.

## 2.9 Performance Bond and Labour and Material Payment Bond

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

## 2.10 Insurance

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

## 2.11 Workers' Compensation

- 2.11.1 Proponents shall submit with their Proposal, a letter of Account from the Workers' Compensation Board - Alberta. This letter must be current and not dated prior to fourteen (14) days of the RFP Closing.
- 2.11.2 Proponents who do not have an account with the Workers' Compensation Board - Alberta shall provide with their Proposal evidence of a subcontractor or other company that will carry such coverage on their behalf.

- 2.11.3 If directors, partners or owners of the Contractor will be actively providing services under the Contract, then the Contractor must provide WCB coverage for those directors, partners and owners. The Contractor will provide evidence of such coverage to the Town upon request.

## **2.12 Work Site Conditions**

- 2.12.1 The Proponent shall carefully examine the Work Sites 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 Mandatory Components

- a) Proposal Submission Form
- b) Consent of Surety (to furnish Performance Bond and Labour and Material Payment Bond)
- c) Certificate of Insurance
- d) Letter of Account from the Workers' Compensation Board – Alberta

2.13.1.2 Proposal Form – Schedule A (Qualifications Proposal Forms)

- a) Form 1.1 – Key Personnel
- b) Resumes for Project Manager and Site Superintendent(s)
- c) Form 1.2 – List of All Subcontractors
- d) Form 2.1– Firm Profile
- e) Form 2.2– Project Experience
- f) Form 3.1 – Response Time
- g) Form 4.1 – Quality and Risk Management

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

2.13.2.1 Proposal Form – Schedule B (Pricing Form)

2.13.2.2 Proposal Form – Schedule C (Force Account Rates)

- 2.13.3 The Proponent is required to clearly demonstrate its understanding of the Project scope and the requirements for successful completion of the Work, which includes but is not limited to; successful installation and establishment of landscaping, landscape maintenance, coordinating with others, scheduling of resources, safety and quality. The landscape Projects in this Contract include installation and maintenance of turf and planting beds, and demonstrated understanding of and experience with landscape maintenance and weed management is considered a critical success factor for the Project. The scope of work, location and the existing conditions of each Project Site are described

within the RFP and should be fully considered in the Proponents' Qualifications Proposal.

- 2.13.4 The Qualifications Proposal shall be provided on the forms provided within in the RFP. Conciseness in the submissions is of value to the evaluation process, and Proponents should strive to provide only focussed, project-specific information that directly addresses the submission and evaluation requirements.
- 2.13.5 The following table provides a detailed description of submission requirements and evaluation criteria for the Qualifications Proposal.

Qualifications Submission Requirements	Section Weighting
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**Section 1 – Team**

The purpose of this evaluation component is to clearly demonstrate the knowledge, ability and resources of the Proponent and subcontractors to undertake and successfully deliver this Project. The Proponent’s submission for Construction Team and Experience shall include all Proponent and Subcontractor personnel as a unified team of Key Personnel.

20% of  
Total  
Proposal  
Score

This portion of the submission shall be compiled on the forms provided.

**Form 1.1 - Key Personnel**– Including names, roles, responsibilities and experience. This shall include at minimum included:

- Resumes for Project manager and site superintendent(s)
- **Project Manager**
  - One person for the duration of the Contract
  - Minimum 5 years experience as a Project Manager
  - Minimum of 3 project experiences in role of Project Manager on projects of similar scope and size
- **Site Superintendent**
  - Up to two people for the duration of the Contract
  - Minimum 5 years experience as a Site Superintendent
  - Minimum of 3 project experiences in role of Project Manager on projects of similar scope
- **Lead safety personnel**
  - One person for the duration of the Contract
  - Minimum 2 years experience in lead safety personnel role

**Form 1.2 - List of All Subcontractors** – Proponents provide the following:

- State percentage of work that will be self-performed and percentage of work that will be performed by subcontractors
- List all subcontractors who are part of the proposed team.
- List all services each subcontractor will deliver on the Project.
- List at least one project experience per subcontractor that demonstrates successful delivery of similar projects

**Additional Scoring Preferences** – Responses to this section may receive higher scores if they also demonstrate the following characteristics:

- Project Manager and /or Superintendent years of experience or qualifications exceeds the requirements identified above.
- Project Manager and /or Superintendent held the same role in at least 1 of the reference project provided listed in Section 2 – Firm Profile and Project Experience
- Personnel and/or subcontractors demonstrate experience working on previous projects with the Town of Canmore
- Proponent (Prime Contractor) is self-performing the majority of the work and / or does not require subcontractors.
- Proponent (Prime Contractor) has demonstrated a past working relationship with proposed subcontractor.

Qualifications Submission Requirements	Section Weighting
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**Section 2 – Firm Profile and Project Experience**

The purpose of this evaluation component is to clearly demonstrate the Proponent’s ability to deliver a successful project based on the firm’s history and successful experiences on similar projects.

20% of  
Total  
Proposal  
Score

This portion of the submission shall be compiled on the forms provided.

**Form 2.1 - Firm Profile**– Including firm history, years of operation, office location(s), number of permanent and seasonal employees, a list of services offered and past project experience with Town of Canmore.

**Form 2.2 - Project Experience** – Provide **three (3) reference projects** that demonstrate successful completion of work similar to these Projects. The Town will not consider more than three (3) references.

At a minimum, each reference project must meet the following requirements:

- All reference forms must be fully completed, including owner/client reference contact information.
- All reference projects must be completed in the last 5 years.
- At least one project reference where the Proponent delivered at least \$400,000 in construction services.
- At least one project reference where the Proponent was Prime Contractor or General Contractor (not subcontracted to another firm).

Each individual reference project does not need to address all of the following criteria; however, the three reference projects combined must meet the following criteria:

- Similar construction complexity and scope to the work described in this RFP.
- Successful plant installation, establishment, and maintenance
- Successful seed and sod installation, establishment and maintenance
- Successful on-site weed control

**Additional Scoring Preferences** – Responses to this section may receive higher scores if they also demonstrate the following characteristics:

- Demonstrated successful delivery of past Town of Canmore projects.
- Demonstrates past experience working with the same subcontractors listed in Section 1 – Team.
- Contract completion was within the last 3 years.
- Demonstrated experience with Low Impact Development (LID) projects (meaning rain gardens, bioswales or other landscape feature designed for stormwater management purposes).
- Demonstrates how the Proponent achieved quality management, environmental management, risk management, schedule management and/or budget management.
- The final construction cost was +/- 10% of the original contract price and Proponent demonstrates how they achieved this.

Qualifications Submission Requirements	Section Weighting
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- The project was completed before the original contract finish date and Proponent demonstrates how they achieved this.

**Please note:**

- The Town reserves the right to contact the owner/client listed in Proponent project references and the Town may also contact references known to the Town but not provided by the Proponent. Any information obtained from references may be used by the Town in evaluation of the proposal. In the event that the Town is unable to contact the owner/client listed, the Town may adjust the Proponent's score, including assessing a score of zero.

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**Section 3 – Responsiveness**

The purpose of this evaluation component is for the Proponent to provide their expected response times to repair deficiencies noted by the Town for new landscape construction during the maintenance and warranty period, as well as prompt care for maintenance areas that may included in the Work.

5% of Total  
Proposal  
Score

This portion of the submission shall be compiled on the forms provided.

**Form 3.1 - Response Time** – Provide the estimated response time for Proponent to begin deficiencies or maintenance Work. Response time refers to the number of hours between Town's initial request and staff arriving on site to undertake the work.

The information submitted with the Proposal will form part of the Contract and be considered acknowledgement of the responsiveness requirements for delivery of this Work.

**Additional Scoring Preferences** – Responses to this section may receive higher scores if they also demonstrate the following characteristics:

- Contractor is locally available to address issues in a timely manner.



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**Section 4 – Quality Control, Safety and Risk Management**

The purpose of this evaluation component is to demonstrate that the Proponent has the necessary quality, safety and risk management systems in place to successfully deliver the project. This portion of the submission shall include submission of a typical or previous project safety plan and the forms provided. 5% of Total Proposal Score

**Project Safety Plan Submission** (5 page max) – Provide a typical or previous project safety plan that includes at least the following:

- Project and daily procedures (PPE requirements, refueling processes, site rules, equipment cleaning, etc.)
- Emergency response plan and procedure
- Previous or sample FLRA

**Form 4.1 Quality and Risk Management** - Project-specific descriptions on the form provide detailing how the Proponent will address the following challenges that may arise during work on these Projects:

- o Coordination with Others (i.e. other contractors, utility providers, project stakeholders, general public, etc)
- o Seed Establishment
- o Weed Management
- o Schedule Slippage due to Weather or Other Circumstances
- o Erosion and Sediment Control Measures and Procedures

**Additional Scoring Preferences** – Responses to this section may receive higher scores if they also demonstrate the following characteristics:

- Identification of additional risks and mitigation actions Proponent may need to consider for Projects included in the Work.
- Mitigation options specifically appropriate for the local conditions in Canmore.

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**TOTAL WEIGHTING FOR QUALIFICATIONS SUBMISSION**

**50%** of  
Total  
Proposal  
Score

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*(Please note that the remaining 50% of the Total Proposal Score will be based on the Financial Proposal as per Subsection 2.16.5)*

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## 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 and Mandatory Components
- 2.14.3.1 For each Proposal received by the RFP Closing, the Town will open and review the content of File #1 and will determine whether it complies with the submission requirements set out in Subsection 2.15.
- 2.14.3.2 The Town will review and confirm suitability of the Mandatory Components.
- 2.14.3.3 If the Town finds minor or clerical errors in the Mandatory Components of a Proponent and determines, at its sole discretion, that the rectification of such errors will not alter the substantive intent 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.
- 2.14.3.4 If the Town, at its sole discretion, finds that any of the Mandatory Components are not in a suitable form, or if a Proponent fails to rectify errors in the Mandatory Components when afforded the opportunity to do so, then the given Proposal will be deemed incomplete and not evaluated further.
- 2.14.4 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 2.15.5 in order to confirm how well each component addresses project requirements.
- 2.14.4.2 Each of the four Qualifications Submission sections (Sections 1-4) in Subsection 2.15.5 will be scored according to how well the Proponent demonstrates the required qualifications.
- 2.14.4.3 The scores for each of the four Qualifications Submission sections (Sections 1-4) will be weighted as per the weighting percentages listed in Subsection 2.15.5 and the weighted scores will be added together to form the Proponent's Qualifications Proposal Score.

- 2.14.4.4 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 Qualifications Submission ratings for each component and each evaluated Proponent.
- 2.14.4.5 Each of the four (4) Qualifications Submission components in Subsection 2.15.5 must be provided for the Proposal to proceed to Evaluation Step 3.

2.14.5 Evaluation Step 3 – Review of Financial Proposals

- 2.14.5.1 For each Proposal successfully completing Evaluation Step 2, the Town will open and review the content of File #2 and will determine whether it complies with the submission requirements set out in Subsection 2.13. For clarity, the Town will not open or evaluate File #2 for any Proposal that does not meet requirements of the Mandatory Components or that does not provide all Qualifications Submission components.
- 2.14.5.2 Proposals that successfully progress to Evaluation Step 3, will be evaluated as per the following method:

- a) The Proponents Tender Total as listed on Schedule B (Pricing Form) will be divided by the lowest total bid price received from all Proponents and weighted (50%) to form the Proponent’s Financial Proposal Score:

$$\frac{\text{Lowest Financial Bid Price Received}}{\text{Proponent's Financial Bid Price}} \times 50\% \text{ weighting} = \text{Proponent's Financial Proposal Score}$$

2.14.6 Evaluation Step 4 – Review of Total Proposal Score

- 2.14.6.1 The resulting scores from the Qualifications Proposal Score and Financial Proposal Score will be combined for a Total Proposal Score.
- 2.14.6.2 The highest Total Proposal Score will be used by the Town as the basis to select the successful Proponent.
- 2.14.6.3 The lowest-price Proposal will not necessarily be accepted.

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

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

2.14.8 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:

- 2.14.8.1 any instances of poor performance by a Proponent or a Proponent's team member that the Town has experienced; and/or
  - 2.14.8.2 any publicly available information about a Proponent or a proponent's team members that is, in the Town's sole discretion, considered credible information.
- 2.14.9 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:
- 2.14.9.1 the Proposal is determined to be non-compliant;
  - 2.14.9.2 the Proponent fails to cooperate in any attempt by the Town to clarify or verify any information provided by the Proponent in its Proposal;
  - 2.14.9.3 the Proponent engages in lobbying or other promotional activity outside this Request for Proposals process, in relation to the Work;
  - 2.14.9.4 the Proponent fails to comply with Applicable Law;
  - 2.14.9.5 the Proposal contains false or misleading information or a misrepresentation;
  - 2.14.9.6 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 fails to substitute the Person giving rise to the Conflict of Interest;
  - 2.14.9.7 in the opinion of the Town, acting reasonably, the Proponent or a Proponent Team Member or any of their respective representatives breached Section 3.3.4;
  - 2.14.9.8 the Proponent or Proponent Team Member has committed a material breach of:
    - a) any existing agreement between the Proponent and the Town; or any other provision of the RFP;
  - 2.14.9.9 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;
  - 2.14.9.10 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;
  - 2.14.9.11 the Proposal, in the opinion of the Town, contains unsustainable pricing;
  - 2.14.9.12 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;

2.14.9.13 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;

2.14.9.14 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 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.

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.

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 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.
- 2.17.4 The Successful Proponent shall provide a comprehensive Construction Health and Safety Plan (CHSP) describing how health and safety will be managed for the Work for each individual Project. 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.
- 2.17.5 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.
- 2.17.6 No implied obligation of any kind or on behalf of the Town shall arise from anything in the Proposal Documents.

- 2.17.7 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.
- 2.17.8 The Town 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.
- 2.17.9 The Town may 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 Freedom of Information and Protection of Privacy Act**

- 2.18.1 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.

## **2.19 Disclaimer of Liability**

- 2.19.1 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.
- 2.19.2 By submitting a Proposal, a Proponent agrees:
  - 2.19.2.1 To be responsible for conducting its own due diligence on assumptions, data and information upon which its Proposal is based;
  - 2.19.2.2 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 Projects and the Work Sites;
  - 2.19.2.3 That it has gathered all information necessary to perform all of its obligations under its Proposal;
  - 2.19.2.4 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;
- 2.19.2.5 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
- 2.19.2.6 To waive any right to contest in any proceeding, case, action or application, the right of the Town to negotiate with any Proponent for the contract whom the Town deems, in its sole and unfettered discretion, to have submitted the Proposal most beneficial to the Town and acknowledges that the Town may negotiate and contract with any Proponent it desires.

END OF SECTION



## 3.0 Proposal Forms

The Proposal Forms Section is comprised of the following documents:

For inclusion in **File #1 – Qualifications Submission:**

- a) Proposal Form – Schedule A (Qualifications Proposal Forms)
  - Resumes for Project Manager and Site Superintendent(s)
  - Form 1.1 – Key Personnel
  - Form 1.2 – List of All Subcontractors
  - Form 2.1 – Firm Profile
  - Form 2.2 – Project Experience
  - Form 3.1– Response Time
  - Form 4.1 – Quality and Risk Management

For inclusion in **File #2 – Financial Submission:**

- a) Proposal Form – Schedule B (Pricing Form)
- b) Proposal Form – Schedule C (Force Account Rates, for information only)

### 3.1 Proposal Submission Form

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

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

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

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

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

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

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

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

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

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

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

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

Project Name: TEEPEE TOWN PHASE 2A INFRASTRUCTURE  
Project Number: CAP2024

To:  
Town of Canmore  
902-7th Avenue Canmore, Alberta T1W 3K1  
Attn: Trevor Reeder

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 2.7 **Error! Reference source not found.**; 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 Addenda

3.1.10.1 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 bidders. 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 bidder 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 Proposal Form.*

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

**3.2 Proposal Form - Schedule A (Qualifications Proposal Forms)**

WORD TEMPLATES OF PROPOSAL FORM AVAILABLE UPON REQUEST

**Section 1 –Team**

**Form 1.1 – Key Personnel**

Note: In addition to these forms, resumes for **Project Manager and Supervisor** must be included.

<b>Project Manager (mandatory)</b>		
Name: _____		
Project Role: _____		
Years in Current Role: _____	Years in Industry: _____	
Certifications and Previous Experience: _____		
#	Reference Project Name & Client	Brief Description of Project / Role
#1		
#2		
#3		

<b>Site Superintendent #1 (mandatory)</b>		
Name: _____		
Project Role: _____		
Years in Current Role: _____	Years in Industry: _____	
Certifications and Previous Experience: _____		
#	Reference Project Name & Client	Brief Description of Project / Role
#1		
#2		
#3		

<b>Site Superintendent #2 (optional)</b>		
Name: _____		
Project Role: _____		
Years in Current Role: _____ Years in Industry: _____		
Certifications and Previous Experience: _____		
#	Reference Project Name & Client	Brief Description of Project / Role
#1		
#2		
#3		

<b>Safety Lead (mandatory)</b>		
Name: _____		
Project Role: _____		
Years in Current Role: _____ Years in Industry: _____		
Certifications and Previous Experience: _____		
#	Reference Project Name & Client	Brief Description of Project / Role
#1		
#2		
#3		

**Form 1.2 – List of All Subcontractors**

What percentage of project work is being self-performed?	_____ %
What percentage of work is being performed by subcontractors?	_____ %

Subcontractor Firm: _____		
Number of Years in Operation: _____		
All Services being Provided: _____		
	Reference Project Name & Client	Brief Description of Project & Role
#1		

Subcontractor Firm: _____		
Number of Years in Operation: _____		
All Services being Provided: _____		
	Reference Project Name & Client	Brief Description of Project & Role
#1		

Subcontractor Firm: _____		
Number of Years in Operation: _____		
All Services being Provided: _____		
	Reference Project Name & Client	Brief Description of Project & Role
#1		

(Add additional tables, as needed, for **all subcontractors**)



## Section 2 – Firm Profile and Project Experience

### Form 2.1– Firm Profile

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

**Form 2.2– Project Experience (3 Projects Required)**

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:	

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:	

### Section 3 – Schedule and Responsiveness

#### Form 3.1 – Response Time

Maintenance Item	Response Time (in hours)
Turf deficiency corrections (weeding, poor establishment, erosion)	
Horticultural deficiency corrections (weeding, pruning, addition of mulch)	
Horticultural replacements (replacement of dying and dead plants)	
Tree pruning (pruning for form and health)	
Watering	

## **Section 4 – Quality Control, Safety and Risk Management**

### **Form 4.1 – Quality and Risk Management**

<b>Coordination with Others</b>
How might this be a risk to the Project(s)? _____ _____
How might the Proponent mitigate this risk: _____ _____
<b>Turf and Plant Establishment</b>
How might this be a risk to the Project(s)? _____ _____
How might the Proponent mitigate this risk: _____ _____



Erosion and Sediment Control Challenges	
How might this be a risk to the Project(s)? _____	
How might the Proponent mitigate this risk: _____	
Other Risks and Mitigations	
Risk	Mitigation Measure



**3.3 Proposal Form - Schedule B (Pricing Form)**

Schedule of Approximate Quantities and Unit Prices For

LANDSCAPE CONSTRUCTION AND MAINTENANCE  
CAP2024

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

**3.4 Proposal Form - Schedule C (Force Account Rates)**

**WORD TEMPLATES OF PROPOSAL FORM AVAILABLE UPON REQUEST**

- 3.4.1 The following Schedule to the Proposal Form is included with and forms part of the Proposal. The content provided on these forms will be used by the Town as information only.
- 3.4.2 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
Project Manager (mandatory)		
Site Superintendent (mandatory)		
Safety Lead (mandatory)		
Foreman (mandatory)		
ISA Certified Arborist (mandatory)		
Survey - 1/2 day		
Survey - Full day		

**Equipment**

Description	Model/Size	Hourly Rate

Note: Add additional tables as needed to list positions and equipment)

### 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  
LANDSCAPE CONSTRUCTION AND MAINTENANCE  
CAP2024

#### Preamble

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

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

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

#### 4.1 Preamble and Schedules

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

#### 4.2 Obligations

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;
- 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;
- c. Provide to the Town the Bonds and Insurance Certificates as specified in the Standard General Conditions, Subsection 5.10 Bonds and Subsection 5.11 Insurance;
- 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;
- 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 Project Milestones Dates as negotiated with the Contractor at the start of each Project, subject to Subsection 5.4.11 and 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.

**4.3 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. Consent of Surety
6. Performance Bond
7. Labour and Material Payment Bond
8. Certificate of Insurance or Letter of Insurability
9. Section 4.0 Contract Agreement
10. Section 5.0 Standard General Conditions
11. Section 6.0 Special Conditions (if applicable)
12. Town of Canmore Engineering Design and Construction Guidelines
13. Letter of Award
14. Technical Specifications
15. Technical Drawings

**4.4 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 Materials, or Product not in accordance with this Agreement.

#### **4.5 Time**

The contractor acknowledges that:

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

#### **4.6 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.

#### **4.7 Contract Extensions**

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

#### **4.8 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.

#### **4.9 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.

#### **4.10 Notices**

Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") to the Owner 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: Trevor Reeder

- 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.*

## 5.0 Standard General Conditions

### 5.1 Definitions and Documents

#### 5.1.1 Definitions for this Contract:

- g) "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.
- h) "Approved Equal" shall mean an equivalent material approved by the Engineer
- i) "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.
- j) "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.
- k) "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.
- l) "Certificate of Substantial Performance" means a certificate issued by the Contractor pursuant to Item 5.6.5 of these Standard General Conditions.
- m) "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.
- n) "Construction Completion Date" means the date of construction completion as described in Standard General Conditions Item 5.6.6. The construction completion date will be set by the Owner and identified in the Proposal Documents.
- o) "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 5.6.6, has been completed.
- p) "Construction Health and Safety Plan (CHSP)" means a plan outlining how health and safety will be managed during the Work.
- q) "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.

- r) "Contract" means this agreement entered into between the Town and the Contractor and includes all of the documents listed in the Contract Agreement.
- s) "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 and such other documents as are identified as such in the Contract Agreement.
- t) "Contract Schedule" means the dates outlined in this Contract under the Milestone Dates and Construction Completion Date.
- u) "Contractor" means the Contractor named in the Contract.
- v) "Contract Sum" means 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 Sum 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.
- w) "Disease Mitigation Measures" means measures to comply with any Disease Mitigation Guidelines in place from time to time.
- x) "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
- y) "Day" shall mean a calendar day.
- z) "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 to him. 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".
- aa) "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.
- bb) "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.
- cc) "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.
- dd) "Milestone Dates" means specific progress point(s) on the critical path for construction of the Project as identified in the Contract Schedule.
  - ee) "Natural Causes" means any cause in which human beings are not the main culprit of damage or death to plants, and includes but is not limited to diseases, pests, animals, and climatic stress.
  - ff) "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.
  - gg) "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.
  - hh) "Plant" means collectively all tools, implements, machinery, vehicles, structures, equipment and other things required for the execution of the Work provided by the Contractor.
  - ii) "Prime Cost Sum" means the amount specified by the Town in the Proposal Form representing an estimate for the cost of performance of a portion of the Work.
  - jj) "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.
  - kk) "Project" means the individual projects described in Section 1.0 – Invitation to Tender.
  - ll) "PPCLA" means the Prompt Payment and Construction Lien Act, R.S.A. 2000, c. P-26.4.
  - mm) "Proper Invoice" means an invoice as defined in Part 32.1(I) of the PPCLA.
  - nn) "Proponent" shall mean the individual, firm, partnership, corporation or combination thereof who as an independent entity has submitted a bonafide Proposal on this Project.
  - oo) "Proposal" means the Contractor's complete bonafide written offer to perform the Contract in response to the Town's Request for Proposals.
  - pp) "Proposal Documents" means all documents listed in Item 1.1.10 in the Invitation to Tender.
  - qq) "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.
  - rr) "Request for Information" means a request for missing information, or clarification on conflicting information, submitted by the Contractor to the Engineer.
  - ss) "Security" means a Performance Bond and a Labour and Material Payment Bond pursuant to General Condition 5.10.1.

- tt) “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.
- uu) “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
- vv) “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.
- ww) “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.
- xx) “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.
- yy) “Substantial Performance” shall have the meaning as described in the PPCLA, with respect to the work of the Contractor and Subcontractors under this Contract.
- zz) “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.
- aaa) “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.
- bbb) “Request for Proposals Period” is the time between the date of issue for the Request for Proposals and the RFP Closing.
- ccc) “Total Contract Sum” is the Contract Sum plus G.S.T.
- ddd) “Town” or “Owner” means the corporation of the Town of Canmore as represented by the Senior Manager of the Department or designate.
- eee) “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.
- fff) “Warranty Period” means that period of time as described in Item 5.6.8 of these Standard General Conditions.
- ggg) “Work” means all work to be performed by the Contractor under the Contract, including:
  - i. all construction work;
  - ii. all services and work of the Contractor’s Subcontractor’s;
  - iii. the supply of Materials and Products and their incorporation into the Project;
  - iv. the supply of construction equipment;
  - v. operations or maintenance services as may be required under the Contract;
  - vi. temporary works and services;

- vii. 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;
  - viii. Warranty Work; and
  - ix. 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.
- hhh) "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:
- i. the Construction Health and Safety Plan;
  - ii. any further plans required by the Special Conditions, which may include inspection plans, environmental management plans, or quality management plans;
  - iii. 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;
  - iv. the sequence of activities, or critical path, and method for performance of the Work; and
  - v. a detailed Construction Schedule, including dates for completion of Milestone Dates.
- iii) "Working Day" means days other than Saturdays, Sundays and statutory holidays.
- jjj) "Work Site" means the areas outlined in the Contract, or otherwise designated by the Town, in which the Work takes place.
- 5.1.1.1 Words in the singular include the plural, and words in the plural include the singular where the context so requires.
- 5.1.1.2 This Contract shall be construed and governed by the laws of the Province of Alberta and the applicable federal laws of Canada.
- 5.1.1.3 When a provision in this Contract requires something to be done by a certain time of day, the time shall be the time displayed at: <https://time.is/MT>
- 5.1.1.4 The Town is entering into this Contract in its capacity as an owner of real property and not in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta and nothing in this Contract shall constitute the granting by the Town of any approval or permit as may be required pursuant to the Municipal Government Act, R.S.A. 2000, c. M-26. The Town, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions stated in this Contract, and nothing in this Contract restricts the Town, its municipal council, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a municipal government, as a municipal council and as the officers, servants and agents of a municipal government.

### 5.1.2 Documents

- 5.1.2.1 The documents incorporated in the Contract are complementary and what is called for by anyone shall be as binding as if called for by all. The intention of the Contract is to include labour, materials, products, equipment, supervision and transportation necessary for the proper execution of the Work. Descriptions of Products, Material, or work in words that have well known technical or trade meanings, shall be held to refer to such recognized meanings.
- 5.1.2.2 In the event of conflict between documents incorporated into the Contract the following shall apply:
  - a) The hierarchy of documents provided by Section 4.2 shall apply.
  - kkk) Documents of a later date shall govern.
  - lll) Figured dimensions shown on Drawings shall govern over scaled dimensions.
  - mmm) Drawings of a larger scale shall govern over those of smaller scale of the same date.
- 5.1.2.3 The Contractor shall keep one copy of the Contract including Drawings, Specifications, and Shop Drawings on the Work Site, in good order and available to the Town.
- 5.1.2.4 All units in documents provided by the Contractor shall be in metric units.

### 5.1.3 Drawings and Specifications

- 5.1.3.1 The Work is detailed in the Specifications and accompanying Drawings as listed, together with such other working and detailed drawings as may be provided to the Contractor from time to time during the progress of the Work.
- 5.1.3.2 The Work is intended to be a complete Work in every respect. The Contractor shall abide by and comply with the Drawings and Specifications taken as a whole, as these are intended to comprise everything necessary for the completion of each portion of the Work.
- 5.1.3.3 Unless expressly excluded, any portion of the Work, Materials or Products shown on the Drawings and not described in the Specifications, or any portion of the Work, Materials, or Products described in the Specifications and not shown on the Drawings, which is reasonably implied by and evidently necessary and usually provided for each portion of the Work shall be done or supplied by the Contractor as if it were both shown and specified.
- 5.1.3.4 Any references to recognized standard specifications, such as 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.
- 5.1.3.5 The Contractor shall assume full responsibility for the interpretation of the Specifications and Drawings for Subcontractors.
- 5.1.3.6 Should any dispute arise respecting the Drawings or Specifications or should any portion of the Drawings or Specifications be obscure or capable of more than one interpretation, the dispute shall be decided

by the Town whose decision shall be final unless the Contractor disputes the decision and refers the disputed decision for resolution in accordance with Subsection 5.13 - Disputes.

5.1.3.7 The Contractor shall bring to the attention of the Town, in writing and in a timely manner, any inconsistencies or discrepancies the Contractor has discovered in the Drawings or Specifications. Where the Contractor fails to do so, the Contractor shall be held responsible for correcting its work in accordance with the Town's requirements. The Contractor shall bear all the costs of these corrections.

5.1.3.8 Notes on the Drawings shall be considered part of the Specifications.

#### 5.1.4 Clarifications

5.1.4.1 The Town may on its own initiative or upon request of the Contractor, provide clarifications by means of drawings, Site Instructions or otherwise which, in the Town's opinion, are necessary for the execution of any aspect of the Work. All clarifications shall be consistent with the Contract and the Work shall be executed in conformity with the clarifications. In providing such clarifications, the Town shall have authority to make minor changes in the Work, consistent with the Contract.

5.1.4.2 If either the Contractor or the Town so requests, they shall jointly prepare a revised schedule incorporating the clarifications. In the event that the Contractor believes that the clarifications require changes to the Contract Sum or changes to the Contract Schedule for completing the Work or portions of the Work, then the Contractor shall give notice to the Town and provide the information required for the issuance of a Change Order in accordance with Article 5.4.11 – Changes to the Work within five (5) Working Days of receipt of the clarifications.

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

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

5.1.5.1 All Drawings, Specifications designs 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.

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

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



## 5.2 Contractor

### 5.2.1 Superintendent

- 5.2.1.1 The Contractor shall give thorough, knowledgeable, proactive, and efficient supervision to the Work.
- 5.2.1.2 The Contractor shall ensure that a competent superintendent and any necessary assistants are at the Work Site during the progress of the Work. The superintendent shall be satisfactory to the Town and shall not be changed without the written consent of the Town, unless the superintendent proves to be unsatisfactory to the Contractor or ceases to be in the Contractor's employ.
- 5.2.1.3 The superintendent shall represent the Contractor on the Work Site. Any written directions, instructions or orders relating to the Work provided by the Town to the superintendent shall be considered sufficient notice of such written directions, instructions or orders to the Contractor.

### 5.2.2 Employees, Wages and Working Conditions

- 5.2.2.1 The Contractor is responsible for employing individuals to do the Work who are skilled and suitable on the portion of Work assigned to them.
- 5.2.2.2 The Contractor covenants and agrees that wages and working conditions of all persons employed by the Contractor or by any Subcontractor shall be fair and reasonable, having regard to the general level of wage rates and working conditions prevailing in the Canmore area for the duration of the Contract.
- 5.2.2.3 In the event of a dispute arising as to what are prevailing fair and reasonable wages and working conditions in the Canmore area, it shall be determined by the Town whose decision shall be final.

### 5.2.3 Subcontractors

- 5.2.3.1 The Contractor agrees that the list of names of Subcontractors supplied with its Proposal is the list of Subcontractors that it proposes to use to carry out those parts of the Work noted. The Contractor shall not make any change to the list of Subcontractors unless approved in writing by the Town.
- 5.2.3.2 The Town may object to a Subcontractor if the Town is in litigation or arbitration with the Subcontractor or an affiliate or associate of the Subcontractor or if the Town determines that a Subcontractor's performance or the performance of an affiliate or associate of a Subcontractor on previous contracts with the Town is unsatisfactory. If the Town objects to a Subcontractor proposed by a Contractor, the Contractor shall nominate another Subcontractor acceptable to the Town.
- 5.2.3.3 The Town may, at the request of a Subcontractor, provide a Subcontractor with information of the amounts certified to that Subcontractor's account.

- 5.2.3.4 The Contractor shall be responsible to the Town for the acts and omissions of Subcontractors and persons directly or indirectly employed by them.
- 5.2.3.5 Nothing contained in the Contract shall create any contractual relation between any Subcontractor and the Town.
- 5.2.3.6 The Contractor shall bind every Subcontractor to the terms and conditions of the Contract to the extent that those terms and conditions apply to the portion of the Work to be carried out by the Subcontractor.

#### 5.2.4 Other Contractors

- 5.2.4.1 The Town reserves the right to award separate contracts in connection with the undertaking, of which the Work is a part, and the Contractor shall properly connect and co-ordinate the Work with that of Other Contractors to whom contracts are awarded. Any change in the costs incurred by the Contractor in the planning and performance of the Work that was not shown or included in the Contract shall be evaluated as provided herein under Item 5.6.2 – Valuation of Change
- 5.2.4.2 If any part of the Work to be performed by the Contractor depends for its proper execution or result upon the work of any Other Contractor, as outlined in Article 5.2.4.1, the Contractor shall promptly report to the Town in writing any unfinished work or defects in the work of the Other Contractor that may interfere with the proper execution of the Work. Should the Contractor fail to report the defects, the Contractor shall have no claim against the Town by reason of the defective or unfinished work of any Other Contractor except for latent defects not reasonably noticeable at the time of the commencement of the Work.
- 5.2.4.3 In awarding separate contracts the Town shall be responsible for the co-ordination of insurance coverage.

### 5.3 Products

#### 5.3.1 Products and Equipment

- 5.3.1.1 Unless stipulated otherwise in the Contract, the Contractor shall provide and pay for all Materials, Products, labour, light, power, heating, water and everything else necessary for the execution of the Work.
- 5.3.1.2 Unless specified otherwise in the Contract, Materials and Products to be incorporated in the Work shall be new and workmanship and Materials and Products shall be of good and merchantable quality, and not less than the quality specified.
- 5.3.1.3 The Contractor shall, if required by the Town, furnish satisfactory evidence of such quality of the Materials and Products to be incorporated in the Work. The Contractor shall furnish for the Town's approval such samples as the Town may reasonably require. The Work shall be in accordance with approved samples.
- 5.3.1.4 If the Contractor provided the Town with a list of its Material and Product manufacturers in its Bid, the Contractor shall not change

those Material or Product manufacturers without obtaining the prior written permission of the Town.

- 5.3.1.5 If the Contractor provided the Town with a list of equipment in its Proposal, the equipment listed shall be used in the Work unless otherwise permitted by the Town in writing.

#### 5.3.2 Delivery and Storage of Products

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

## 5.4 Execution of the Work

### 5.4.1 Surveys and Plans

- 5.4.1.1 The Town will provide plans describing the limits of the Work Site, easements and rights-of-way.
- 5.4.1.2 Surveys required to replace survey pins destroyed or damaged by the Contractor shall be at the Contractor's expense.
- 5.4.1.3 The Contractor shall provide surveys required in the execution of the Work at the rates provided by the Contractor, and shall on request furnish to the Town copies of plans of those surveys.

### 5.4.2 Utilities

- 5.4.2.1 If it is necessary to work on or near any Utilities, the Contractor shall at its own expense support the Utility to maintain uninterrupted service. Any damage caused by the Contractor's operations must be made good at the Contractor's expense and the Contractor shall be liable for all claims against or by the Town arising in any way from interference with the Utility by the Contractor.
- 5.4.2.2 No additional compensation shall be allowed to the Contractor for any delays, inconvenience or damage sustained due to interference from any Utility or the operation of moving a Utility whether temporarily or permanently, and the interference or move shall be given due consideration in the scheduling of the Work and shall be undertaken at the scheduled time unless alternate arrangements are made with the Town.
- 5.4.2.3 The Contractor shall notify the operator of any Utility affected by the Work not less than 48 hours prior to working on or near the Utility. The

Contractor shall comply with all directions issued by the Utility operator in relation to the Utility.

5.4.2.4 The Contractor shall notify all Utility operators and ensure that Utility lines are staked prior to commencement of the Work. Such staking shall not be deemed to be a representation or warranty by the Town that the Utility has been properly located.

5.4.2.5 The Town or Utility operator gives no representation or warranty that the location of any such Utility line or structure is marked correctly or marked at all on the Drawings.

#### 5.4.3 Cutting and Remedial Work

5.4.3.1 The Contractor shall do cutting and remedial work that may be required to make the several parts of the Work fit together properly.

5.4.3.2 The Contractor shall co-ordinate the schedule for the Work to ensure that the cutting and remedial work and time are kept to a minimum.

5.4.3.3 Should the Town or anyone employed by the Town be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided herein and added to the Contract Sum.

5.4.3.4 The Contractor shall not endanger any existing work by cutting, digging or otherwise and shall not cut or alter the work of any Other Contractor unless otherwise directed by the Town.

#### 5.4.4 Road Use and Excavation Permit

5.4.4.1 A Road Use and Excavation Permit Application must be obtained for all work and/or construction blockages within any municipal street, or lane right of way and prior to excavating within the Town's streets, roads, rights-of-way, easements, reserves and public lands.

5.4.4.2 Town will waive fees normally charged for the Road Use and Excavation Permit for this project; however the Contractor must still make applications for these permits.

5.4.4.3 The permit may be obtained online from the Town's website at <https://canmore.ca/business/find-a-form>.

#### 5.4.5 Permission to Use Water for Construction and Maintenance

5.4.5.1 The bulk water station is the only water source available for projects. It is located at 1251 Palliser Trail. The user shall follow the rules of use as established by EPCOR Water Services. No Town hydrant shall be used as a water source.

5.4.5.2 Bulk water account and associated passcode must be obtained from the Owner prior to the use of the water station.

5.4.5.3 Any issues with the Bulk Water Station should be reported to EPCOR Water Services at (403) 609-4789.

#### 5.4.6 Notification of Businesses and Residents

5.4.6.1 If required, notices will be prepared by the Town based on information provided by the Contractor. Notices will be printed on the Town's

letterhead and will be distributed by the Town. Notices will include a description of the work and how this will affect the business/resident. The Contractor shall provide in a timely manner all details required for the Town to prepare accurate notices including a description of the work and how this will affect the business/resident, the proposed Construction Schedule which shall give dates of construction in affected areas.

- 5.4.6.2 At each progress meeting the contractor shall provide to the Town a 2 to 4 week look ahead schedule for the upcoming Work allowing the Town to compose accurate notification to be delivered to nearby homeowners and business and posted to the internet.

#### 5.4.7 Traffic Control

- 5.4.7.1 The Contractor shall prepare a traffic control plan in conjunction with any Road Use and Excavation Permit, showing streets which require closing, detour routes and signage to allow construction and submit to the Engineer for approval prior to the pre-construction meeting.
- 5.4.7.2 The Contractor must stage traffic control during construction to provide safe and efficient movement of vehicles and pedestrians.
- 5.4.7.3 The Contractor shall maintain residential and commercial access at all times for the duration of construction.
- 5.4.7.4 The Contractor shall maintain access for emergency vehicles at all times.
- 5.4.7.5 The Contractor shall arrange for and maintain all detours and provide appropriate detour signing. Detour plans shall be submitted to the Engineer for approval prior to implementation.
- 5.4.7.6 The Contractor must apply for a Town of Canmore Road Use and Excavation Permit for all work and/or construction blockages within any municipal street, or lane right of way.
- 5.4.7.7 If traffic control measures are not to the satisfaction of the Owner, the Engineer will request changes. If the Contractor does not comply with the Engineer's request, the Engineer will request the Owner to perform the necessary changes and any costs will be deducted from the Contract Sum.
- 5.4.7.8 The Contractor must supply, install and maintain signs, barricades (must bear Contractor's or rental firm name), flashing lights, other industry standard safety devices and competent, correctly equipped flag-persons necessary to handle traffic around and through the job sites and through designated detour routes.
- 5.4.7.9 Before interfering with traffic flows, submit if requested by the Engineer, for his approval and information a sketch plan showing proposed layout of signs, barricades and lights.
- 5.4.7.10 Failure to properly place and maintain devices will result in the issuance of a stop work order until the problem is rectified, or will cause the Owner to place and maintain such devices and the cost will be deducted from the Contract Sum.

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

#### 5.4.8 Pedestrian Traffic and Cyclist Safety

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

- 5.4.8.2 Pedestrian and cyclist traffic must be physically separated from workers and equipment in the work area. Accommodations must be made for a safe passage through or around the work area. This may require the use of barricades to separate the worksite from the walkway. It may be necessary to use bridges (complete with handrails) and sheltered walkways. All measures to protect pedestrians and cyclists shall be submitted to the Engineer for approval prior to implementation.

- 5.4.8.3 A pedestrian detour route must provide a reasonably safe, continuous, accessible and convenient route with a smooth hard surface and accessible features consistent with the affected facility. Detectable warnings are required at temporary asphalt pedestrian curb ramps.

- 5.4.8.4 It is important to consider the wide-ranging needs of pedestrians. All pedestrian detours need to be wheelchair accessible, with the inclusion of temporary ramps when necessary. In addition, all barriers, signs, and other obstructions must be detectable via a cane. No obstructions should protrude into the walk zone (at or below head height).

- 5.4.8.5 Depending on the balance of vehicle to pedestrian traffic, a parking or travel lane adjacent to the work site can be used to provide a temporary pedestrian detour, provided that the route is clearly defined and adequately separated from traffic. A pedestrian detour route must provide a reasonably safe, continuous, accessible and convenient route with a smooth hard surface and accessible features consistent with the affected facility. Detectable warnings are required at temporary asphalt pedestrian curb ramps.

- 5.4.8.6 Complete sidewalk or pathway closures that force pedestrians to use the other side of the street should only be done as a last resort. If it is necessary to direct pedestrians to the other side of the road, signage must be placed in advance of the intersections closest to either end of the construction zone. This will allow pedestrians to cross at the intersection, prior to entering the construction zone. Additional barricades and signage should also be placed directly adjacent to the work area, to reinforce that the sidewalk is closed in the work zone.

- 5.4.8.7 A bicycle detour route must provide a reasonably safe, continuous, accessible and convenient route with a smooth hard surface and features consistent with the affected facility.

#### 5.4.9 Parking

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

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

- 5.4.10.1 The Contractor must not park diesel and natural gas-powered vehicles or construction equipment on the Work Site for more than five consecutive minutes with the engine operating unless the operation of the engine is essential for the performance of the Work or for initial warm-up of the engine or during periods of cold weather below -10 degrees Celsius.
- 5.4.10.2 The operator of a vehicle or of construction equipment that is being operated on the Work Site must remain with the vehicle or construction equipment at all times when the vehicle or construction equipment are in operation.

5.4.11 Changes to the Work

- 5.4.11.1 The Town may at any time during the execution of the Work direct that additions, deletions, or changes be made to the Work or amend the Completion Date.
- 5.4.11.2 Except as provided for in Article 5.8.7 – Emergencies, no change shall be made unless in pursuance of a Change Notice, Change Order or Site Instruction duly signed by the Town and no claim for an addition to or deduction from the Contract Sum or Contract Schedule shall be valid unless confirmed by a Change Order.
- 5.4.11.3 Before any Change Order is issued, the Contractor shall present a proposal in writing, naming the price together with a complete and detailed breakdown of price or cost estimate consistent with the method of valuation of change as outlined in Article 5.6.2 – Valuation of Change.
- 5.4.11.4 The Contractor shall include in its proposal detailed information 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 Contract Schedule for completing the Work or portions of the Work due to the change.
- 5.4.11.5 The Contract Sum or Contract Schedule for completing the Work or portions of the Work shall be adjusted only by a Change Order signed by the Town. A Change Order shall not be regarded as conferring an extension to the Contract Schedule dates unless expressly stipulated.
- 5.4.11.6 All issued Change Orders and approved extra work shall be incorporated in the Contractor's progress reporting and shall be tracked to Construction Completion. Change Orders and extra work shall be considered part of the Contractor's scope of work, and completion of all issued Change Orders and approved extra work shall be required for the Contractor to achieve Construction Completion.
- 5.4.11.7 The Contractor must submit all invoices for Work issued in a Change Order on the next monthly Progress Payment and no later than sixty (60) days after completing the Work.

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

5.4.11.9 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

#### 5.4.12 Inspection of Work

5.4.12.1 The Town shall be entitled to access the Work Site for inspection at all times. The Contractor shall provide to the Town or the Town's agents proper facilities for such access and inspection.

5.4.12.2 If the Specifications, Site Instructions, Change Order, or an Applicable Law requires any portion of the Work to be specially tested or approved, the Contractor shall give the inspecting authority timely notice when that portion of the Work is ready for inspection. Inspection by the Town shall be promptly made. If the inspection is by an authority other than the Town, the Contractor shall provide notification to the Town of the date and time fixed for the inspection.

5.4.12.3 If any portion of the Work requiring inspection is covered up without inspection, the Contractor shall, if required by the Town, uncover that portion for examination by the Town at the Contractor's expense.

5.4.12.4 The Contractor shall furnish promptly to the Town one electronic copy, in pdf format, of all certificates and inspection reports related to the Work.

5.4.12.5 The Town may order the Contractor to uncover any part of the Work for examination as the Town shall direct. Subject to 5.4.12.3 if such Work is found to be in accordance with the Contract, the Town shall pay the cost of uncovering, examination and reinstatement. If such Work is found not to be in accordance with the Contract, the Contractor shall pay the costs of uncovering, examination, replacement and reinstatement.

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

#### 5.4.13 Workmanship

5.4.13.1 The Contractor shall do the work in an orderly and workmanship-like manner by qualified, careful, and efficient workers and in strict accordance with the provisions of this Contract. The Engineer may require the removal from the work, any employee of the Contractor or of the Subcontractor who, in the Engineer's opinion, may be incompetent, careless, or not qualified to perform the work assigned to him or who may be otherwise insubordinate or guilty of improper conduct.

#### 5.4.14 Rejected Work



- 5.4.14.1 The Town will notify the Contractor of any portion of the Work that the Town has determined does not conform to the Contract, regardless of cause.
- 5.4.14.2 The Contractor shall, at its sole expense, rectify the rejected work within the timeline required by the Town. The Contractor shall also be responsible for any costs or expenses incurred in repairing or redoing the work of Other Contractors destroyed or damaged by the rectification.
- 5.4.14.3 If the Contractor does not rectify the rejected work within the time required by the Town, the Town may replace such Work in accordance with Item 5.12.1 – Town’s Right to do Work.
- 5.4.14.4 If, in the opinion of the Town, it is not expedient to correct rejected work, the Town may deduct from the Contract Sum the difference in value between the work as done and that called for in the Contract, the amount of which shall be determined by the Town.

5.4.15 Cleaning Up

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

5.4.16 Delays

- 5.4.16.1 If the Contractor is delayed in the completion of the Work by any wrongful act or negligence of the Town, or any Other Contractor employed by the Town, or employee of one of them, then the time of completion shall be extended for such reasonable time as the Town may decide.
- 5.4.16.2 If the Contractor is delayed in completion of the Work by Force Majeure as defined herein then the time of completion shall be extended by the Town for a period of time equal to the time lost due to such delays. Force Majeure means war, acts of terrorism, geopolitical instability, civil unrest, unavoidable casualties, natural disasters, fire, official states of emergency, disease outbreaks or epidemics resulting in the issuance of Disease Mitigation Guidelines, labour disputes, strikes, 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.

- 5.4.16.3 In addition, and without limit to the foregoing, the time of completion may be extended because of any cause whatsoever within the Contractor's control that the Town may decide as justifying a delay and for such reasonable time as the Town will decide.
- 5.4.16.4 Notwithstanding the foregoing, no extension shall be made for delay unless the Contractor provides to the Town written notice within five (5) Working Days of the commencement of the Force Majeure.
- 5.4.16.5 No payment shall be made to the Contractor as compensation for damages for delays or hindrances in the progress of the Work resulting from a Force Majeure or any cause whatsoever unless the delay is due to an act or negligence of the Town.
- 5.4.16.6 The Contractor acknowledges that any delays in the Contract Schedule for completing the Work or portions of the Work may cause delays in the work of Other Contractors. Without limiting the generality of Articles 5.9.2.1 and 5.9.2.2, the Contractor will be responsible for any claims from Other Contractors relating to such delays if they are a result of the Contractor's action or inaction.
- 5.4.16.7 No changes to the Contract Sum or Contract Schedule for completing the Work or portions of the Work shall be made unless such change is confirmed by a Change Order signed by the Town.

#### 5.4.17 Delay Costs

- 5.4.17.1 As time is of the essence in this Contract, the Town may incur additional costs and expenses (the "Delay Costs") if the Contractor has not completed the Work by the scheduled portion of the work by the Milestone Dates or the Construction Completion date. The Delay Costs will consist of the following:
  - a) additional fees payable by the Town to the Engineer on a per diem basis according to the Engineer's personnel rates;
  - b) Town personnel costs associated with the delay, in an amount determined by the Town; and
  - c) any additional costs or loss of revenue incurred by the Town due to the delay.
- 5.4.17.2 The Contractor will be required to pay the Delay Costs if the Contractor fails to complete the Work, or the applicable portion thereof, by the applicable scheduled Milestone Dates or Construction Completion date. The Town may set off these Delay Costs from any amounts due to the Contractor. This right is in addition to any other right or remedy that the Town may have in law or equity with respect to the Contractor.

## 5.5 Site Condition

### 5.5.1 Subsurface Conditions

- 5.5.1.1 If the Contractor finds that subsurface conditions at the Work Site are substantially different from those indicated in the Contract or otherwise represented by the Town to the Contractor, and such conditions may affect the execution of the Work with respect to time, material, cost or otherwise, then the Contractor shall immediately notify the Town and confirm such notification in writing within two (2) Working Days of finding such substantial difference in conditions.
- 5.5.1.2 The notice provided by the Contractor must contain a description of the subsurface conditions and the Contractor's estimate as to the effect that the conditions will have on the execution of Work with respect to time, material, cost or otherwise.
- 5.5.1.3 The Town will promptly investigate such conditions and if it finds that the subsurface conditions are substantially different from those indicated in the Contract then the Town will issue a Site Instruction or a Change Order.
- 5.5.1.4 If the Contractor fails to notify the Town of any substantial difference in site conditions as required in Article 5.5.1.1, then the Town may not authorize a change to the Contract Sum or Contract Schedule and the Contractor shall be responsible for any increased cost or delay that is associated with the substantial difference in subsurface conditions.

#### 5.5.2 Existing Surface Conditions

- 5.5.2.1 The Contractor shall examine the site of the proposed work, prior to submitting a Proposal, and ascertain that the location, size and depth of surface structures, including roadway and concrete structures, landscaping and utilities, as shown on the drawings and described in these Contract Documents, represent the actual conditions.
- 5.5.2.2 The Contractor shall report immediately any discrepancies between the details shown on the drawings and the actual field conditions, or any omissions to the drawings and/or other documents, to the Engineer.

## 5.6 Payments and Certificates

#### 5.6.1 Applicable Taxes

- 5.6.1.1 All references to costs, expenses, and payments in this Contract shall be considered to include any GST, other applicable federal, provincial, and municipal taxes, or other taxes associated with such costs, expenses, or payment unless otherwise noted.
- 5.6.1.2 In each application for payment, the Contractor shall indicate the GST as a separate amount calculated on the net Contract Sum payable on that application, that is, accrued Contract Sum less holdback less the total of previous payments. The GST on the holdback will be payable together with the release of the holdback.

#### 5.6.2 Valuation of Change

- 5.6.2.1 The value of any change in the Work shall be determined by the Town in one or more of the following ways:

- a) By unit prices indicated in the Proposal Form or as otherwise agreed by the Town and the Contractor;
  - a) By estimate and acceptance in a lump sum;
  - b) By cost plus percentage;
  - c) As provided for in the Special Conditions; or
  - d) 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 5.13 - Disputes.
- 5.6.2.2 Prior to commencing execution of the extra work, the Contractor shall submit to the Town both regular and overtime labour hourly rates.
- 5.6.2.3 For the purpose of Article 5.6.2.2, the labour rates shall include only the actual wage paid to the employee, plus the payroll burden plus an overhead allowance of 15%.

The payroll burden shall consist of the Contractor's required payment for Canada Pension Plan, Employment Insurance, Workers' Compensation, employee pension plans, vacation allowance, medical benefits and any other payments required by law.
- 5.6.2.4 The Contractor shall provide a detailed breakdown of the proposed labour rates showing clearly how the makeup of the rate conforms to Article 5.6.2.3. The Town may audit the rates for compliance.
- 5.6.2.5 Unless agreed to in writing by the Town, all extra work will be valued at regular labour rates.
- 5.6.2.6 The Town will not pay for vehicles used to transport workers.
- 5.6.2.7 The Contractor shall not charge supplemental cost for bonding. Bonding shall be included in the allowed profit and overhead mark-ups defined in Article 5.6.2.9.
- 5.6.2.8 When the Town orders a change to the Work requiring extra work and valued under Article 5.4.11 **Error! Reference source not found.**, 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 b).
- 5.6.2.9 When the Town orders a change to the Work requiring extra work and it is performed by the Contractor's own forces and valued under Article b), 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:

<p>Labour:</p>	<p>All labour listed in Schedule C (Force Account Rates) shall be at the rate listed in the form inclusive of profit and markups.</p> <p>All labour necessary to perform the change but not listed in Schedule C (Force Account Rates) shall be paid at labour rates accepted by the Town plus 10% for profit.</p> <p>Extra work will be valued based on regular labour rates. Overtime rates will not be accepted unless pre-approved by the Town.</p>
<p>Small tools:</p>	<p>Included in the labour rate and/or overhead allowance.</p>
<p>Materials:</p>	<p>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.</p>
<p>Equipment:</p>	<p>All equipment listed in Schedule C (Force Account Rates) shall be paid at the rate listed in the form inclusive of profit and markups.</p> <p>All equipment necessary to perform the change but not listed in Schedule C (Force Account Rates) shall be paid at the 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.</p>
<p>Equipment not owned by the Contractor and not in Schedule C (Force Account Rates) or covered by ARHCA rates:</p>	<p>Actual rental cost plus 5% for overhead. Invoice(s) to be submitted.</p>
<p>Transport of equipment:</p>	<p>Transport of equipment will only be accepted if the equipment is not already present at the Work Site.</p>

- 5.6.2.10 When a Subcontractor performs the extra work and the payment to the Contractor is on a cost-plus percentage basis, the Town will pay the Contractor:
- e) 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
  - f) a mark-up for overhead allowance and profit, not exceeding 10%, on top of the Subcontractor's price. This mark-up shall take account of all additional costs required to ensure that the Subcontractor undertakes the extra work in accordance with the Contract. The Contractor supervision of Subcontractor shall be pre-approved by the Town prior to extra work being undertaken.

### 5.6.3 Application for Payment

- 5.6.3.1 Application for payment in the form of a Proper Invoice shall be made monthly, in the first week of each month as the Work progresses, for the value of Work performed and Products incorporated in the Work for the previous month.
- 5.6.3.2 Where payment is on the basis of a lump sum price as indicated in the Proposal Form, the Contractor shall, before the first application for payment submit to the Town a schedule of values and projected 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, divided so as to facilitate evaluation of progress claims, and be made out in a form and supported by evidence as the Town may direct.
- 5.6.3.3 Where payment is on the basis of unit prices as indicated in the Proposal Form, the Contractor shall, before the first application for payment, submit to the Town a projected cash flow aggregating the total Contract Sum.
- 5.6.3.4 Each Proper Invoice shall be accompanied by:
- a) a statement of amounts claimed based on the schedule of values, including any authorized change, if payment is on the basis of a lump sum price as indicated in the Proposal Form;
  - g) 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;
  - h) an updated cash flow projection;
  - i) such evidence as the Town may direct showing the Contractor's entitlement to the payment claimed;
  - j) notification of any liability which may fall upon the Town if not paid for by the Contractor; and
  - k) Statutory Declaration regarding material, subcontractor and labour payment

- l) maintenance logs for Work completed during the Maintenance and Warranty period.

- 5.6.3.5 Each Proper Invoice shall become due and payable by the Town within twenty-eight (28) days of receiving a Proper Invoice.
- 5.6.3.6 The Town will, within fourteen (14) days of receiving a Proper Invoice, advise the Contractor promptly in writing if it is disputing the amount of the Proper Invoice. The Town and the Contractor shall try, in good faith, to reach agreement on the amount prior to the twenty-eight (28) days limit set above. Any remaining amount not disputed shall be paid as per 5.6.4.5.
- 5.6.3.7 Payment shall be determined as the accrued amount approved less the holdback amount as defined in Item 5.6.4 – Holdbacks, less the total of previous approved payments.
- 5.6.3.8 No payment shall be made if any lien or charge is filed in respect to the Work performed or Materials or Products furnished under the Contract. The Town shall not be obligated to make further payments until the Contractor provides evidence that the Work is clear of liens and any other charges arising out of the Contractor's execution of the Work. Without limiting the generality of the foregoing or any other right or remedy of the Town, if a lien in respect of the Work is registered and such registration is not discharged within ten (10) days after notice by the Town to the Contractor to discharge such lien, then the Town may settle and pay the claim for such lien or make such court application and make such payments into court as the Town deems necessary, in its absolute discretion, to discharge such lien. All amounts paid by the Town to obtain a discharge of such lien or otherwise incurred by the Town arising from the registration of such lien, including legal costs on a solicitor and his own client basis, shall be paid by the Contractor to the Town and the Town may deduct all such amounts from payments otherwise due to the Contractor.
- 5.6.3.9 The Town may review its records with respect to business licensing, taxation and assessment and other accounts receivables prior to making any payment to the Contractor. The Town may set off any overdue accounts owed by the Contractor to the Town against any amounts otherwise payable to the Contractor pursuant to the Contract.

#### 5.6.4 Holdbacks

- 5.6.4.1 The Builder's Lien holdback amount shall be 10% of the accrued amount certified unless specified otherwise in the Special Conditions
- 5.6.4.2 In addition to the foregoing, the Town shall have the right to retain an additional holdback to the extent necessary to protect the Town from loss on account of one or more of the following:
  - a) the Contractor, in the opinion of the Town, is not making satisfactory progress toward the scheduled Milestone Dates and Completion Date,
  - b) rejected Work has not been remedied;

- c) claims have been filed relating to the Work, or there is reasonable evidence in the opinion of the Town to indicate that claims may be filed relating to the Work; and
- d) evidence of failure of the Contractor to make payment to Subcontractor for Products or for labour, or
- e) damage to Other Contractors.

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

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

#### 5.6.5 Certificate of Substantial Performance

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

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

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

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

#### 5.6.6 Construction Completion Certificate



- 5.6.6.1 When the Town is satisfied that the Work has been completed, the Certificate of Substantial Performance has been received, all deficiencies have been corrected, and the Contractor has delivered to the Town all required documents relating to the Work, the Contractor will have achieved Construction Completion. The Town will then issue a Construction Completion Certificate to the Contractor.
- 5.6.6.2 The acceptance by the Contractor of the Construction Completion Certificate, or the payment there under shall constitute a waiver of all further claims against the Town under this Contract.
- 5.6.7 Release of Holdback
  - 5.6.7.1 The Contractor shall submit to the Town after the issuance of a Certificate of Substantial Performance or the Town's issuance of a Construction Completion Certificate an application for release of holdback accompanied by:
    - a) a statement of the amount claimed;
    - b) a certificate dated after the date of the Certificate of Substantial Performance or Construction Completion Certificate, from the Workers' Compensation Board verifying that assessment dues from the Contractor and its Subcontractors have been paid; 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.
  - 5.6.7.2 If the PPCLA is applicable to the Contract, the Contractor shall also submit a statutory declaration showing compliance with the PPCLA. The declaration shall be dated after the date of the Certificate of Substantial Performance or Construction Completion Certificate.
  - 5.6.7.3 If the PPCLA is applicable to the Contract, the Town will commence approval for payment of the holdback sixty (60) days, or ninety (90) days for concrete work that is subject to the extended holdback period under the PPCLA after the date that the Town receives the Certificate of Substantial Performance or issues the Construction Completion Certificate.
  - 5.6.7.4 Subject to Applicable Laws, where upon application by the Contractor, the Engineer has verified the Work of the Subcontractor(s) has been performed to the satisfaction of the Engineer prior to the attainment of Substantial Performance of the Work, the Town may at its discretion pay to the Contractor the holdback amounts retained for such subcontracted Work on the day following the expiration of the holdback period for such Work as stipulated in and provided for by the PPCLA.
  - 5.6.7.5 When submitting an application for payment through the Contractor for progressive release of holdback amounts, the Contractor shall cause each Subcontractor to submit all documents required to support the documents referred to in Article 5.6.1 and the Contractor shall submit a letter confirming the final subcontracted amounts payable.
- 5.6.8 Warranty Period

- 5.6.8.1 The Warranty Period for the Work shall commence on the date stated in the Construction Completion Certificate or at the time of submission of the final project invoice, whichever falls on the latest date in the calendar year. The warranty period shall be for twenty-four (24) months or the time period specified in the Special Conditions.
  - 5.6.8.2 The Contractor shall review Project Sites on a regular basis to monitor the condition of newly installed Work and promptly make any repairs that arise during the Warranty Period within ten (10) working days.
  - 5.6.8.3 The Town shall give notice to the Contractor of observed defects to the Work within the Warranty Period.
  - 5.6.8.4 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 within ten (10) working days. The Contractor shall pay for any damage to other work resulting from defects that arise during the Warranty Period.
  - 5.6.8.5 Payment for landscape maintenance of new landscape construction during the Maintenance and Warranty period may be made only after the submission of maintenance logs to the Town. The Town shall review the maintenance logs and may directly observe the Site to confirm the status and condition of the landscaping meets the level of service dictated in the technical specifications prior to payment.
  - 5.6.8.6 Notwithstanding the provisions of Item 5.6.8 - Warranty Period, if an Applicable Law or Product warranty extends the liability for faulty Materials, Products or workmanship beyond the Warranty Period, then the provisions of the Applicable Law, Material or Product warranty shall apply.
  - 5.6.8.7 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.
- 5.6.9 Liability for Landscaping, Trees and Shrubs
- 5.6.9.1 In Item 5.6.9 - Liability for Landscaping, Trees and Shrubs, "Natural Causes" means any cause in which human beings are not the main culprits and includes, but is not limited to, diseases, pests and climatic stress. This Item applies to the soft landscaping portion of the Work.
  - 5.6.9.2 The Work includes soft landscaping and 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, shrubs and grasses/sedges during the Warranty Period for newly constructed Work.

- 5.6.9.3 The Contractor acknowledges that proper maintenance will reduce, but never eliminate, the chance that a tree or shrub will die or be damaged through Natural Causes.
- 5.6.9.4 The Contractor acknowledges that, if a tree or shrub dies or is damaged through Natural Causes, it is very difficult to prove whether the result could have been prevented by proper maintenance. In order to avoid problems of proof of causation and to ensure that the Contractor has an incentive to properly maintain the trees and shrubs, the Contractor shall be liable for all death or damage to trees and shrubs due to Natural Causes for newly constructed Work.
- 5.6.9.5 The Contractor shall not be liable for the death or damage to trees or shrubs if caused directly by human intervention not resulting from the act or inaction of the Contractor, its employees, agents or Subcontractors. Examples of this kind of damage include:
  - a) vandalism,
  - b) car accidents,
  - c) construction accidents,
  - d) flooding caused by human activities on or near the site,
  - e) chemical contamination and
  - f) accidents during maintenance by the Town.
- 5.6.9.6 The onus shall be on the Contractor to prove that the death or damage of a tree or shrub was not as a result of Natural Causes or Contractor action or inaction.
- 5.6.9.7 In the case of maintenance for existing landscaping that be included in this Contract, the Contractor shall identify dead or damaged plants to the Town and received written approval to remove and dispose of the dead plant and replace the plant at the Town's cost, regardless of the cause of death or damage, at the rates identified in the Proposal Form.
- 5.6.10 Final Acceptance Certificate
  - 5.6.10.1 Thirty (30) days prior to the expiration of the Warranty Period the Contractor shall apply to the Town for a Final Acceptance Certificate. The Town shall issue a Final Acceptance Certificate to the Contractor if all observed defects in the Work have been corrected to the Town's satisfaction.
- 5.6.11 Non-Waiver of Responsibility
  - 5.6.11.1 Notwithstanding any other term of the Contract, no certificate, payment or waiver of claims shall relieve the Contractor from liability arising out of the Contractor's failure to comply with the Contract.
  - 5.6.11.2 No approval of payment, payment, nor any partial or entire use or occupancy of the Work by the Town shall constitute an acceptance of the Work or Product.

5.6.12 Audits

- 5.6.12.1 The Town may audit all financial and related records associated with the terms of this Contract including timesheets, reimbursable out of pocket expenses, materials, goods, and equipment claimed by the Contractor.
  - 5.6.12.2 The Contractor shall at all times during the term of the Contract and for a period of six years after the end of the Contract, keep and maintain records of the work performed pursuant to this Contract. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by the Contractor. All such records shall be maintained in accordance with generally accepted accounting principles. The Contractor shall at its own expense make such records available for inspection and audit (including copies and extracts of records as required) by the Town at all reasonable times and without prior notice.
  - 5.6.12.3 The obligations of Item 5.6.12 shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Subcontractors or suppliers of goods or services to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the Town.
  - 5.6.12.4 Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the Town unless the audit identifies significant findings that would benefit the Town. The Contractor shall reimburse the Town for the total costs of an audit that identifies significant findings that would benefit the Town.
  - 5.6.12.5 Item 5.6.12 shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the Town may have by Federal, Provincial, or Municipal law, whether those rights, powers, or obligations are express or implied.
- 5.6.13 Electronic Payment
- 5.6.13.1 Whenever the Town is obligated to make a payment to the Contractor under the Contract, the Town may, at its sole discretion, transfer funds electronically from the Town directly to the Contractor's account at a financial institution (an "Electronic Payment Method").
  - 5.6.13.2 If the Town gives the Contractor notice in writing of its intention to use an Electronic Payment Method, the Contractor shall provide the Town with all information that the Town may reasonably require to carry out an Electronic Payment Method, including the name and address of the Contractor's financial institution and the appropriate account numbers.
  - 5.6.13.3 The Town shall keep all such information confidential and only use it for the purpose of carrying out Electronic Payment Method.

## **5.7 Applicable Laws**

- 5.7.1 Laws, Notices, Permits and Fees

- 5.7.1.1 The Contractor shall apply and pay for necessary permits or licenses required for the execution of the Work. This shall not include the obtaining of permanent easements.
  - 5.7.1.2 The Contractor shall give necessary notices and pay fees required by Applicable Laws and in order to preserve public health and safety. Where there are two or more Applicable Laws governing the Work, the more restrictive shall apply.
  - 5.7.1.3 The Contractor shall be responsible for the safety of workers and equipment on the Work Site in accordance with all Applicable Laws.
  - 5.7.1.4 The Contractor is responsible for performing the Work in compliance with the Applicable Laws. If any modifications to the Work are required as a result of the Contract being at variance with the Applicable Laws or if the Applicable Laws change subsequent to the date of the Contract, any resulting change in the cost shall constitute a corresponding change in the Contract Sum. The Contractor shall notify the Town in writing requesting direction immediately of any variance or changes that affect the Contract or the Work.
  - 5.7.1.5 If the Contractor fails to notify the Town in writing to obtain direction and performs the Work contrary to the Applicable Laws, the Contractor shall be responsible for and shall correct any violations and shall bear all costs, expenses and damages attributable to its failure to comply with the Applicable Laws.
  - 5.7.1.6 In the event the Contractor fails to comply with the Applicable Laws, and the Town is required to take any steps or pay any sums to rectify non-compliance, the Town may subtract the cost of rectification from any money owing to the Contractor.
  - 5.7.1.7 The Contractor acknowledges that the Town is subject to the Freedom of Information and Protection of Privacy Act, R.S.A 2000, c. F-25 (“FOIP”). FOIP applies to all records relating to, or obtained, created or collected under this Agreement which are in the custody or under the control of the Town. The Contractor agrees to comply with the provisions of FOIP.
  - 5.7.1.8 The Contractor shall comply with all Applicable Laws dealing with environmental issues including, but not limited to, the Environmental Protection and Enhancement Act, R.S.A. 2000, c. E-12 and its regulations.
- 5.7.2 Workers' Compensation
- 5.7.2.1 When requested by the Town, the Contractor shall provide such evidence of compliance with all requirements of the Workers' Compensation Act, R.S.A. 2000, c. W-15, including payments due thereunder by the Contractor or Subcontractors.
  - 5.7.2.2 If directors, partners or owners of the Contractor will be actively providing services under this Contract, then the Contractor must provide WCB coverage for those directors, partners and owners. The Contractor shall provide evidence of such coverage to the Town upon request.

### 5.7.3 Occupational Health and Safety

- 5.7.3.1 Without restricting the generality of Article 5.7.1.3, the Contractor shall comply with the provisions of the Occupational Health and Safety Act, S.A. 2020, c. O-2.2 and shall at all times ensure that all Subcontractors at the Work Site comply with the requirements of all Applicable Laws. The Contractor shall be the general representative and agent to the Town for the purposes of ensuring compliance with Applicable Laws relating to safety for both itself and Subcontractors. The Contractor shall bring to the attention of Subcontractors the provisions of the Occupational Health and Safety Act, S.A. 2020, c. O-2.2.
- 5.7.3.2 Unless otherwise stated in the Special Conditions, the Contractor is assigned the role of Prime Contractor pursuant to s. 3 of the Occupational Health and Safety Act, S.A. 2020, c. O-2.2 for the Work Site and is responsible for ensuring compliance with all Applicable Laws relating to safety by all employers and employees on the Work Site.

### 5.7.4 Patent Fees

- 5.7.4.1 The Contractor shall pay all royalties, patent fees and license fees required for the performance of the Work. The Contractor shall indemnify the Town for all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the Contractor's performance of the Work or the Town's use of the Work which are attributable to an infringement or an alleged infringement of any patent, copyright, trade secret or invention. If the Town is legally prevented from using any Material, Product or any portion of the Work, the Contractor shall substitute an equally suitable Material, Product or portion of the Work, subject to the approval of the Town.
- 5.7.4.2 The Town will indemnify the Contractor for all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the Contractor's performance of the Work which are attributable to an infringement or any alleged infringement of any patent, copyright, trade secret or invention arising from the Contractor's use of models, plans or designs of which were supplied to the Contractor by the Town.
- 5.7.4.3 If the Town or the Contractor receives a claim for an infringement or alleged infringement of any patent or invention, the party receiving such claim shall inform the other party in writing within two (2) Working Days of receiving such claim.

### 5.7.5 Importing Fees and Indemnity

- 5.7.5.1 The Contractor shall undertake all needed operations, and pay all relevant fees, charges, penalties, or duties levied in importing any equipment, services, Materials, or Products for the performance of the Work.
- 5.7.5.2 Without limiting the generality of Article 5.7.5.1, if the Contractor is required to import equipment, services, Materials, 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 Canada Revenue Agency purposes.

- 5.7.5.3 The Contractor shall indemnify the Town for any fees, charges, penalties, or duties that may be levied by the federal government relating to any equipment, services, Materials, or Products imported by the Contractor for the performance of the Work.
- 5.7.5.4 If any import duties relating to Materials or Products increase or decrease subsequent to the Tender Closing, any resulting change in the cost shall constitute a corresponding change in the Contract Sum.
- 5.7.5.5 The Contractor shall co-operate fully with the Town and the proper authorities in seeking to obtain all refunds of all fees, charges, penalties or duties to which the Town may be entitled.

#### 5.7.6 Credits or Grants Applicable to the Work

- 5.7.6.1 All credits, grants or incentives of any nature provided by any municipal, provincial, federal or international authority and attributable to the Work shall be the property of the Town. Without limiting the generality of the foregoing, if the Work results in the ability to demonstrate reductions in the generation of greenhouse gases, such reductions and any resulting greenhouse gas credits, offsets or other instruments that may exist to measure and value such reductions shall be the property of the Town.
- 5.7.6.2 If required and as may be requested by the Town, the Contractor shall provide the Town with all information, documents and assistance as may be required to enable the Town to obtain all credits, grants or incentives.

## 5.8 Protection of Work, Property and Life

### 5.8.1 Use of Premises and Overloading

- 5.8.1.1 The Contractor shall confine its apparatus, the storage of Materials or Products and the operations of its workers to limits indicated by Applicable Laws, permits or by direction of the Town and shall not unreasonably encumber the premises with its Materials, Products and equipment.
- 5.8.1.2 The Contractor shall not load or permit to be loaded any part of the Work with a weight that will endanger its safety and, in addition, no part of the Work shall be loaded after the pouring of concrete except with the approval of the Town.
- 5.8.1.3 The Contractor shall comply with the Town's instructions regarding signs, advertisements, fires, smoking, sanitation and storage of inflammable products.

### 5.8.2 Protection of Work and Property

- 5.8.2.1 The Contractor shall maintain, at the Contractors' expense, continuous and adequate protection of the Work from damage and

shall protect the Town's property from damage arising in connection with the performance of the Work. The Contractor shall, at its expense make good any damage to the Work and to the property of the Town.

- 5.8.2.2 The Contractor shall not be responsible for any damage or injury to the Work or to the property of the Town which may be directly caused by the Town, its agents or employees, or from any work or risk which the Town has agreed to insure, provided the Contractor has taken reasonable protective precautions. Any such damage or injury shall be remedied by the Contractor upon the written direction of the Town. The Contract Schedule shall be extended and the costs incurred by the Contractor for such remedial work shall be added to the Contract Sum.
  - 5.8.2.3 The Contractor shall take all necessary precautions to prevent damage to adjoining property, roads and existing structures, fences, gates, walls, and other features on the site which are to remain during the execution of the work. Any damage caused as a result of the construction will, at the Contractor's expense, be returned to as good or better than pre-construction condition and to the satisfaction of the Engineer.
  - 5.8.2.4 The Contractor shall provide, erect and maintain all necessary hoardings, barricades, covered ways, guardrails, barriers, night lights, sidewalks, curbs, and protection as may be necessary for the preservation of public health and safety, or as may be required by Applicable Laws.
  - 5.8.2.5 The Contractor shall comply with the Town's Engineering Design and Construction Guidelines, which deals with construction near or around ornamental trees and natural tree areas.
  - 5.8.2.6 The Contractor shall supply and keep at the Work Site, facilities and equipment for extinguishing fires of the type and size suitable to give adequate protection.
- 5.8.3 Construction Work at or Near Pipelines
- 5.8.3.1 If the Work involves excavation or other construction activity near underground pipelines, the Contractor shall, in addition to accepting and receiving information supplied by the Town, take all measures necessary to locate any pipelines. The Contractor acknowledges that it is aware of all requirements under the Pipeline Act, R.S.A. 2000, c. P-15. The Contractor warrants that it will comply with all requirements of the Pipeline Act, R.S.A. 2000, c. P-15, any pipeline crossing agreements and any other reasonable direction given to the Contractor by the Town.
  - 5.8.3.2 Without restricting the generality of Article 5.8.3.1, if, while performing the Work, contact is made with a pipeline and results in a puncture of or crack in the pipeline, the Contractor shall:
    - a) immediately stop the activity,
    - b) immediately phone 911 and give the name of the pipeline and location of activity,



- c) immediately advise the pipeline company and
- d) not recommence any construction activity without the approval of the pipeline company.

5.8.3.3 If the Town provides information, inspections, or supervision, this shall not be deemed an assumption of responsibility by the Town.

5.8.3.4 Breach of any requirement of Article 5.8.2.1 - Construction Work at or Near Pipelines, is a substantial breach of the Contract, and the Town may immediately terminate the Contract pursuant to Article 5.12.2.6.

#### 5.8.4 Hazardous Products and Chemicals

5.8.4.1 The Contractor shall advise the Town of all hazardous products and or chemicals, as defined by the Occupational Health and Safety Act, R.S.A. 2020, c. O-2.2, at the Work Site. The Contractor shall ensure that Material Safety Data Sheets for these products are readily accessible at the Work Site.

5.8.4.2 Before beginning work in any Town facility, the Contractor shall meet with the Town to discuss potentially hazardous material on the site. This shall include hazards of a physical or chemical nature.

5.8.4.3 Before beginning work, the Contractor shall also conduct an on-site review of existing materials that might contain asbestos and notify the Town in writing of its findings. The Town will then determine the appropriate course of action.

5.8.4.4 If the Contractor discovers further potentially hazardous material during construction, work in that area shall cease. Access to the area should be restricted and any material protected from further deterioration until authorization to proceed is received from the Town.

#### 5.8.5 Safety and Security

5.8.5.1 If requested by the Town, the Contractor shall meet with the safety representatives of the Town for the purpose of reviewing and clarifying Town safety procedures.

5.8.5.2 The Contractor shall follow, in the performance of the Work, all security procedures and practices as may be required by the Town.

#### 5.8.6 Construction Health and Safety Plan

5.8.6.1 The Construction Health and Safety Plan (CHSP) is to specifically outline Disease Mitigation Measures and is to comply with any Disease Mitigation Guidelines as published on the date of Tender closing. The CHSP is to be updated promptly after the Disease Mitigation Guidelines are updated.

5.8.6.2 The Contractor shall ensure that all of its subcontractors are aware of the Disease Mitigation Measures and the Disease Mitigation Guidelines.

#### 5.8.7 Emergencies

5.8.7.1 The Town has authority in an emergency to stop the progress of the Work whenever, in its opinion, such stoppage may be necessary to ensure the safety of life, or the Work, or neighbouring property. This

includes authority to make changes in the Work, and to order, assess and award the cost of such work, extra to the Contract or otherwise, as may in its opinion be necessary. The Town will immediately confirm in writing any such instructions. The Contractor shall take such measures as may be specified by the Town that the Town considers necessary for the purposes of removing any source of danger or to protect any person, property and the Work from danger.

- 5.8.7.2 The Contractor shall immediately notify the Town in the event of any accident resulting in serious injury, death or property damage.

## 5.9 Damages and Indemnity

### 5.9.1 Damages and Mutual Responsibility

- 5.9.1.1 If either party to this Contract should suffer damage in any manner because of any wrongful act or negligence of the other party, or anyone for whom the other party is responsible at law, then the injured party shall be reimbursed by the other party for such damage.
- 5.9.1.2 Claims shall be made in writing to the party liable within a reasonable time after the first observance of such damage and not later than the date of the Construction Completion Certificate, except as expressly stipulated otherwise in the Contract, and may be adjusted by agreement or in the manner set out in the Subsection 5.13 - Disputes.
- 5.9.1.3 If the Contractor has caused damage to any Other Contractor on the Work, the Contractor upon notice from the Town shall settle with the Other Contractor if the Other Contractor will so settle. If the Other Contractor makes a 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 therefrom, the Contractor shall pay and satisfy the order, judgment or award, and all costs incurred by the Town, including legal costs on a solicitor client basis.
- 5.9.1.4 If the Contractor becomes liable to pay or satisfy any final order, judgment or award against the Town, then the Contractor, upon undertaking to indemnify the Town against any and all liability for costs and interest, shall have the right to appeal in the name of the Town such final order, judgment or award to any and all courts of competent jurisdiction.

### 5.9.2 Indemnification

- 5.9.2.1 The Contractor agrees to indemnify and hold harmless the Town and its directors, officers, elected officials, agents and employees from and against losses, claims, demands, payments, suits, judgments, costs or expenses of every nature and description arising out of or in consequence of this 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.

- 5.9.2.2 In the event that any action, suit, claim or demand be brought or made against the Town or any of its directors, officers, elected officials, agents or employees as set out herein, the Town will give notice in writing thereof to the Contractor, and the Contractor shall thereupon have the option of contesting the same or the validity thereof by appropriate legal proceedings. If the Contractor shall so elect, the Contractor shall give notice in writing to the Town within seven (7) days of the aforesaid notice from the Town. On final determination of such action, suit, claim or demand, the Contractor shall immediately pay any judgment rendered against the Town or any of its directors, officers, elected officials, agents or employees together with all proper costs and charges.
- 5.9.2.3 In the event that the Contractor shall not elect within the said period of seven (7) days to contest any such action, suit, claim or demand, the Town may compromise any such action, suit, claim or demand at the sole discretion of the Town and on such terms as the Town shall deem reasonable, and the Contractor shall there upon forthwith pay to the Town the sum or sums so paid herein, together with such sums as shall represent the costs of the Town in defending or settling any such action, suit, claim or demand.
- 5.9.2.4 Without restricting the generality of the foregoing for the purposes of Item 5.9.1.1- Indemnification, costs shall mean solicitor and client costs, whether the Town retains in house or external Counsel.
- 5.9.2.5 The obligations of the Contractor under Item 5.9.1.1 - Indemnification shall not extend to the liability of the Town, its directors, officers, elected officials, agents and employees where such liability arises from the act or omission of the Town and where the Contractor, by the exercise of reasonable diligence, could not have prevented such a course of action from arising.

## **5.10 Bonds**

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

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

## **5.11 Insurance**

### **5.11.1 Contractor's Liability Insurance**

- 5.11.1.1 Throughout the term of this Contract, the Contractor shall maintain in full force and affect the following:
- a) General Liability Insurance in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence for personal injury and/or property damage. Such policy shall be endorsed to include the following:
    - 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.
- 5.11.1.2 The insurance coverage shall be endorsed to provide the Town with thirty (30) days prior written notice of cancellation, and shall be in a form acceptable to the Town's requirements. Evidence of such policies (i.e. certified copy of Certificate of Insurance) shall be submitted to the Town prior to commencement of work.
- 5.11.1.3 As an alternative to submitting the Certificate of Insurance, the Contractor may provide full certified copies of the policies and such policies shall be properly endorsed and acceptable to the Town. Evidence of renewal of coverage, subject to the provisions hereunder, shall be provided to the Town prior to expiry.
- 5.11.1.4 Upon request by the Town, the Contractor shall provide additional insurance, if the Town due to changing conditions deems this necessary.
- 5.11.1.5 The amount of insurance shall not limit the Contractor's obligations under this Contract.
- 5.11.1.6 The Contractor consents to the Town's release of information about the insurance maintained by the Contractor to any 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 5.9.2.1.

#### 5.11.2 Course of Construction Insurance

- 5.11.2.1 Unless otherwise provided in the Special Conditions, the Contractor shall maintain Course of Construction Insurance on an "All Risks" basis insuring the property to be incorporated in the Work (the "Insured Property") and naming the Town as an insured.
- 5.11.2.2 The Contractor shall be responsible for full payment of the deductible for each claim under the Course of Construction Insurance.

### 5.12 Remedies

#### 5.12.1 Town's Right to do Work

- 5.12.1.1 If the Contractor neglects to perform the Work properly, or fails to comply with any provision of the Contract, the Town may notify the Contractor in writing that it is in default of its contractual obligations. The Town will instruct the Contractor to correct the default within five (5) Working Days of receiving the notice.
- 5.12.1.2 If the correction of the default cannot be completed within the five (5) Working Days specified, the Contractor is considered to be in compliance with the Town's instruction if it:
  - a) Commences the correction of the default within the specified time; 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.
- 5.12.1.3 If the Contractor fails to correct the default as noted above, the Town may, without prejudice to any other right or remedy it may have, correct such default and deduct the cost of the work from any payment due to the Contractor.

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

- 5.12.2.1 If the Contractor should be adjudged bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, the Town may, without prejudice to any other right or remedy the Town may have, terminate the Contract by giving to the Contractor written notice.
- 5.12.2.2 The Town may notify the Contractor in writing that the Contractor is in default of its contractual obligations if the Contractor:
  - a) refuses or fails to supply sufficient properly skilled workers or proper workmanship, products or construction machinery and equipment for the scheduled performance of the Work; or
  - b) changes any Materials or 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) ff 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.

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

5.12.2.4 If the correction of the default cannot be completed within the five (5) Working Days specified, the Contractor shall be 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.

5.12.2.5 If the Contractor fails to correct the default as herein required, the Town may, without prejudice to any other right or remedy that it may have, stop the Work or terminate the Contract.

5.12.2.6 If the Town terminates the Contract pursuant to Item 5.12.2, it is entitled to:

- a) take possession of the Work Site and Products and utilize the construction machinery and equipment, subject to the rights of third parties, and to finish the Work by whatever method it may deem expedient;
- b) withhold any further payments to the Contractor until the Work is finished;
- c) upon final completion of the Work, charge the Contractor the amount by which the full cost of finishing the Work exceeds the unpaid balance of the Contract Sum, or if such cost of finishing the Work is less than the unpaid balance of the Contract Sum, pay the Contractor the difference;
- d) maintain a reasonable holdback during the Warranty Period for repair of Work during the Warranty Period; and
- e) on expiry of the Warranty Period, charge the Contractor the amount by which the cost of corrections during the Warranty Period exceeds the allowance, if any, provided for such corrections, or if the cost of such corrections is less than the allowance, pay the Contractor the difference.

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

5.12.3.1 If the Work should be stopped or otherwise delayed for a period of forty-five (45) days or more under an order of any court or other public authority, and providing that such order was not issued as the result of any act or fault of the Contractor or of any one for whom the

Contractor may be responsible at law, the Contractor may, without prejudice to any other right or remedy the Contractor may have, terminate the Contract by giving the Town written notice.

- 5.12.3.2 If the Town should within ninety (90) days, fail to pay any sum approved by the Town or awarded to the Contractor by an Arbitrator, then the Contractor may upon seven (7) days written notice to the Town, stop work or terminate this Contract and recover from the Town payment for all Work executed, less amounts set off by the Town pursuant to this Contract.

## 5.13 Disputes

### 5.13.1 Dispute Resolution

- 5.13.1.1 Any disputes between the Town and the Contractor regarding interpretation and application of the Contract, or any part of it, shall be resolved according to the escalating processes provided by this Article 5.13.
- 5.13.1.2 The Parties agree to:
- a) use best efforts to resolve any issues arising between them as efficiently and cost effectively as possible;
  - b) provide frank, candid and timeline disclosures of all relevant facts, information and documents necessary to support a resolution; and
  - c) seek resolutions that are fair and equitable.

### 5.13.2 Negotiation

- 5.13.2.1 The Parties shall attempt to resolve all disputes through good faith negotiations as a first step. No Party will be deemed to have waived any rights or remedies at law or in equity due through attempted negotiations.
- 5.13.2.2 The Parties shall pursue negotiations through their respective Project Managers or designated representatives under the Contract. Should negotiation by Project Managers or designated representatives be unsuccessful in resolving the dispute, the Parties shall refer the dispute to senior managers in their respective organizations to continue the attempted negotiations.

Neither Party shall be required to continue negotiations after thirty (30) days from date of the notice of dispute. After 30 days from a notice of dispute, if negotiation has not produced a resolution then either Party shall be free to pursue the next stage in dispute process.

### 5.13.3 Notice of Dispute

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

and the Town's decision shall be resolved in accordance with this Article 5.13.

#### 5.13.4 Valuation of changes

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

#### 5.13.5 Mediation

- 5.13.5.1 For disputes concerning matters other than the valuation of a change, should negotiations not resolve the dispute within thirty (30) days of the notice of dispute, either party may provide the other party with notice of intention to pursue mediation, and if so then the Parties shall attempt formal mediation. The mediator shall be a person registered with the ADR Institute of Canada Inc., unless no such person is reasonably available, in which case the mediator shall be a person registered with an umbrella body for mediators in the Province of Alberta (the "Mediator"). At the time of providing notice of mediation or within ten (10) days thereafter, each Party shall provide the other with a list of proposed Mediators. The Mediator shall be selected from the lists of proposed Mediators as agreed to between the Parties. The Parties shall bear equally the cost of the Mediator's services and shall not allow the Mediator to award dispute costs.
- 5.13.5.2 The mediation shall follow the National Mediation Rules of the ADR Institute of Canada Inc. The place of mediation shall be Canmore, Alberta, unless unpracticable to retain the Mediator in Canmore, in which case the place of mediation shall be Calgary, Alberta. The language of the mediation shall be English.
- 5.13.5.3 Neither party shall be required to continue mediation without a resolution of the dispute after one hundred and twenty (120) days from the date of the notice of referral to mediation. If, after the expiry



of one hundred and twenty (12) days from the date of referral to mediation, either Party shall have ten (10) days to refer the dispute to arbitration.

#### 5.13.6 Arbitration

- 5.13.6.1 Either party may refer to arbitration the decision of a Valuator or a dispute for which mediation was unsuccessful s decision to arbitration by providing notice to the other party within ten (10) days of the Valuator’s decision or the expiry of the mediation period as applicable.
- 5.13.6.2 Any disputes referred to arbitration under this Contract shall be consolidated into a single arbitration unless otherwise agreed by the Parties. This consolidated arbitration shall include any disputes concerning valuation of a change decided by a Valuation and any other disputes referred to a Mediator.
- 5.13.6.3 Unless otherwise agreed by the Town and the Contractor, all disputes under the Contract referred to arbitration shall be held in abeyance until the earliest of the following events:
  - 5.13.6.3.1 the Work has been completed,
  - 5.13.6.3.2 the Contract has been terminated, or
  - 5.13.6.3.3 the Contractor has abandoned the Work.
- 5.13.6.4 The arbiter shall be a person registered with or certified by the ADR Institute of Canada Inc., unless no such person is reasonably available, in which case the arbiter shall be a person registered with an umbrella body for arbiters in the Province of Alberta (the “Arbiter”). Each party shall provide the other with a list of one or more proposed Arbiters within ten (10) days after the occurrence of the event that brings the arbitration out of abeyance. The Arbiter shall be selected from the lists of proposed Arbiters as agreed to between the Parties.
- 5.13.6.5 The Arbitration shall follow the National Arbitration Rules of the ADR Institute of Canada Inc. The place of arbitration shall be Canmore, Alberta, unless unpracticable to retain the Arbitrator in Canmore, in which case the place of arbitration shall be Calgary, Alberta. The language of the Arbitration shall be English. The Parties shall bear equally the cost of the Arbiters services unless the applicable rules of arbitration provide the Arbiter with discretion to make cost awards.
- 5.13.6.6 An arbitral award or decision rendered in the consolidated arbitration shall be final and binding on the Town and the Contractor and there shall be no appeal of the arbiter’s decision to the courts.

#### 5.13.7 No suspension of Contract timelines

- 5.13.7.1 The Contractor and the Town agree that any efforts to resolve their dispute by good faith negotiation, third-party valuation or mediation, at any time during or after the performance of the Work, does not suspend the expiration of any time limitation for taking any act under

the Contract unless the parties have specifically agreed in writing to waive or vary that time requirement.

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

END OF SECTION

## 6.0 Special Conditions

### 6.1 Work By Others

- 6.1.1 Further to Subsection 5.2.4 of the Standard General Conditions, the Contractor shall not have exclusive occupancy of the area within or adjacent to the Site as indicated on Drawings. The Contractor shall cooperate with other work forces and shall coordinate and arrange the sequence of its Work with Others in order to expedite the completion of the Project. Known work by others is described herein.
- 6.1.2 The Contractor will be required from time to time, to stage and coordinate its Work to accommodate work by others. Staging, coordination and accommodation of such works is incidental to the Project and no separate payment shall be made to the Contractor.
- 6.1.3 No extra payment shall be made to the Contractor for delays resulting from work by others.
- 6.1.4 The following Projects may require coordination with respective Other Contractor for each of these Projects.
- Teepee Town Phase 2A
- 6.1.4.1 Hard surface works for the above Projects will be completed by Others (Other Contractor) that will be engaged separately by the Town for this purpose. The Other Contractor shall be fully responsible for coordinating hand-over to and joint accessibility of the Site for the Contractor throughout the duration of the Project.
- 6.1.4.2 The hand-off conditions for the sites are as detailed in the drawings and specifications. Note that, hand-off may occur for segments of each Project, such that the Contractor can progressively complete landscaping as the Other Contractor completes surface works segments.
- 6.1.4.3 The Engineer shall schedule a joint inspection with the Other Contractor and the Contractor to formalize hand-off of each Project or each segment. The joint inspection will document and confirm that hand-off conditions are satisfactorily met.
- 6.1.4.4 The timing of joint inspections and surface works segment hand-off is at the sole discretion of the Engineer. Note that the Other Contractor shall remain responsible for all site requirements including tree protection, erosion and sediment control and general maintenance until hand-off is formalized, which may include the Winter 2024-2025 time period.
- 6.1.4.5 In general, at the time of Project or segment hand-off, the Other Contractor shall have completed the Project or segment according to the Drawings, and specifications, including but not limited to: grading the subgrade in landscaped areas to promote drainage and complete erosion and sediment control measures to the satisfaction of the Engineer. The Contractor will be expected to complete minor

excavation and/or fill to begin the landscape work in accordance with the drawings.

- 6.1.4.6 The Contractor shall take care to protect all work completed by the Other Contractor. Costs for repairing any damage to the finished roadworks, paths, sidewalks and furnishings by the Other Contractor, as solely determined by the Engineer, shall be paid for by the Contractor and may be offset or deducted from any money owing the Contractor at the Town's discretion.
- 6.1.4.7 The Other Contractor shall take care to protect all work completed by the Contractor on each Project. Costs for repairing any damage to the finished landscaping by the Other Contractor, as solely determined by the Engineer, shall be paid for by the Other Contractor and may be offset or deducted from any money owing the general contractor at the Town's discretion.
- 6.1.4.8 The Contractor shall undertake Prime Contractor responsibilities for their own work. The Contractor shall work cooperatively to ensure that any required delineation or safe access for adjacent site is provided and understood by all parties.
- 6.1.5 The Contractor will be required from time to time, to stage and coordinate its Work to accommodate work by others. Staging, coordination, and accommodation of such works is incidental to the Project and no separate payment shall be made to the Contractor.
- 6.1.6 In the event that the surface works by others are not completed with sufficient time to allow the Contractor to meet the Construction Completion dates per the Contract schedule, the Contractor will notify the Town in writing within five (5) days of receiving notice that the Project or segment is ready for hand-off by the Other Contractor.

## 7.0 Technical Specifications

### 7.1 Standard Specifications, Guidelines and Requirements

#### 7.1.1 Reference Documents:

- a) **Town of Canmore Engineering Design and Construction Guidelines (EDCG)**, most recent edition. (Available at: <https://www.canmore.ca/public/download/files/231511>)
- b) **Town of Canmore Engineering Design and Construction Guidelines – Figures**, most recent edition. (Available at: <https://www.canmore.ca/public/download/files/231512>)
- c) **City of Calgary (Calgary Parks) Development Guidelines and Standard Specifications: Landscape Construction (DGSSLC)**, 2022 version. (Available at: <https://www.calgary.ca/content/dam/www/pda/pd/documents/urban-development/publications/landscape-construction.pdf>)
- d) **City of Calgary Low Impact Development Guideline: Module 2 - Bioretention and Bioswales (LIDG)**, 2016 version. (Available at: <https://www.calgary.ca/content/dam/www/uep/water/documents/water-documents/development-approvals-documents/2019/module-two-bioretention-bioswales.pdf>)
- e) **City of Calgary Standard Specifications – Erosion and Sediment Control**, 2022 version. (Available at: <https://www.calgary.ca/content/dam/www/uep/water/documents/water-documents/esc-2022/2022-esc-standard-specifications.pdf>)
- f) **Canadian Nursery Landscape Association (CNLA) - Canadian Stock Standard (CNSS)**, 9th Edition. (Available at: <https://cnla.ca/uploads/pdf/Canadian-Nursery-Stock-Standard-9th-ed-web.pdf>)
- g) **Canadian Nursery Landscape Association (CNLA) - Canadian Landscape Standard (CLS)**, 2<sup>nd</sup> Edition. (Available for purchase at: <https://cnla.ca/training/canadian-landscape-standard>)

7.1.2 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).

7.1.3 Where additional specification is required beyond the EDCG, it is supplemented with selected sections from DGSSLC, the LIDG, and additional Technical Specifications, as noted in Section 7.0 Technical Specifications.

7.1.4 All references to City of Calgary entities in the DGSSLC or LIDG shall refer to the Town of Canmore for the purposes of this contract.

## 7.2 General Scope

7.2.1 The scope of the Work includes, but is not limited to, the following:

7.2.1.1 Part 1 – Teepee Town Phase 2A

The Work includes supply and installation of topsoil; sod; L.I.D. soil structure and plantings; shrub beds; and tree plantings along the east side of Bow Valley Trail from Benchlands Trail to the CP pedestrian crossing, 2 Ave from Hospital Place to the CP pedestrian crossing, and Hospital Place from Bow Valley Trail to 1 Avenue. The Contractor will be required to coordinate with others to access project areas and begin landscape installation as utility and roadworks construction are completed. Landscape installation is expected to begin in 2024 in some portions of the site and may extend into the 2025 season. The maintenance and warranty period for this work will extend to two years after completion of the installation. Detailed design drawings to be provided prior to the start of this Work.

7.2.1.2 Part 2 – West Bow River Path Tree Installation

The Work includes installation of several new trees and shrubs to be planted in specific locations as directed by the Town. Plant installation is expected to occur in spring 2024. There is no warranty period for this work. Detailed design drawings to be provided prior to the start of this Work.

7.2.1.3 Part 3 - Bow Valley Trail at CP Pedestrian Crossing

The Work includes removal of dead plant material and existing trees and installation of new shrub bed materials, and bark mulch replenishment in the planting areas along Bow Valley Trail at the pedestrian railway crossing. The extent of dead tree and shrubs replacements shall be determined by the Contractor on site and approved by the Town prior to replacement. The maintenance and warranty period for this work will extend to two years after completion of the installation. Detailed design drawings to be provided prior to the start of the installation of new plant material.

7.2.1.4 Provisional – Part 4 – Landscape Maintenance

The Work includes turf repairs, weeding, pruning, mulch supply and install, plant replacements, tree pruning and watering. There is no warranty period for this work. Specific requests and instructions for maintenance Work will be provided at least five working days prior to expected start date of maintenance activities. Watering requests and instructions will be provided at least two working days prior to required watering by Contractor.

7.2.1.5 Provisional – Part 5 – Other Landscape Work

The Work includes landscape construction at the discretion of the Town of Canmore. Scope and schedule to be agreed to by both parties in accordance with change management procedures in Section 5.4.11 prior to commencement of additional Projects.

- 7.2.1.6 Implementation and/or maintenance of protective environmental, erosion, and sediment control measures for all Project Sites as needed.
- 7.2.1.7 All other landscape works related to the completion of the Projects in the Contract.

### **7.3 Pricing Form**

- 7.3.1 Payments shall be made based on the unit prices bid in the Unit Price Schedules in the Pricing Form. All prices are to be consistent with measurement and payment formats outlined in the Specifications.
- 7.3.2 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.
- 7.3.3 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.
- 7.3.4 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, 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.
- 7.3.5 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.

### **7.4 Non-Payment Items**

- 7.4.1 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.
- 7.4.2 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.

### **7.5 Provisional Items of Work**

- 7.5.1 "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.

7.5.2 All items within this section are considered provisional items.

7.5.2.1 Landscape Maintenance

7.5.2.2 Other similar work at the discretion of the Town of Canmore

## **7.6 Mobilization & Demobilization**

7.6.1 No measurement shall be made.

7.6.2 The Lump Sum price for Mobilization & Demobilization shall be paid out on a per project assignment basis as listed in Subsection 7.2.1, and as a progressive release as detailed in these specifications below:

7.6.2.1 20% of Mobilization & Demobilization cost for the specific Project assignment shall be paid upon first disturbance of the Project assignment site.

7.6.2.2 50% of Mobilization & Demobilization cost for the specific project assignment shall be paid in equal monthly installments based on the proposed contractor's schedule at the pre-construction meeting, on each progress claim from project initiation through to the Construction Completion Date.

7.6.2.3 15% of Mobilization & Demobilization cost for the specific project assignment shall be paid out upon completion of the Work, issuance of CCC and receipt of all construction documentation required from the Contractor, including As-Built Drawings.

7.6.2.4 15% of Mobilization & Demobilization cost for the specific project assignment shall be paid out upon completion of the Work, issuance of FAC.

7.6.3 Lump Sum for Mobilization 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), environmental protection measures, project documentation, project meetings with Town Representative(s), coordination with Other Contractors and any expenses incurred for operations, permits, approvals etc. required to perform the Work prior to commencement of the Work for each specific Project.

## **7.7 Environmental Protection**

7.7.1 No measurement shall be made.

7.7.2 Environmental Protection Work shall be incidental to Subsection 7.6 – Mobilization and Demobilization.

7.7.3 Environmental Protection Work shall consist of the necessary tasks 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 (CoCESC) and any applicable Federal, Provincial and Local Municipal environmental protection requirements. This item also includes temporary erosion and sediment control measures, tree protection, wildlife mitigation measures, noise, dust, pollution and waste materials.

- 7.7.4 Contractor must submit a description in written and/or plan form showing the environmental protection measures to be undertaken for each Project showing how environmental protection will be managed throughout the duration of construction.

## **7.8 Migratory Birds Act**

- 7.8.1 No measurement shall be made.
- 7.8.2 Migratory Bird Act Work shall be incidental to Subsection 7.6 – Mobilization and Demobilization. Costs associated with the qualified environmental monitoring professional shall be the responsibility of the Town.
- 7.8.3 The Migratory Birds Convention Act requires that no disturbance to any nesting birds during the window between May 1 and August 20.
- 7.8.4 It is anticipated that the majority of the Work shall be completed within the period above and therefore the Contractor shall allow site access to a qualified environmental monitoring professional to complete a wildlife sweep monitoring program a minimum of 3 days before work begins.
- 7.8.5 The Town shall be responsible for providing a qualified environmental monitoring professional to complete a wildlife sweep monitoring program as needed. The Contractor shall be responsible for adhering to the regulations and requirements of the program results.
- 7.8.6 A wildlife sweep shall be performed at a minimum:
- 7.8.6.1 7 days prior to construction.
  - 7.8.6.2 At any time when there has been no construction activity on site for 7 days, or as directed by a qualified biologist.
- 7.8.7 In the event that active nests, dens, or burrows are found during clearing and construction activities, consultation with the appropriate regulator is required.
- 7.8.8 Active nests may be subject to an appropriate buffer until the nests, dens, or burrows are confirmed to be no longer active.
- 7.8.9 In the event that a species with a restricted activity date that extends past August 20 is identified prior to or during preparation, construction and/or reclamation activities, the appropriate protective buffer will be applied until the nests, dens, or burrows are confirmed no longer active.

## **7.9 Traffic Accommodation and Road Closures**

- 7.9.1 No measurement shall be made.
- 7.9.2 Traffic Accommodation and Road Closures shall be incidental to Subsection 7.6 – Mobilization and Demobilization.

- 7.9.3 Traffic management and road closures shall be in accordance with the Traffic Accommodation in Work Zones Manual (TAWZ Manual) published by Alberta Transportation and Economic Corridors at the following link, and the requirements of this section.

[Traffic accommodation in work zones | Alberta.ca](#)

- 7.9.4 Pedestrian and Bike traffic management and closures shall be in accordance with the City of Calgary Temporary Traffic Control Guidelines for Pedestrians, and the requirements of this section.

[City of Calgary Temporary Traffic Control Guidelines for Pedestrians](#)

- 7.9.5 The Contractor shall prepare a Traffic Accommodation Strategy (TAS) in accordance with the TAWZ and submit for review by the Engineer at least five days prior to the Pre-Construction Meeting for each Project.

7.9.6 Access to Public Roads

- 7.9.6.1 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 the Town of Canmore, and shall be fully complied with the permit by the Contractor as an incidental part of the work.

- 7.9.6.2 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.

- 7.9.6.3 The Contractor will comply with applicable load regulations during hauling of materials and equipment over public highways, roads and bridges.

- 7.9.6.4 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.

- 7.9.6.5 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.

- 7.9.7 The Contractor shall provide at least 48 hours' notice to the Town for any individual lane closures including parking lanes if the proposed lane closure is covered under the Contractors existing Road Use Permit. If Work requires an overnight set-up, on-site presence of Contractor's Site Foreman is mandatory at all times for the purpose of monitoring and maintaining the set-up. If the proposed closure is not covered under the Contractors existing Road Use Permit, a new Road Use Permit must accompany the request for closure and will take a minimum of four (4) days for review by the Town.

- 7.9.8 Flagging operations are to be used to allow safe access to and from the Project Site. 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.

- 7.9.9 The Contractor shall maintain a daily inspection log for review and maintenance of all traffic control devices in, or related to, the Project Site. Inspections shall be completed by personnel who are trained and certified in temporary traffic control by the Alberta Construction Safety Association. Copies of the inspection log reports shall be provided to the Engineer on a weekly basis, and proof of personnel certification shall be furnished to the Engineer upon request.
- 7.9.10 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. The Engineer may 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.
- 7.9.11 Accommodation of Pedestrian and Bike Traffic
  - 7.9.11.1 The Contractor shall carry out the Works and provide all safety measures necessary to facilitate pedestrians and cyclists on existing sidewalks, pathways and crosswalks, including temporary measures that may be required to facilitate the movement of persons with mobility or visual disabilities.
  - 7.9.11.2 Sidewalks or pathways may not be closed by the Contractor without prior written approval from the Town. The Contractor shall be responsible for safe channelization of all pedestrians through the Project Site, and will be responsible for the provision of all temporary traffic control, including installation, maintenance and removal of all temporary signs.

## **7.10 Project Meetings**

- 7.10.1 No measurement shall be made.
- 7.10.2 Project Meetings shall be incidental to Subsection 7.6 – Mobilization and Demobilization.
- 7.10.3 Pre-construction meeting to be held within 14 days of award to discuss and confirm administrative procedures and responsibilities. The Town will take minutes and distribute to attendees after the meeting. Agenda to include:
  - 7.10.3.1 Representatives from all parties and responsibilities
  - 7.10.3.2 Schedule of Work
  - 7.10.3.3 Schedule and method of submission for submittals
  - 7.10.3.4 Communications
  - 7.10.3.5 Coordination expectations for Projects with Other Contractors
  - 7.10.3.6 Acceptance and warranty processes
- 7.10.4 Construction startup meetings will be held for each Project online prior to anticipated construction start date for that Work. The Town will coordinate the meeting time and place and invite all parties including the Other Contractor working within the Project Site. The Town will take minutes and distribute to attendees after the meeting. Agenda to include:
  - 7.10.4.1 Representatives from all parties and responsibilities

- 7.10.4.2 Schedule of Work
- 7.10.4.3 Safety Procedures
- 7.10.4.4 Environmental Protections
- 7.10.4.5 Communications
- 7.10.4.6 Laydown areas and site access
- 7.10.5 Progress meetings will be held for each Project online or on site as conditions allow on a weekly basis or as requested by the Town. The Town will take minutes and distribute to attendees after each meeting. Typical agenda to include:
  - 7.10.5.1 Review of Work progress since previous meeting.
  - 7.10.5.2 Field observations, problems, conflicts, safety.
  - 7.10.5.3 Problems which impede construction schedule.
  - 7.10.5.4 Review of off-site materials delivery schedules.
  - 7.10.5.5 Review 2-4 week look-ahead schedule and completion date.
  - 7.10.5.6 Maintenance of quality standards.
  - 7.10.5.7 Other business.
- 7.10.6 Daily tailgate safety meetings to be held by the Contractor prior to start of work each day with all workers in attendance to review the anticipated safety requirements and precautions for the day's work activities.
- 7.10.7 Other meetings may be required for coordination between the Contractor and Others as per Section 6.1.

## **7.11 Progress Schedule**

- 7.11.1 No measurement shall be made.
- 7.11.2 Progress Schedule shall be incidental to Subsection 7.6 – Mobilization and Demobilization.
- 7.11.3 The Contractor shall submit a detailed project schedule three working days prior to the construction startup meeting for each Project for Town review that includes the following (as applicable to each Project):
  - 7.11.3.1 Submittals including Shop Drawings, Samples, Environmental/Construction Plans.
  - 7.11.3.2 Permits.
  - 7.11.3.3 Mobilization.
  - 7.11.3.4 Excavation and rough grading.
  - 7.11.3.5 Soil placement.
  - 7.11.3.6 Planting.
  - 7.11.3.7 Seeding/sodding.
  - 7.11.3.8 Establishment Maintenance

7.11.3.9 Initiation and Completion of Environmental Protection Measures and Traffic Control Measures (as required).

7.11.4 The Contractor shall prepare a 2-4 week look-ahead schedule for discussion at the progress meetings that reflects the current forecasts, defining anticipated delays, and providing possible mitigation measures.

## **7.12 Construction Health and Safety Plan**

7.12.1 No measurement shall be made.

7.12.2 Progress Schedule shall be incidental to Subsection 7.6 – Mobilization and Demobilization.

7.12.3 The Contractor shall submit a comprehensive Construction Health and Safety Plan three working days prior to the construction startup meeting for each Project for the Town to review.

## **7.13 Tree Protection and Preservation**

7.13.1 No measurement will be made.

7.13.2 Tree protection and preservation shall be incidental to Subsection 7.6 – Mobilization and Demobilization.

7.13.3 The Contractor shall be responsible for:

7.13.3.1 All tree protection measures required to prevent or minimize damage or impacts to the critical root zone, stem or canopy areas of trees within 5m of the construction activities.

7.13.3.2 Coordination and costs related to tree damage and resulting arborist services and penalties.

7.13.3.3 In the case of tree protection measures being the responsibility of the Other Contractor on the Site, the Contractor is responsible for respecting tree protection measures in place and following the practices below during Work Activities on the Site.

7.13.4 The Contractor shall install tree protection and coordinate to the satisfaction of the Town. The Contractor shall coordinate with the Town to have the tree protection measures reviewed by the Town prior to starting construction activities. The Contractor shall be responsible for maintaining the tree protection measures for the duration of construction until Construction Completion. At Construction Completion, the Contractor shall remove all tree protection measures from the Project Site.

7.13.5 All tree protection materials shall be approved by the Town prior to installation. The Town may accept alternatives to the materials listed below. Tree protection measures include but are not limited to the following:

7.13.5.1 Tree protection barriers – High-density orange polyethylene or chain link mesh secured to immovable wooden posts staked at least 500mm into the ground.

7.13.5.2 Root zone protection – 19mm plywood on 300mm depth mulch.

7.13.6 The tree protection zone shall be determined by the diameter at breast height (DBH) of the tree. The following table will be used to determine the tree protection zone measured from the outside edge of the tree trunk on all sides:

<b>TRUNK DIAMETER (DBH)</b>	<b>TRUNK CIRCUMFERENCE</b>	<b>MIN. TREE PROTECTION ZONE</b>
<10CM	<31	1.2m
11-30CM	34-94cm	1.8m
31-40CM	97-125cm	2.4m
41-50CM	129-157cm	3.0m
51-60CM	160-189cm	3.6m
61-70CM	192-220cm	4.2m
71-80CM	233-251cm	4.8m
>80CM	>251cm	5.0m

7.13.7 Tree protection barriers shall be installed at the limits of the tree protection zone. Root zone protection is required where access to the Site is limited and access within the tree protection zone is required after exhausting all other options.

7.13.8 The area within the tree protection zone shall not be disturbed by any party during construction. If alterations to tree protection measures or access is required within the tree protection zone, the Contractor will require written approval from the Town.

7.13.9 The Contractor shall identify any branches that may be impacted by the construction activities prior to construction. The Town will review and coordinate any required branch pruning by a certified arborist.

7.13.10 If excavation by the Contractor exposes roots of a protected tree greater than 25mm in diameter, the Contractor shall stop excavation activities and notify the Town. The Town will review and coordinate any required root pruning by a certified arborist.

7.13.11 In the event of damage to a tree including but not limited to damage to the trunk, canopy or root system, the procedure is as follows:

7.13.11.1 The Contractor shall notify the Town of the damage within 24 hours.

7.13.11.2 The Contractor shall provide to following information to the Town:

- a) The location of the impacted tree(s)
- b) Photos of the entire tree, the surrounding area, and the damaged area(s) including a tape measure for scale
- c) Circumstances causing the damage

7.13.11.3 The Town may require that a certified arborist conduct a Tree Risk Assessment at the Contractor’s expense. Implementing any resulting recommendations to rectify damage and protect the tree from further damage shall be the responsibility of the Contractor.

7.13.11.4 The Town may require that the equitable compensation for the diminishment of Tree value is determined by documents titled Guidelines for Evaluation of Trees and Natural Stand Valuation Guidelines. The assessment shall be conducted by a certified arborist.

- 7.13.11.5 If the Town determines that the damage to a Protected Tree requires its removal, then that tree shall be deemed removed at the Contractor's expense, and equitable compensation shall apply.

## 7.14 Earthworks

### 7.14.1 General

- 7.14.1.1 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.
- 7.14.1.2 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.
- 7.14.1.3 Contractor to provide minimum 48 hours notice for Engineer to review and accept rough grade prior to placement of topsoil or LID soil media.

### 7.14.2 Planting Bed and Tree Trench Waste Excavation

- 7.14.2.1 Measurement & Payment for Planting and Tree Trench Excavation shall be made per cubic metre as per the depths indicated for Imported Topsoil bid form items. Payment shall not be made for over excavation. 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 all material off-site, including loading, transportation, disposal and disposal fees.
- 7.14.2.2 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.
- 7.14.2.3 Note that excavations for trees planted outside of tree trench areas and naturalization shrub plantings are to be limited to the sizes required per the EDCG and excavation for these materials is per Section 7.16.
- 7.14.2.4 Contractor to provide minimum 48 hours notice for Engineer to review and accept excavations prior to placement of topsoil.

### 7.14.3 LID Area Excavation

- 7.14.3.1 Measurement & Payment for LID Areas Excavation shall be made per cubic metre as per the combined depth indicated for LID Soil Media, LID Clean Sand, LID 10mm Pea Gravel and LID Drain Rock bid form items. Payment shall not be made for over excavation. 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 all material off-site, including loading, transportation, disposal and disposal fees. It is anticipated that there will be minimal excavation required for the LID areas based on the work by the Other Contractor.
- 7.14.3.2 In areas requiring excavation above areas of wrapped drain rock installed by others, the Contractor shall take additional care to not disturb the drain rock below. The Contractor is expected to excavate to expose the geotextile wrapping the drain rock. The geotextile is to be removed at the interface of the drain rock and the pea gravel as shown on the drawings. The drain rock shall not be contaminated with other materials during or after excavation, including but not limited to soil, silt, and sand.
- 7.14.3.3 The Contractor is responsible for supply, install, maintenance and removals of ESC measures required to prevent contamination of the drain rock, pea gravel, clean sand, and soil media until construction is complete. This includes during excavation, at stockpile locations, during installation and until CCC inspection. Installation and removal of ESC measures will be at the direction of the Town. Installation, maintenance and removal of ESC measures for LID areas are considered incidental to the Work.
- 7.14.3.4 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.
- 7.14.3.5 Contractor to provide minimum 48 hours notice for Engineer to review and accept excavations prior to placement of topsoil.

### 7.14.4 Check Dam

- 7.14.4.1 Measurement & Payment for Check Dams shall be made per each check dam installed per the drawings. 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 fill and gravel materials, grading of side slopes, correction of minor grade irregularities, and required compaction.
- 7.14.4.2 Contractor to place adjacent and finishing materials only after Engineer review and acceptance of check dam installation. Contractor to provide minimum 48 hours notice prior to review.



## 7.15 Subgrade Preparation and Topsoil

### 7.15.1 Imported Topsoil

- 7.15.1.1 Measurement and Payment shall be per square metre of soil supplied and installed to the depths indicated in the price form and confirmed by Town through on site field measurement per square metres. 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 topsoil laboratory analysis, correction of minor grade irregularities, supply of topsoil, loading, transportation, removal of weeds, rocks and foreign materials, preparation of subsoil, spreading, cultivation and light compaction of topsoil, and dust control.
- 7.15.1.2 Contractor to provide soil composition testing results per Section 5.1.7 of DGSSLC for review and acceptance by the Engineer minimum ten (10) working days prior to hauling of material to site.
- 7.15.1.3 Contractor to provide minimum 48 hours notice prior to review of soil material placement and grading, and hold for review.
- 7.15.1.4 Subgrade and surface grading are to follow the intent shown on the drawings. Finish grading plans will be provided to the successful proponent at IFC.
- 7.15.1.5 Work shall conform with Section 5.1 of DGSSLC, except where superseded by EDCG.

### 7.15.2 Topsoil Placement from Stockpile

- 7.15.2.1 Measurement and Payment shall be per square metre to the depths indicated in the price form and confirmed by Town through on-site field measurement per square metres. 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 loading and hauling of topsoil from on-site stockpile to installation locations, removal of weeds, rocks and foreign materials, preparation of subsoil, spreading, cultivation and light compaction of topsoil, excess topsoil removal from Site, and dust control.
- 7.15.2.2 Contractor to provide minimum 48 hours notice prior to review of soil material placement and grading, and hold for review.
- 7.15.2.3 Work shall conform with Section 5.1 of DGSSLC, except where superseded by EDCG.

### 7.15.3 LID Soil Media, LID Clean Sand, LID Pea Gravel, and LID Drain Rock

- 7.15.3.1 Measurement and Payment shall be per square metre to the depths indicated in the price form and confirmed by Town through on site field measurement per square metres. 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 laboratory analysis, correction of minor grade irregularities, supply of soil and granular materials, loading,



#### 7.16.2 Sod

- 7.16.2.1 Measurement and Payment shall be per square metre to the quantities indicated in the price form and confirmed by Town through on site field measurement per square metres. 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 removal and disposal of weeds and debris from topsoil, correction of minor grade irregularities, cultivation and rolling seedbed, supplying and sod with fertilizer, wire mesh, pegs and posts, rolling after laying, seeding slope protection where required, water, and weed control.
- 7.16.2.2 Sod to be grown from a minimum 60% fine fescues and 40% bluegrasses blend.
- 7.16.2.3 Contractor shall submit product and supplier information for review and acceptance by the Town prior to procurement of sod.
- 7.16.2.4 Contractor to install sod only after Engineer review and acceptance of grading. Contractor to provide minimum 48 hours notice for Engineer to review and accept excavations prior to sod installation.
- 7.16.2.5 Work shall conform with all sections of EDCG.

#### 7.16.3 Trees

- 7.16.3.1 Measurement and Payment shall be for each tree, as per the species and quantities indicated on the price form and confirmed by Town through on site. 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 removal and disposal of weeds and debris from topsoil, excavation and cultivation of planting pit, removal and disposal of excavated material, scarification of subsoil, supply and installation of tree onsite, staking, wildlife protection, slope protection where required, fertilizer, correction of minor grade irregularities, water, mulch ring and weed control.
- 7.16.3.2 Contractor to install plant material only after Engineer review and acceptance of plant material, layout of plants and grading.
- 7.16.3.3 Work shall conform with all sections of EDCG.

#### 7.16.4 Typical Planting Beds – Shrubs and Ornamental Grasses

- 7.16.4.1 Measurement and Payment shall be for each shrub or ornamental grass, as per the species and quantities indicated on the price form and confirmed by Town through on site. 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 removal and disposal of weeds and debris from topsoil, cultivation of planting area, scarification of subsoil, supply and installation of shrubs and ornamental grasses, slope protection where required, minor regrading, fertilizer, water, and weed control.

7.16.4.2 Contractor to install plant material only after Engineer review and acceptance of plant material, layout of plants and grading.

7.16.4.3 Work shall conform with all sections of EDCG.

7.16.4.4 Refer to Section 7.17 for measurement and payment of mulch installation for typical planting beds.

#### 7.16.5 Naturalization Shrub Planting - Shrubs, Perennials and Ornamental Grasses

7.16.5.1 Measurement and Payment shall be for each shrub or ornamental grass, as per the species and quantities indicated on the price form and confirmed by Town through on site. 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 removal and disposal of weeds and debris from topsoil, excavation and cultivation of planting pit, removal and disposal of excavated material, scarification of subsoil, supply and installation of shrubs on site, slope protection where required, minor regrading, fertilizer, water, and weed control.

7.16.5.2 Contractor to install plant material only after Engineer review and acceptance of plant material, layout of plants and grading.

7.16.5.3 Work shall conform with all sections of EDCG.

7.16.5.4 Refer to Section 7.17 for measurement and payment of mulch installation for naturalization shrub planting.

#### 7.16.6 LID Shrubs, Grasses and Sedges

7.16.6.1 Measurement and Payment shall be for each shrub, grass, or sedge as per the species and quantities indicated on the price form and confirmed by Town through on site. 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 removal and disposal of weeds and debris from soil media, cultivation of planting area, supply and installation of shrubs grasses and sedges, slope protection where required, minor regrading, watering, and weed control.

7.16.6.2 Contractor to install plant material only after Engineer review and acceptance of plant material, layout of plants and grading.

7.16.6.3 Work shall conform with all sections of EDCG.

7.16.6.4 Refer to Section 7.17 for measurement and payment of mulch installation for LID planting areas.

### **7.17 Mulch**

#### 7.17.1 LID Mulch

7.17.1.1 Measurement and Payment shall be per square metre to the depths indicated in the drawings and confirmed by Town through on site field measurement per square metres. 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 removal and disposal of weeds and debris, and supply and installation of new wood mulch.

7.17.1.2 Work shall conform with City of Calgary Low Impact Development Guidelines, Module 2 – Bioretention and Bioswales (LIDG).

7.17.1.3 Contractor shall submit a minimum 4-liter container of mulch and supplier information for review and acceptance by the Town prior to procurement of mulch.

#### 7.17.2 Typical Planting Bed and Naturalization Shrub Planting Mulch

7.17.2.1 Measurement and Payment shall be per square metre to the depths indicated in the drawings and confirmed by Town through on site field measurement per square metres. 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 removal and disposal of weeds and debris, and supply and installation of new wood mulch.

7.17.2.2 Work shall conform with all sections of EDCG.

7.17.2.3 Contractor shall submit a minimum 4-liter container of mulch and supplier information for review and acceptance by the Town prior to procurement of mulch.

### 7.18 Boulder

7.18.1 Measurement and Payment shall be for installation of each boulder supplied by the Town, as per the quantities indicated on the price form and confirmed by the Town on site. 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 subgrade preparation and grading, boulder hauling from stockpile location within Town of Canmore limits and boulder placement.

7.18.2 Work shall conform with all sections of EDCG.

### 7.19 Rip Rap

7.19.1 Measurement and Payment shall be per square metre to the depths indicated in the drawings and confirmed by Town through on site field measurement per square metres. 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 removal and disposal of weeds and debris, minor regrading, and supply and installation of rip rap.

7.19.2 Contractor to supply grey limestone Class 1M rip rap.

7.19.3 Contractor shall submit photos of rip rap showing scale, and supplier information for review and acceptance by Engineer prior to procurement of material.

### 7.20 Maintenance and Warranty

7.20.1 Maintenance and Warranty of New Construction

7.20.1.1 No measurement will be made.

- 7.20.1.2 Payment shall be divided into twelve equal payments to be made during the active growing season (May to October) over two years with invoices submitted to the Town monthly, accompanied with maintenance logs. Failure to provide maintenance logs with invoices will result in no payment.
  - 7.20.1.3 Work shall conform with all sections of EDCG.
  - 7.20.1.4 Work shall conform with following sections of Chapter 9: Landscape Maintenance Standards of DGSSLC, except where superseded by EDCG. Contractor shall note the following assumptions when using this reference:
    - a) Turf Maintenance Class A is being used in all areas with maintained seed mix or sod.
  - 7.20.1.5 Maintenance of LID areas to be in accordance with the City of Calgary LIDG, Table 6-1.
  - 7.20.1.6 Contractor is responsible for maintaining all items included within the Contractor's construction scope of work.
  - 7.20.1.7 Turf areas using native or naturalized seed mix will be mowed up to twice yearly, following maturation of grass seed heads when directed by Town for fire protection or weed control.
  - 7.20.1.8 All tree pruning must be conducted by an ISA certified arborist.
- 7.20.2 PROVISIONAL – Landscape Maintenance
- 7.20.2.1 Landscape Maintenance is to include maintenance of landscaped areas to the Town's Level of Service for a given area. Details about the area, the intended scope of work, and the level of service to be provided to the Contractor as part of a request for these services. Work may include but is not limited to weeding, mowing, removal of dead plant material, replacement of dead plant material, topping up mulch beds and watering.
  - 7.20.2.2 Measurement of services shall be on a time and materials basis per the rates provided in Schedule C.
  - 7.20.2.3 Payment shall be based on invoices submitted to the Town monthly, accompanied with maintenance logs that include the request date from the Town for each service rendered and materials costs for the services.
  - 7.20.2.4 Weed control activities to be carried out by qualified staff with permits and licenses for chemical weed control when chemical weeding is required by the Town.
  - 7.20.2.5 Weed control activities to conform with the Alberta Weed Control Act.
  - 7.20.2.6 Work shall conform with all sections of EDCG.

END OF SECTION