



PROSPECT HEIGHTS RETAINING WALL

Request for Proposals (RFP) FOR RETAINING WALL CONSTRUCTION

SUMMARY:

The project includes construction of the Prospect Heights Retaining Wall, comprised of:

- Partial removal of the existing Prospect Heights Retaining Wall
- Construction of a new Prospect Heights Retaining Wall
- Civil site works including concrete curb, asphalt paving and gravel access road reconstruction
- Coordination with other contractors within the Work Site and third-party utilities.

PROJECT NUMBER:	CAP7295
RFP CLOSING DATE:	June 18, 2024
RFP CLOSING TIME:	2:00:00 p.m. Mountain Time Zone
DATE ISSUED:	May 28, 2024
NOTE:	RESPONSES WILL NOT BE OPENED PUBLICLY

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END OF SECTION

1.0 Request for Proposals

1.1 General Information

1.1.1 Proposals for:

PROSPECT HEIGHTS RETAINING WALL
CAP7295

Will be received through MERX by:

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

1.1.2 Closing date and time for Proposals is:

June 18, 2024, 2:00:00 pm local time (the “RFP Closing”).

The last day (and time) for Proponents to submit RFI’s is:
June 12, 2024, before 2:00:00 pm local time

The last day for posting of responses to RFI’s and issuance of Addenda is:
June 14, 2024

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

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

1.1.5 Proposals will not be opened publicly.

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

1.1.6.1 Implementation of protective environmental, erosion, and sediment control measures;

1.1.6.2 Removal and disposal of a portion of the existing boulder and geogrid retaining wall;

1.1.6.3 Construction of a gabion basket wall and reconstruction of a portion of the existing boulder wall;

1.1.6.4 Earthworks including removal and disposal of existing asphalt and gravel roadways and pathways, removal of site appurtenances, excavation and backfill associated with the wall construction and offsite disposal of excess and unsuitable materials;

1.1.6.5 Dewatering as required to complete the work;

1.1.6.6 Supply and installation of a new frame and cover and adjustment of a catch basin to finished grade, and adjustment of an existing sanitary manhole to finished grade; and,

- 1.1.6.7 Construction of new curb and gutter. Construction of gravel and asphalt roadways and pathways including ancillary items.
- 1.1.7 The Successful Proponent shall achieve the following Construction Completion Date for the Project:
October 31, 2024, Construction Completion Date
- 1.1.8 The Engineer for this Project is:
ISL Engineering and Land Services Ltd.
- 1.1.9 The Proposal Documents shall be the basis upon which Proposals will be reviewed. The Proposal Documents consist of the following documents herein referred to as the “Proposal Documents”:
 - 1.1.9.1 Section 1.0 Request for Proposals
 - 1.1.9.2 Section 2.0 Instructions to Proponents
 - 1.1.9.3 Section 3.0 Proposal Forms
 - 1.1.9.4 Section 4.0 Contract Agreement
 - 1.1.9.5 Section 5.0 Standard General Conditions
 - 1.1.9.6 Section 6.0 Special Conditions
 - 1.1.9.7 Section 7.0 Technical Specifications
 - 1.1.9.8 Standard Specifications and Manuals
 - a) [Town of Canmore 2020 Engineering Design and Construction Guidelines and Figures](#)
 - b) [City of Calgary Standard Specifications Road Construction 2021](#)
 - c) [City of Calgary Standard Specifications Sewer Construction 2022](#)
 - d) [City of Calgary Standard Specifications Erosion and Sediment Control](#)
 - e) [City of Calgary Development Guidelines and Standard Specifications Landscape Construction 2024](#)
 - f) [City of Calgary Field Manual for Erosion and Sediment Control 2017](#)
 - 1.1.9.9 Technical Drawings
 - 1.1.9.10 Information Documents
 - a) Canmore Bow River Pathway Geotechnical Investigation – Clifton Engineering Group Ltd. (June 24, 2022)
 - b) Retaining Wall Condition Assessment Below Prospect Heights in Canmore AB – Taylor Geotechnical (February 3, 2022)
 - c) Legal Bank Survey of Bow River Tributary – McElhanney Land Surveys (Alta) Ltd. (September 8, 2022)

- d) Prospect Point – Retaining Walls Design Memo – EBA Engineering Consultants Ltd. (September 10, 1996)
 - e) Site Photo Report – ISL Engineering and Land Services Ltd. (May 24, 2024)
 - f) Site Access Map – ISL Engineering and Land Services (May 24, 2024)
- 1.1.10 Refer to Subsection 2.3 – Availability of Proposal Document for information on accessing the Proposal Documents.
- 1.1.11 Inquiries regarding the Proposal Documents shall be directed to:
Trevor Reeder
Town of Canmore
902 – 7th Avenue
Canmore, Alberta T1W 3K1
Phone: (403) 679-5021
E-mail: trevor.reeder@canmore.ca
- 1.1.12 Refer to Subsection 2.2 - Submission of Proposals in the Instructions to Proponents for Proposal submission requirements.
- 1.1.13 The lowest-priced or any Proposal will not necessarily be accepted.
- 1.1.14 Submission of a Proposal by the Proponent gives the Town the right to require the Proponent to execute the Contract and to perform the Work as set out within the Proposal Documents. Proposals may not be withdrawn at or after the RFP Closing and will be irrevocable and open for acceptance by the Town for a period of sixty (60) days after the RFP Closing.
- 1.1.15 The Successful Proponent will be notified in writing of the award of the Proposal by the Town providing the Successful Proponent a Letter of Award.

END OF SECTION

2.0 Instructions to Proponents

2.1 Interpretation

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

2.2 Submission of Proposals

- 2.2.1 Submissions
 - 2.2.1.1 The Submission shall consist of two PDF documents submitted through MERX, each respectively containing the Proponent's Qualifications Submission and Financial Submission. The documents shall be named as follows with each Proponent substituting their own name, and using underscores (_) in place of spaces:
 - a) File #1:
CAP7295_Proponent_Name_Qualifications_Submission.pdf
 - b) File #2:
CAP7295_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,
PROSPECT HEIGHTS RETAINING WALL
CAP7295
RFP Closing: 2:00:00 pm local time, June 18, 2024

And either one of the following labels:
 - a) File #1 – Qualifications Submission or
 - b) File #2 – Financial Submission
 - 2.2.1.3 Proponents shall be solely responsible for the delivery of their Proposals in the manner and time prescribed.
 - 2.2.1.4 Do not submit the Proposal Documents with the Proposal.
 - 2.2.1.5 Each Proposal shall include a Proposal Form with all 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 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, MERX, and the Town's website at <https://canmore.ca/business/tender-opportunities>.

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

2.3.3 Proposal Documents being obtained from any source other than identified in 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 - Document Library](#)

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://www.canmore.ca/your-government/document-library> search “EDCG”).

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 Performance Bond and Labour and Material Payment Bond

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

2.9 Insurance

- 2.9.1 Proposals shall include a Certificate of Insurance certifying that the insurance as required in Subsection 5.11 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
- 2.9.2 The Successful Proponent shall provide all required insurance to the Town no later than ten (10) Working Days after receipt of the Letter of Award from the Town.

2.10 Workers' Compensation

- 2.10.1 Proponents shall submit with their Proposal, a letter of Account from the Workers’ Compensation Board - Alberta. This letter must be current and not dated prior to fourteen (14) days of the RFP Closing.
- 2.10.2 Proponents who do not have an account with the Workers’ Compensation Board - Alberta shall provide with their Proposal evidence of a subcontractor or other company that will carry such coverage on their behalf.
- 2.10.3 If directors, partners or owners of the Contractor will be actively providing services under the Contract, then the Contractor must provide WCB coverage for those directors, partners and owners. The Contractor will provide evidence of such coverage to the Town upon request.

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

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

2.12 Work Site Conditions

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

2.13 Proposal Submission, Format and Content Requirements

- 2.13.1 Proponents shall include the following components of the Proposal Form in File #1 – Qualifications Submission:
 - 2.13.1.1 Proposal Form Section 1 – Company Profile and Project Experience
 - 2.13.1.2 Proposal Form Section 2 – Retaining Wall System
 - 2.13.1.3 Proposal Form Section 3 – Schedule and Construction Methodology
 - 2.13.1.4 Proposal Form Section 4 – Safety and Quality and Attachments
- 2.13.2 Proponents shall include the following components of the Proposal Form in File #2 – Financial Submission:
 - 2.13.2.1 Proposal Submission Form
 - 2.13.2.2 Mandatory Components
 - a) Certificate of Insurance
 - b) Letter of Account from the Workers' Compensation Board – Alberta
 - c) Certification of Recognition (C.O.R.) issued by the Alberta Construction Safety Association
 - 2.13.2.3 Proposal Form – Pricing Form
 - 2.13.2.4 Proposal Form – Force Account Rates

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

Submission Requirements	Rating
<p>Section 1 – Company Profile and Project Experience</p> <p>Responses to this section are intended to demonstrate the knowledge, ability, and resources of the Proponent to undertake and successfully deliver this Project. The two reference projects should be for a similar scope of work as the Prospect Heights Retaining Wall, with projects highlighting the following key criteria if available:</p> <ul style="list-style-type: none"> • Retaining wall construction in a constrained site and/or adjacent to environmentally sensitive areas; and, • Maintaining positive stakeholder relations with members of the public while working near residences. <p>Projects should be completed by the same Key Personnel listed this project and must have been completed in the past 5 years. Generic corporate profiles will not be accepted, and submissions shall follow the format outlined in Proposal Form Section 2.</p> <p>The Town of Canmore, at its sole discretion, may contact the reference contact and use the provided feedback in the Proponent’s evaluation. If a Subcontractor is to be engaged for core work, then their comparable experience may be included among the reference projects.</p>	Pass/Fail
<p>Section 2 – Retaining Wall System</p> <p>Demonstrate that the Proponent has put in place a Wall System Supplier and Retaining Wall Design Engineer in compliance with RFP requirements. The Wall System Supplier and Retaining Wall Design Engineer will be incorporated into the Contract at time of award, and any substitutions shall require written approval.</p>	Pass/Fail
<p>Section 3 – Schedule and Construction Methodology</p> <p>The Proponent’s attached Detailed Schedule should demonstrate an understanding of the relationship between all Work components. The Proponent’s submitted schedule will be incorporated into the Contract at the time of award.</p> <p>Proponents shall submit Construction Methodology information that provides evidence that they understand the key site constraints and have developed an effective strategy for execution of the Work.</p>	Pass/Fail
<p>Section 4 – Quality Control, Safety and Risk Management</p> <p>The purpose of this evaluation component is to demonstrate that the Proponent has the necessary quality, safety and risk management systems in place to successfully deliver the project. The Proponent’s submission for Quality Control, Safety and Risk Management should include at minimum generic templates or previous project examples of the following plans:</p> <ul style="list-style-type: none"> • Construction Health and Safety Plan • Environmental Construction Operations Plan 	Pass/Fail

Submission Requirements	Rating
<ul style="list-style-type: none"> Inspection and Quality Management Plan 	

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 Technical Proposals
- 2.14.3.1 For each Proposal received by the RFP Closing, the Evaluation Committee will evaluate the Technical Proposal using the evaluation criteria set out in Subsection 2.13.3 in order to confirm whether each component satisfactorily addresses project requirements, or not. Components that are satisfactory will be rated “Pass” while those that are unsatisfactory will be rated “Fail”.
- 2.14.3.2 Each member of the Evaluation Committee shall evaluate the Technical Proposals individually. The Evaluation Committee shall then meet collectively to finalize the evaluation and arrive at a consensus for the final Technical Submission ratings for each component and each evaluated Proponent.
- 2.14.3.3 Each of the four Technical Submission components must achieve a “Pass” rating for the Proposal to be evaluated further. Submissions with a “Fail” score on any one or more of the components will not be considered further.
- 2.14.4 Evaluation Step 2 – Review of Mandatory Components and Financial Proposals
- 2.14.4.1 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 attain a “Pass” rating for all Technical Submission components.
- 2.14.4.2 The Town will review and confirm suitability of the Mandatory Components.
- 2.14.4.3 If the Town finds minor or clerical errors in the Mandatory Components of a Proponent and determines, at its sole discretion,

that the rectification of such errors will not alter the substantive intent if the Proposal, the Town will allow that Proponent the opportunity to rectify such failures to properly deliver, and if applicable, execute, the Mandatory Components. Such rectification must occur within a fixed time period which will be provided by the Town to the Proponent, at the Town's sole discretion.

- 2.14.4.4 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.
- 2.14.4.5 In general, among the Proposals that successfully progress to Evaluation Step 2, the Town intends to give preference to the lowest-price Proposal submission, though Proponents are advised that the Town will consider the Financial Submissions in totality with the Technical Submissions to confirm a Preferred Proponent that provides the best balance of competitive pricing, qualified technical capability and comparable experience for this Project. The Town will also consider pricing risk, and may disqualify a submission if the unit prices are palpably unbalanced or otherwise create risk to the Town in the event of changes to the work. The lowest-price or any Proposal will not necessarily be accepted.
- 2.14.5 The Town will, in its sole discretion, determine:
 - 2.14.5.1 whether a Proposal has complied with the submission requirements;
 - 2.14.5.2 the evaluation of the Proposals; and
 - 2.14.5.3 whether a Proposal or a Proponent:
 - a) is disqualified; or
 - b) will cease to be considered in the evaluation process.
- 2.14.6 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:
 - 2.14.6.1 any instances of poor performance by a Proponent or a Proponent's team member that the Town has experienced; and/or
 - 2.14.6.2 any publicly available information about a Proponent or a proponent's team members that is, in the Town's sole discretion, considered credible information.
- 2.14.7 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:
 - 2.14.7.1 the Proposal is determined to be non-compliant;
 - 2.14.7.2 the Proponent fails to cooperate in any attempt by the Town to clarify or verify any information provided by the Proponent in its Proposal;

- 2.14.7.3 the Proponent engages in lobbying or other promotional activity outside this Request for Proposals process, in relation to the Work;
- 2.14.7.4 the Proponent fails to comply with Applicable Law;
- 2.14.7.5 the Proposal contains false or misleading information or a misrepresentation;
- 2.14.7.6 the Proposal, in the opinion of the Town, reveals a material Conflict of Interest for which the Proponent:
 - a) does not receive a waiver or consent from the Town; or
 - b) fails to substitute the Person giving rise to the Conflict of Interest;
- 2.14.7.7 the Proponent or Proponent Team Member has committed a material breach of:
 - a) any existing agreement between the Proponent and the Town; or
 - b) any other provision of the RFP;
- 2.14.7.8 a Proponent or any Proponent Team Member or any director or officer of either a Proponent or Proponent Team Member has been convicted of an offence in connection with any goods and/or services rendered to the Town;
- 2.14.7.9 there are any convictions related to inappropriate bidding practices or unethical behaviour by a Proponent or a Proponent Team Member or any of their Affiliates or any director or officer of a either a Proponent or Proponent Team Member in relation to a public or broader public sector tender or procurement in any jurisdiction;
- 2.14.7.10 the Proposal, in the opinion of the Town, contains unsustainable pricing;
- 2.14.7.11 in the 12 months prior to the RFP Closing, the Town became aware that the Proponent or Proponent Team Member failed to disclose an actual Conflict of Interest in the past or current procurement issued by the Town, unless the Proponent has demonstrated to the satisfaction of the Town that the Proponent has implemented measures to prevent future false or omitted disclosure of actual Conflicts of Interests;
- 2.14.7.12 in the 12 months prior to the RFP Closing, the Proponent has been subject to a Stop Work Order or other similar action by Occupational Health and Safety;
- 2.14.7.13 the Proponent in the reasonable opinion of the Town based on references provided by the Proponent in response to the RFP may not be able to perform the Agreement as contemplated by the Town in the RFP or as proposed by the Proponent in their Proposal.

2.15 Alternative Product Approvals

- 2.15.1 The Proponent must obtain approval for proposed Alternative Products that are at variance with the Specifications or Drawings prior to submitting its Proposal.
- 2.15.2 The Proponent must obtain approval for Alternative Products that it proposes to substitute for trade name Products specified in the Proposal Documents prior to submitting its Proposal.
- 2.15.3 Proponents must submit applications for approvals as an inquiry, under this Subsection 2.15 in writing five (5) Working Days prior to the RFP Closing.
- 2.15.4 Applications for approvals under this Subsection 2.15 must contain sufficient data to establish that the proposed Products are in all respects equal to or better than the Products specified in the Proposal Documents.
- 2.15.5 Approvals under Subsection 2.15 shall be communicated to all Proponents by addenda.
- 2.15.6 Whenever alternatives are accepted, the Proponent shall be responsible for making all consequent adjustments to make the alternative fit into the Work as specified. The costs shall be deemed to be included in the Contract Sum for the alternative proposal.

2.16 Alternate Retaining Wall Systems

- 2.16.1 Proponents are advised that the Work to be undertaken in this Contract involves the design, supply and construction of a retaining wall. The retaining wall is intended to be a gabion basket wall system or an accepted alternate. Possible accepted alternates may include other wall systems such as modular block wall systems.
- 2.16.2 To allow for an equitable evaluation of multiple wall systems, Proponents are encouraged to submit an RFI indicating a proposed alternate wall system for evaluation by the Town. This RFI must be submitted by June 3, 2024 at 2:00:00pm. Should the Town elect to consider the alternate wall system as an accepted alternate, Technical Specifications for alternate wall systems will be provided through an Addendum.
- 2.16.3 It is noted that geogrid reinforced walls were explored during early design stages and ultimately not pursued further due to conflicts with deep utilities behind the wall. For clarity, the Town will not accept a geogrid reinforced wall.

2.17 Acceptance or Rejection of Proposals

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

- a) is unsigned, unbalanced, incomplete, obscure, irregular, illegible or unrealistic;
- b) is non-compliant or conditional;
- c) has erasures or corrections;
- d) omits a price on any or more items in the Proposal;
- e) fails to complete the information required in the Proposal;

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

- 2.17.2 Proposals which are qualified or based upon conditions placed by the Proponent may be eliminated from the competition as part of the administrative review process. The Town may, in its absolute discretion, deem a conditional or qualified Proposal to be non-responsive and refuse to consider it.
- 2.17.3 The Town may elect, at its sole discretion, to accept or reject any Proposal or part thereof and to waive any defect, irregularity, mistake or non-compliance in any Proposal and to accept or reject any Proposal or alternative Proposal, in whole or in part, which it deems to be most advantageous to its interests. At all times, the Town reserves the right to seek written clarification regarding a Proposal from a Proponent. Such clarification shall be deemed an amendment to the Proponent's Proposal.

2.18 Successful Proponent

- 2.18.1 Award of Contract by the Town occurs once the Proponent receives a written confirmation of acceptance (Letter of Award) from The Town.
- 2.18.2 The Successful Proponent shall, within the ten (10) Working Days of the date of Letter of Award:
 - 2.18.2.1 provide the required Performance and Labour and Material Payment Bonds
 - 2.18.2.2 provide a Certificate of Insurance
- 2.18.3 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.
- 2.18.4 The Successful Proponent shall provide a comprehensive Construction Health and Safety Plan (CHSP) describing how health and safety will be managed for the Work. The CHSP must specify any Disease Mitigation Measures intended to comply with any Disease Mitigation Guidelines in place at the time of proposal. Disease Mitigation Measures specified in the CHSP must be updated promptly after any Disease Mitigation Guidelines are updated by the responsible authorities.
- 2.18.5 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.

- 2.18.6 No implied obligation of any kind or on behalf of the Town shall arise from anything in the Proposal Documents.
- 2.18.7 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.
- 2.18.8 The Town also reserves the right to accept conditions to be offered by and/or negotiated with the Successful Proponent which are not specifically contained in the Proposal Documents. Such options and/or alternatives shall be included in the Proposal review process as part of the evaluation.
- 2.18.9 The Town will select one or more Proponent(s) who submitted a Proposal with whom the Town, in its sole and unfettered discretion, will negotiate regarding the terms of a contract for the Work.

2.19 Freedom of Information and Protection of Privacy Act

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

2.20 Disclaimer of Liability

- 2.20.1 Notwithstanding any other provision, by submitting a Proposal, each Proponent agrees that any claim that the Proponent may have against the Town and the Town's affiliates (and their employees, agents, consultants and elected officials) (collectively the "Town Parties") for damages, losses, or expenses or for any other legal relief, arising, directly or indirectly, under or in relation to this Request for Proposal process (whether in contract, tort, or other legal theory) is limited to an amount equal to the Proponent's actual and reasonable costs in preparing its Proposal to a maximum of \$5,000.00. For clarity, each Proponent specifically waives as against the Town Parties any claim for loss of profit or anticipated profit, loss of opportunity, loss of reputation, consequential or indirect losses or for judicial review or injunctive relief.
- 2.20.2 By submitting a Proposal, a Proponent agrees:
 - 2.20.2.1 To be responsible for conducting its own due diligence on assumptions, data and information upon which its Proposal is based;

- 2.20.2.2 That it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming, including all risks relating to the Project and the Work Site;
- 2.20.2.3 That it has gathered all information necessary to perform all of its obligations under its Proposal;
- 2.20.2.4 That it is solely responsible for ensuring that it has all information necessary to prepare the Proposal and for independently verifying and informing itself with respect to any terms or conditions that may affect the Proposal;
- 2.20.2.5 That it shall not be entitled to claim against the Town, their elected officials, officers, employees, insurers, agents or advisors on grounds that any information, whether obtained from the Town or otherwise (including information made available by its elected officials, officers, employees, agents or advisors), regardless of the manner or form in which the information is provided is incorrect or insufficient; and
- 2.20.2.6 To waive any right to contest in any proceeding, case, action or application, the right of the Town to negotiate with any Proponent for the contract whom the Town deems, in its sole and unfettered discretion, to have submitted the Proposal most beneficial to the Town and acknowledges that the Town may negotiate and contract with any Proponent it desires.

END OF SECTION

3.0 Proposal Forms

3.1 Qualifications Submission

3.1.1 Section 1 – Company Profile and Project Experience

Company Profile

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

Project Experience

Reference Project #1	
Project Name:	_____
Project Location:	_____
Project Owner/Client:	_____
Owner/Client Representative Name and Title:	_____
Email:	_____ Phone Number: _____
Project Start Date:	_____ Completion Date: _____
Original Bid Price (\$):	_____ Final Contract Price (\$)
Wall Type (Trade Name)	_____
Wall Face Area (m ²)	_____ Wall Height (m) _____
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 (\$):	_____
Wall Type (Trade Name)	_____
Wall Face Area (m ²)	_____
Wall Height (m)	_____
Key Personnel:	_____
Project Scope and Complexity:	
Project Challenges and Lessons Learned:	

3.1.2 Section 2 – Retaining Wall System

Retaining Wall System	
Supplier:	_____
Wall System Trade Name:	_____
Confirm Technical Specifications and Product Data are Attached:	
Retaining Wall Design Engineer	
Company Name:	_____
Professional Engineer:	_____
Confirm the Professional Engineer is Licensed with APEGA:	

3.1.3 Section 3 – Schedule

Detailed Schedule

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

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

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

3.1.4 Section 4 – Safety and Quality Control

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

- Construction Health and Safety Plan
- Environmental Construction Operations Plan

3.2 Financial Submission

3.2.1 For inclusion in File #2 – Financial Submission:

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

Proposal Submission Form

Date: _____

Proponent: _____

Street Address: _____

City: _____

Province: _____

Postal Code: _____

Representative: _____

Please Print _____

Phone #: _____

Fax#: _____

Email: _____

GST Registration No.: _____

Project Name: PROSPECT HEIGHTS RETAINING WALL
 Project Number: CAP7295
 To:

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

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

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

3.2.3 The Proponent hereby represents to the Town that it:

3.2.3.1 has carefully examined the Contract Documents as listed in the Contract Agreement;

- 3.2.3.2 has carefully examined the Work Site;
 - 3.2.3.3 it is aware and will comply with requirements of Subsection 2.6; and
 - 3.2.3.4 has the resources, skills and ability to perform the Work in accordance with the Contract Documents.
- 3.2.4 The Proponent understands and agrees that:
- 3.2.4.1 the Town reserves the right to increase, decrease, delete or vary any portion of the Work, and the Proponent agrees to comply with any such changes in the Work subject to valuation and adjustment as provided in the Contract.
 - 3.2.4.2 the quantities, if any, listed by the Town in the schedule herein are approximate only and are for the purpose of comparing Proposals. No claim will be allowed for any loss of anticipated profits resulting from any excess or deficiency in the quantities shown.
 - 3.2.4.3 payment under the Contract will be made on the basis of completed work, or portions thereof, measured and accepted by the Town and valued at the applicable unit prices, or applicable lump sum prices or portions thereof.
- 3.2.5 The Proponent declares that with respect to federal commodity tax instructions, the Proposal Documents have been fully observed and adhered to; the goods and services tax status of the goods involved has been properly determined; and all rates and entitlements provided for in the relevant tax statutes as affecting the Town have been duly considered.
- 3.2.6 The Proponent represents and warrants to the Town that the several declarations and matters stated in this Proposal Form and this Proposal are true and binding in all respects, and that this Proposal has been compiled by the Proponent with full knowledge and understanding of all matters and things called for insofar as they relate to the Proposal Documents.
- 3.2.7 The Proponent hereby acknowledges that it is in possession of the current edition of the Town of Canmore Engineering Design and Construction Guidelines and further, acknowledges that the Town of Canmore Engineering Design and Construction Guidelines form an integral part of the Proposal Documents.
- 3.2.8 The Proponent acknowledges that payment for work performed under the Contract shall be on the basis of unit prices.

3.2.9 The Proponent represents and warrants to the Town that:

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

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

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

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

3.2.10 Contract Schedule:

3.2.10.1 The Proponent agrees to achieve the Construction Completion dates identified in the Contract as October 31, 2024.

3.2.11 Addenda

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

Addendum # _____ to _____.

SIGNED, SEALED AND DELIVERED BY:

PROPONENT:

(Proponent – print legal name)

(affix corporate seal)

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

Per:

(Signature of authorized officer)

(signature of witness)

(Print name and title of authorized officer)

(print name and address of witness)

Per:

(Signature of authorized officer)

(signature of witness)

(Print name and title of authorized officer)

(print name and address of witness)

Notes re. signing:

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

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

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

Proposal Form - Pricing Form

Schedule of Approximate Quantities and Unit Prices For

PROSPECT HEIGHTS RETAINING WALL
CAP7295

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.



*Prospect Heights Retaining Wall
 Pricing Form
 Schedule of Quantities*

Item	Description of Work	Unit	Estimated Quantity	Unit Price Bid	Total Extended Price
Part A	General				
A .1	Mobilization and Demobilization (not to exceed 7%)	LS	1		\$
A .2	Environmental Protection	LS	1		\$
A .3	Pathway Detour Signage and Accommodation	LS	1		\$
A .4	Tree Protection	LS	1		\$
Part B	Removals and Earthworks				
B .1	Remove and Dispose - Existing Boulder and Geogrid Wall	m ²	225		\$
B .2	Transport Boulders to Town Stockpile	m ²	207		\$
B .3	Remove and Dispose - Asphalt (includes saw cut, up to 150mm depth)	m ²	76		\$
B .4	Remove and Dispose - Existing Access Gate incl. Piles	ea.	1		\$
B .5	Remove and Dispose - CB Slab Top, Frame and Cover	ea.	1		\$
B .6	Clearing and Grubbing	LS	1		\$
B .7	Topsoil Stripping and Stockpile	LS	1		\$
B .8	Site Grading	LS	1		\$
B .9	Surplus Material Offsite Disposal - Provisional	m ³	500		\$
B.10	Coal Offsite Disposal - Provisional	m ³	80		\$
Part C	Surfaceworks				
C .1	Asphalt Structure - 75mm Mix 'B' Asphalt and 100mm GBC (25mm crush)	m ²	52		\$
C .2	Gravel Structure - 100mm Trail Mix, 100mm GBC (25mm crush), 200mm GSBC (80mm crush)	m ²	265		\$
C .3	Boulder Reinforced Slope	m ²	18		\$
C .4	Modified Low Profile Rolled Curb - 250mm gutter	m	9.2		\$
C .5	Concrete Curb Ramp	m ²	2.5		\$
C .6	Raise Existing Sanitary Manhole Rim Elevation	ea.	1		\$
C .7	CB Slab Top, Collar(s) and Frame and Cover	ea.	1		\$
C .8	Hand Rail	m	56.5		\$
C .9	Gate Closure incl. No Parking Signs	LS	1		\$
C.10	Class 1M Riprap for Swale End Treatments (300mm thick) incl. Geotextile	m ²	5		\$

Pricing Form

Part D	Retaining Wall				
D .1	Gabion Basket Wall	m ²	226		\$
Part E					
Landscaping - Provisional					
E .1	Topsoil Placement from Stockpile or Import - 150mm Depth	m ²	570		\$
E .2	Topsoil Placement from Stockpile or Import - 300mm Depth	m ²	55		\$
E .3	Import Topsoil	m ³	80		\$
E .4	Shredded Wood Mulch - 50mm Depth	m ²	55		\$
E .5	Nature's Turf Sod	m ²	225		\$
E .6	Seed	m ²	350		\$
E .7	Tree - White Spruce / Picea Glauca - 2500mm HT	ea.	8		\$
E .8	Shrub - RED OSIER DOGWOOD / CORNUS SERICEA - 600mm HT	ea.	5		\$
E .9	Shrub - SANDBAR WILLOW / SALIX INTERIOR - 600mm HT	ea.	9		\$
E .10	Shrub - YELLOW WILLOW / SALIX LUTEA - 600mm HT	ea.	9		\$

Total \$ _____
GST \$ _____
Total incl. GST \$ _____

Proposal Form - Force Account Rates

- 3.2.12 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.
2. The following personnel and equipment rates will form the basis of payment for force account work carried out in accordance with the Standard General Conditions. The rates shown are all inclusive. Contractor overhead and profit and, where applicable, subcontractor overhead and profit are included in the rates. (Add additional pages, if necessary.)

Personnel

Occupation/Position	Hourly Rate	Overtime Hourly Rate

Equipment

Description	Model/Size	Hourly Rate

4.0 Contract Agreement

This AGREEMENT made the _____ day of _____, _____
Day Month Year

BETWEEN:

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

OF THE FIRST PART

AND:

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

OF THE SECOND PART

CONTRACT AGREEMENT FOR
PROSPECT HEIGHTS RETAINING WALL
CAP7295

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; and
- b. Provide all the necessary materials, labour, supervision, and equipment and incidentals, and perform all the Work and fulfill everything as set forth and in strict accordance with the Contract Documents; and
- c. Provide to the Town the Bonds and Insurance Certificates as specified in the Standard General Conditions, Subsection 5.10 Bonds and Subsection 5.11 Insurance; and
- d. Commence and proceed actively with the Work of the Contract promptly following receipt of the Letter of Award and after providing all required submittals to the Town; and
- e. Submit the proposed construction schedule within the time period contained in the Contract Documents showing the anticipated time of commencement and completion of each of the various operations to be performed under the Contract;
- f. Diligently prosecute the Work and achieve the following Contract Schedule:
 - i. Achieve the following Construction Completion Date for the Work identified in the Contract on or before
October 31, 2024
subject to the provisions for extension of time stipulated in the Contract Documents;
- g. Apply the following rules of interpretation in relation to the Contract Documents:
 - i. the Town of Canmore Engineering Design and Construction Guidelines are to be interpreted subject to any or all of the Contract Documents; and
 - ii. any inconsistent or conflicting provisions contained within the following Contract Documents shall be resolved in the following order of precedence:
 1. Addenda (if issued)
 2. Section 4.0 - Contract Agreement;
 3. Section 3.0 - Proposal Forms;
 4. Section 6.0 - Special Conditions (if issued);
 5. Section 5.0 - Standard General Conditions;
 6. Specifications;
 7. Drawings;
 8. Section 2.0 - Instructions to Proponents;
 9. Section 1.0 - Request for Proposals;
 10. All Other Documents.
- h. In performing its services and obligations under the Contract, the Contractor shall exercise a standard of care, skill and diligence that would normally be provided by an experienced and prudent contractor supplying similar services. The Contractor acknowledges and agrees that, throughout the Contract, the Contractor's obligations, duties and responsibilities shall be interpreted in accordance with this standard. The Contractor shall exercise the same standard of due care and diligence in respect of any Products, personnel, or procedures which it may recommend to the Owner.

4.3 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. Performance Bond
6. Labour and Material Payment Bond
7. Certificate of Insurance or Letter of Insurability
8. Section 4.0 Contract Agreement
9. Section 5.0 Standard General Conditions
10. Section 6.0 Special Conditions
11. Town of Canmore Engineering Design and Construction Guidelines
12. Letter of Award
13. Section 7.0 Technical Specifications
14. 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
<hr/>	
\$	Goods and Services Tax
<hr/>	
\$	Total Contract Amount
<hr/>	

subject to additions and deductions as provided in the Contract.

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

Notwithstanding any provision contained herein to the contrary, the release of holdback monies shall become due and payable on the day following the expiration of the statutory limitation period for the retention of holdback monies relating to the Work as set forth in all applicable legislation, provided that no claims against the Work exist and the Contractor has submitted to the Town a sworn statement that all accounts and any other indebtedness which may have been incurred by the Contractor in the performance of the Work and for which the Town might in any way be held responsible have been paid in full except holdback monies properly retained.

No certificate for payment, or any payment made thereunder, nor any partial or entire use or occupancy of the Work by the Town, shall constitute acceptance of any Work or product not in accordance with this Agreement.

4.5 Time

The contractor acknowledges that:

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

4.6 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") 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:

Attn:

- iii. or to such other address as each party may from time to time direct in writing.

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

CONTRACTOR

[Corporate seal of Contractor]

Signature
"I have authority to bind the contractor"

Print Name and Title

Witness (if no corporate seal)

Signature
"I have authority to bind the contractor"

Print Name and Title

Witness (if no corporate seal)

TOWN OF CANMORE

[Corporate seal of Town of Canmore]

Signature of Officer

Print Name and Title

Witness (if no seal)

Signature of Officer

Print Name and Title

Witness (if no seal)

Notes re. signing:

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

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

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

Town of Canmore signatories:

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

5.0 Standard General Conditions

5.1 Definitions and Documents

5.1.1 Definitions for this Contract:

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

- faulty materials and workmanship, described in General Condition Item 5.6.6, has been completed.
- j) "Construction Health and Safety Plan (CHSP)" means a plan outlining how health and safety will be managed during the Work.
 - k) "Construction Schedule" means the detailed construction schedule for the Work in critical path form which details and schedules Milestone Dates and all other events necessary to achieve the Construction Completion Date, as described herein, and as may be adjusted in accordance with the terms and conditions of the Contract.
 - l) "Contract" means this agreement entered into between the Town and the Contractor and includes all of the documents listed in the Contract Agreement.
 - m) "Contract Documents" consist of Letter of Award; executed Proposal Form; signed Contract Agreement; these Standard General Conditions; Special Conditions; Addenda; and Technical Specifications and Drawings; specified insurance documentation and contract bonding. See full list in the Contract Agreement.
 - n) "Contract Schedule" means the dates outlined in this Contract under the Milestone Dates and Construction Completion Date.
 - o) "Contractor" means the Contractor named in the Contract.
 - p) "Contract Sum" or "Contract Amount" shall mean the sum stated in the Contract Agreement as the amount that the Town will pay the Contractor for the performance of the Work in accordance with the Contract. If the contract calls for payments on a unit price basis whether including lump sums or not, Contract Amount shall mean the product of the units of work actually performed and the appropriate unit prices plus the total of the lump sums. The Contract Sum or amount indicated in the Contract Agreement may be amended by Change Order and represents the maximum amount payable by the Town to the Contractor pursuant to the Contract.
 - q) "Disease Mitigation Measures" means measures to comply with any Disease Mitigation Guidelines in place from time to time.
 - r) "Disease Mitigation Guidelines" means all statutes, regulations, orders, directives, notices and guidelines published by any federal or provincial health authority, Alberta Health Services (including, but not limited, to orders, guidelines and regulations published on www.albertahealthservices.ca), or of the Alberta Construction Association (including, but not limited to guidelines and regulations published on <http://albertaconstruction.net>) regarding measures to be taken or followed to mitigate against any outbreaks or epidemics of communicable diseases, including but not limited to COVID-19.

- s) "Day" shall mean a calendar day.
- t) "Engineer" shall mean a person appointed by the Town to be the Town's Representative. The Engineer shall have all the powers of an Inspector and such other powers as may be delegated. Any direction or order given to the Contractor or decision made by the Engineer shall have the same effect as if given or made by the Town.
- u) "Final Acceptance Certificate" shall mean the Certificate issued by the Engineer to the Contractor at the end of the maintenance period certifying that performance of the Work has been completed including maintenance and the correction of faulty materials and workmanship.
- v) "Letter of Award" is a notification from the Town to the Successful Proponent indicating that their Proposal has been selected and that the Town intends to enter into a contract with them.
- w) "Material" or "Materials" shall, unless otherwise specified, mean anything and everything other than persons or the Contractor's equipment which is manufactured, processed, or transported to the site, or existing on the site, and incorporated into the completed works.
- x) "Milestone Dates" means specific progress point(s) on the critical path for construction of the Project as identified in the Contract Schedule.
- y) "Notice" means a notice made by a Party in writing and delivered to the other Party in the method required for delivery and at the address (or any replacement address) as set out in the Contract Agreement.
- z) "Other Contractor" means a person, firm or corporation employed by or having a separate contract with the Town for work other than that required by the Contract.
- aa) "Plant" means collectively all tools, implements, machinery, vehicles, structures, equipment and other things required for the execution of the Work provided by the Contractor.
- bb) "Products" means material, machinery, equipment and fixtures as required by the Contract but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work and normally referred to as construction machinery and equipment.
- cc) "Project" means the project described in Section 1.0 – Invitation to Tender.
- dd) "PPCLA" means the Prompt Payment and Construction Lien Act, R.S.A. 2000, c. P-26.4.
- ee) "Proper Invoice" means an invoice as defined in Part 32.1(l) of the PPCLA.

- ff) "Proponent" shall mean the individual, firm, partnership, corporation or combination thereof who as an independent entity has submitted a bonafide Proposal on this Project.
- gg) "Proposal" means the Contractor's complete bonafide written offer to perform the Contract in response to the Town's Request for Proposals.
- hh) "Proposal Documents" means all documents listed in Item 1.1.9 in the Invitation to Tender.
- ii) "Request for Change" means a request for any change to the current design, design requirements or substitution/alternate product, submitted by the Contractor to the Engineer. The request shall include a reason for the change, any information required to aid in assessing the change and in approving the change. It shall also include cost and schedule implications.
- jj) "Request for Information" means a request for missing information, or clarification on conflicting information, submitted by the Contractor to the Engineer.
- kk) "Security" means a Performance Bond and a Labour and Material Payment Bond pursuant to General Condition 5.10.1.
- ll) "Shop Drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and data that are to be provided by the Contractor to illustrate details of a portion of the Work.
- mm) "Site" shall mean the lands, on, under, in through or over which the Works are to be executed and any other lands or right to land provided by the Owner for the purposes of the Contract and so designated in the Contract Documents
- nn) "Site Instruction" means an instruction in writing issued by the Town to the Contractor regarding the Work or performance of the Work. A Site Instruction may or may not be followed by a Change Order.
- oo) "Special Conditions" means the terms and conditions for the Work set out in the Contract Agreement which add to or modify the Standard General Conditions.
- pp) "Subcontractor" means a person, firm or corporation not contracting with or employed directly by the Town for the doing of any work but contracting with or employed by the Contractor or by another subcontractor of the Contractor to perform the Work or a portion thereof.
- qq) "Substantial Performance" shall have the meaning as described in the PPCLA, with respect to the work of the Contractor and Sub-contractors under this Contract.
- rr) "Successful Proponent" the individual, firm, partnership, corporation, or combination thereof with whom the Town of

- Canmore may decide to initially discuss contract arrangements based upon acceptance of the Proponent's submission.
- ss) "Testing Agency" shall mean A third-party testing agency. Bridge Fabricator to include cost of Testing Agency in submission.
- tt) "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.
- uu) "Request for Proposals Period" is the time between the date of issue for the Request for Proposals and the RFP Closing.
- vv) "Total Contract Sum" is the Contract Sum plus G.S.T.
- ww) "Town" or " Owner" means the corporation of the Town of Canmore as represented by the Senior Manager of the Department or designate.
- xx) "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.
- yy) "Warranty Period" means that period of time as described in Item 5.6.8 of these Standard General Conditions.
- zz) "Work" means all work to be performed by the Contractor under the Contract, including:
- all construction work;
 - all services and work of the Contractor's Subcontractor's;
 - the supply of Materials and Products and their incorporation into the Project;
 - the supply of construction equipment;
 - operations or maintenance services as may be required under the Contract;
 - temporary works and services;
 - any additional services required by the Town under the Contract as may be described in the Tender and associated Addenda or which may be ordered by the Town as herein provided;
 - Warranty Work; and
 - anything ancillary to (i) through to (viii) above that is required for the proper and complete performance of the Contractor's obligations under the Contract.
- aaa) "Work Plan" or "Work Plans" means the plan or plans developed by the Contractor for completing the Work as updated from time to time. Without limiting the foregoing, Work Plans shall include:

the Construction Health and Safety Plan;

any further plans required by the Special Conditions, which may include inspection plans, environmental management plans, or quality management plans;

the organization to be established by the Contractor for carrying out the Work, including, but not limited to, the identities and curriculum vitae of Key Personnel, or if not yet identified, the titles of the positions that may be held by Key Personnel;

the sequence of activities, or critical path, and method for performance of the Work; and

a detailed Construction Schedule, including dates for completion of Milestone Dates.

bbb) "Working Day" means days other than Saturdays, Sundays and statutory holidays.

ccc) "Work Site" means the areas outlined in the Contract, or otherwise designated by the Town, in which the Work takes place.

5.1.1.2 Words in the singular include the plural, and words in the plural include the singular where the context so requires.

5.1.1.3 This Contract shall be construed and governed by the laws of the Province of Alberta and the applicable federal laws of Canada.

5.1.1.4 When a provision in this Contract requires something to be done by a certain time of day, the time shall be the time displayed at:

<https://time.is/MT>

5.1.1.5 The Town is entering into this Contract in its capacity as an owner of real property and not in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta and nothing in this Contract shall constitute the granting by the Town of any approval or permit as may be required pursuant to the Municipal Government Act, R.S.A. 2000, c. M-26. The Town, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions stated in this Contract, and nothing in this Contract restricts the Town, its municipal council, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a municipal government, as a municipal council and as the officers, servants and agents of a municipal government.

5.1.2 Documents

5.1.2.1 The documents incorporated in the Contract are complementary and what is called for by anyone shall be as binding as if called for by all. The intention of the Contract is to include labour, materials, products, equipment, supervision and transportation necessary for the proper execution of the Work. Descriptions of Products or work in words that have well known technical or trade meanings, shall be held to refer to such recognized meanings.

- 5.1.2.2 In the event of conflict between documents incorporated into the Contract the following shall apply:
 - a) The hierarchy of documents provided by Section 4.2 shall apply.
 - b) Documents of a later date shall govern.
 - c) Figured dimensions shown on Drawings shall govern over scaled dimensions.
 - d) Drawings of larger scale shall govern over those of smaller scale of the same date.
- 5.1.2.3 The Contractor shall keep one copy of the Contract including Drawings, Specifications, and Shop Drawings on the Work Site, in good order and available to the Town.
- 5.1.2.4 All units in documents provided by the Contractor shall be in metric units.
- 5.1.3 Drawings and Specifications
 - 5.1.3.1 The Work is detailed in the Specifications and accompanying Drawings as listed, together with such other working and detailed drawings as may be provided to the Contractor from time to time during the progress of the Work.
 - 5.1.3.2 The Work is intended to be a complete Work in every respect. The Contractor shall abide by and comply with the Drawings and Specifications taken as a whole, as these are intended to comprise everything necessary for the completion of each portion of the Work.
 - 5.1.3.3 Unless expressly excluded, any portion of the Work or Product shown on the Drawings and not described in the Specifications, or any portion of the Work or Product described in the Specifications and not shown on the Drawings, which is reasonably implied by and evidently necessary and usually provided for each portion of the Work shall be done or supplied by the Contractor as if it were both shown and specified.
 - 5.1.3.4 Any references to recognized standard specifications, such as 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 provide the information required for the issuance of a Change Order in accordance with Item 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, Products to be incorporated in the Work shall be new and workmanship and Products shall be of good and merchantable quality, and not less than the quality specified.
 - 5.3.1.3 The Contractor shall, if required by the Town, furnish satisfactory evidence of such quality of the Products to be incorporated in the Work. The Contractor shall furnish for the Town's approval such samples as the Town may reasonably require. The Work shall be in accordance with approved samples.
 - 5.3.1.4 If the Contractor provided the Town with a list of its Product manufacturers in its Proposal, the Contractor shall not change

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

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

5.3.2 Delivery and Storage of Products

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

5.4 Execution of the Work

5.4.1 Surveys and Plans

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

5.4.2 Utilities

- 5.4.2.1 If it is necessary to work on or near any Utilities, the Contractor shall at its own expense support the Utility to maintain uninterrupted service. Any damage caused by the Contractor's operations must be made good at the Contractor's expense and the Contractor shall be liable for all claims against or by the Town arising in any way from interference with the Utility by the Contractor.
- 5.4.2.2 No additional compensation shall be allowed to the Contractor for any delays, inconvenience or damage sustained due to interference from any Utility or the operation of moving a Utility whether temporarily or permanently, and the interference or move shall be given due consideration in the scheduling of the Work and shall be undertaken at the scheduled time unless alternate arrangements are made with the Town.
- 5.4.2.3 The Contractor shall notify the operator of any Utility affected by the Work not less than 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://www.canmore.ca/public/download/files/231507>.
- 5.4.5 Permission to Use Water for Construction
 - 5.4.5.1 The bulk water station is the only water source available for projects. It is located at 1251 Palliser Trail. The user shall follow the rules of use as established by EPCOR Water Services. No Town hydrant shall be used as a water source.
 - 5.4.5.2 Bulk water account and associated passcode must be obtained from the Owner prior to the use of the water station.
 - 5.4.5.3 Any issues with the Bulk Water Station should be reported to EPCOR Water Services at (403) 609-4789.
- 5.4.6 Notification of Businesses and Residents
 - 5.4.6.1 Immediately following project award, the Town will notify impacted property owners and businesses of the general scope of work.

- 5.4.6.2 The Contractor shall maintain/provide access to all residential and commercial property adjacent to the work at all times.
 - 5.4.6.3 The Contractor will notify, in writing, every business/resident whose lot is fronting, backing or immediately adjacent to the construction site at least five (5) days in advance of commencing construction of the project and at least twenty-four (24) hours in advance of any road closures. Notices will be prepared and will be distributed by the Contractor. Notices will include a description of the work and how this will affect the business/resident, the proposed construction schedule which shall give approximate dates of construction in affected areas and indicate the Contractor's and Owner's contact information and telephone number, as well as a telephone number, which residents can call for 24-hour emergency service. The notice shall also include a contact person for reporting damage to personal property and if required, alternative parking, access, garbage disposal and temporary water systems. A notice which warns parents of the dangers that exist on construction sites should be included in a notice delivered to every household in the vicinity of construction
 - 5.4.6.4 The Contractor shall submit to the Owner for approval, a copy of the notice a minimum of five (5) Working Days in advance of delivering the notice to all businesses and residents affected by the Work. No work affecting businesses or residents shall take place until letter of notification is approved and delivered.
 - 5.4.6.5 Following the initial project notification, the Contractor will provide a verbal notification to each business owner and resident fronting, backing or immediately adjacent to the construction site at least three (3) days in advance of commencing construction adjacent to their property.
 - 5.4.6.6 At each progress meeting the contractor shall provide to the Town a construction operations schedule for the upcoming week(s) allowing the Town to compose accurate notification to be delivered to homeowners and posted to the internet.
- 5.4.7 Traffic Control
- 5.4.7.1 The Contractor must stage traffic control during construction to provide safe and efficient movement of vehicles and pedestrians.
 - 5.4.7.2 The Contractor shall maintain residential and commercial access at all times for the duration of the Work.
 - 5.4.7.3 The Contractor shall maintain access for emergency vehicles at all times.
 - 5.4.7.4 The Contractor shall arrange for and maintain all detours and provide appropriate detour signing. Detour plans shall be submitted to the Engineer for approval prior to implementation.
 - 5.4.7.5 The Contractor must apply for a Town of Canmore Road Use and Excavation Permit for all work and/or construction blockages within any municipal street, or lane right of way.

- 5.4.7.6 If traffic control measures are not to the satisfaction of the Owner, the Engineer will request changes. If the Contractor does not comply with the Engineer's request, the Engineer will request the Owner to perform the necessary changes and any costs will be deducted from the Contract Sum.
 - 5.4.7.7 The Contractor must supply, install, and maintain signs, barricades (must bear Contractor's or rental firm name), flashing lights, other industry standard safety devices and competent, correctly equipped flag-persons necessary to handle traffic around and through the job sites and through designated detour routes.
 - 5.4.7.8 Before interfering with traffic flows, submit if requested by the Engineer, for his approval and information a sketch plan showing proposed layout of signs, barricades, and lights.
 - 5.4.7.9 Failure to properly place and maintain devices will result in the issuance of a stop work order until the problem is rectified or will cause the Owner to place and maintain such devices and the cost will be deducted from the Contract Sum.
 - 5.4.7.10 The Contractor is responsible for all costs of barricades, flag persons and signs.
- 5.4.8 Pedestrian Traffic and Cyclist Safety
- 5.4.8.1 Pedestrian, cyclist and vehicular traffic must be physically separated.
 - 5.4.8.2 Pedestrian and cyclist traffic must be physically separated from workers and equipment in the work area. Accommodations must be made for a safe passage through or around the work area. This may require the use of barricades to separate the worksite from the walkway. It may be necessary to use bridges (complete with handrails) and sheltered walkways. All measures to protect pedestrians and cyclists shall be submitted to the Engineer for approval prior to implementation.
 - 5.4.8.3 A pedestrian detour route must provide a reasonably safe, continuous, accessible and convenient route with a smooth hard surface and accessible features consistent with the affected facility. Detectable warnings are required at temporary asphalt pedestrian curb ramps.
 - 5.4.8.4 It is important to consider the wide-ranging needs of pedestrians. All pedestrian detours need to be wheelchair accessible, with the inclusion of temporary ramps when necessary. In addition, all barriers, signs, and other obstructions must be detectable via a cane. No obstructions should protrude into the walk zone (at or below head height).
 - 5.4.8.5 Complete sidewalk or pathway closures that force pedestrians to use the other side of the street should only be done as a last resort. If it is necessary to direct pedestrians to the other side of the road, signage must be placed in advance of the intersections closest to either end of the construction zone. This will allow pedestrians to

cross at the intersection, prior to entering the construction zone. Additional barricades and signage should also be placed directly adjacent to the work area, to reinforce that the sidewalk is closed in the work zone.

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

5.4.9 Parking

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

5.4.10 Reduced Idling of Vehicles and Construction Equipment

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

5.4.11.2 Except as provided for in Item 5.8.6 – Emergencies, no change shall be made unless in pursuance of a Change Notice, Change Order or Site Instruction duly signed by the Town and no claim for an addition to or deduction from the Contract Sum or Contract Schedule shall be valid unless confirmed by a Change Order.

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

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

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

5.4.11.5 The Contract Sum or Contract Schedule for completing the Work or portions of the Work shall be adjusted only by a Change Order

signed by the Town. A Change Order shall not be regarded as conferring an extension to the completion dates unless expressly stipulated.

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

5.4.12 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, 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, or the scheduled portion thereof, by the scheduled completion date. The Delay Costs will consist of the following:
 - a) additional fees payable by the Town to the Engineer on a per diem basis according to the Engineer's personnel rates;
 - b) Town personnel costs associated with the delay, in an amount determined by the Town; and

- c) any additional costs or loss of revenue incurred by the Town due to the delay.

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

5.5 Site Condition

5.5.1 Subsurface Conditions

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

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

5.5.1.3 The Town will promptly investigate such conditions and if it finds that the subsurface conditions are substantially different from those indicated in the Contract then the Town will issue a Site Instruction or a Change Order.

5.5.1.4 If the Contractor fails to notify the Town of any substantial difference in site conditions as required in 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 documents, represent the actual conditions.

5.5.2.2 The Contractor shall report immediately any discrepancies between the details shown on the drawings and the actual field conditions or any omissions to the drawings and/or other documents to the Engineer.

5.6 Payments and Certificates

5.6.1 Applicable Taxes

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

5.6.2 Valuation of Change

- 5.6.2.1 The value of any change in the Work shall be determined by the Town in one or more of the following ways:
 - a) By unit prices indicated in the Proposal Form or as otherwise agreed by the Town and the Contractor;
 - b) By estimate and acceptance in a lump sum;
 - c) By cost plus percentage;
 - d) As provided for in the Special Conditions; or
 - e) If a dispute arises regarding the valuation of a change that cannot be resolved through a determination by the Town in one of the above ways, the Parties shall resolve such dispute in accordance with Article 5.13 - Disputes.
- 5.6.2.2 Prior to commencing execution of the Work, the Contractor shall submit to the Town both regular and overtime labour hourly rates.
- 5.6.2.3 For the purpose of 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 If requested the Contractor shall provide a detailed breakdown of the proposed labour rates showing clearly how the makeup of the rate conforms to Article 5.6.2.3. The Town may audit the rates for compliance.
- 5.6.2.5 Unless agreed to in writing by the Town, all extra work will be valued based on regular labour rates.
- 5.6.2.6 The Town will not pay for vehicles used to transport workers.
- 5.6.2.7 The Contractor shall not charge supplemental cost for bonding. Bonding shall be included in the allowed profit and overhead mark-ups defined in 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 5.6.2.1(a), the Contractor shall provide a

detailed breakdown of the proposed cost, to be reviewed and approved by the Town. The breakdown should clearly separate items (for example: Work to be done by the Contractor, Work to be done by Subcontractor, materials, labour, equipment, overhead and profit, etc.). Amounts for overhead and profit must not exceed the amount that can be charged in Article 5.6.2.9. The Contractor shall provide any other documentation that the Town may request in support of the proposed cost.

Alternatively, the Town may request a different a change to Cost plus percentage as defined in Article 5.6.2.1(c).

5.6.2.9 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 5.6.2.1(c), the Contractor shall provide all supporting documentation as described below, in addition to any other documentation that the Town may request. The Town will pay only for labour, materials and equipment directly used in the extra work, plus mark-ups, in accordance with the table below:

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

Transport of equipment:	Transport of equipment will only be accepted if the equipment is not already present at the Work Site.
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5.6.2.10 When a Subcontractor performs the extra work and the payment to the Contractor is on a cost plus percentage basis, the Town will pay the Contractor:

- a) an amount equal to the Subcontractor's costs for labour, materials and equipment used for the extra work, provided that the rates, overhead allowance and profits do not exceed those outlined in Article 5.6.2.9. Detailed invoice(s) from the Subcontractor to be submitted by the Contractor; and,
- b) a mark-up for overhead allowance and profit, not exceeding 10%, on top of the Subcontractor's price. This mark-up shall take account of all additional costs required to ensure that the Subcontractor undertakes the extra work in accordance with the Contract. The Contractor supervision of Subcontractor shall be pre-approved by the Town prior to extra work being undertaken.

5.6.3 Application for Payment

5.6.3.1 Application for payment in the form of a Proper Invoice shall be made monthly, in the first week of each month as the Work progresses, for the value of Work performed and Products incorporated in the Work for the previous month.

5.6.3.2 Where payment is on the basis of a lump sum price as indicated in the Proposal Form, the Contractor shall, before the first application for payment, submit to the Town the project cash flow for the various parts of the Work and a proposed schedule of values to be reviewed and agreed by the Town. The schedule shall aggregate the total Contract Sum, be made out in a form and divided so as to facilitate evaluation of progress claims, and supported by evidence as the Town may direct.

5.6.3.3 Where payment is on the basis of unit prices as indicated in the Proposal Form, the Contractor shall, before the first application for payment, submit to the Town a projected cash flow aggregating the total Contract Sum.

5.6.3.4 Each Proper Invoice shall be accompanied by:

- a) a statement of amounts claimed based on the schedule of values, including any authorized change, if payment is on the basis of a lump sum price as indicated in the Proposal Form;
- b) a schedule of work units duly measured and accepted by the Town and valued at the applicable unit prices, including any authorized change, if payment is on the basis of unit prices as indicated in the Proposal Form;
- c) an updated cash flow projection;

- d) such evidence as the Town may direct showing the Contractor's entitlement to the payment claimed, such as invoices, photographs, Subcontract contract, etc.;
- e) notification of any liability which may fall upon the Town if not paid for by the Contractor; and
- f) Statutory Declaration regarding material, subcontractor and labour payment.

- 5.6.3.5 Each Proper Invoice shall become due and payable by the Town within twenty-eight (28) days of receiving a Proper Invoice.
- 5.6.3.6 The Town will, within fourteen (14) days of receiving a Proper Invoice, advise the Contractor promptly in writing if it is disputing the amount of the Proper Invoice. The Town and the Contractor shall try, in good faith, to reach agreement on the amount prior to the twenty-eight (28) days limit set above. Any remaining amount not disputed shall be paid as per 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 filed, or reasonable evidence in the opinion of the Town indicating probable filing of claims,
 - d) evidence of failure of the Contractor to make payment to Subcontractors for Products or for labour, or
 - e) damage to Other Contractors.
- 5.6.4.3 The Town, at its discretion, may set-off against monies owing to the Contractor if the Contractor does not appear to be on schedule, has not remedied defective Work, appears to have not made payments to its subcontractors, has caused damage to property or persons, or otherwise appears to be in breach of this Contract. With respect to defective Work, the Town may not set off more than an amount equal to twice the Engineer's estimate of the cost to the Town of remedying non-conforming Work.
- 5.6.4.4 In the event that the operation and maintenance manuals, as-built drawings and Materials and Product warranties have not been duly provided on the day that the holdback monies have otherwise become due and payable to the Contractor, the Town may include an item in the deficiency list in the amount of \$100,000.00. Upon the Contractor duly providing to the Town the applicable operation and maintenance manuals, as-built drawings and Material and Product warranties, the remaining sum of \$100,000.00 shall become due and payable to the Contractor in accordance with 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 Town shall give notice to the Contractor of observed defects to the Work within the Warranty Period.

5.6.8.3 The Contractor shall promptly correct, at its expense and to the satisfaction of the Town, any defects observed in the Work during the Warranty Period. The Contractor shall pay for any damage to other work resulting from defects that arise during the Warranty Period.

5.6.8.4 Notwithstanding the provisions of Item 5.6.8 - Warranty Period, if an Applicable Law or Product warranty extends the liability for faulty Materials, Products or workmanship beyond the Warranty Period, then the provisions of the Applicable Law, Material or Product warranty shall apply.

5.6.8.5 With respect to any corrective Work performed, the Warranty Period for such corrective Work shall be extended for an additional twenty-four (24) months from the date of the completion of such corrective Work, but in any event such extended Warranty Period shall not extend beyond thirty-six (36) months of the commencement of the original Warranty Period. In the case of Material or Product warranties which have a warranty longer than that set out in 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 If the Work includes soft landscaping the Contractor shall follow the maintenance standards specified in the Contract or as per the current Town of Canmore Engineering Design and Construction Guidelines. The Contractor will maintain soft landscaping including all turf, trees and shrubs during the Warranty Period.
- 5.6.9.3 The Contractor acknowledges that proper maintenance will reduce, but never eliminate, the chance that a tree or shrub will die or be damaged through Natural Causes.
- 5.6.9.4 The Contractor acknowledges that, if a tree or shrub dies or is damaged through Natural Causes, it is very difficult to prove whether the result could have been prevented by proper maintenance. In order to avoid problems of proof of causation and to ensure that the Contractor has an incentive to properly maintain the trees and shrubs, the Contractor shall be liable for all death or damage to trees and shrubs due to Natural Causes.
- 5.6.9.5 The Contractor shall not be liable for the death or damage to trees or shrubs if caused directly by human intervention not resulting from the act or inaction of the Contractor, its employees, agents or Subcontractors. Examples of this kind of damage include:
 - a) vandalism,
 - b) car accidents,
 - c) construction accidents other than construction accidents involving the Contractor or its Subcontractors,
 - d) flooding caused by human activities on or near the site,
 - e) chemical contamination and
 - f) accidents during maintenance by the Town.
- 5.6.9.6 The onus shall be on the Contractor to prove that the death or damage of a tree or shrub was not as a result of Natural Causes.
- 5.6.10 Final Acceptance Certificate
 - 5.6.10.1 Thirty (30) days prior to the expiration of the Warranty Period the Contractor shall apply to the Town for a Final Acceptance Certificate. The Town shall issue a Final Acceptance Certificate to the Contractor if all observed defects in the Work have been corrected to the Town's satisfaction.
- 5.6.11 Non-Waiver of Responsibility
 - 5.6.11.1 Notwithstanding any other term of the Contract, no certificate, payment or waiver of claims shall relieve the Contractor from liability arising out of the Contractor's failure to comply with the Contract.

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

5.6.12 Audits

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

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

5.6.12.3 The obligations of Article 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 Article 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 Product or any portion of the Work, the Contractor shall substitute an equally suitable Product or portion of the Work, subject to the approval of the Town.

5.7.4.2 The Town will indemnify the Contractor for all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the Contractor's performance of the Work which are attributable to an infringement or any alleged infringement of any patent, copyright, trade secret or invention arising from the Contractor's use of models, plans or designs of which were supplied to the Contractor by the Town.

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

- 5.7.5 Importing Fees and Indemnity
 - 5.7.5.1 The Contractor shall undertake all needed operations, and pay all relevant fees, charges, penalties, or duties levied in importing any equipment, services or Products for the performance of the Work.
 - 5.7.5.2 Without limiting the generality of Article 5.7.5.1, if the Contractor is required to import equipment, services or Products for the Work, the Contractor must ensure that the Contractor or the Contractor's agent or representative is the "IMPORTER OF RECORD" for Canada Customs and Revenue Agency purposes.
 - 5.7.5.3 The Contractor shall indemnify the Town for any fees, charges, penalties, or duties that may be levied by the Federal Government relating to any equipment, services or Products imported by the Contractor for the performance of the Work.
 - 5.7.5.4 If any import duties relating to Products increase or decrease subsequent to the RFP Closing, any resulting change in the cost shall constitute a corresponding change in the Contract Sum.
 - 5.7.5.5 The Contractor shall co-operate fully with the Town and the proper authorities in seeking to obtain all refunds of all fees, charges, penalties or duties to which the Town may be entitled.
- 5.7.6 Credits or Grants Applicable to the Work
 - 5.7.6.1 All credits, grants or incentives of any nature provided by any municipal, provincial, federal or international authority and attributable to the Work shall be the property of the Town. Without limiting the generality of the foregoing, if the Work results in the ability to demonstrate reductions in the generation of greenhouse gases, such reductions and any resulting greenhouse gas credits, offsets or other instruments that may exist to measure and value such reductions shall be the property of the Town.
 - 5.7.6.2 If required and as may be requested by the Town, the Contractor shall provide the Town with all information, documents and assistance as may be required to enable the Town to obtain all credits, grants or incentives.

5.8 Protection of Work, Property and Life

- 5.8.1 Use of Premises and Overloading
 - 5.8.1.1 The Contractor shall confine its apparatus, the storage of Materials or Products and the operations of its workers to limits indicated by Applicable Laws, permits or by direction of the Town and shall not unreasonably encumber the premises with its Materials, Products and equipment.
 - 5.8.1.2 The Contractor shall not load or permit to be loaded any part of the Work with a weight that will endanger its safety and, in addition, no part of the Work shall be loaded after the pouring of concrete except with the approval of the Town.

- 5.8.1.3 The Contractor shall comply with the Town's instructions regarding signs, advertisements, fires, smoking, sanitation and storage of inflammable products.
- 5.8.2 Protection of Work and Property
 - 5.8.2.1 The Contractor shall maintain, at the Contractors' expense, continuous and adequate protection of the Work from damage and shall protect the Town's property from damage arising in connection with the performance of the Work. The Contractor shall, at its expense make good any damage to the Work and to the property of the Town arising as a result of the Contractor's performance of the Work.
 - 5.8.2.2 The Contractor shall not be responsible for any damage or injury to the Work or to the property of the Town which may be directly caused by the Town, its agents or employees, or from any work or risk which the Town has agreed to insure, provided the Contractor has taken reasonable protective precautions. Any such damage or injury shall be remedied by the Contractor upon the written direction of the Town. The time for completion shall be extended and the costs incurred by the Contractor for such remedial work shall be added to the Contract Sum.
 - 5.8.2.3 The Contractor shall take all necessary precautions to prevent damage to adjoining property, roads and existing structures, fences, gates, walls, and other features on the site which are to remain during the execution of the work. Any damage caused as a result of the construction will, at the Contractor's expense, be returned to as good or better than pre-construction condition and to the satisfaction of the Engineer.
 - 5.8.2.4 The Contractor shall provide, erect and maintain all necessary hoardings, barricades, covered ways, guardrails, barriers, night lights, sidewalks, curbs, and protection as may be necessary for the preservation of public health and safety, or as may be required by Applicable Laws.
 - 5.8.2.5 The Contractor shall comply with the Town's Engineering Design and Construction Guidelines, which deals with construction near or around ornamental trees and natural tree areas.
 - 5.8.2.6 The Contractor shall supply and keep at the Work Site, facilities and equipment for extinguishing fires of the type and size suitable to 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, the Pipeline

crossing agreements and any other reasonable direction given to the Contractor by the Town.

- 5.8.3.2 Without restricting the generality of 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 5.8.3 - Construction Work at or Near Pipelines, is a substantial breach of the Contract, and the Town may immediately terminate the Contract pursuant to Article 5.12.2.6.

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 neglect of the other party, or anyone employed by a subcontractor, then the injured party shall be reimbursed by the other party for such damage. The party reimbursing the other party shall be subrogated to the rights of that other party in respect of such wrongful act or neglect if such act is that of an employee or a subcontractor.

5.9.1.2 Claims shall be made in writing to the party liable within a reasonable time after the first observance of such damage and not later than the date of the Construction Completion Certificate, except as expressly stipulated otherwise in the Contract, and may be adjusted by agreement or in the manner set out in the Subsection 5.13 - Disputes.

- 5.9.1.3 If the Contractor has caused damage to any Other Contractor on the Work, the Contractor upon notice from the Town shall settle with the Other Contractor if the Other Contractor will so settle. If the Other Contractor makes a legal claim against the Town on account of any damage alleged to have been caused by the Contractor, the Town shall notify the Contractor and may require the Contractor to defend the claim at the Contractor's expense. If any final order, judgment or award against the Town arises there from, the Contractor shall pay and satisfy the order, judgment or award, and all costs incurred by the Town, including legal costs on a solicitor client basis.
- 5.9.1.4 If the Contractor becomes liable to pay or satisfy any final order, judgment or award against the Town, then the Contractor, upon undertaking to indemnify the Town against any and all liability for costs and interest, shall have the right to appeal in the name of the Town such final order, judgment or award to any and all courts of competent jurisdiction.
- 5.9.2 Indemnification
- 5.9.2.1 The Contractor agrees to indemnify and hold harmless the Town and its directors, officers, elected officials, agents and employees from and against losses, claims, demands, payments, suits, judgments, costs or expenses 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 5.9.2- Indemnification, costs shall mean solicitor and client costs, whether the Town retains in house or external Counsel.
- 5.9.2.5 The obligations of the Contractor under Item 5.9.2 - Indemnification shall not extend to the liability of the Town, its directors, officers, elected officials, agents and employees where such liability arises from the act or omission of the Town and where the Contractor, by the exercise of reasonable diligence, could not have prevented such a course of action from arising.

5.10 Bonds

5.10.1 Performance, Labour and Material Payment and Maintenance Bonds

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

5.11 Insurance

5.11.1 Contractor's Liability Insurance

- 5.11.1.1 Throughout the term of this Contract, the Contractor shall maintain in full force and affect the following:
- a) General Liability Insurance in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence for personal injury and/or property damage. Such policy shall be endorsed to include the following:
- 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.
 - c) Professional Liability coverage of the Retaining Wall Design Engineer in an amount not less than FIVE MILLION DOLLARS (\$5,000,000) insuring against errors and omissions in their performance of professional services under this RFP. Such insurance shall include bodily injury coverage. The Retaining Wall Design Engineer shall maintain appropriate insurance coverage for at least two (2) years after the completion of services.
- 5.11.1.2 The insurance coverage shall be endorsed to provide the Town with thirty (30) days prior written notice of cancellation, and shall be in a form acceptable to the Town's requirements. Evidence of such policies (i.e. certified copy of Certificate of Insurance) shall be submitted to the Town prior to commencement of work.
- 5.11.1.3 As an alternative to submitting the Certificate of Insurance, the Contractor may provide full certified copies of the policies and such policies shall be properly endorsed and acceptable to the Town. Evidence of renewal of coverage, subject to the provisions hereunder, shall be provided to the Town prior to expiry.
- 5.11.1.4 Upon request by the Town, the Contractor shall provide additional insurance, if the Town due to changing conditions deems this necessary.
- 5.11.1.5 The amount of insurance shall not limit the Contractor's obligations under this Contract.
- 5.11.1.6 The Contractor consents to the Town's release of information about the insurance maintained by the Contractor to party whom the Town reasonably believes:
 - a) has a claim against the Contractor, or
 - b) has a claim against the Town for which the Contractor is required to indemnify the Town pursuant to 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 Product manufacturer without prior permission of the Town; or
 - c) fails to make payments due to its Subcontractors, its suppliers or its employees; or
 - d) disregards any Applicable Law, or the Town's instructions; or
 - e) is decertified from the Certificate of Recognition program or the Town is otherwise advised that the Contractor's certification under a similar program is to expire; or
 - f) if the Contractor fails to pay any sum awarded by an Arbitrator to the Town within ninety (90) days; or
 - g) neglects to perform the Work properly; or
 - h) neglects to perform the Work in accordance with the Contract Schedule; or
 - i) is otherwise in breach of a provision of the Contract.

- 5.12.2.3 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 representing the Town's estimate of costs for repair of Work during the Warranty Period; and
 - e) on expiry of the Warranty Period, charge the Contractor the amount by which the cost of corrections during the Warranty Period exceeds the allowance, if any, provided for such corrections, or if the cost of such corrections is less than the allowance, pay the Contractor the difference.
- 5.12.3 Contractor's Right to Stop Work or Terminate Contract
 - 5.12.3.1 If the Work should be stopped or otherwise delayed for a period of forty-five (45) days or more under an order of any court or other public authority, and providing that such order was not issued as the result of any act or fault of the Contractor or of any one for whom the Contractor may be responsible at law, the Contractor may, without prejudice to any other right or remedy the Contractor may have, terminate the Contract by giving the Town written notice.

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

5.13 Disputes

5.13.1 Dispute Resolution

5.13.1.1 Any disputes between the Town and the Contractor regarding interpretation and application of the Contract, or any part of it, shall be resolved according to the escalating processes provided by this 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.

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

5.13.3 Notice of Dispute

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

5.13.3.2 If the Contractor has given notice of a dispute to the Town under in respect of any dispute arising under the Contract, the notice of dispute and the Town's decision shall be resolved in accordance with this 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:

- a) the Work has been completed,
- b) the Contract has been terminated, or
- c) the Contractor has abandoned the Work,

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

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

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

5.13.7 No suspension of Contract timelines

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

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

END OF SECTION

6.0 Special Conditions

6.1 Milestone Dates

- 6.1.1 The Site is available to the Contractor on June 24, 2024.
- 6.1.2 The Construction Completion Date shall be achieved at a date no later than October 31, 2024.

6.2 Work by Others

- 6.2.1 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 co-operate 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. Potential known work by others is described herein.
- 6.2.2 The Contractor will be required from time to time, to stage and coordinate its Work to accommodate work by others. Staging, coordination and accommodation of such works is incidental to the Project and no separate payment shall be made to the Contractor.
- 6.2.3 Delay in completion of work by others does not extend the Construction Completion Date or entitle the Contractor to additional compensation. No extra payment shall be made to the Contractor for delays resulting from work by others.
- 6.2.4 Landscaping Contractor
 - 6.2.4.1 Finished landscaping for the Project has been included as a Provisional portion of the Work. Following award, the Town will determine whether finished landscaping will be awarded to the Contractor or a contractor separately engaged by the Town for this purpose (the Landscaping Contractor).
 - 6.2.4.2 The Contractor shall be fully responsible for coordinating hand-over to and joint accessibility of the Site for the Landscaping Contractor throughout the duration of the Project.
 - 6.2.4.3 The Engineer shall schedule a joint inspection with the Contractor and the Landscaping Contractor to formalize hand-off. The joint inspection will document and confirm that hand-off conditions are satisfactorily met.
 - 6.2.4.4 The timing of joint inspections and Project hand-off is at the sole discretion of the Engineer. For clarity, the Contractor is advised that hand-off may not be formalized for hand-off in time for landscape construction in 2024. In the case that the Project is not ready for hand-off at that time, the 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 2024-25 time period.
 - 6.2.4.5 In general, at the time of hand-off the Contractor shall have completed the Project according to the Drawings, and specifications, including but not limited to: stockpiling of topsoil,

grading and preparation of the subgrade in landscaped areas, and complete erosion and sediment control measures to the satisfaction of the Engineer.

- 6.2.4.6 The Contractor shall take care to protect all work completed by the Landscaping Contractor. Costs for repairing any damage to the finished landscaping by the 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.
- 6.2.4.7 The Landscaping 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.

6.3 Work in The Vicinity of Utilities

6.3.1 General

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

The Town of Canmore Trevor Reeder Community Development Engineer 902 7 Avenue Canmore, AB T1W 3K1 P: (403) 679-5021 E: mailto:trevor.reeder@canmore.ca	ATCO Distribution Al Lowe Field Representative P: (403) 245-7351 E: mailto:al.lowe@atco.com
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6.4 Subsurface Conditions

- 6.4.1 The following subsurface investigation and existing retaining wall condition assessment reports are appended to this document:
 - 6.4.1.1 Geotechnical Investigation 1 – Bow River Pathway, Canmore – Clifton Engineering Group Ltd. (June 24, 2022)
 - 6.4.1.2 Retaining Wall Condition Assessment Below Prospect Heights in Canmore AB – Taylor Geotechnical (February 3, 2022)
- 6.4.2 This information is provided for general information only, and neither the Town nor the Engineer accept any responsibility for the Contractor's interpretation of the contents.

6.5 Environmental Construction Operations (ECO) Plan

- 6.5.1 This section includes the requirements which shall be included in the Contractor's Environmental Construction Operations Plan (ECO Plan) order to fulfil their environmental responsibilities.

- 6.5.2 The ECO Plan is the Contractor's plan for the identification and mitigation of potential environmental impacts that may occur as a result of their activities.
- 6.5.3 Responsibilities of the Town and/or the Engineer:
- 6.5.3.1 Identify any anticipated unique situations that will require special environmental protection measures. Ensure that the Contractor addresses these situations in the ECO Plan.
 - 6.5.3.2 Review the Contractor's ECO Plan prior to commencement of work to determine if it is appropriate for the site conditions anticipated.
 - 6.5.3.3 Liaise with the Contractor to address any concerns with the proposed ECO Plan.
 - 6.5.3.4 Periodically monitor the work zone to ensure the Contractor implements and maintains the ECO Plan.
 - 6.5.3.5 Initiate any meetings required with the Contractor to address any concerns regarding the performance of the ECO Plan.
 - 6.5.3.6 Advise the Contractor of any deficiencies in the Contractor's environmental protection measures and ensure that the Contractor takes appropriate and timely corrective action.
 - 6.5.3.7 Order the Contractor to suspend work in cases of recognized non-compliance with the ECO Plan or where the Contractor fails to undertake appropriate and timely measures to protect the environment or fails to correct reoccurring deficiencies.
- 6.5.4 Contents of the ECO Plan
- 6.5.4.1 The ECO Plan shall be consistent with the requirements of the current version of the City of Calgary ECO Plan Framework.
 - 6.5.4.2 The ECO Plan shall address Alberta Environment and Park's Decontamination Protocol for Work in or Near Water (the Decontamination Protocol) in order to meet regulatory approval conditions. The protocol can be found at the following website:
<https://open.alberta.ca/dataset/9b126cfd-b637-4dd2-838e-b43d12c8993a/resource/d89b106e-af61-4858-a991-12caadd0869d/download/aep-decontamination-protocol-for-work-in-or-near-water.pdf>
 - 6.5.4.3 The ECO Plan shall address groundwater dewatering at the retaining wall site, including pumping and release of water. Dewatering to Canmore Creek or the Bow River will not be permitted.
- 6.5.5 The Contractor is required to submit one ECO Plan for the project including all subcontractor activities. Where appropriate, ECO Plans provided by subcontractors for their activities may be included in the project ECO Plan.
- 6.5.6 The Contractor shall submit the Environmental Construction Operations Plan to the Engineer for review at least 5 days prior to the Pre-Construction Meeting.

- 6.5.7 The Engineer will review the ECO Plan and communicate any concerns to the Contractor at the Pre-Construction Meeting.
- 6.5.8 The Contractor shall address any issues or concerns regarding the proposed ECO Plan to the satisfaction of the Engineer prior to commencement of the Work.
- 6.5.9 The finalization of the ECO Plan to the mutual satisfaction of the Engineer and the Contractor does not constitute an approval or assurance from the Engineer that the “temporary environmental control measures” detailed in the ECO Plan are sufficient to ensure compliance with all applicable legislation, regulations or conditions of approval.
- 6.5.10 The Contractor is ultimately responsible to ensure all measures used on the project are sufficient to ensure compliance with all applicable authorities.

6.6 Project Meetings

6.6.1 Pre-Construction Meeting

- 6.6.1.1 A Pre-Construction Meeting will be scheduled as soon as practicable following notification of Award.
- 6.6.1.2 The following information is required for review by the Engineer five days prior to the pre-construction meeting:
 - a) Detailed Construction Schedule, expected to be based on the Project Schedule submitted with the Proposal;
 - b) Complete hazard assessment of the Work Site;
 - c) Contractor’s plan or process that will be used for ensuring OH&S Act and Regulations are adhered to on site by their employees, Subcontractors employees, and by other people on the Work Site;
 - d) The name of the Contractor’s Work Site designate along with the list of applicable OH&S training the site designate has;
 - e) 24-hour Emergency Contact Information;
 - f) Contractors plans for staging the work; and,
 - g) Completed ECO Plan.
- 6.6.1.3 Failure to provide the aforementioned information may result in the Contractor not being allowed to start the Work. The Contractor shall have no basis for extension to the Construction Completion Date or additional cost claims from varying site conditions in the event of delayed start of Work due to delayed or incomplete submissions.

6.6.2 Construction Progress Meetings

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

meeting agenda. The Engineer will take and distribute minutes of meetings with a focus on key decisions and action items.

6.7 Schedule

6.7.1 Construction Schedule Submissions

6.7.1.1 Format

- a) Prepare schedules using critical path method techniques;
- b) Prepare schedules in the form of a horizontal bar chart showing activity restraints, duration, early and late start and finish dates, and float. Provide a separate bar for each operation;
- c) Provide a horizontal time scale identifying the first day of the week;
- d) Identify hours of work; and
- e) Identify staging required to attain the overall Construction Completion Date.

6.7.1.2 Detailed Construction Schedule

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

6.7.1.3 Construction Progress Schedule

- a) An updated and current Construction Progress Schedule shall be distributed by the Contractor 1 day before each scheduled weekly Construction Progress Meeting.
- b) The Contractor shall present its Construction Progress Schedule at each Construction Progress Meeting.
- c) The Construction Progress Schedule shall be in bar chart format and show progress achieved and planned in the previous week, the current week and the three following weeks. The time scale shall be calendar days.

6.7.2 Construction Progress

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

6.7.2.2 If the forecast completion date for the Work is three or more weeks behind the Contract Completion Date, the Town may require the

Contractor to work additional time (including weekends and holidays), employ additional resources, or both as may be required to bring the project back on schedule, at no additional cost to the Town.

6.8 Requests for Information

- 6.8.1 Time is of the essence for the Contract. It is intended that the Engineer and the Contractor will collaborate on an ongoing basis to address any changes or issues as they arise, so that the Project can continue to progress as expeditiously as possible. The Engineer will make use of Field Orders to provide a written record of such decisions.
- 6.8.2 When the Contractor deems it necessary to issue a formal Request for Information (RFI), the Engineer will endeavor to respond in whole or in part within seventy-two (72) hours of receiving the RFI. The Engineer's response time for an RFI shall not entitle the Contractor to damages for delay.

6.9 Survey

- 6.9.1 The Contractor shall provide all survey services for the Project, including establishing and laying out all control points, benchmarks, baselines, working points, elevations, grades, points, staking, quantity surveys and as-built surveys as required. The Contractor's survey services are incidental to the Contract, and no separate or additional payment will be made.
- 6.9.2 The Engineer may elect to perform Quality Assurance checks of the Contractor's survey work from time to time. If required, the Contractor shall facilitate access to the survey control points and benchmarks at least forty-eight (48) hours in advance of the Work for which the Engineer's survey checks are intended. The completion of Quality Assurance checks shall not be construed to relieve the Contractor of their responsibility for the accuracy and completeness of their survey.
- 6.9.3 The Contractor shall satisfy itself before commencing the Work as to the correctness and meaning of all stakes and marks. If any component(s) of the Work is found to be incorrectly located or constructed, the Contractor shall, at its own expense, immediately take any action necessary to correct or replace the component(s) of the Work in question; including the supply of any and all additional material, equipment or labour that may be required. In addition, the Contractor shall be responsible for any delay incurred as a result of these errors.
- 6.9.4 The Contractor shall engage at their cost a registered ALS to complete stakeout of the Canmore Creek edge of bank. This stakeout shall be maintained or refreshed through the duration of the project.

6.10 Quality Control / Quality Assurance

- 6.10.1 Quality Control Monitoring and Testing (by the Contractor)
 - 6.10.1.1 The Contractor is responsible for carrying out, at the Contractor's expense, an adequate Quality Control monitoring and testing program to ensure or provide evidence that their mix designs, products, and workmanship conform to requirements as specified in the specifications. Testing shall include but not be limited to this list:

- a) Standard Proctor Density curves for borrow material, native backfill material and granular material;
 - b) Compaction control tests for backfill material, roadway subgrades and granular material;
 - c) Asphalt and concrete quality control as outlined in the referenced specifications; and,
 - d) Retaining wall quality control and monitoring as outlined in Specification 03384.
- 6.10.1.2 The Contractor is also responsible for monitoring and testing required by laws, ordinances, rules, regulations, or orders of public authorities.
- 6.10.1.3 To perform the testing, the Contractor may engage the services of a certified laboratory or may use the Contractor's own certified staff and facilities subject to the Engineer's approval.
- 6.10.1.4 The Contractor shall provide copies of all test results to the Engineer on once received, or at a minimum along with its submission for monthly Progress Payments.
- 6.10.1.5 The Engineer may require further quality control testing at the Contractor's expense if initial results are not satisfactory.
- 6.10.1.6 Only the Engineer's test results shall be utilized in the enforcement of the specifications.
- 6.10.2 Quality Assurance Monitoring and Testing (by the Engineer)
- 6.10.2.1 The Engineer will conduct inspections, either on site or in the plant or both, and the quality assurance laboratory will perform testing to establish the acceptability of the Contractor's products and workmanship as specified in the specifications.
- 6.10.2.2 A certified laboratory, designated by the Engineer, will conduct quality assurance testing and plant inspection where necessary.
- 6.10.2.3 Quality assurance monitoring and testing do not relieve the Contractor of the responsibility to supply products and perform the work in accordance with the specifications.
- 6.10.2.4 Only the Engineer's test results shall be utilized in the enforcement of the specifications.
- 6.10.2.5 Contractor's responsibilities with respect to the Engineer's QA:
- a) Cooperate with the Engineer and facilitate the conduct of monitoring and testing;
 - b) Notify the Engineer sufficiently in advance of operations to allow for monitoring and testing of key activities including concrete pours and paving operations (minimum 48 hours' notice is required);
 - c) Provide safe access to the Work to be monitored and tested;

- d) Make good any Work that is disturbed by monitoring and testing; and
- e) Provide storage on site for the testing laboratory's exclusive use to store equipment and cure test samples.

6.11 Site Diary

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

6.12 Documents on Site

- 6.12.1 The Contractor shall keep one copy of each of the following documents on the job site, in good order and available to the Town:
 - 6.12.1.1 Contract documents and Drawings and all subsequent revised Drawings and addenda;
 - 6.12.1.2 Specifications: copies of the relevant specifications listed in the Contract;
 - 6.12.1.3 Reviewed shop drawings;
 - 6.12.1.4 Change orders;
 - 6.12.1.5 Other modifications to the Contract;
 - 6.12.1.6 The Detailed Construction Schedule and current Construction Progress Schedule;
 - 6.12.1.7 MSDS sheets;
 - 6.12.1.8 Road Use/Excavation Permits;
 - 6.12.1.9 Crossing Agreements;
 - 6.12.1.10 ESC Records;
 - 6.12.1.11 ECO Plan; and
 - 6.12.1.12 Manufacturer's installation and application instructions for all products and equipment.

6.13 Construction Field Operations

- 6.13.1 The Contractor shall keep the Work Site properly and efficiently drained for the duration of construction.
- 6.13.2 Proper drainage is not limited to the Work Site and shall include any overland flows from any sources that affect the Work Site.
- 6.13.3 The Contractor will be responsible for all damage that may occur as a result of water backing up or flowing over, through, or along any part of the Work Site

or anywhere else a flow is caused. At the end of each day, all new Work will be protected.

- 6.13.4 Storage of materials on streets or lanes will not be allowed unless approved by the Town.
- 6.13.5 Dust control will be maintained at all times on the Work Site. Entrances to and exits from the Work Site will be kept clean and free of clay and debris from the Contractor's operations. If spillage or tracking occurs it will be cleaned up immediately to the satisfaction of the Town.

6.14 Disposal of Garbage and Waste Materials

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

6.15 Record Drawings

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

complete set of marked Drawings indicating any changes in the Contract Documents. A covering letter must be included stating that all changes have been recorded on the marked set of Drawings.

6.16 Location and Disruption of Existing Services on the Project Site

- 6.16.1 Where existing utilities are shown on drawings or other documents provided by either the Town or the Engineer, it is understood that this information is provided for convenience only. No responsibility is assumed or implied by the Town or the Engineer as to the completeness or accuracy of utility locations or omissions.
- 6.16.2 Existing services on the Project Site may include, but are not limited to, the following:
 - 6.16.2.1 ATCO Gas
 - 6.16.2.2 Town of Canmore (Sanitary Sewer and Storm Sewer)
- 6.16.3 The Town is in the process of obtaining a Crossing Agreements from the existing services listed herein. These Crossing and Proximity Agreements, if received during the RFP period will be provided to the Proponents through an Addendum or provided to the successful Proponent if received after the RFP Closing Date.
- 6.16.4 The Contractor shall adhere to all requirements outlined in the crossing agreements.
- 6.16.5 The Contractor should not limit coordination efforts solely with those authorities listed above but should be cognizant at all times of the possibility of other utilities existing in the area and employ all necessary measures to avoid conflict with any unknown services that may be present.
- 6.16.6 Should unknown services be encountered, the Contractor shall immediately stop work, inform the Engineer, and confirm findings in writing.
- 6.16.7 The Contractor shall immediately notify the proper authorities and the Engineer regarding any utility mis-locates or utility hits. The Contractor shall investigate utility hits and a report is to be provided to the Engineer within twenty-four (24) hours of the incident.
- 6.16.8 The Contractor shall include topographic survey on all modified utility lines for Record Drawings prior to backfilling. Such works shall include the survey of all shallow utilities as well as sanitary sewers, storm sewers and water mains. Recorded information will include, but not be limited to, pipe sizes, pipe / conduit material types, and 3TM NAD83 coordinates (PNEZD format) at all fittings and changes in direction. Such As-Built information shall be made available to the Engineer for review at any stage during construction. Prior to application for release of Holdback, the Contractor will provide copies of all utility As-Built survey information to the Engineer.

6.17 Noise and Hours of Work

- 6.17.1 The Contractor shall adhere to the Town of Canmore's Community Standards Bylaw. Information is available at the following link:

[Town of Canmore - Community Standards](#)

6.18 Parking

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

6.19 Code of Practice for Asphalt Paving Plants

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

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

6.20 Deficiency Holdback

- 6.20.1 Further to Subsection 5.6.5.2, the Town will retain a Deficiency Holdback at the time of Substantial Performance, equal to either twice the value of any deficiencies identified by the Engineer, or \$25,000, whichever is greater. The value of deficiencies shall be determined at the sole discretion of the Town, based on the Contract unit prices or other available pricing information.
- 6.20.2 The Deficiency Holdback is separate from the Builders’ Lien Holdback and will be retained in full until all identified deficiencies are addressed in accordance with the Contract, to be solely confirmed by the Engineer.

6.21 Document Control System

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

6.22 Application for Payment

- 6.22.1 Further to General Condition 5.6.3.4 the Contractor shall submit the following:
 - 6.22.1.1 An updated Detailed Construction Schedule to Construction Completion; and
 - 6.22.1.2 Copies of all Quality Control testing results.

6.23 Site Access

- 6.23.0 An Information Document titled Site Access Map has been provided outlining site access.

- 6.23.1 Prospect Court Emergency Lane
 - 6.23.1.1 The Contractor shall access the Site through the Prospect Court Emergency Lane.
 - 6.23.1.2 The Contractor is advised that the Town recently completed construction of a paved 3.5m wide pathway on the Prospect Court Emergency Lane. This project is still within the maintenance period under that separate project. Prior to the Contractor accessing the Prospect Heights Retaining Wall site, a site walkthrough and pre-construction photography will be completed with all parties. Any costs to repair damage resulting from the Contractor's access to the Prospect Heights Retaining Wall site shall be the full responsibility of the Contractor and shall be repaired to the satisfaction of the Town.
- 6.23.2 The emergency access road connecting to the pathway from the 100 Prospect Heights condominium property shall not be used as a site access by the Contractor. The access road is privately owned.
- 6.23.3 During construction, the gravel trail access from Prospect Heights to the Prospect Court Emergency Access Lane will be closed for the duration of construction.

6.24 Laydown Areas

- 6.24.1 The area available to the Contractor for laydown is generally restricted to the project site and the gravel access road between the project site and the paved Prospect Court Emergency Access road. The Contractor shall be responsible for management of materials and stockpiles within the project site area. Any disturbance beyond the removals and stripping limits shown on the Technical Drawings shall be restored to its original state as incidental to the Works with no additional compensation provided.
- 6.24.2 The Contractor may establish a laydown area in West Canmore Park if desired. The park can be reached by vehicle from Rundle Drive, but cannot be directly accessed from the project site. Pedestrian access is available across either existing Canmore Creek bridge, but vehicle access over the pedestrian bridges will not be permitted. The Contractor is responsible for the establishment and restoration of the laydown area to its original state as incidental to the Works with no additional compensation provided.
- 6.24.3 The existing gravel emergency access road between the 100 Prospect Heights condo access and the paved pathway may be used for construction staging and laydown; however, the paved asphalt emergency access road may not be used as a laydown.

END OF SECTION

7.0 Technical Specifications

7.1 Standard Specifications, Guidelines and Requirements

- 7.1.1 Unless otherwise noted, the Standard Specifications for this Project shall be the current edition of the Town of Canmore Engineering Design and Construction Guidelines (EDCG).
- 7.1.2 Where additional specification is required beyond the EDCG, it is supplemented with City of Calgary and Alberta Transportation and Economic Corridors Specifications, Guidelines and Requirements as noted herein.
- 7.1.3 The Contractor must comply with the City of Calgary's Current Edition (as at issuance of the RFP) of the following documents, which are incorporated by reference:
- 7.1.3.1 Standard Specifications:
 - a) Road Construction
 - b) Sewer Construction
 - c) Erosion and Sediment Control
 - 7.1.3.2 Development Guidelines and Standard Specifications:
 - a) Landscape Construction
 - 7.1.3.3 Standards, Guidelines, Manuals and Catalogues:
 - a) Field Manual for Erosion and Sediment Control
- 7.1.4 All references to City of Calgary entities shall be taken as referring to the equivalent entities within the Town of Canmore.

7.2 General Scope

- 7.2.1 The scope of the Work includes, but is not limited to, the following:
- 7.2.1.1 Implementation of protective environmental, erosion, and sediment control measures;
 - 7.2.1.2 Removal and disposal of a portion of the existing boulder and geogrid retaining wall;
 - 7.2.1.3 Construction of a gabion basket wall and reconstruction of a portion of the existing boulder wall;
 - 7.2.1.4 Earthworks including removal and disposal of existing asphalt and gravel roadways and pathways, removal of site appurtenances, excavation and backfill associated with the wall construction and offsite disposal of excess and unsuitable materials;
 - 7.2.1.5 Dewatering as required to complete the work;
 - 7.2.1.6 Supply and installation of a new frame and cover and adjustment of a catch basin to finished grade, and adjustment of an existing sanitary manhole to finished grade.
 - 7.2.1.7 Construction of new curb and gutter. Construction of gravel and asphalt roadways and pathways including ancillary items;

7.2.1.8 All other civil works related to the completion of the project.

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. Unless stated otherwise in the Specifications, Unit Price Schedules and Pricing Form, all prices are to be consistent with measurement and payment formats outlined in the current City of Calgary Standards and Specifications.
- 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, stockpiling, installing, cleaning, testing, and placing in service the work together with all work subsidiary and incidentals thereto for which separate payment is not provided elsewhere. Payment shall be made for completed work only, no interim or advanced payments will be made for supply of material to site. All costs for early procurement of materials to avoid schedule delay due to supply chain issues shall be born by the Contractor.
- 7.3.5 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 Contract, 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.

7.5.3 Surplus Material Offsite Disposal

7.5.3.1 It is anticipated that a proportion of the topsoil stripping or excavated material may not be able to be used on site, and will be required to be removed and disposed of offsite. Identification and surplus material shall be at the sole discretion of the Engineer. Whenever such material is identified, the Contractor shall assume ownership of all surplus common excavated material and dispose of the material offsite, to the satisfaction of the Engineer.

7.5.3.2 The Contractor's unit price bid for "Surplus Material Offsite Disposal" shall be measured and paid per cubic metre (m³) of material removed from site, as determined by the Engineer. The unit price bid for "Surplus Material Offsite Disposal" will be paid as a premium in addition to payment for "Topsoil Stripping to Stockpile" or "Site Grading", respectively, and is assumed to include any additional related effort incurred by the Contractor beyond the base "Topsoil Stripping to Stockpile" or "Site Grading" prices, including but not limited to interim stockpiling, double-handling of material, dust control, loading, hauling and disposing of the material at an off-site location in accordance with any applicable bylaws or regulations.

7.5.3.3 The Contractor is further advised that surplus materials for offsite disposal may substantially consist of mixed or marginal material including rocks and organics and should govern its unit price bid accordingly. This price bid will be considered full compensation for all labour, materials, equipment, tools and incidentals necessary to complete the Work to the satisfaction of the Engineer.

7.5.4 Coal Offsite Disposal

7.5.4.1 Geotechnical investigation including a borehole in the vicinity of the retaining wall site confirm two coal layers are present in the area, and may be encountered during construction. This Provisional bid item covers work associated with the removal and disposal of any coal material at a Class I – Hazardous Waste Landfill such as Waste Connections – Walden in Calgary, Alberta. Upon discovery of suspected coal material, the Engineer is to be notified prior to proceeding with removal.

7.5.4.2 Payment shall be made per cubic metre (m³) of material removed from site, as determined by the Engineer. The unit price bid for "Coal Offsite Disposal" will be paid as a premium in addition to payment for the "Gabion Basket Wall", which includes all excavation and backfill associated with the wall construction. The price includes but is not limited to all interim stockpiling, double-handling of material, loading, hauling and disposing of material. The price bid will be considered full compensation for all labour, materials,

equipment, environmental testing, tools and incidentals necessary to complete the Work to the satisfaction of the Engineer.

7.5.5 Imported Topsoil

- 7.5.5.1 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.
- 7.5.5.2 Contractor to provide soil composition testing results per Section 5.1.7 of City of Calgary Development Guidelines and Standard Specifications: Landscape Construction for review and acceptance by the Engineer minimum ten (10) working days prior to hauling of material to site.
- 7.5.5.3 Contractor to provide minimum 48 hours notice prior to review of soil material placement and grading, and hold for review.
- 7.5.5.4 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.
- 7.5.5.5 Work shall conform with Section 5.1 of City of Calgary Development Guidelines and Standard Specifications: Landscape Construction, except where superseded by EDCG.

7.5.6 Topsoil Placement from Stockpile

- 7.5.6.1 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.
- 7.5.6.2 Contractor to provide minimum 48 hours notice prior to review of soil material placement and grading, and hold for review.
- 7.5.6.3 Work shall conform with Section 5.1 of City of Calgary Development Guidelines and Standard Specifications: Landscape Construction, except where superseded by EDCG.

7.5.7 Seed, Sod and Plant Material

7.5.7.1 Sod

- a) Sod to be NaturesTurf, Grassland Blend, or approved alternate.

- b) Surface preparation prior to sod installation to be per the Town of Canmore EDCG. Sod installation may only proceed 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.
- c) Contractor to provide all required submittals per the EDCG.
- d) Work shall conform with all sections of EDCG.
- e) Measurement and payment shall be made on the unit price bid per square metres (m²) and shall include the supply of all labour, material, equipment and all incidental work and items required to complete the work for which payment is not specified elsewhere.

7.5.7.2 Seed

- a) Seed to be City of Calgary Sandy/Gravelly River Bank Seed Mix.
- b) Contractor is responsible for selecting seeding method, seed establishment and managing erosion of slope adjacent to creek.
- c) Surface preparation prior to seeding to be per the Town of Canmore EDCG. Seeding may only proceed 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.
- d) Contractor to provide all required submittals per the EDCG.
- e) Work shall conform with all sections of EDCG.
- f) Measurement and payment shall be made on the unit price bid per square metres (m²) and shall include the supply of all labour, material, equipment and all incidental work and items required to complete the work for which payment is not specified elsewhere.

7.5.7.3 Trees and Shrubs

- a) Contractor to install plant material only after Engineer review and acceptance of plant material, layout of plants and grading. Contractor to provide minimum 48 hours notice for Engineer to review and accept locations prior to excavation.
- b) Work shall conform with all sections of EDCG.
- c) Measurement and payment shall be made on the unit price bid per tree or shrub installed and shall include the supply of all labour, material, equipment and all incidental work and items required to complete the work for which payment is not specified elsewhere.

7.5.8 Mulch

- 7.5.8.1 Contractor to provide minimum 4" container of shredded wood mulch and supplier information for review and acceptance by the Engineering prior to procurement.
 - 7.5.8.2 Work shall conform with all sections of EDCG.
 - 7.5.8.3 Measurement and payment shall be made on the unit price bid per square metres (m2) and shall include the supply of all labour, material, equipment and all incidental work and items required to complete the work for which payment is not specified elsewhere.
- 7.5.9 Landscape Maintenance and Warranty
- 7.5.9.1 Contractor is responsible for landscape maintenance for one year from the date of the Construction Completion Certificate.
 - 7.5.9.2 Landscape maintenance includes but is not limited to weed control, seed establishment, plant replacement, tree pruning, and repairs of erosion.
 - 7.5.9.3 Work shall conform with all sections of EDCG.
 - 7.5.9.4 No measurement will be made. Payment shall be divided into six equal payments to be made during the active growing season (May to October) over one year with invoices submitted to the Town monthly, accompanied with maintenance logs. Failure to provide maintenance logs with invoices will result in no payment.

7.6 Hydrovac Requirements

- 7.6.1 All Hydrovac Requirements shall be in accordance with the EDCG and The City of Calgary's published current Standard Specifications as set out in this Contract.
- 7.6.2 The Contractor shall be responsible for satisfying itself as to the location and disposition of all underground or surface Utility Facilities in the Project Site at all times.
- 7.6.3 Payment for Hydrovac Requirements shall be considered incidental to the Work and no separate or additional payment shall be made.

7.7 Mobilization & Demobilization

- 7.7.1 No measurement shall be made.
- 7.7.2 Payment shall be made on the lump sum price bid. The price bid for Mobilization & Demobilization shall not exceed 7% of the total bid value.
- 7.7.3 The Lump Sum price for Mobilization & Demobilization shall be paid progressively as follows:
 - 7.7.3.1 50% of the lump sum bid shall be paid on the first progress claim following full mobilization to the site.
 - 7.7.3.2 25% of the lump sum bid will be paid in equal monthly installments, on each progress claim from the initial lump sum payment through to the Construction Completion Date.
 - 7.7.3.3 The remaining 25% of the lump sum bid will be paid for demobilization upon completion of the Work, issuance of CCC and

receipt of all construction documentation required from the Contractor, including As-Built Drawings.

- 7.7.4 The Lump Sum price bid for “Mobilization and Demobilization (not to exceed 7%)” shall consist of the necessary work and operations including, but not limited to, the movement of personnel, equipment, supplies and incidentals to the Work, establishment of field offices and any other facilities necessary to perform the Work, removal of same upon completion of the work (Demobilization) and any expenses incurred for operations, permits, approvals etc. required to perform the Work prior to commencement of the Work.

7.8 Environmental Protection

- 7.8.1 No measurement shall be made.
- 7.8.2 Payment shall be made on the lump sum price bid.
- 7.8.3 The Lump Sum price for Environmental Protection shall be paid progressively as follows:
- 7.8.3.1 50% of lump sum bid shall be paid upon full mobilization to site and implementation of related environmental protection measures in the approved ECO Plan and Erosion & Sediment Control Plan.
 - 7.8.3.2 The remaining 50% of the lump sum bid will be paid in equal monthly installments, on each progress claim from the initial lump sum payment through to the Construction Completion Date.
- 7.8.4 The Lump Sum price bid for Environmental Protection shall consist of the necessary work and operations including, but not limited to provide all environmental protection measures required to meet the requirements of the City of Calgary Guidelines for Erosion & Sediment Control and any applicable Federal, Provincial and Local Municipal environmental protection requirements. This item includes temporary erosion and sediment control measures, wildlife mitigation measures, requirements of the migratory birds act, noise, dust, pollution and waste materials. The unit price bid shall be all inclusive of plan development, implementation, ongoing maintenance and reporting, and ultimate removal of all related measures.
- 7.8.5 The Lump Sum price bid also includes the preparation of a detailed environmental plan for the project showing how environmental protection will be managed throughout the duration of construction. See Section 7.4 – Environmental Construction Operations Plan.

7.9 Tree Protection

- 7.9.1 Payment for Tree Protection shall be made on the lump sum price bid.
- 7.9.2 The Lump Sum price bid for Tree Protection shall consist of the necessary work and operations including, but not limited to the installation of tree protection barrier as outlined on the Technical Drawings, mulch, plywood and pruning.
- 7.9.3 Payment will be provided upon installation of tree protection and acceptance by the Engineer that it is installed in accordance with the Technical Drawings.

7.10 Wildlife Sweep and Migratory Birds Act

- 7.10.1 The Migratory Birds Convention Act requires that no disturbance to any nesting birds during the window between May 1 and August 20.
- 7.10.2 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 nest sweep monitoring program a minimum of 3 days before work begins.
- 7.10.3 The Town shall be responsible for providing a qualified environmental monitoring professional to complete a nest sweep monitoring program. The Contractor shall be responsible for adhering to the regulations and requirements of the program results.
- 7.10.4 A nest sweep shall be performed at least 7 days prior to construction.
- 7.10.5 In the event that active nests, dens, or burrows are found during clearing and construction activities, consultation with the appropriate regulator is required.
- 7.10.6 Active nests may be subject to an appropriate buffer until the nests, dens, or burrows are confirmed to be no longer active.
- 7.10.7 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.
- 7.10.8 The Contractor shall have no claim against the Town resulting from wildlife and/or wildlife features within the project limits, and any relevant protective buffer zones/setbacks. The Engineer may suspend work in cases where, in their opinion, the Contractor fails to comply with any of the applicable legislation.

7.11 Pathway Detours

- 7.11.1 Pathway Detour Plan
 - 7.11.1.1 Upon award, the Contractor and the Town shall collaboratively prepare a Pathway Detour Plan which is based on the Contractors proposed staging of the Project. The planning process shall commence immediately upon award. The Engineer shall be responsible for producing all map files, and the Contractor shall be responsible for supplying all required signage.
 - 7.11.1.2 The Contractor shall supply, install, and maintain all required detour signage for the duration of the project. Signage styles shall be consistent with the City of Calgary guidelines and manuals referenced above.
 - 7.11.1.3 Flagging operations are to be used to facilitate safe access to and from the Project Site for all major deliveries or hauling operations. Flagging operations shall be conducted in a manner that minimizes impact on public traffic. Flagging personnel shall be trained and certified by the Alberta Construction Safety Association, with proof of certification to be furnished to the Engineer upon request.

- 7.11.2 Should the Contractor not install or not maintain its temporary traffic control devices in good condition to the satisfaction of the Engineer, the construction occurring during this period shall be deemed unsatisfactory and may not be considered for payment and the Town. The Engineer may also instruct the Contractor to cease work until the temporary traffic control deficiencies have been corrected. Maintenance shall include, but not be limited to, washing and hand repairs, as required.
- 7.11.3 Measurement and Payment
- 7.11.3.1 Payment for all Work referenced in this section and all traffic accommodation generally shall be as per the unit price bid for "Pathway Detour Accommodation". Payment shall be considered full compensation for the supply of material, labour and equipment and incidentals to complete the Work.
- 7.11.3.2 Payment for the "Pathway Detour Accommodation" lump sum shall be staged as follows:
- a) 80% of the lump sum price bid will be paid incrementally, on a monthly basis, in equal payments starting with the first monthly progress payment following implementation of the Pathway Detour Plan. The actual number of equal monthly payments to be based upon Contractors expected construction duration, as per Detailed Construction Schedule; and
 - b) The remaining 20% of the lump sum price bid will be paid once all temporary pathway detours and traffic control measures have been removed, the site is open to unrestricted public use on permanent infrastructure, and all associated clean-up has been completed to the satisfaction of the Engineer.
- 7.11.3.3 The total payment for "Pathway Detour Accommodation" shall not exceed 100% of the Lump Sum value in any case.

7.12 Removals

- 7.12.1 Remove and Dispose – Existing Boulder and Geogrid Wall
- 7.12.1.1 This work shall consist of deconstructing the existing boulder and geogrid wall including removal and any temporary stockpiling of the boulders, excavation of area with geogrid reinforcement including any temporary stockpiling of material, removal and disposal of the geogrid reinforcement and any other wall materials other than the boulders.
- 7.12.1.2 Salvageable material, primarily including the boulders, shall be removed carefully to avoid damage. Payment for transportation of boulders to a Town stockpile is provided under another bid item.
- 7.12.1.3 It is noted that the entire boulder wall shall not be removed. Removal extents are indicated on the Technical Drawings and the Contractor shall confirm removal extents through survey to ensure additional portions of the wall are not removed. Any additional removal of the wall required for site access shall be restored at the

cost of the Contractor to an acceptable state based on direction by the Engineer.

- 7.12.1.4 Payment for the removal and disposal of the existing boulder and geogrid wall shall be per square meter (m²) of vertical wall face as per the Pricing Form.
- 7.12.2 Transport Boulders to Town Stockpile
 - 7.12.2.1 The Contractor shall transport surplus boulders from the project site to the Town's stockpile located SW of Highway 1 on the west side of Cougar Creek. The stockpile location can be accessed from Bow Valley Trail west of Cougar Creek. It is noted that boulders have been placed at the stockpile access road entrance which are required to be moved by the Contractor prior to access.
 - 7.12.2.2 The Contractor is responsible for loading, transport and placing boulders in a neat pile at the stockpile location.
 - 7.12.2.3 Payment for the transport of boulders to the Town's stockpile shall be per square meter (m²) of vertical wall face transported as per the Pricing Form.
- 7.12.3 Asphalt Removals
 - 7.12.3.1 "Remove and Dispose - Asphalt (includes saw cut, up to 150mm depth)" shall be measured in neat lines on a horizontal square metre basis within the limits defined on the Drawings or as directed by the Engineer in the field.
 - 7.12.3.2 The Contractor shall sawcut the pavement, where the existing asphalt surface is being widened, removed and at locations as identified on the Drawings and by the Engineer. Cost of saw cutting shall be considered inclusive in the bid unit price for "Asphalt Removal", regardless of Contractor staging and number of mobilizations required.
- 7.12.4 Remove and Dispose – Existing Access Gate
 - 7.12.4.1 Measurement and payment will be at the lump sum price bid.
 - 7.12.4.2 The existing access gate shall be removed and disposed of in its entirety, including any concrete footings. Disposal of the existing access gate shall be completed by the Contractor and shall include disposal and tipping fees at an appropriate waste or recycling depot approved by the Town.
- 7.12.5 Remove and Dispose – CB Slab Top, Frame and Cover
 - 7.12.5.1 Measurement and payment will be at the lump sum price bid.
 - 7.12.5.2 The existing catch basin slab top and frame and cover shall be removed and disposed of in its entirety. Disposal shall be completed by the Contractor and shall include disposal and tipping fees at an appropriate waste or recycling depot approved by the Town.
- 7.12.6 Clearing and Grubbing

- 7.12.6.1 Clearing consists of cutting off trees and brush vegetative growth to not more than a specified height above ground and disposing of felled trees, previously uprooted trees and stumps, and surface debris.
- 7.12.6.2 Tree felling to be completed by an ISA certified arborist. Contractor to provide documentation of arborist certification.
- 7.12.6.3 Wood material from fallen trees to be bucked into maximum 600mm lengths and left at a location near the project site as designated by the Engineer.
- 7.12.6.4 Tree stumps are to be left in place by contractor unless they are in direct conflict with the proposed wall, in which case they shall be removed.
- 7.12.6.5 Grub out visible rock fragments and boulders, greater than 300 mm in greatest dimension, but less than 0.25 m³.
- 7.12.6.6 Unacceptable excavated topsoil, unacceptable native excavated material, waste material, trash and debris: Remove from site and ensure proper disposal. Remove and dispose of all demolished plant material, debris, rock, landscape fabrics and roots off site. Debris cannot be burnt on site, carry all material to appropriate land-fill site. Provide all necessary permits.
- 7.12.6.7 Leave ground surface in condition suitable for installation of new materials.
- 7.12.6.8 Measurement and payment shall be made on the unit price bid on a lump sum basis within the stripping limits identified on the Technical Drawings. Payment shall be considered full compensation for supply of material, labour, materials, equipment and incidentals associated with completing the Work.

7.13 Earthworks

7.13.1 General

- 7.13.1.1 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.

7.13.2 Topsoil Stripping and Stockpile

- 7.13.2.1 All topsoil material shall be excavated from disturbed areas to the depth of color change (indicating subsoil) as directed by the Engineer. The Contractor shall excavate and salvage the topsoil in a manner which prevents contamination.

- 7.13.2.2 The Contractor shall construct stockpile(s) at locations agreed upon with the Engineer. Stockpile locations shall be situated to avoid erosion, and not block or impede surface water drainage. The Contractor, as an incidental part to this Project, shall maintain erosion and drainage control in the vicinity of each stockpile to the satisfaction of the Engineer and the Contract Documents including but not limited to silt fencing and tackifier depending on the length of storage required.
- 7.13.2.3 The Contractor shall select an appropriate location for all excavated material and stockpiles to minimize re-handling of material. No additional compensation will be considered for the Contractor choosing to move excavated material around the site. For clarity, all costs associated with the stockpiling of materials, including but not limited to; finding space, preparing, and use or other shall be borne by the Contractor and no additional payment shall be made.
- 7.13.2.4 Topsoil Stripping shall be measured and paid at a lump sum as per the unit price bid "Topsoil Stripping to Stockpile". Payment shall include removal and disposal of grass and loam stripping. The unit rate shall include all costs associated with stripping, sorting, loading, hauling and stockpiling at locations chosen by the Contractor; and all labour, materials, equipment, and incidentals associated with completing the Work for which payment is not included elsewhere.
- 7.13.2.5 The Engineer may identify some stripped material as surplus to project needs. Refer to Specification 7.5.6 "Surplus Topsoil or Common Excavation Offsite Disposal" for related requirements and payment details for surplus Topsoil Stripping material.
- 7.13.3 Site Grading
- 7.13.3.1 Site grading includes all grading work within the site, as distinguished from structural excavation for the retaining wall which is incidental to the Gabion Basket Wall bid item. Site grading shall include all work required to meet design grades and densities.
- 7.13.3.2 Any temporary stockpile sites shall be trimmed to present a neat and tidy appearance, and debris resulting from the operation shall be removed and disposed of, all in a manner satisfactory to the Engineer.
- 7.13.3.3 The Contractor shall conduct their operations so as to minimize double handling of 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.
- 7.13.3.4 Measurement & Payment for Site Grading shall be lump sum as per the unit price bid and shall be considered full compensation for all materials, labour, equipment, tools, and any incidentals required to complete the Work, including but not limited to excavation loading,

transportation, unloading, placing, compacting, moisture conditioning, grading, and shaping.

- 7.13.3.5 The Engineer may identify some excavated material as surplus to project needs or contaminated. Refer to Specification 7.5.3 "Surplus Material Offsite Disposal" and Specification 7.5.4 "Coal Offsite Disposal" for related requirements and payment details for surplus material.

7.14 Asphalt Roadway

- 7.14.1 The Contractor shall construct all asphalt roadways as shown on the Drawings and in accordance with current City of Calgary Roads Construction Specifications.

7.14.2 Subgrade Preparation

7.14.2.1 Measurement and payment for subgrade preparation will not be made.

7.14.2.2 This work is considered incidental to site grading, and no additional payment shall be considered. Subgrade preparation shall comply with the current City of Calgary Roads Construction Specification.

7.14.3 Prime Coat

7.14.3.1 Procedure for Prime Coat

Upon a uniformly damp base course, a prime coat of diluted SS-1 emulsified asphalt shall be uniformly applied, as follows:

- a) Dilution rate: 2 parts SS-1 emulsion to 1 part water.
- b) Distribution rate: 2.0 liters per square metre.
- c) Emulsion temperature: 20°C to 50°C.
- d) Ambient air temperature: shall be greater than 4°C.
- e) Curing time: a minimum of two hours. If weather or other conditions have been such that the prime has not fully cured at the end of two hours, the Engineer may extend the curing period as he deems necessary.

7.14.3.2 The supply and application of Prime coat shall be considered incidental to the Work.

For clarity, the Contractor shall account for the above Prime coat items in the unit rates provided for all types of work to which it may apply. No separate or additional payment shall be made to the Contractor for these items.

7.14.4 Granular Base Courses

7.14.4.1 Granular Base Courses shall be measured and paid on a per square metre basis as part of the bid unit price for "Asphalt Structure" placed to the limits indicated on the Technical Drawings directly under the asphalt surface. Payment shall be full compensation for all excavation, transportation, placing, watering, shaping, proof rolling, and compaction necessary to bring gravel to

final grade and specification, and includes all labour, materials, equipment, and incidentals required to complete the Work.

7.14.5 Asphalt

7.14.5.1 Asphalt shall be measured and paid on a per square metre basis as part of the bid unit price for asphalt for pathways to the limits indicated on the Technical Drawings. Payment shall be full compensation for all transportation, placing, compaction and testing necessary to bring asphalt to final grade and specification, and includes all labour, materials, equipment, and incidentals required to complete the Work.

7.15 Gravel Pathways

7.15.0 Gravel Pathways shall be constructed to the design alignments and grades as shown on Drawings according to the current EDCG, current City of Calgary Standard Specifications Roads Construction and Development Guidelines and Standard Specifications Landscape Construction.

7.15.1 Subgrade Preparation

7.15.1.1 Measurement and payment for subgrade preparation will not be made.

7.15.1.2 This work is considered incidental to the final earthworks, and no additional payment shall be considered.

7.15.2 Granular Base Courses

7.15.2.1 Granular Base Courses i.e. Granular Sub-base and Granular Base shall be measured and paid on a per square metre basis as part of the bid unit price for "Gravel Structure" placed to the limits indicated on the Drawings. Payment shall be full compensation for all excavation, transportation, placing, watering, shaping, proof rolling, and compaction necessary to bring gravel to final grade and specification, and includes all labour, materials, equipment, and incidentals required to complete the Work.

7.15.3 Gravel Trail Mix

7.15.3.1 Gravel Trail Mix shall be measured and paid on a per square metre basis as part of the bid unit price for "Gravel Structure" placed to the limits indicated on the Drawings. Payment shall be full compensation for all excavation, transportation, placing, watering, shaping, and compaction necessary to bring the gravel trail mix to final grade and specification, and includes all labour, materials, equipment, and incidentals required to complete the Work.

7.16 Ancillary Items

7.16.1 Boulder Reinforced Slope

7.16.1.1 The boulder reinforced slope shall be constructed using imported and compacted granular material, non-woven geotextile fabric and boulders re-used and available on site.

- 7.16.1.2 The Boulder Reinforced Slope shall be measured and paid on a per square metre basis in plan view, placed to the limits indicated on the Drawings. Payment shall be full compensation for all excavation, transportation, placing, watering, compaction necessary to complete the work. The bid item shall be full compensation for all labour, materials, equipment, and incidentals required to complete the Work.
- 7.16.2 Modified Low Profile Rolled Curb – 250mm Gutter
- 7.16.2.1 All concrete curb and gutter shall be constructed in accordance with the current EDCG and City of Calgary Standard Specifications Roads Construction, Standard Specifications Sewer Construction, Development Guidelines and Standard Specifications Landscape Construction, and the following standards.
- 7.16.2.2 All curb and gutter types for this project are to be constructed on crushed granular structure, as per the Drawings. The crushed granular structure will be considered incidental to the curb and gutter bid item.
- 7.16.2.3 Construction of new concrete curb and gutter sections shall be paid as per the Pricing Form for each type of curb. Measurement for payment shall be on a per lineal metre basis measured at lip of gutter and shall be full compensation for all work related to supply and installation of curb and gutter including but not limited to all preparation work, labour, materials, equipment, and any incidentals associated with completing the Work to the satisfaction of the Engineer.
- 7.16.3 CB Slab Top, Collar(s) and Frame and Cover
- 7.16.3.1 Supply and install of a new catch basin slab top, collar(s) and frame and cover shall be included in this bid item. The Contractor shall be responsible for measuring the existing catch basin and ensuring that a CB slab top and collars and frame and cover are compatible with the existing catch basin.
- 7.16.3.2 Measurement and payment shall be per each item supplied, with one unit representing all elements required for the catch basin adjustments.
- 7.16.4 Adjust Manhole Rim to Finished Grade includes the following Specifications:
- 7.16.4.1 Prior to the work, the Contractor shall inspect and document all existing appurtenances not planned for removal for any damage that may affect their functionality. Should defects be evident during inspection, the Contractor shall provide written notice to The Engineer of such defects. The Engineer and the Town will assess the defective appurtenances and inform the Contractor whether replacement frames, covers or grates are warranted. If no damage is identified, the Contractor shall ensure that all appurtenances have been permanently set to final grade and elevation. These include all appurtenances identified on the Drawings or by the Engineer.

- 7.16.4.2 Raising or lowering of manhole rims shall be done using precast concrete collars, conforming to ASTM Designation C-139, along with an approved cement mortar. All Work shall be subject to inspection and approval by The Engineer before it shall be considered complete.
- 7.16.4.3 The Town does not allow any tolerance in the shape of the finished surface in the vicinity of any utility appurtenance. The Contractor shall be responsible for correcting any irregularities in the final surface around any utility appurtenance, at their expense and within the time specified by The Town. Such remedial works will be executed at the Contractor's own cost as directed by The Town.
- 7.16.4.4 The Contractor shall not overlay existing or proposed appurtenances during paving operations. The cost of repairing or replacing water valves, manholes, and other appurtenances damaged as a result of the Contractor's operations shall be borne by the Contractor.
- 7.16.4.5 Measurement and payment for this Work shall be made as per the Pricing Forms and considered full compensation for all labour, materials, equipment, and incidentals required to complete the Work.
- 7.16.5 Hand Rail
 - 7.16.5.1 Hand Rail shall be measured and paid on a lineal metre basis as per the Pricing Forms and supplied and installed to the limits indicated on the Drawings. Payment shall be full compensation for all supply, transportation, fabrication, mounting and finishing work necessary to meet specification, and includes all labour, materials, equipment, and incidentals required to complete the Work.
- 7.16.6 Gate Closure including No Parking Signs
 - 7.16.6.1 The Contractor shall supply and install a new in-ground mounted gate closure and no parking signs as shown on the Technical Drawings. Prior to installation, the layout of the gate shall be reviewed and accepted by the Engineer.
 - 7.16.6.2 The gate shall be measured per unit installed. The Contractor's bid unit price shall include all material, equipment, and labour to supply and fully install the gate.

7.17 Class 1M Riprap

- 7.17.1 Riprap shall be sound, hard, durable particles free from silt, clay, shale, sandstone, flaky particles, topsoil, organic matter, and other deleterious materials.
- 7.17.2 Riprap shall meet the following minimum requirements for soundness and durability.
 - a) Apparent specific gravity not less than 2.60 as determined by CAL. 206.
 - b) Absorption not greater than 2% as determined by CAL. 206.

- c) Durability Absorption Ratio (DAR), and Durability Index (as determined by CAL. 229) conforming to either of the following minimum requirements:
 - d) DAR greater than 23.
 - e) DAR not less than 10 and Durability Index not less than 52.
- 7.17.3 Ratio of maximum dimension to minimum dimension of individual pieces not to exceed 3.0.
- 7.17.4 Non-woven geotextile fabric will be required underneath the riprap.
- 7.17.5 The supply and installation of riprap end treatments including non-woven geotextile fabric and shall measured and paid per each as per the Pricing Form.
- 7.17.6 The Contractor's bid unit price shall include all material, equipment, and labour to supply and install riprap end treatments as shown on the Drawings. The bid unit price shall be considered full compensation for the supply of rock riprap, excavation, installation, filter fabric, and all related labour, equipment, material, and incidentals for which payment is not included elsewhere.

7.18 Gabion Basket Wall

- 7.18.1 The retaining wall shown on the contract drawings is a concept design only. The wall shall be designed by the Contractor's Retaining Wall Design Engineer and constructed by the Contractor as shown in the Technical Drawings and as per Specification 03484 included at the end of this document.
- 7.18.2 The Contractor shall employ a professional engineer registered in the Province of Alberta for the design and inspection of the retaining wall as outlined in Specification 03484.
- 7.18.3 The design of the wall shall include a local and global stability analysis of the proposed wall system and the adjacent slopes and walls above and below the proposed wall. This is to be completed by a professional engineer registered in the Province of Alberta. A certified geotechnical report is to be provided to the Town and Engineer for review prior to construction of the wall.
- 7.18.4 The design service life of the retaining wall shall be 75 years.
- 7.18.5 The Contractor shall specify the retaining wall system supplier and the proposed wall system at the time of RFP to the Town for review. The retaining wall system shall be a gabion wall or accepted alternate. Changes in wall system types or suppliers between the RFP and construction will not be allowed unless accepted by the Town.
- 7.18.6 Work Included
- 7.18.6.1 The Work within this specification is defined as follows:
 - a) Design and Inspection of the retaining wall by the Contractor's Retaining Wall Design Engineer and Inspection Engineer.
 - b) Procurement and delivery of all necessary components including gabion baskets, riprap fill, granular materials,

geotextiles, soil reinforcing materials, accessories, and all other components not outlined herein.

- c) Construction of the retaining wall and associated components, which may include:
- Excavation and backfill and all grading required for the wall using in-situ and imported granular materials;
 - Placement and filling of gabion baskets; and,
 - Installation of drainage measures including perforated pipe c/w filter sock.

7.18.6.2 Quality control (QC) and quality assurance (QA) during design, fabrication, delivery, and construction of the retaining wall system.

7.18.7 The unit of measurement for furnishing the retaining wall system shall be the vertical area of the wall face surface as measured from the bottom of the lowest gabion to the top of wall, at every cross section interval where bottom or top elevation change. Payment shall be made in accordance with the vertical area of wall surface indicated on the Technical Drawings. Payment for additional area due to changes in design, including lowering the bottom of wall elevation or top of wall elevation by the Contractor's Retaining Wall Design Engineer will not be a basis for additional compensation. Payment for additional area will be considered only when additional wall area is required to meet site design grades specified by the Engineer in the Technical Drawings.

7.18.8 Payment for the retaining wall system shall be full compensation for all labour, equipment, tools and incidentals necessary to complete the Work.

GABIONS

1 GENERAL

1.1 Summary

- .1 This Section includes requirements for furnishing all materials and labour required for the design and construction of a gabion wall.

1.2 Definitions

- .1 Gabion: A galvanized steel wire mesh basket filled with rock and forming part of a larger monolithic structure of several such baskets, used for soil retention, erosion control or other purposes.
- .2 Selvedge: The thicker perimeter and edge wires to which the wire mesh is securely tied to withstand stress from any direction.
- .3 Corner Wire: The thicker reinforcing wire built into each corner of a gabion basket fabricated as a single unit.
- .4 Binding Wire: Wire used to tie together components forming a gabion basket and to tie together adjoining baskets.
- .5 Connecting Wire: Internal wire used to connect opposite walls inside a basket cell to resist bulging.
- .6 Diaphragm: A wire mesh used to partition a gabion basket into equal-sized cells.

1.3 Submittals

- .1 Action Submittals: Provide the following submittals before starting any work of this Section:
 - .1 Product Data: Submit gabion basket manufacturer's product literature indicating that products supplied to project meet performance requirements listed in this Section and detailed installation procedures.
 - .2 Samples: Submit samples for each of the following materials:
 - .1 Gabion Baskets: Submit (1) two meter length section of each basket type.
 - .2 Gabion Rock: Submit approximately 1 m² of Class 1M rocks representative of colouration and angularity used for the project and specified in Section 17.17.
 - .3 Sample Location: Deliver samples required under this section to the site for review by the *Engineer*.
 - .3 Retaining Wall Design Calculations and Construction Shop Drawings. At least 14 days prior to construction, the General Contractor shall furnish one set of construction shop drawings and one copy of the supporting structural calculations report to the *Engineer* for review and approval. This submittal shall include the following:
 - .1 Signed, sealed and dated drawings and engineering calculations prepared in accordance with these specifications.

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.2 Certificate of Insurance of the Retaining Wall Design Engineer.

1.4 Construction Shop Drawing Preparation

- .1 The Retaining Wall Design Engineer shall coordinate the retaining wall construction shop drawing preparation with the project Civil Engineer, project Geotechnical Engineer and Owner's Representatives. The General Contractor shall furnish the Retaining Wall Design Engineer the following project information required to prepare the construction shop drawings. This information shall include, but is not limited to, the following:
 - .1 Current versions of the site, grading, drainage, utility, erosion control, landscape, and irrigation plans;
 - .2 electronic CAD file of the civil site plans listed in (1);
 - .3 report of geotechnical investigation and all addenda and supplemental reports;
 - .4 recommendations of the project Geotechnical Engineer regarding effective stress shear strength and total stress shear strength (when applicable) parameters for in-situ soils in the vicinity of the proposed retaining wall(s) and for any fill soil that may potentially be used as backfill in retained and/or foundation zones of the retaining wall.
- .2 Design of the retaining wall shall satisfy the requirements of this section. Where local design or building code requirements exceed these specifications, the local requirements shall also be satisfied.
- .3 The Retaining Wall Design Engineer shall note any exceptions to the requirements of this section by listing them at the bottom right corner of the first page of the construction shop drawings.
- .4 Approval or rejection of the exceptions taken by the Retaining Wall Engineer will be made in writing as directed by the Owner.
- .5 In the event that a conflict is discovered between these specifications and a reasonable interpretation of the design specifications and methods referenced above, these specifications shall prevail.
- .6 Soil Shear Parameters. The Retaining Wall Design Engineer shall prepare the construction shop drawings based upon soil shear strength parameters from the available project data and the recommendations of the project Geotechnical Engineer. If insufficient data exists to develop the retaining wall design, the Retaining Wall Design Engineer shall communicate the specific deficiency of the project information or data to the Owner in writing.
- .7 Allowable bearing pressure requirements for each retaining wall shall be clearly shown on the construction drawings.
- .8 Retaining Wall Design including Global, Local and Seismic Stability shall be in accordance with:
 - .1 Canadian Foundation Engineering Manual (Current Version)
 - .2 CAN/CSA S6:19

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.3 National Building Code 2023 Alberta Edition (NBC(AE))

1.5 Quality Control

- .1 The Owner's Representative shall review all submittals for materials, design, Retaining Wall Design Engineer qualifications and the Retaining Wall Installation Contractor qualifications.
- .2 The General Contractor shall retain the services of an Inspection Engineer experienced with the construction of gabion walls to perform inspection and testing. The cost of inspection shall be the responsibility of the General Contractor. Inspection shall be continuous throughout the construction of the retaining walls. The Inspection Engineer may be the same as the Retaining Wall Design Engineer.
- .3 The Inspection Engineer shall perform the following duties:
 - .1 Inspect the construction of the precast modular block structure for conformance with construction shop drawings and the requirements of this specification.
 - .2 Verify that soil or aggregate fill placed and compacted in the reinforced, retained and foundation zones of the retaining wall conforms with paragraphs 2.04 and 2.05 of this section and exhibits the shear strength parameters specified by the Retaining Wall Design Engineer.
 - .3 Verify that the shear strength of the in-situ soil assumed is appropriate.
 - .4 Inspect and document soil compaction in accordance with these specifications:
 - .1 Required dry unit weight
 - .2 Actual dry unit weight
 - .3 Allowable moisture content
 - .4 Actual moisture content
 - .5 Pass/fail assessment
 - .6 Test location – wall station number
 - .7 Test elevation
 - .8 Distance of test location behind the wall face
- .4 Verify that all excavated slopes in the vicinity of the retaining wall are bench-cut as directed by the project Geotechnical Engineer.
- .5 Notify the Retaining Wall Installation Contractor of any deficiencies in the retaining wall construction and provide the Retaining Wall Installation Contractor a reasonable opportunity to correct the deficiency.
- .6 Notify the General Contractor, Owner and Retaining Wall Design Engineer of any construction deficiencies that have not been corrected timely.
- .7 Document all inspection results.

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- .8 Test compacted density and moisture content of the retained backfill with the following frequency:
 - .1 At least once every 90 square meters (in plan) per 230 mm vertical lift, and
 - .2 At least once per every 460 mm of vertical wall construction.
- .9 The General Contractor's engagement of the Inspection Engineer does not relieve the Retaining Wall Installation Contractor of responsibility to construct the proposed retaining wall in accordance with the approved construction shop drawings and these specifications.
- .10 The Retaining Wall Installation Contractor shall inspect the on-site grades and excavations prior to construction and notify the Retaining Wall Design Engineer and General Contractor if on-site conditions differ from the elevations and grading conditions depicted in the retaining wall construction shop drawings.

1.6 Mock-Ups

- .1 Install gabion mock-ups to demonstrate rock placement and rock face pattern, basket assembly abutments and complete installation assembly using approved materials.
 - .1 Provide (1) mock-up for each gabion wall type.
 - .2 Adjust mock-up as directed by the *Engineer* until acceptance.
 - .3 Accepted mock-ups may form part of the work.
 - .4 Completion of each gabion wall type is not to commence until acceptance of the applicable mock-up.
- .2 Coordinate location and schedule for the gabion wall mock-ups with adjacent construction.
 - .1 Install mock-ups in coordination with the construction schedule to allow sufficient time for *Engineer* review, comments and adjustments.
 - .2 Schedule mock-up review with the *Engineer* a minimum of one week in advance of each required review.
- .3 Location of the mock-ups will be determined based on the construction schedule and construction sequencing. The mock-ups are to meet the following requirements.
 - .1 Mock-up length: 6 meters minimum each.
 - .2 Mock-ups are to be fully constructed as detailed and according to specified requirements and are to include placement of all backfills (except for planting soils), drainage pipes, filter cloths and jointing materials at adjacent concrete installations.

2 PRODUCTS

2.1 Gabions

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- .1 Wire: made of steel, hot-dip galvanized, with a tensile strength of 410 MPa minimum, capable of elongation of 10% minimum, and of the following diameters ($\pm 2\%$):
 - .1 Wire for Mesh: 2.70 mm
 - .2 Selvedge and Corner Wires: 3.40 mm
 - .3 Binding and Connecting Wires: 2.20 mm
- .2 Hot dip galvanized zinc coating quantity shall be at minimum:
 - .1 Wire for Mesh: 240 g/m²
 - .2 Selvedge and Corner Wires: 260 g/m²
 - .3 Binding and Connecting Wires: 210 g/m²
- .3 Wire Mesh: to be fabricated as follows:
 - .1 Woven Mesh Gabion Baskets;
 - .1 Pre-galvanized wire woven in a double twist pattern with uniform hexagonal openings approximately 80 mm by 100 mm.
 - .2 To be non-ravelling, that is, to resist pulling apart at any twist or connection forming the mesh.
 - .3 Perimeter edges of mesh to be securely selvedged, to ensure that joints formed by tying selvedges are as strong as the body of the mesh.
 - .2 Gabion Basket: to be constructed as follows:
 - .1 To be of single unit construction, or with joints having strength and flexibility equal to that of the mesh.
 - .2 For jointed construction, bases, sides, ends, lids, and diaphragms can be readily assembled at site into rectangular baskets of sizes detailed on drawings.
 - .3 When length exceeds 1.5 times the horizontal width, diaphragms of same mesh as gabion wall shall be securely placed to divide the basket into equal cells of a length not exceeding the width.
 - .3 Alternate Fasteners: Galvanized steel wire fasteners may be used in lieu of binding wire for gabion basket assembly and fastening baskets to one another, subject to prior approval of the *Engineer*. Such fasteners shall conform to the following:
 - .1 Wire Diameter and Coating: 3.05 mm ($\pm 2\%$) with zinc coating of 256 g/m² minimum.
 - .2 Wire Tensile Strength: 1700 MPa minimum.
 - .3 Pull Strength: Fastener to remain locked and closed while resisting a pulling force of 110 kg minimum for assembling basket components, and 410 kg minimum for binding adjoining baskets.

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2.2 Rock Fill

- .1 Gabion rock shall meet the requirements specified in Section 7.16.
- .2 Quality: Class 1M rock; clean, hard and durable; may be broken rock, quarry rock, or broken concrete that will not disintegrate when exposed to water, wave action, wetting and drying, or freezing and thawing cycles.
- .3 Sizes: Rock pieces shall range from 100 mm minimum dimension to 300 mm maximum dimension.

3 EXECUTION

3.1 Site Preparation

- .1 Perform excavation and grading for the gabion structure to the indicated lines and grades according to the Technical Specifications and Drawings; remove and dispose of stumps, roots, and debris.

3.2 Placing Gabions

- .1 Basket Assembly: Assemble each gabion basket, if not of single unit fabrication, by tying the selvages of components at the joints with binding wire.
- .2 Binding Method: Throughout the length of selvedge, loop the binding wire tightly around every other mesh opening, alternating single and double loops at intervals not exceeding 150 mm. Alternatively, place specified fasteners locked tight against the selvedge or seam.
- .3 Use of Fasteners: In lieu of binding wire, where permitted by the *Engineer*, install approved fasteners at a maximum spacing of 75 mm, using suitable manual pliers or a hand-held pneumatic gun with magazine feed. Wrap each fastener tight around the seam to prevent ravelling. The *Engineer* will withdraw permission to use fasteners if he finds them loose or ravelling.
- .4 Placing Baskets: Place the initial level of empty baskets into position. Secure adjacent baskets together with binding wire along corners and contacting selvedged edges as in 3.2.2.
- .5 Filter Fabric: Place non-woven geotextile fabric against the gabion wall and top in contact with surrounding ground. Lap the fabric at joints a minimum of 500 mm.
- .6 Initial Filling and Stretching: Partially fill the first basket in a row with enough rock to provide weight. Then stretch up to 4 or 5 baskets in a row taut, to the proper alignment.
- .7 Succeeding Level of Gabions: Secure each new basket to the top of a fully filled gabion with binding wire along the base perimeter. In each succeeding level of gabions, stagger vertical joints between baskets so that no vertical joint is directly in line with a vertical joint in the next lower level.
- .8 Supply and install accessory materials including but not limited to diaphragms, cross-ties and stiffeners according to manufacturer's written instructions.
- .9 Install gabion walls with finished top edges at elevations indicated on the drawings. Maximum variation from level at finished top edges of gabion walls to

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be no greater than 15 mm vertical over a 3 meter length as measured with a line level.

3.3 Rock Filling

- .1 Exposed Faces: On the exposed faces of gabion baskets, place rock by hand with flattest surfaces bearing against the face mesh to produce alignment and appearance approved by the *Engineer*. Fill the rest of the gabions by hand or by mechanical means, taking care to minimize voids and bulges.
 - .1 Split stones as required to achieve flat surfaces by guillotine or alternate approved method.
- .2 Lifts: Fill each basket cell to a depth of 300 mm at a time.
- .3 Connecting Wires: After each 300 mm lift, connect opposite walls of cell with 2 connecting wires in each direction on top of lift. Loop each wire around 2 adjoining mesh openings, pull hand tight and twist the ends secure to prevent loosening.
- .4 Staged Filling: To prevent local deformation, fill a cluster of gabion baskets in stages so that no basket is filled more than 300 mm higher than the adjoining baskets.
- .5 The last layer of rock is to be uniformly levelled to the top edges of the gabions.
- .6 Securing Lids: When a gabion basket is filled full, bend over the lid by hand and secure with binding wire to the basket rim and diaphragms in the same manner as listed above for binding gabions.

3.4 Workmanship

- .1 No wire ends shall be left projecting outside exposed surfaces.
- .2 All exposed geotextile fabric shall be trimmed flush with the cover material.
- .3 There shall be no voids left between adjacent baskets. The use of binding wire joints between gabion baskets shall be as strong as the wire mesh, thereby making a monolithic structure.
- .4 The installed gabions shall have proper alignment and a neat, compact, square appearance.

END OF SECTION