

# Tender Documents

Project Name: 49 Street  
Improvements

Site Preparation, Underground  
Utilities, Site Surface

Owner: Town of Rocky Mountain House

Project #: 5026-001

Invistec Consulting Ltd.

April 7, 2026

# 49 Street Improvements Rocky Mountain House, Alberta

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## **Section 1: BIDDING REQUIREMENTS**

**INVITATION TO TENDER****EXECUTIVE SUMMARY****Project Description**

The Town of Rocky Mountain House (the "Owner") is planning to develop approximately 0.57 ha of gross land for residential and commercial renewal development. Plan "101 AJ" for the project on 49 Street between 48 Avenue and 49 Avenue in Rocky Mountain House, Alberta. This is as shown in the drawing provided in this tender package. The project Name is 49th Street Improvements.

The project consists of site grading/ site preparation, underground (deep utilities), surface improvements and shallow utilities.

**Purpose of the Request for Tenders**

The Owner is inviting tenders involving one or more of the following developments:

**Site Grading & Site Preparation**

- Topsoil/ sod stripping and pile on-site.
- Unsuitable material removal and disposal off-site.
- Placing and compaction of suitable material on-site.
- Common excavation and compaction.
- Other miscellaneous items as specified in the schedule of quantity.

**Site Underground Utility Construction: Service the site with deep utilities**

- Install storm, sanitary and water pipelines, manholes;
- Install sanitary and water services to each lot;
- Install service appurtenances (catch basins, hydrants and valves);
- Service excavation and road restoration with required elevations and compaction;
- Other miscellaneous items as specified in the schedule of quantity.

**Site Surface Construction: Surface Improvement**

- Remove existing road structures including curbs, gutters, concrete/ asphalt pads, gravel access, wooden platforms, street signs, and other miscellaneous items in the SOQ.
- Prepare and install road base structure;
- Prepare and install concrete base structure;
- Prepare and install asphalt road;
- Backfill proper material at back of curb, two sides of sidewalk and edge of asphalt to proper elevations;
- Other miscellaneous items as specified in the schedule of quantity.

**Core Objectives**

The successful applicant(s) to this Invitation to Tender will meet or exceed the expectations of the Owner with reference to the following criteria:

- Demonstrate a willingness to ensure the Owner's continued business success.
- Demonstrate a willingness and ability to incorporate the look and feel of the Project into the overall development of the Project site to date.
- Ability to meet the legal and business requirements of the Owner.
- Relevant construction experience.
- Ability to provide bonding.
- Ability to provide experienced office and field staff.
- Ability to provide required insurances.

**OBJECTIVES FOR SUCCESSFUL APPLICANTS**

- A. To participate as a responsible, cooperative and contributing manner with all other companies working on the Project.
- B. To manage and complete their aspects of the Project within the defined time schedule, approved budget and quality guidelines.
- C. To represent the best interests of the Owner in the performance of services toward the expeditious and efficient completion of the Project.

**QUALIFICATIONS OF SUCCESSFUL APPLICANTS**

- A. Knowledgeable of current engineering standards/ laws related to construction in Rocky Mountain House, Alberta.
- B. Ability to provide performance and labor/material bonds from a surety acceptable to THE OWNER.
- C. Ability to list successful completion of projects for work of a similar nature.

Town of Rocky Mountain House - 49th Street Improvements

D. Ability to provide experienced office and field staff.

E. Ability, through demonstration of past projects or written plan, to generate multiple bids for each aspect of the applicant's scope of the Project which will be sub-contracted out.

**SERVICES REQUIRED**

A. Participate in start-up and regular meetings for the Project.

B. Prepare and maintain bar chart schedules for the applicant's aspect of the Project, coordinating their generation with all other companies involved in the Project and with the

C. Review drawings and specifications for completeness and make appropriate recommendations for the applicant's aspect of the Project.

D. Provide construction services for site according to Town of Rocky Mountain House Engineering Standards.

**RULES FOR SUBMISSION OF TENDERS**

**Proposal Submission**

Provide corporate profile - name, address, communication numbers, years in business, and locations of other offices.

Provide company organization chart including names of officers of the company. Provide resumes of key individuals, including office staff and site staff.

Provide a construction plan for the work – including maintaining access and servicing to existing buildings on 49 Street.

Provide a schedule to complete the work.

Provide a list of up to six (6) completed projects in Alberta over the past five (5) years; indicate location, type of project, construction cost, year of completion, names of the prime consultants and any other information that may be relevant.

Propose a cost schedule and indicate the basis for payment of costs.

All of the above information shall be enclosed in an envelope which shall be sealed and endorsed with the name and address of the Tenderer.

**Time Frame**

The general process steps envisioned for this Invitation to Tender include the following:

1. Written Tender due from applicants May 4, 2026 at 1500hrs (the "Tender Deadline")
2. Internal review May 4, 2026 to May 17, 2026
3. Award made to successful applicant(s) May 19, 2026

Town of Rocky Mountain House - 49th Street Improvements

**Proposal Delivery**

To be eligible for consideration the Tender Form must be completed and received at the email address below no later than the Tender Deadline

Subject Line: Town of Rocky Mountain House – 49 Street Improvements – Tender – Contractor Name

Please address all questions to the Engineer attention Sabre Abduraheman via E-Mail at [sabre.abduraheman@invistec.ca](mailto:sabre.abduraheman@invistec.ca) **and** the Owner's representative Sean Lafrance at [slafrance@trmh.ca](mailto:slafrance@trmh.ca). The Owner reserves the right to send any questions and responses to the other participants in the tender process.

The Tender shall remain irrevocable and open for acceptance for 60 days after the Tender Deadline.

**GENERAL CONSIDERATIONS**

This Invitation to Tender is not an offer to contract. Acceptance of a proposal neither commits the Owner to award a contract to any party who replies to this Invitation to Tenders, even if all requirements stated in this Invitation to Tender are met, nor does it limit the Owner's right to negotiate in its best interest. The Owner reserves the right to contract with a party who replies to this Invitation to Tender for reasons other than lowest price.

Failure to answer questions in this Invitation to Tender may subject the proposal to disqualification. Failure to meet a qualification or requirement will not necessarily subject a proposal to disqualification.

**Valid Period of Offer**

The pricing, terms and conditions stated in an applicant's response must remain valid for 60 days from the date of delivery of the proposal to the Owner. The successful applicant(s) shall enter into a definitive agreement with the Owner on terms acceptable to the Owner, in substantially the same form as the Agreement included herein, within thirty (30) days after notification of the Owner's selection.

**Confidentiality/Non-Disclosure**

The information contained in this tender package or accumulated through other written or verbal communication is confidential to the Owner. The information included in this document and the Contract Documents are provided for proposal preparation purposes only and are not to be used for any other purpose. Should either party determine that a Non-Disclosure Agreement is necessary in conjunction with this Request for Tenders; a Non-Disclosure Agreement from the Owner will be executed by both parties.

**Right of Rejection**

The Owner reserves the right to accept or reject any or all responses to this Tender and to enter into discussions and/or negotiations with one or more qualified parties who reply to this Tender at the same time if such action is in the best interest of the Owner.

**Cost of Tenders**

Expenses incurred in the preparation of a Tender and presentations (if applicable) in response to this Invitation to Tender are the sole responsibility of the parties who reply to this Invitation to Tender.

**EVALUATION**

The evaluation of a Tender is an ongoing process, and the Owner reserves the right to terminate any further consideration of any Tender at any time prior to acceptance.

A Tender may not be subject to further reevaluation if, in the sole opinion of the Owner, the Tender fails to meet or comply with the provisions, requirements or standards set forth in this.

In carrying out the evaluation of the Tender, the Owner will take into consideration:

- Tender Amount
- Qualification and past experience
- Schedule
- Construction plan

Notwithstanding the above, the Owner reserved the unqualified right to carry out a comparative evaluation of all or any submitted Tender and evaluate them based on considerations which in the sole opinion of the Owner would yield to the Owner the best value.

INSTRUCTIONS TO TENDER INDEX

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ACCEPTABILITY OF TENDERS	2
TENDER DOCUMENTS	3
TENDERER'S QUALIFICATIONS	4
SITE CONDITIONS	5
DISCREPANCIES AND/OR OMISSIONS	6
TENDER DEPOSITS	7
SUBCONTRACTORS AND EQUIPMENT	8
TELEGRAPHIC MODIFICATION	9
GOODS AND SERVICES TAX	10

**ARTICLE 1: SUBMISSION OF TENDERS**

All tenders must be sealed and clearly marked on the outside of the envelope as to its contents and shall be forwarded as described in the "Invitation to Tender".

**ARTICLE 2: ACCEPTABILITY OF TENDERS**

Tenders must be submitted on the Tender Form provided. Tenders that are unsigned, incomplete, conditional, illegible, unbalanced, obscure, that contain additions not called for, reservations erasures, alterations or other irregularities may be rejected as being informal.

The Tender Form must contain the Tenderer's business address and his legal status must be disclosed and must be signed by a duly authorised official and be sealed with the corporate seal in the case of a corporation.

The Tender must be received before the Tender Deadline specified in the "Invitation to Tender" to be considered.

The Tender shall be open for acceptance without change for sixty (60) days from the Tender Deadline.

The lowest or any Tender will not necessarily be accepted.

**ARTICLE 3: TENDER DOCUMENTS**

The Tender Documents consist of all parts listed in the definition of the Tender Documents in the Agreement.

**ARTICLE 4: TENDERER'S QUALIFICATIONS**

Tenderers may be required to submit evidence as to their ability to carry out the work and should be prepared to satisfy the Owner and the Engineer as to their competency for constructing work satisfactorily and within the time stated in the Tender Form.

**ARTICLE 5: SITE CONDITIONS**

The Tenderer must examine the site of the Project before submitting his Tender, either personally or through a representative and satisfy himself as to the nature and location of the Work, local conditions, soil structure and topography at the site of the Work, the nature and quality of the materials to be used, the equipment and facilities needed preliminary to and during the construction of the Work. The Tenderer is not entitled to rely on any data or information included in the Contract Documents as to site or subsurface conditions or test results indicating the suitability or quantity or otherwise of site or subsurface materials for use in carrying out the construction of the Work.

**ARTICLE 6: DISCREPANCIES AND/OR OMISSIONS**

Should a Tenderer find discrepancies in, or omissions from the Tender Documents, including the drawings or specifications, or should he be in doubt as to their intent or meaning, he should at once notify the Engineer who will send a written instruction to all Tenderers. No verbal agreement or conversation with the Owner or the Engineer will affect or modify any of the terms or obligations herein stated.

**ARTICLE 7: TENDER DEPOSIT**

A Tender Deposit or Bid Bond **is required** as set out in the Tender Form.

**ARTICLE 8: SUBCONTRACTORS AND EQUIPMENT**

The Tenderer must show in the Tender Form, the names of the Sub-contractors (and their business addresses) and the equipment intended to be used (and capacities of each machine). The words, "as required", or similar wording will not be sufficient description. No change in the Sub-contractors or equipment will be permitted after the Project has been awarded, unless permission is obtained from the Engineer in writing.

**ARTICLE 9: TELEGRAPHIC OR ELECTRONIC MODIFICATION**

Modifications to previously submitted tenders will be considered only if received prior to the Tender Deadline.

Tenders submitted by telefax, telegraph, telex, email or other electronic means including any modifications to previously submitted tenders will not be considered.

**ARTICLE 10: GOODS AND SERVICES TAX**

The Unit Price as bid by the Tenderers in the Tender Form shall not include the Goods and Services Tax (GST). The Progress Payment Certificates, as described in GC 22 of the General Conditions, prepared by the Engineer will include the GST. Based on the amount owing on the Progress Payment Certificate, the Contractor shall invoice the Owner including GST applicable on the amount certified for payment. The GST content shall be a separate item on the invoice, with the rate of tax and the Contractor's GST Registration Number identified.

## **Section 2: TENDER FORMS**

**TENDER FORM**

Town of Rocky Mountain House - 49 Street Improvements

FOR THE CONSTRUCTION OF:

PROJECT: Town of Rocky Mountain House - 49 Street Improvements

LOCATION: Plan 101 AJ, 49 Street from 48 Ave to 49 Ave  
Town of Rocky Mountain House, Alberta.

OFFER TO TENDER OF: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(“the Tenderer”)

TO: Town of Rocky Mountain House  
5116 50 Ave, Rocky Mountain House, AB  
(the “Owner”)

The Tenderer hereby agrees to furnish and deliver all materials, to provide all necessary equipment and to do and perform all Work in accordance with the Contract Document for the above-named Project.

The Tenderer has carefully examined the Invitation to Tender, the Addenda numbered \* n/a, the Tender Form, the Instructions to Tenderers, the General Conditions, the Supplementary Conditions, the Detailed Specifications, and the Drawings, prepared for the above-named Project.

This Tender Form and any Addenda and Schedules attached hereto which constitute this offer to tender shall collectively be referred to as the Offer to Tender.

\* NOTE: To be filled in by the Tenderer.

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Town of Rocky Mountain House - 49 Street Improvements

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Town of Rocky Mountain House - 49 Street Improvements

The Tenderer has carefully examined the site and hereby offers to provide all necessary equipment, do all work and furnish all materials called for by the Tender Documents in the manner prescribed therein, for the compensation in accordance with the prices listed in the Tender Form.

This Offer to Tender is irrevocable for sixty (60) days from the date in which the tenders are opened and if accepted within sixty (60) days, the Tenderer agrees to enter into a contract in the form of agreement exhibited herein (the "Proposed Contract").

The Tenderer also understands and agrees as follows:

1. The Owner reserves the right to increase, decrease, delete or vary any portion of Work (the "Extra Work") and the Tenderer offers to do the Extra Work, whether the quantities are increased or decreased, with valuation of the revisions as stipulated in GC 21 of the General Conditions.
2. The quantities of work in tendered quantity schedule are approximate only and are subject to increase or decrease. The prices stated in the schedule of prices shall apply, and the tender price shall be adjusted accordingly.
3. That the description of pay items in the Tender Form is in short form and that completed descriptions are contained within and that payment shall be made on that basis.
4. To do Extra work not covered by the attached Schedule of Prices which may be ordered by the Engineer and to accept as full compensation therefor such prices as may be agreed upon in accordance with GC 21 of the General Conditions of the Tender Documents.
5. To start site work by May 20<sup>th</sup>, 2026, or earlier if weather permits and to complete the site surface work no later than September 30<sup>th</sup>, 2026, subject to Section GC45 of the General Conditions (the "Contract Time");
6. That no person, firm or corporation other than the Tenderer has any interest in this Offer to Tender or in the Proposed Contract for which this Offer to Tender is made and to which it relates.
7. That this Offer to Tender is made by the Tenderer without any connection, knowledge comparison of figures or arrangement with any other person making an Offer to Tender for the same Project and in all respects fair and without collusion or fraud.
8. To furnish certificates of insurance for Workers' Compensation as required by law.
9. To furnish public liability and property damage insurance in the amount of \$5,000,000.00 for all operations pertaining to this contract. Said insurance will be evidenced by certification filed with the Owner and shall list Owner as an additional insured.
10. The Tenderer also agrees that the awarding of the Proposed Contract based on this Offer to Tender shall be effected by the posting on a mailbox or Post Office of a notice to the effect, addressed to the Tenderer at the address given in this Tender Form (the "Notice of Acceptance"). Posting of such notice in the manner provided herein shall constitute an acceptance of this Offer to Tender or such portion thereof as may be referred to in the Notice of Acceptance without communication with or any notice to the Tenderer.

**TENDER FORM**

Town of Rocky Mountain House - 49 Street Improvements

Accompanying this Offer to Tender is a letter of consent signed by a Surety Company and a bid bond or a certified cheque in the amount of 50% of the tender value (the "Bid Bond"). The Bid Bond is to be forfeited as liquidated damages to the Owner in the event that the Tenderer's Offer to Tender is accepted and the Tenderer fails to comply with the provisions of this Tender Form otherwise the Bid Bond shall be returned to the Tenderer.

DATE AT: \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2026

Signed:

\_\_\_\_\_  
NAME OF COMPANY

Per: \_\_\_\_\_  
AUTHORIZED SIGNING OFFICER

(SEAL)

\_\_\_\_\_  
ADDRESS





**TENDERER'S EXPERIENCE IN SIMILAR WORK COMPLETED**

The Tenderer provides the following list of its experience in work of a similar nature to that being tendered, which we have successfully completed, in order that the Owner may judge our ability to fulfil the Project requirements.

<b>YEAR COMPLETED</b>	<b>DESCRIPTION OF CONTRACT</b>	<b>FOR WHOM WORK PERFORMED</b>	<b>VALUE</b>
1. _____	_____	_____	_____
	_____	_____	
2. _____	_____	_____	_____
	_____	_____	
3. _____	_____	_____	_____
	_____	_____	
4. _____	_____	_____	_____
	_____	_____	
5. _____	_____	_____	_____
	_____	_____	
6. _____	_____	_____	_____
	_____	_____	

**PROJECT PRICE**

## Schedule of Quantities

Project Name:

Rocky Mountain House 49 St

Client:

Town of Rocky Mountain House

Schedule of Quantities Level:

Issue for Tender

Date:

April 1, 2026

### Section A Site Preparation

	Item	Unit	Unit rate	Quantity	Amount
A.1	<b>Import &amp; Export</b>				
	a) Import clay material from offsite	cu.m		100	\$ -
	b) Export clay material to offsite	cu.m		330	\$ -
A.2	<b>Compaction of excavation placed in embankment</b>				
	a) To 95% standard proctor	cu.m		100	\$ -
	b) To 98% standard proctor	cu.m		100	\$ -
A.3	<b>Miscellaneous</b>				
	a) Install temporary fencing	PC Sum		1	\$ -
	b) Site Dewatering during construction as required	PC Sum		1	\$ -
	c) Traffic control and safety signage	PC Sum		1	\$ -
A.4	<b>Erosion and Sediment Control Measures</b>				
	a) Catch basin sediment control barriers	ea		5	\$ -
	b) Install silt fencing barrier for site containment	lm		60	\$ -
<b>TOTAL</b>	<b>Site Preparation</b>				<b>\$ -</b>

**Notes:**

- 1- Quantities are based on preliminary design only.
- 2- It is the contractor's responsibility to perform 1st Call and 2nd Call locates prior to starting any activity.
- 3- Contractor is responsible to notify and communicate with existing businesses prior to and during construction.
- 4- One mobilization and one demobilization to be included in contractor's rates
- 5- PC SUM work must be verified by consultant and backed up with receipts and tickets from the vendor.
- 6- Contractor is responsible to perform a detailed site visit of existing utilities and site conditions
- 7- Items A.1 and A.2 are provisional items, contractor to provide unit rate.

## Schedule of Quantities

Project Name:

Rocky Mountain House 49 St

Client:

Town of Rocky Mountain House

Schedule of Quantities Level:

Issue for Tender

Date:

April 1, 2026

### Section B Sanitary

	Item	Unit	Unit rate	Quantity	Amount
B.1	<b>Supply and install sanitary sewers, including fittings, tees plugs, sand bedding, backfill and compaction of backfill</b>				
	a) 200mm SDR35 (0-4m deep)	lm		207	\$ -
	b) 200mm SDR35 (4-5m deep)	lm		5	\$ -
	c) Washed rock for bedding if needed	cu.m		65	\$ -
B.2	<b>Supply and install manholes with grade rings, benching, excavation, backfill, compaction of backfill, frame and cover</b>				
	a) 1200mm manhole	v.m		8	\$ -
B.3	<b>Camera Inspection</b>				
	a) Camera Inspection @ CCC	lm		212	\$ -
	b) Camera Inspection @ FAC	lm		212	\$ -
	c) Additional flushing as required	PC Sum		1	\$ -
B.4	<b>Tie into existing sewers</b>				
	a) Connect to existing pipe with PVC to clay tile adaptor / coupling	ea		1	\$ -
	b) Tie into existing manhole 620A	ea		1	\$ -
B.5	<b>Locate existing utilities / Remove existing infrastructure</b>				
	a) Locate all existing utilities including hydro-vac and survey	PC Sum		1	\$ -
	b) Remove EX clay tile sanitary pipe, dispose offsite	lm		212	\$ -
	c) Remove EX sanitary manholes 689 and 690, dispose offsite	ea		2	\$ -
	d) Remove sanitary MH 620A and dispose offsite (restore manhole if possible, manhole condition to be determined during construction)	PC Sum		1	\$ -
B.6	<b>Sanitary bypass and temporary service for existing residents</b>				
	a) Contractor to execute detailed plan/ drawing to bypass sanitary flow of existing mains through site. Include emergency mitigation plan with 24 hour monitoring	PC Sum		1	\$ -
	b) Provide temporary sanitary service to local residents affected during construction (including pumping, monitoring, communication with residents)	PC Sum		1	\$ -
<b>TOTAL</b>	<b>Sanitary Sewer</b>				<b>\$ -</b>

Notes:

- 1- Quantities are based on preliminary design only.
- 2- It is the contractor's responsibility to perform 1st Call and 2nd Call locates prior to starting any activity.
- 3- Contractor is responsible to notify and communicate with existing businesses prior to and during construction.
- 4- One mobilization and one demobilization to be included in contractor's rates
- 5- PC SUM work must be verified by consultant and backed up with receipts and tickets from the vendor.
- 6- Contractor is responsible to perform a detailed site visit of existing utilities and site conditions

**Schedule of Quantities**

Project Name:  
 Client:  
 Schedule of Quantities Level:

Rocky Mountain House 49 St  
 Town of Rocky Mountain House  
 Issue for Tender

Date: April 1, 2026

**Section C Storm Sewers (Provisional)**

	Item	Unit	Unit rate	Quantity	Amount
C.1	<b>Supply and install catch basin leads, including all fittings, sand bedding, backfill and compaction of backfill.</b>				
	a) CB Lead 300mm SDR35 (0-4m deep)	lm		25	\$ -
	b) CB Lead 250mm SDR35 (0-4m deep)	lm		15	\$ -
	c) Washed rock for bedding if needed	cu.m		15	\$ -
C.2	<b>Supply and install catch basins and cb manholes with rings, adapters, frame and cover</b>				
	a) 1200mm catch basin manhole c/w F-36 frame and cover	ea		1	\$ -
	b) Catch basin c/w F-36 frame and cover	ea		3	\$ -
C.3	<b>Camera Inspection</b>				
	a) Camera Inspection @ CCC	lm		40	\$ -
	b) Camera Inspection @ FAC	lm		40	\$ -
C.4	<b>Tie into existing sewers</b>				
	a) Connect to existing storm manhole with new cb lead	ea		1	\$ -
C.5	<b>Locate existing utilities / Remove existing infrastructure</b>				
	a) Locate all existing utilities including hydro-vac and survey	PC Sum		1	\$ -
	b) Remove EX catch basin lead, dispose offsite	lm		40	\$ -
	c) Remove EX catch basins and catchbasin manhole, dispose offsite	ea		4	\$ -
<b>TOTAL</b>	<b>Storm Sewer</b>				<b>\$ -</b>

**Notes:**

- 1- Quantities are based on preliminary design only.
- 2- It is the contractor's responsibility to perform 1st Call and 2nd Call locates prior to starting any activity.
- 3- Contractor is responsible to notify and communicate with existing businesses prior to and during construction.
- 4- One mobilization and one demobilization to be included in contractor's rates
- 5- PC SUM work must be verified by consultant and backed up with receipts and tickets from the vendor.
- 6- Contractor is responsible to perform a detailed site visit of existing utilities and site conditions
- 7- Storm installation is provisional

## Schedule of Quantities

Project Name:

Rocky Mountain House 49 St

Client:

Town of Rocky Mountain House

Schedule of Quantities Level:

Issue for Tender

Date:

April 1, 2026

### Section D Watermain

	Item	Unit	Unit rate	Quantity	Amount
D.1	<b>Supply, install, and trench watermain, including bedding, backfill and compaction of backfill, concrete thrust blocks, and all necessary fittings (including all testing),</b>				
	a) 150mm C900 DR-18 PVC	lm		211	\$ -
	b) 200mm C900 DR-18 PVC	lm		195	\$ -
	c) 100mm C900 DR-18 PVC	lm		3	\$ -
	d) Washed rock for bedding if required	cu.m		124	\$ -
D.2	<b>Supply &amp; install hydrants, valves and reducers</b>				
	a) Hydrants c/w leads, control valve, tee, extensions	ea		1	\$ -
	b) 150mm hydrant lead	lm		9	\$ -
D.3	<b>Tie into existing watermain</b>				
	a) Connect to existing cast iron pipe with engineer approved coupling	ea		3	\$ -
D.4	<b>Miscellaneous water infrastructure</b>				
	a) 50mm DOW HI-40 Insulation as per detail	lm		22	\$ -
	b) Manual air vent c/w chamber and all fittings	ea		4	\$ -
D.5	<b>Remove existing infrastructure</b>				
	a) Remove existing watermain structures including tees, valves, hydrants, and dispose offsite	PC Sum		1	\$ -
	b) Remove existing cast iron watermains, dispose offsite	lm		220	\$ -
D.6	<b>Temporary connection/service for existing residents</b>				
	a) Contractor to execute detailed plan/ drawing to shut down existing watermain	PC Sum		1	\$ -
	b) Contractor to execute detailed plan/ drawing to provide potable water to each existing resident during construction	PC Sum		1	\$ -
D.7	<b>Watermain Testing</b>				
	a) Water main pressure testing, chlorination, flushing, water sampling, and full line commissioning to the satisfaction of the Town (Includes detailed plans and communication with Town, Consultant, and all affected residents	PC Sum		1	\$ -
<b>TOTAL</b>	<b>Watermain</b>				<b>\$ -</b>

**Notes:**

- 1- Quantities are based on preliminary design only.
- 2- It is the contractor's responsibility to perform 1st Call and 2nd Call locates prior to starting any activity.
- 3- Contractor is responsible to notify and communicate with existing businesses prior to and during construction.
- 4- One mobilization and one demobilization to be included in contractor's rates
- 5- PC SUM work must be verified by consultant and backed up with receipts and tickets from the vendor.
- 6- Contractor is responsible to perform a detailed site visit of existing utilities and site conditions



## Schedule of Quantities

Project Name:

Rocky Mountain House 49 St

Client:

Town of Rocky Mountain House

Schedule of Quantities Level:

Issue for Tender

Date:

April 1, 2026

Section F Concrete Work					
	Item	Unit	Unit rate	Quantity	Amount
F.1	Supply & install curbs, walks, swales, and all tie ins as required				
	<b>Curb and Gutter</b>				
	a) Straight face curb and gutter	lm		17	\$ -
	b) Barrier curb	lm		2	\$ -
	c) Straight face curb, gutter and monowalk - 1.20m width	lm		8	\$ -
	d) Straight face curb, gutter and monowalk - 1.50m width	lm		315	\$ -
	e) Straight face curb, gutter and monowalk - 2.10m width	lm		8	\$ -
	f) Supply and install wick drain	lm		350	\$ -
	<b>Concrete walkway</b>				
	a) Separate 1.5m walk	lm		4	\$ -
F.2	Supply and Install Alley Crossings, Bus Stops, and Pads ( Include the base preparaion and gravel)				
	a) Concrete pad, concrete pad with risers, mail box pad	sq.m		175	\$ -
	b) Private crossing	sq.m		80	\$ -
	c) Driveway	sq.m		14	\$ -
F.3	Supply & install curb ramps				
	a) Ramp Type B (provisional)	ea			\$ -
	b) Ramp Type A1	ea			\$ -
	c) Ramp Type A2	ea		5	\$ -
	d) Ramp Type D	ea		2	\$ -
<b>TOTAL</b>	<b>Concrete</b>				<b>\$ -</b>

Notes:

- 1- Quantities are based on preliminary design only.
- 2- It is the contractor's responsibility to perform 1st Call and 2nd Call locates prior to starting any activity.
- 3- Contractor is responsible to notify and communicate with existing businesses prior to and during construction.
- 4- One mobilization and one demobilization to be included in contractor's rates
- 5- PC SUM work must be verified by consultant and backed up with receipts and tickets from the vendor.
- 6- Contractor is responsible to perfrom a detailed site visit of exisitng utilities and site conditions
- 7- Monowalk width is measured from edge of walk to back of curb, confirm with client (2005 detail 7-02 differs)
- 8- Tie-ins from PL to buildings/ existing residents to be decided in field between Town/ Owner

## Schedule of Quantities

Project Name:  
Client:  
Schedule of Quantities Level:

Rocky Mountain House 49 St  
Town of Rocky Mountain House  
Issue for Tender

Date: April 1, 2026

Section G Road Construction					
	Item	Unit	Unit rate	Quantity	Amount
G.1	<b>Road grading</b>				
	a) Fine road core grading	PC sum		1.00	\$ -
	<b>Road construction (supply and install)</b>				
G.2	<b>Asphalt pad (Plan 4833 Lot 5-6)</b>				
	a) 150mm subgrade preparation and cement stabilized subgrade	sq.m		55	\$ -
	b) 200mm depth 3-20A crushed gravel	sq.m		55	\$ -
	c) 40mm depth of Asphalt Concrete (10mm-HT. @ F.A.C.)	sq.m		50	\$ -
	d) Addition of cement	tonne		1	\$ -
G.3	<b>Local road construction</b>				
	a) 150mm subgrade preparation and cement stabilized subgrade	sq.m		3,358	\$ -
	b) 200mm depth 3-20A crushed gravel	sq.m		3,358	\$ -
	c) 75mm depth of Asphalt Concrete (10mm-HT)	sq.m		3,053	\$ -
	d) 35mm depth of Asphalt Concrete (10mm-HT)	sq.m		3,053	\$ -
	e) Addition of cement	tonne		34	\$ -
G.4	<b>Gravel access</b>				
	a) 200mm depth 3-20A crushed gravel	sq.m		12	\$ -
	b) 150mm subgrade preparation and cement stabilized subgrade	sq.m		13	\$ -
	c) Addition of cement	tonne		1	\$ -
G.5	<b>Grinding of Asphalt</b>				
	a) Grind and overlay at tie-ins	PC Sum		4	\$ -
	b) As required for F.A.C. paving (confirm w/ client)	LS		1	\$ -
G.6	<b>Removals</b>				
	a) Remove ex road structure and dispose offsite	sq.m		3,080	\$ -
	b) Remove ex curb, gutter, concrete pad, asphalt pad, gravel access, and dispose offsite	sq.m		1,270	\$ -
	c) Remove ex infrastructures per necessary including wooden platform, street signs, door access, landscape and dispose offsite	PC Sum		1	
G.7	<b>Miscellaneous</b>				
	a) Traffic control during construction	PC Sum		1	\$ -
	b) Supply and install signage	ea		8	\$ -
	c) Supply and install pavement markings	ls		1	\$ -
	d) Landscape restoration 150mm topsoil w/ sod ( west side of 49 Street)	sq.m	\$ -	50	\$ -
	e) Landscape restoration 150mm topsoil w/ sod ( east side of 49 Street)	sq.m		300	\$ -
	f) Remove and reinstall chain link fencing (provisional)	lm		15	\$ -
	<b>* Pavement structure and additional cement to be determined by geotechnical engineer during construction *</b>				
<b>TOTAL</b>	<b>Road Construction</b>				<b>\$ -</b>

### Notes:

- 1- Quantities are based on preliminary design only.
- 2- It is the contractor's responsibility to perform 1st Call and 2nd Call locates prior to starting any activity.
- 3- Contractor is responsible to notify and communicate with existing businesses prior to and during construction.
- 4- One mobilization and one demobilization to be included in contractor's rates
- 5- PC SUM work must be verified by consultant and backed up with receipts and tickets from the vendor.
- 6- Contractor is responsible to perform a detailed site visit of existing utilities and site conditions.
- 7- Landscape detail to be confirmed by client (est \$25/m2 for 150mm topsoil w/ sod).
- 8- Confirm with client that landscape removals can be placed at town dump site.
- 9- Signage based off existing sign count from site visit

## **Section 3: CONDITIONS**

**GENERAL CONDITIONS OF THE CONTRACT  
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## THE GENERAL CONDITIONS OF THE CONTRACT

### GC1 DEFINITIONS

#### 1.01 Contract Documents

The Contract Documents consist of the executed Agreement and the General Conditions of the Contract, Supplementary General Conditions, Specifications, Drawings and such other documents as are listed in Article 1 of the Agreement, including all amendments thereto incorporated before their execution and subsequent amendments thereto made pursuant to the provisions of the Contract or agreed upon between the parties.

#### 1.02 Owner, Engineer, Contractor

The Owner, Engineer, and Contractor are the persons, firms or corporations identified as such in the Agreement and referred to throughout the Contract Documents. The term Owner, Engineer, and Contractor means the Owner, Engineer and Contractor or their authorized representative as designated to each party in writing.

#### 1.03 Subcontractor

A Subcontractor is a person, firm, or corporation having a direct contract with the Contractor to perform a part or parts of the Work included in the Contract, or to supply products worked to a special design according to the Contract Documents.

#### 1.04 The Project

The Project is the total construction of the Work to be performed under the Contract Documents, in whole or a part.

#### 1.05 The Work

The term the Work means the total construction required by the Contract Documents and includes all labour, products and services.

#### 1.06 Products

The term products means all material, machinery, equipment and fixtures forming the completed Work as required by the Contract Documents, 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.

#### 1.07 Other Contractor

The term Other Contractor means any person, firm or corporation employed by or having a separate contract directly or indirectly with the Owner for work other than that required by the Contract Documents.

#### 1.08 Place of Building

The place of building is the designated site or location of the Project.

#### 1.09 Law of the Contract

The law of the Place of Building shall govern the Contract.

#### 1.10 Time

- . The Contract Time is the time stated in Article 2 of the Agreement.
- B. The date of Substantial Performance of the Work is the date certified by the Engineer.
- C. The term day as used in the Contract Documents shall mean the calendar day.
- D. The term working day as used in the Contract Documents shall mean days other than Saturdays, Sundays and holidays which are observed by the construction industry in the area or place of building.

#### 1.11 Substantial Performance

Substantial Performance is as defined in the Builders Lien legislation applicable to the Place of Building. If such legislation is not or does not contain such definition, Substantial Performance shall have been reached when the Work is ready for use or is being used for the purpose intended and is so certified by the Engineer.

#### 1.12 Total Performance

Total Performance shall mean when the entire Work has been performed to the requirements of the Contract Documents and the maintenance period has expired and is so certified by the Engineer.

1.13 Wherever the singular number and masculine gender occur, plural number and feminine gender apply where the facts or contents so require.

### GC2 DOCUMENTS

2.01 The Contract Documents shall be signed in triplicate by the Owner and the Contractor.

2.02 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. All words and expressions used in the Contract Documents, unless there is something in the subject matter or context inconsistent therewith, shall have the same meaning ascribed to them in this General Conditions of the Contract.

2.03 The intention of the Contract Documents is to include all labour, products, and services reasonably necessary to perform the Work in accordance with the Contract Documents. It is not intended, however, that the Contractor shall supply any products or work not covered or property inferable from any of the Contract Documents.

2.04 Words which have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

**2.05** Should there be any conflict within the Contract Documents, the Contractor shall notify the Engineer. The Engineer's decision on such questions arising or the interpretation of the specifications and drawings shall govern and be binding on the Contractor and Owner.

**2.06** In the case of discrepancies between drawings, those of a later date and details to a larger size shall govern. Figured dimensions shall govern over scaled dimensions.

**2.07** The apparent generality of the specification and drawings as to any detail or the apparent omission from them of a detailed description shall be regarded as meaning that only material and workmanship of the first quality are to be used.

### **GC3 ADDITIONAL INSTRUCTIONS**

**3.01** During the progress of the Work the Engineer shall furnish to the Contractor such additional instructions as may be necessary to supplement the Contract Documents. All such instructions shall be consistent with the intent of the Contract Documents.

**3.02** Additional instructions may include minor changes to the Work, which affect neither the Contract Price nor the Contract Time.

**3.03** Additional instructions may be in the form of drawings, samples, models, or written instructions.

**3.04** Additional instructions will be issued by the Engineer with reasonable promptness and in accordance with any schedule agreed upon.

### **GC4 DOCUMENTS PROVIDED**

**4.01** The Contractor will be provided without charge, with as many copies of the Contract Documents or parts thereof as are reasonably necessary for the performance of the Work.

### **GC5 DOCUMENTS ON THE SITE**

**5.01** The Contractor shall keep one copy of all current Contract Documents and shop drawings on the site, in good order and available to the Engineer and/or his representatives. This requirement shall not be deemed to include the executed Contract Documents.

### **GC6 OWNERSHIP OF DOCUMENTS AND MODELS**

**6.01** All Contract Documents and copies thereof, and all models furnished by the Engineer are and shall remain his property and are not to be used on other work.

**6.02** Contract Documents are not to be copied or revised in any manner without the written authorization of the Engineer.

**6.03** Models furnished by the Contractor or the Owner are the property of the Owner.

### **GC7 ENGINEER'S DECISIONS**

**7.01** The Engineer, in the first instance, shall decide on questions arising under the Contract Documents and interpret the requirements therein. Such decisions shall be given in writing. The Engineer shall use his powers under the Contract to enforce its faithful performance by both the Contractor and Owner.

**7.02** The Contractor shall notify the Engineer in writing immediately should he hold that a decision by the Engineer is in error and/or at variance with the Contract Documents.

**7.03** If the question of error and/or variance is not resolved immediately and the Engineer decides that the disputed work shall be carried out, the Contractor shall act according to the Engineer's written decision. Any question of change in Contract Price and/or extension of Contract Time due to such error and/or variance shall be decided as provided in GC16 SETTLEMENT OF DISPUTES.

**7.04** Should the Engineer's employment be terminated, the Owner shall appoint an engineer whose status under the Contract shall be that of the former Engineer.

**7.05** Nothing contained in the Contract Documents shall create any contractual relationship between the Engineer and the Contractor.

### **GC8 DELAYS**

**8.01** If the Contractor is delayed in the performance of the Work by any act or neglect of the Owner, Engineer, or any Other Contractor or any employee of any one of them, then the Contract Time shall be extended for such reasonable times as the Engineer may decide in consultation with the Contractor, and the Contractor shall be reimbursed for any costs incurred by him as a result of such delay.

**8.02** If the Contractor is delayed in the performance of the Work by a Stop Work Order issued by 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 employed by him directly or indirectly, then the Contract Time shall be extended for such reasonable time as the Engineer and the Contractor may agree that the Work was delayed, and the Contractor shall be reimbursed for any costs incurred by him as the result of such delay.

**8.03** If the Contractor is delayed in the performance of the Work by labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized Contractor's Association, of which the Contractor is a member), fire, unusual delay by common carriers or unavoidable casualties, or without limit to any of the foregoing,

by any cause of any kind whatsoever beyond the Contractor's control, then the Contract Time shall be extended for such reasonable time as may be mutually decided by the Engineer and Contractor, but in no case shall the extension of time be less than the time lost as the result of the event causing the delay, unless such shorter extension of time be agreed to by the Contractor.

**8.04** In addition and without limit to the foregoing the Contract Time may be extended for any cause within the Contractor's control which the Engineer shall decide as justifying a delay for such reasonable time as the Engineer may decide.

**8.05** No extension shall be made for delay unless written notice of claim for a delay is given to the Engineer by the Contractor within fourteen (14) days of the delays commencement providing that in the case of a continuing cause of delay only one claim shall be necessary.

**8.06** The Engineer shall not, except by written notice to the Contractor or as provided in GC15 EMERGENCIES, stop or delay any part of the Work or propose changes in the Work.

#### **GC9 OWNER'S RIGHT TO DO WORK**

**9.01** If the Contractor should neglect to complete the Work properly or fail to perform any provisions of the Contract, the Owner may notify the Contractor in writing that the Contractor is in default of his contractual obligations and instruct him to correct the default within five (5) working days of receiving the notice.

**9.02** If the correction of the default cannot be completed within the five (5) working days specified in the notice provided for in 9.01, the Contractor shall be considered to be in compliance with the Owner's notice if the Contractor:

- A. Commences the correction of the default within the specified time in the notice; and,
- B. Provides the Owner with an acceptable schedule for such correction; and,
- C. Completes the correction in accordance with such schedule.

**9.03** If the Contractor fails to comply with the provisions of 9.01 and 9.02 the Owner may, without prejudice to any other right or remedy he may have, correct such default and may deduct the cost thereof from the payment then or thereafter due the Contractor provided, however, that the Engineer shall review the action and approve the amount subsequently charged to or deducted from the payment due to the Contractor.

#### **GC10 OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT**

**10.01** If the Contractor should be adjudged bankrupt or make a general assignment for the benefit of creditors or if a receiver is appointed on account of his insolvency, the Owner

may, without prejudice to any other right or remedy he may have, by giving the Contractor written notice, terminate the Contract.

**10.02** Subject to the Engineer verifying that sufficient cause exists, the Owner may notify the Contractor in writing that he is in default of his contractual obligations, if the Contractor:

- A. Refuses or fails to supply sufficient properly skilled workmen or proper workmanship, products, or construction machinery and equipment for the scheduled performance of the Work within five (5) working days of receiving written notice, except in those cases provided in GC8 DELAYS; or,
- B. Fails to make payments due to his Subcontractors, his suppliers or his workmen; or,
- C. Persistently disregards laws or ordinances, or the Engineer's instructions; or,
- D. Otherwise violates the provisions of the Contract.

Such written notice by the Owner shall instruct the Contractor to correct the default within five (5) working days from the receipt of the written notice.

**10.03** If the correction of the default cannot be completed within the five (5) working days specified in the notice, the Contractor shall be considered to be in compliance with the Owner's notice if he:

- A. Commences the correction of the default within the specified time in the notice; and,
- B. Provides the Owner with an acceptable schedule for such correction; and,
- C. Completes the correction in accordance with such schedule.

**10.04** If the Contractor fails to correct the default within the time specified or subsequently agreed upon, the Owner may, without prejudice to any other right or remedy he may have, stop the Work or terminate the Contract.

**10.05** If the Owner terminates the Contract under the conditions set out above, the Owner is entitled to:

- A. Take possession of the Place of Building and products and utilize the construction machinery and equipment, the whole subject to the right of third parties, and to finish the Work by whatever method he may deem expedient but without undue delay or expense;
- B. Withhold any further payments to the Contractor until the Work is finished;
- C. Upon Total Performance of the Work, charge the Contractor the amount by which the full cost of finishing the Work as certified by the Engineer, including compensation to the Engineer to cover the cost of any correction required by GC33 WARRANTY, exceeds the unpaid balance of the

Contract Price; or if such cost of finishing the Work is less than the unpaid balance on the Contract Price, pay the Contractor the difference.

- D. On expiry of the warranty period as required by GC33 WARRANTY, charge the Contractor the amount by which the cost of corrections under GC33 WARRANTY exceeds the allowance provided for such corrections or if the cost of such corrections is less than the allowance, pay the Contractor the difference.

#### **GC11 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT**

**11.01** If the Owner should be adjudged bankrupt, or make a general assignment for the benefit of creditors or if a receiver is appointed on account of his insolvency, the Contractor may, without prejudice to any other right or remedy he may have, by giving the Owner written notice, terminate the Contract.

**11.02** If the Work should be stopped or otherwise delayed for a period of thirty (30) 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 directly or indirectly employed by him, the Contractor may, without prejudice to any other right or remedy he may have, by giving the Owner written notice, terminate the Contract.

**11.03** The Contractor may notify the Owner in writing, with a copy to the Engineer, that the Owner is in default of his contractual obligations if:

- A. The Engineer fails to issue a certificate in accordance with GC23 CERTIFICATES AND PAYMENTS;
- B. The Owner fails to pay the Contractor when due any amount certified by the Engineer or awarded by arbitrators. Such written notice shall advise the Owner that if such default is not corrected within five (5) working days from the receipt of the written notice the Contractor may, without prejudice to any other right or remedy he may have, stop the Work and/or terminate the Contract.

**11.04** If the Contractor terminates the Contract under the conditions set above, he shall be entitled to be paid for all work performed and for loss sustained upon products and construction machinery and equipment with reasonable profit and damages.

#### **GC12 OTHER CONTRACTORS**

**12.01** The Owner reserves the right to enter into separate contracts with Other Contractors in connection with the Project of which the Work is part.

**12.02** The Owner shall coordinate the work and insurance coverage of Other Contractors as it affects the Work of this

Contract.

**12.03** The Contractor shall coordinate his work with that of Other Contractors and connect the Contractor's work to the Other Contractors' work as required or shown on the Contract Documents.

**12.04** The Contractor shall report to the Engineer any apparent deficiencies in Other Contractor's work which would affect the Work of this Contract immediately when they come to his attention and shall confirm such report in writing. Failure by the Contractor to so report shall invalidate any claims against the Owner by reason of the deficiencies of Other Contractor's work except as to those of which the Contractor was not reasonably aware.

#### **GC13 ASSIGNMENT**

**13.01** Neither the Owner nor the Contractor shall assign the Contract or any portion thereof without the written consent of the other party.

#### **GC14 SUBCONTRACTORS**

**14.01** The Contractor agrees to preserve and protect his rights and the rights of the Owner under the Contract with respect to any work to be performed under subcontract. The Contractor therefore agrees to:

- A. Require his Subcontractors to perform their work in accordance with and subject to the terms and conditions of the Contract Documents; and,
- B. Be as fully responsible to the Owner for acts and omissions of persons directly employed by his Subcontractors as for acts and omissions of persons directly employed by the Contractor. The Contractor therefore agrees that he will incorporate all the terms and conditions of the Contract Documents into all subcontract agreements he enters into with his Subcontractors.

**14.02** The Contractor agrees to employ those Subcontractors proposed by him in writing in the Tender Form and accepted by the Owner prior to the signing of the Contract for such portions of the Work as may be designated in the bidding requirements.

**14.03** The Owner, may for reasonable cause, object to the use of a proposed Subcontractor and require the Contractor to employ another subcontractor.

**14.04** In the event that the Owner requires a change from any proposed Subcontractor, the Contract Price shall be adjusted by the difference in cost occasioned by such required change.

**14.05** The Contractor shall not be required to employ as a Subcontractor any person or firm to whom he may reasonably object.

**14.06** The Engineer may, upon reasonable request and at his discretion, provide to a Subcontractor information as to the percentage of the Subcontractor's work which has been certified for payment.

**14.07** Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Owner.

#### **GC15 EMERGENCIES**

**15.01** The Engineer has authority in an emergency to stop the progress of the Work whenever in his 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 his opinion be necessary. The Engineer shall within two (2) working days confirm in writing any such instructions. In such a case if work has been performed under direct order of the Engineer, the Contractor shall keep his right to claim the value of such work.

#### **GC16 SETTLEMENT OF DISPUTES**

**16.01** In the case of any dispute arising between the Owner and the Contractor as to their respective rights and obligations under the Contract, either party hereto shall be entitled to give to the other notice of such dispute. In the event that the parties have agreed to submit such disputes to arbitration pursuant to the Supplementary General Condition to the Contract, or by subsequent agreement, either party may thereupon request arbitration pursuant to such provisions. In the event that no provision or agreement is made for arbitration, then either party may seek recourse in such judicial tribunal as the circumstances may require.

**16.02** Arbitration proceedings or legal proceedings shall not take place until after the performance or alleged performance of the disputed work except:

- A. When the dispute concerns a certificate for payment;
- B. Where either party can show that the matter in dispute requires immediate consideration while evidence is available;
- C. In the case of legal proceedings, where the action may become barred by reason of delay.

#### **GC17 INDEMNIFICATION**

**17.01** Except as provided in 17.02 and 17.03, the Contractor shall indemnify and hold harmless the Owner and the Engineer, their agents and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of or attributable to the Contractor's performance of the Contract, providing that any such claims, damages, loss or expense is:

- A. Attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property; and,
- B. Cause by a negligent act or omission of the Contractor or anyone for whose acts he may be liable.

**17.02** The obligations of the Contractor under this General Condition shall not extend to the liability of the Owner and the Engineer, their agents and employees where the primary cause of the injury or damage arises out of:

- A. The use of maps, drawings, reports, surveys, change orders, designs or specifications provided by the Owner, the Engineer, their agents and employees; or,
- B. The giving of or the failure to give decisions or instructions by the Owner, the Engineer, their agents and employees.

**17.03** The Owner shall indemnify and hold harmless the Contractor from and against all claims, demands, losses of the Contractor's performance of the Contract which are attributable to lack of or defect in title to the Place of Building of the Work.

#### **GC18 CONTINGENCY ALLOWANCE**

**18.01** The Contract Price includes the contingency allowance, if any, stated in the Contract Documents.

**18.02** The contingency allowance is specified to provide for changes in the Work authorized under GC20 CHANGES IN THE WORK, and evaluated under GC21 VALUATION AND CERTIFICATE OF CHANGES IN THE WORK.

#### **GC19 CASH ALLOWANCES**

**19.01** The Contract Price includes all cash allowances stated in the Contract Documents.

**19.02** Cash allowances, unless otherwise specified, cover the net cost to the Contractor of all services, products, construction machinery and equipment, freight, unloading, handling, storage, installation and other authorized expenses incurred in performing the work stipulated under the cash allowance.

**19.03** The Contract Price, and not the cash allowance, includes the Contractor's overhead and profit in connection with such cash allowances.

**19.04** Where costs under a cash allowance exceed the amount of the allowance, the Contractor will be compensated for any excess incurred and substantiated plus an allowance for overhead and profit as set out in the Contract Documents.

**19.05** The Contract Price shall be adjusted by written order to provide for any excess or deficit to each cash allowance.

**19.06** Progress payments on account of authorized purchases under cash allowances shall be certified on the Engineer's monthly certificates for payment.

**19.07** A schedule shall be prepared jointly by the Engineer and the Contractor to show when items called for under cash allowances must be authorized by the Engineer for ordering purposes so that the progress of the work stipulated under the cash allowance will not be delayed.

## **GC20 CHANGES IN THE WORK**

**20.01** The Owner through the Engineer, without invalidating the Contract, may make changes by altering, adding to, or deducting from the Work, with the Contract Price and the Contract Time being adjusted accordingly.

**20.02** Except as provided in GC15 EMERGENCIES, no change shall be made without a written order from the Engineer and no claim for an addition or deduction to the Contract Price or change in the Contract Time shall be valid unless so ordered and at the same time valued or agreed to be valued as provided in GC21 VALUATION AND CERTIFICATION OF CHANGES IN THE WORK.

## **GC21 VALUATION AND CERTIFICATION OF CHANGES IN THE WORK**

**21.01** The value of any change shall be determined in one or more of the following methods:

- A. By estimate and acceptance in a lump sum;
- B. By unit prices set out in the Contract or subsequently agreed upon; or
- C. By cost plus on a force account basis.

**21.02** When a change in the Work is proposed or required, the Contractor shall present to the Engineer for approval his claim for any changes in the Contract Price and/or change in Contract Time. The Engineer shall satisfy himself as to the correctness of such claim and, when approved by him, shall issue a written order to the Contractor to proceed with the change and setting out any applicable changes to the Contract Price and Contract Time as required.

**21.03** In the case of changes in the Work to be paid for under method (B) of 21.01, the form of presentation of costs and methods of measurement shall be agreed to by the Engineer and Contractor before proceeding with the change.

**21.04** In the case of changes in the Work to be paid for under method (C) of 21.01, compensation will be made in accordance with the following:

- A. Labour - All labour will be paid for at the unit prices tendered or mutually agreed upon by the Engineer

and Contractor. The unit prices will include board allowance, fringe benefits, insurance and profit.

- B. Equipment - All equipment will be paid for at the rates listed in the most recent rate schedule published by an authoritative agency mutually acceptable to the Owner and Contractor or at rates previously agreed to should no such schedule be available.
- C. Materials - Materials supplied by the Contractor will be paid for at the supplier's invoice price plus ten percent (10%) for handling and indirect overhead cost.
- D. On subcontract work, the allowance to the Contractor will be five percent (5%) of the subcontractor's invoice.

The Contractor shall submit, for the Engineer's approval the cost of the work done on force account on each succeeding day after force account work is carried out.

**21.05** If the method of valuation, measurement and the change in Contract Price and/or change in Contract Time cannot be proceeded with then the Engineer shall determine the method of valuation, measurement and the change in Contract Price and/or Contract Time subject to final determination in the manner set out in GC16 SETTLEMENT OF DISPUTES. In this case the Engineer shall issue a written authorization for the change setting out the method of valuation and if by lump sum his valuation for the change in Contract Price and/or Contract Time.

**21.06** In the case of a dispute in the valuation of a change authorized in the Work and pending final determination of such value, the Engineer shall certify the value of work performed and include the amount with the regular certificates for payment.

**21.07** It is intended in all matters referred to above that both the Engineer and Contractor shall act promptly.

## **GC22 APPLICATION FOR PAYMENT**

**22.01** Applications for payment on account may be made by the Contractor to the Engineer monthly as the Work progresses. Applications for payment shall be dated the last day of the agreed monthly payment period.

**22.02** Claims for materials delivered to the site may be considered by the Owner, upon receipt of a written request from the Contractor. Claims for products delivered to the site but not yet incorporated into the Work shall be supported by such evidence as the Engineer may reasonably require to establish the value and delivery of the products.

**22.03** Holdback monies shall be ten percent (10 %) of the Contract Price or as otherwise required by any applicable builders lien legislation.

**22.04** Applications for release of holdback monies following the Substantial Performance of the Work and the application for final payment shall be made at the time and in the manner

set forth in GC23 CERTIFICATES AND PAYMENTS.

### **GC23 CERTIFICATES AND PAYMENTS**

**23.01** The Engineer shall within ten (10) days of receipt of a request for an application for payment from the Contractor, submitted in accordance with GC22 APPLICATION FOR PAYMENT, issue a Progress Payment Certificate covering payment for work completed to the end of the Progress Period. The Engineer shall submit the Progress Payment Certificate to the Contractor for his review and approval. If the Contractor is in agreement, he shall submit the Progress Payment Certificate along with his invoice directly to the Owner for payment. If the Contractor is not in agreement with the Engineer's Progress Payment Certificate the Contractor shall notify the Engineer immediately.

**23.02** The Owner shall within thirty (30) days of issuance of a Progress Payment Certificate or certificate for payment by the Engineer, make payment to the Contractor on account in accordance with the provisions of Article 3 of the Agreement.

**23.03** Notwithstanding any other provisions of this Contract, if on account of climatic or other conditions reasonably beyond the control of the Contractor there are items of work that cannot be performed, the payment for work which has been performed as certified by the Engineer shall not be withheld or delayed by the Owner on account thereof, but the Owner may withhold from the Contract Price until the remaining work is finished only such monies as the Engineer shall determine are sufficient and reasonable to cover the cost of performing such remaining work and to adequately protect the Owner.

**23.04** The Engineer shall, within ten (10) days of receipt of a written application from the Contractor for a Certificate of Substantial Performance, make an inspection and assessment of the Work to verify the validity of the application. The Engineer shall within seven (7) days of his inspection notify the Contractor in writing of the Engineer's approval or disapproval of the application. When the Engineer finds the work to be substantially performed he shall issue a Certificate of Substantial Performance. The date of this certificate shall be the date of Substantial Performance of the Contract.

**23.05** Following the issuance of the Certificate of Substantial Performance and upon receipt from the Contractor of all documentation called for in the Contract Documents the Engineer shall issue a certificate for payment of holdback monies. The release of holdback monies authorized by this certificate shall become due and payable following the expiration of the Statutory Limitation Period stipulated in the Builders' Lien legislation applicable to the Place of Building, or where such legislation, regulations governing privileges, industry practice or such other provisions which may be agreed to between the parties, providing that no lien or privilege claims against the Work exist and the Contractor has submitted to the Owner a sworn statement that all accounts for labour, subcontracts, products, construction machinery and equipment

and any other indebtedness which may have been incurred by the Contractor in the Substantial Performance of the Work and for which the Owner might in any way be held responsible have been paid in full except holdback monies properly retained.

**23.06** The Engineer shall within ten (10) days of receipt of a written application from the Contractor for payment upon Total Performance of the Contract, make an inspection and assessment of the work to verify the validity of the application. The Engineer shall within seven (7) days of his inspection notify the Contractor in writing of the Engineer's approval or disapproval of the application. When the Engineer finds the Work to be totally performed to his satisfaction, he shall issue a Certificate of Total Performance and certify for payment the remaining monies due to the Contractor under the Contract less any holdback monies which are required to be retained. The date of this certificate shall be the date of Total Performance of the Contract. The Owner shall within thirty (30) days of issuance of such certificate, make payment to the Contractor in accordance with the provisions of Article 3 of the Agreement.

**23.07** The release of any remaining holdback monies shall become due and payable following the expiration of the Statutory Limitation Period stipulated in the Builders' Lien legislation applicable to the Place of Building, or where such other legislation, regulations governing privileges, industry practice or such other provisions which may be agreed to between the parties, provided that no claims against the Work exist and the Contractor has submitted to the Owner a sworn statement that all accounts for labour, subcontracts, products, construction machinery and equipment and any other indebtedness which may have been incurred by the Contractor in the Total Performance of the Work and for which the Owner might in any way be held responsible have been paid in full except holdback monies properly retained.

**23.08** No certificate for payment, or any payment made thereunder, nor any partial or entire use of occupancy of the Work by the Owner shall constitute an acceptance of any work or products by the Owner not in accordance with the Contract Documents.

**23.09** The acceptance of the Certificate of Total Performance or of the payment due thereunder shall constitute a waiver by the Contractor of all claims he has against the Owner except those made in writing by the Contractor prior to his application for payment upon Total Performance of the Contract and still unsettled.

### **GC24 TAXES AND DUTIES**

**24.01** Unless otherwise stated in Supplementary General Conditions the Contractor shall pay all government sales taxes, customs duties and excise taxes with respect to the Contract.

**24.02** Any increase or decrease in costs to the Contractor due to changes in such taxes and duties after the date of the

Agreement, shall increase or decrease the Contract Price accordingly.

**24.03** Where an exemption of government sales taxes, customs duties or excise taxes is applicable to the Contract by way of the Contractor filing claims for, or cooperating fully with the Owner and the proper authorities in seeking to obtain such refunds, the procedure shall be established in a Supplementary General Condition.

#### **GC25 LAWS, NOTICES, PERMITS AND FEES**

**25.01** The laws of the Place of Building shall govern the Work.

**25.02** The Contractor shall obtain all permits, licences and certificates and pay all fees required for the performance of the Work which are in force at the date of tender submission or become in force during the performance of the Work (but shall not include the obtaining of permanent easements or rights of servitude).

**25.03** The Contractor shall give all required notices and comply with all laws, ordinances, rules, regulations, codes and order of all authorities having jurisdiction relating to the Work, to the preservation of the public health and construction safety which are or become in force during the performance of the Work.

**25.04** The Contractor shall not be responsible for verifying that the Contract Documents are in compliance with the applicable laws, ordinances, rules, regulations, and codes relating to the Work. If the Contract Documents are at variance therewith, or changes which require modification to the Contract Documents are necessary due to any of the laws, ordinances, rules regulations and codes by the Authorities having jurisdiction subsequent to the date of tender submission, any resulting change in the cost shall constitute a corresponding change in the Contract Price. The Contractor shall notify the Engineer in writing requesting direction immediately upon any such variance or change being brought to the Contractor's attention.

**25.05** If the Contractor fails to notify the Engineer in writing and obtain his direction as required in GC25.04, and performs any work contrary to any laws, ordinances, rules, regulations, codes and orders of any authority having jurisdiction, he shall be responsible for and shall correct any violations thereof and shall bear all costs, expense and damages attributable to his failure to comply with the provisions of such laws, ordinances, rules, regulations, codes and orders.

#### **GC26 PATENT FEES**

**26.01** The Contractor shall pay all royalties and patent licence fees required for the performance of the Contract. He shall hold the Owner harmless from and against all claims, demands, losses, costs, damages, actions, suits or proceedings

arising out of the Contractor's performance of the Contract which are attributable to an infringement or an alleged infringement of any patent of invention by the Contractor or anyone for whose acts he may be responsible or liable for at law.

**26.02** The Owner shall hold the Contractor harmless against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the Contractor's performance of the Contract which are attributable to an infringement or an alleged infringement of any patent of invention in executing anything for the purpose of the Contract, the model, plan or design or which was supplied to the Contractor by the Owner.

#### **GC27 WORKERS' COMPENSATION**

**27.01** Prior to commencing the Work and prior to receiving payment on Substantial and Total Performance of the Work, the Contractor shall provide evidence of compliance with all requirements of the province or territory of the Place of Building with respect to Workers Compensation including payment due thereunder.

**27.02** At any time during the term of Contract, when requested by the Engineer, the Contractor shall provide such evidence of compliance by himself and any or all of his Subcontractors.

#### **GC28 LIABILITY INSURANCE**

**28.01** Comprehensive General Liability Insurance:

- A. Without restricting the generality of GC17 INDEMNIFICATION, the Contractor shall provide and maintain, either by way of a separate policy or by an endorsement to his existing policy, Comprehensive General Liability Insurance acceptable to the Owner, acting reasonably, and subject to limits of not less than one million dollars inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof.
- B. The insurance shall be in the joint names of the Contractor, the Owner and the Engineer, and shall also cover as Unnamed Insured all Subcontractors and anyone employed directly or indirectly by the Contractor or his Subcontractors to perform a part or parts of the Work but excluding suppliers whose only function is to supply and/or transport products to the project site.
- C. The insurance shall also include as Unnamed Insureds the architectural and engineering consultants of the Owner and the Engineer.
- D. The insurance shall preclude subrogation claims by the Insurer against anyone insured thereunder.
- E. The Comprehensive General Liability insurance shall include coverage for:
  1. Premises and operations liability.
  2. Products or completed operations liability.

3. Blanket contractual liability.
4. Cross liability.
5. Elevator and hoist liability.
6. Contingent employer's liability.
7. Personal injury liability arising out of false arrest, detention or imprisonment or malicious prosecution; libel, slander or defamation of character; invasion of privacy, wrongful eviction or wrongful entry.
8. Shoring, blasting, excavation, underpinning, demolition, pile driving and caisson work, work below ground surface, tunnelling and grading, as applicable.
9. Liability with respect to non-owned licensed vehicles.

**28.02 Automobile Liability Insurance:**

The Contractor shall provide and maintain liability insurance in respect of owned licensed vehicles subject to limits of not less than one million dollars inclusive.

**28.03 Aircraft and/or Watercraft Liability Insurance:**

The Contractor shall provide and maintain liability insurance with respect to owned or non-owned aircraft and watercraft, as may be applicable, subject to limits of not less than one million dollars inclusive. Such insurance shall be in the joint names of the Contractor, the Owner, the Engineer and those parties defined in 28.01 (B) and (C), where they have an interest in the use and operation of such aircraft or watercraft. The insurance shall preclude subrogation claims by the Insurer against anyone insured thereunder.

**28.04** All liability insurance shall be maintained continuously until twelve (12) months after the date the Engineer issues a Certificate of Total Performance.

**28.05** The Contractor shall provide the Owner with evidence of all liability insurance prior to the commencement of the Work and shall promptly provide the Owner with a certified true copy of each insurance policy.

**28.06** All liability insurance policies shall contain an endorsement of all Named Insureds with prior notice of changes and cancellations. Such indorsement shall be in the following form:

"It is understood and agreed that the coverage provided by this policy will not be changed or amended in any way nor cancelled until thirty (30) days after written notice of such change or cancellation shall have been given to all Named Insureds".

**GC29 PROPERTY INSURANCE**

**29.01** The Contractor\* shall provide and maintain property insurance, acceptable to the Owner, insuring the full value of the Work in the amount of the Contract Price and the full value as stated of products that are specified to be provided by the Owner for incorporation into the Work\*\*. The insurance shall be in the joint names of the Contractor and the Owner and shall include the interests of the Contract, the Owner the

Subcontractors and all others having an insurable interest in the Work. The policies shall include all Subcontractors as Unnamed Insureds or, if they specifically request, as Named Insureds. The policies shall preclude subrogation claims by the Insurer against anyone insured thereunder.

**29.02** Such coverage shall be provided for by EITHER an All Risks Builders' Risk Policy OR by a combination of a standard Builders' Risk Fire Policy including Extended Coverage and Malicious Damage Endorsements and a Builders' Risk Difference in Conditions Policy providing equivalent coverage.

**29.03** The policies shall insure against all risks of direct loss or damage subject to the exclusion specified in the Supplementary General Conditions (SGC)\*\*\*. Such coverage shall apply to:

- A. All products, labour and supplies of any nature whatsoever, the property of the Insureds or of others for which the Insureds may have assumed responsibility, to be used in or pertaining to the site preparations, demolition of existing structures, erection and/or fabrication and/or reconstruction and/or repair of the insured Project, while on the Place of Building or in transit, subject to the exclusion of the property specified\*\*\*.
- B. The installation, testing and any subsequent use of machinery and equipment including boilers, pressure vessels or vessels under vacuum.
- C. Damage to the Work caused by an accident to and/or the explosion of any boiler(s) or pressure vessel(s) forming part of the Work.

Such coverage shall exclude construction machinery, equipment, temporary structural and other temporary facilities, tools and supplies used in the construction of the Work and which are not expendable under the Contract.

**29.04** The Contractor shall provide the Owner with evidence of all insurance prior to commencement of the Work and shall promptly provide the Owner with a certified true copy of each insurance policy. Policies provided shall contain an endorsement to provide all Named Insureds with prior notice of changes and cancellations. Such endorsement shall be in the following form: "It is understood and agreed that the coverage provided by this policy will not be changed or amended in any way nor cancelled until thirty (30) days after written notice of such change or cancellation shall have been given to all Named Insureds".

**29.05** All such insurance shall be maintained continuously until ten (10) days after the date the Engineer issues a certificate of Total Performance. All such insurance shall provide for the Owner to take occupancy of the Work or any part thereof during the term of the insurance. Any increase in the cost of this insurance arising out of such occupancy shall be at the Owner's expense.

**29.06** The policies shall provide that, in the event of a loss, payment for damage to the Work shall be made to the Owner and the Contractor as their respective interests may appear. The Contractor shall act on behalf of the Owner and himself for the purpose of adjusting the amount of such loss with the Insurers. On the determination of the extent of the loss, the Contractor shall immediately proceed to restore the Work and shall be entitled to receive from the Owner (in addition to any sum due under the Contract) the amount at which the Owner's interest in the restoration work has been appraised, such amount to be paid as the work of the restoration proceeds and in accordance with the Engineer's Certificates for Payment. Damage shall not affect the rights and obligations of either party under the Contract except that the Contractor shall be entitled to such reasonable extension of time for Substantial and Total Performance of the Work as the Engineer may decide.

**29.07** The Contractor and/or his Subcontractors as may be applicable shall be responsible for any deductible amounts under the policies and for providing such additional insurance as may be required to protect themselves against loss on items excluded from the policies described above.

\*If the Owner decides to insure, interchange the words "Owner" and "Contractor" where appropriate and state any deductible amounts in the SGC's.

\*\*State value of products supplied by Owner for incorporation in the Work in the SGC's.

\*\*\*Define specific exclusions in the SGC's.

### **GC30 PROTECTION OF WORK AND PROPERTY**

**30.01** The Contractor shall protect the property adjacent to the Project Place of Building from damage as the result of his operations under the Contract.

**30.02** The Contractor shall protect the Work and the Owner's property from damage and shall be responsible for any damage which may arise as the result of his operations under the Contract.

**30.03** Should any damage occur to the Work and/or Owner's property for which the Contractor is responsible the Contractor shall make good such damage at his own expense or pay all costs incurred by others in making good such damage.

**30.04** Should any damage occur to the Work and/or Owner's property for which the Contractor is not responsible as provided in GC30.02, the Contractor shall make good such damage to the Work and, if the Owner so directs to the Owner's property, and the Contract Price and Contract Time shall be adjusted in accordance with GC20 CHANGES IN THE WORK.

### **GC31 DAMAGES AND MUTUAL RESPONSIBILITY**

**31.01** 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 him, then he shall be reimbursed by the other party for such damage. The party reimbursing the other party shall be subrogated to the rights of the other party in respect of such wrongful act or neglect if it be that of a third party.

**31.02** Claims under this GC shall be in writing to the party liable within reasonable time after the first observance of such damage and not later than the time limits stipulated in GC 23.10 CERTIFICATES AND PAYMENTS and may be adjusted by agreement or in the manner set out in GC16 SETTLEMENT OF DISPUTES.

**31.03** If the Contractor has caused damage to any Other Contractor, the Contractor agrees upon receiving notice from the Owner to settle with such Other Contractor by agreement or arbitration, if such Other Contractor will so settle. If such Other Contractor sues the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor and may require the Contractor to defend the action at the Contractor's expense. If any final order or judgement against the Owner arises therefrom the Contractor shall pay or satisfy it and pay all costs incurred by the Owner.

**31.04** If the Contractor becomes liable to pay or satisfy any final order, judgement or award against the Owner then the Contractor, upon undertaking to indemnify the Owner against any and all liability for costs, shall have the right to appeal in the name of the Owner such final order or judgment to any and all courts of competent jurisdiction.

### **GC32 BONDS**

**32.01** The Owner shall have the right to require the Contractor to provide and maintain in good standing until the fulfilment of the Contract, bonds covering the faithful performance of the Contract including the requirements of the Warranty provided for in GC33 WARRANTY, and the payment of all obligations arising under the Contract.

**32.02** All such bonds shall be issued by a duly incorporated surety company approved by the Owner and authorized to transact a business or suretyship in the Province or Territory of the Place of Building. The form of such bonds shall be the latest edition of the CCA approved forms.

**32.03** If bonds are called for in the tender documents the costs attributable to providing such bonds shall be included in the tender price.

**32.04** Should the Owner require the provisions of a bond or bonds by the Contractor after the receipt of tenders for the Work, the Contract Price shall be increased by all costs attributable to providing such bonds.

**32.05** The Contractor shall promptly provide the Owner,

through the Engineer, with any bonds that are required.

### **GC33 WARRANTY**

**33.01** The Contractor shall correct at his own expense any defects in the Work due to faulty products and/or workmanship appearing within a period of one year from the date of Substantial Performance of the Work.

**33.02** The Contractor shall correct and/or pay for any damage to other work resulting from any corrections required under the conditions of 33.01.

**33.03** Neither the Engineer's final certificate nor payment thereunder shall relieve the Contractor from his responsibility hereunder.

**33.04** The Owner and/or the Engineer shall give the Contractor written notice of observed defects promptly.

**33.05** The Contractor shall be liable for the proper performance of the Work only to the extent that careful workmanship and proper implementation of the Contract Documents will permit and any warranty given respecting the Work and performance shall only be valid so far as the design will permit such performance.

**33.06** Nothing in this GC shall be deemed to restrict any liability of the Contractor arising out of any law of the Place of Building.

### **GC34 CONTRACTOR'S RESPONSIBILITIES AND CONTROL OF THE WORK**

**34.01** The Contractor shall have complete control of the Work except as provided in GC15 EMERGENCIES. He shall effectively direct and supervise the Work using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures for coordinating all parts of the Work under the Contract.

**34.02** The Contractor shall have the sole responsibility for the design, erection, operation, maintenance and removal of temporary structural and other temporary facilities and the design and execution of construction methods required in their use. The Contractor shall engage and pay for registered professional engineering personnel skilled in the appropriate discipline to perform these functions where required by law or by the Contract Documents and in all cases where such temporary facilities and their method of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results.

**34.03** Notwithstanding the provisions of paragraphs 34.01 and 34.02 above, or any provisions to the contrary elsewhere in the Contract Documents where such Contract Documents include designs for temporary structural and other temporary facilities or specify a method of construction in whole or in part,

such facilities and methods shall be deemed to comprise part of the overall design of the Work and the Contractor shall not be held responsible for that part of the design or the specified method of construction. The Contractor shall, however, be responsible for the execution of such design or specified method of construction in the same manner that he is responsible for the execution of the Work.

**34.04** The Contractor shall carefully examine the Contract Documents and shall promptly report to the Engineer any error, inconsistency or omission he may discover.

### **GC35 SUPERINTENDENCE**

**35.01** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Work site at all times while work is being performed.

**35.02** The superintendent shall be satisfactory to the Engineer and shall not be changed except for good reason and only then after consultation with an agreement by the Engineer.

**35.03** The superintendent shall represent the Contractor at the Work site and directions given to him by the Engineer shall be held to have been given to the Contractor. Important directions will be so confirmed if requested.

### **GC36 LABOUR AND PRODUCTS**

**36.01** Unless otherwise stipulated elsewhere in the Contract Documents, the Contractor shall provide and pay for all labour, products, tools, construction equipment and machinery, water, heat, light, power, transportation and other facilities and services necessary for the proper performance of the Work.

**36.02** All products provided shall be new unless otherwise specified in the Contract Documents. Any products which are not specified shall be of a quality best suited to the purpose required and subject to the approval of the Engineer.

**36.03** The Contractor shall at all times maintain good order and discipline among his employees and Subcontractors engaged on the Work and shall not employ on the Work any unfit person nor anyone not skilled in tasks assigned him.

### **GC37 USE OF PREMISES**

**37.01** The Contractor shall confine his apparatus, the storage of products, and the operation of his workmen to limits indicated by laws, ordinances, permits or by directions of the Engineer and shall not unreasonably encumber the premises with his products.

**37.02** The Contractor shall not load or permit to be loaded any part of the Work with a weight that will endanger its safety.

**37.03** The Contractor shall enforce the Engineer's instructions regarding signs, advertisements, fires and smoking.

**GC38 CLEANUP AND FINAL CLEANING OF WORK**

**38.01** The Contractor shall maintain the Work in a tidy condition and free from the accumulation of waste products and debris, other than that caused by the Owner, Other Contractors or their employees.

**38.02** When a Certificate of Substantial Performance has been issued, the Contractor shall remove all his surplus products, tools, construction machinery and equipment not required for the performance of the remaining work. He shall also remove any waste products and debris and leave the Work clean and suitable for occupancy by the Owner unless otherwise specified.

**38.03** When a Certificate of Total Performance has been issued, the Contractor shall remove all of his products, tools, construction machinery and equipment. He shall also remove any waste products and debris other than that caused by the Owner, Other Contractors or their employees.

**GC39 CUTTING AND REMEDIAL WORK**

**39.01** The Contractor shall do all cutting and remedial work that may be required to make the several parts of the Work come together properly.

**39.02** The Contractor shall coordinate the schedule of the Work to ensure that this requirement is kept to a minimum.

**39.03** Should the Owner or anyone employed by him be responsible for ill-timed work necessitating cutting and/or remedial work to be performed, the cost of such cutting and/or remedial work shall be valued as provided in GC21 VALUATION AND CERTIFICATE OF CHANGES IN THE WORK, and added to the Contract Price.

**39.04** Cutting and remedial work shall be performed by specialists familiar with the materials affected and shall be performed in a manner to neither damage nor endanger any work.

**GC40 INSPECTION OF WORK**

**40.01** The Owner and the Engineer and their authorized representatives shall have access to the Work for inspection and wherever it is in preparation or progress. The Contractor shall cooperate to provide reasonable facilities for such access.

**40.02** If special tests, inspections or approvals are required by the Contract Documents, the Engineer's instructions or the laws or ordinances of the Place of Building, the Contractor shall give the Engineer timely notice requesting inspection. Inspection by the Engineer shall be made promptly. The

Contractor shall arrange inspection by other authorities and shall notify the Engineer of the date and time.

**40.03** If the Contractor covers or permits to be covered any of the Work that is subject to inspection or before any special tests and approvals are completed without the approval of the Engineer, the Contractor shall uncover the Work, have the inspection satisfactorily completed and make good the Work at his own expense.

**40.04** Examination of any questioned Work may be ordered by the Engineer. If such Work is found to be in accordance with the Contract, the Owner shall pay the cost of examination and replacement or repairs necessitated by such examination. If such Work be found to be not in accordance with the Contract, through the fault of the Contractor, the Contractor shall pay such cost of examination and replacement or repairs necessary for such Work to comply with the Contract Documents.

**40.05** The Contractor shall furnish promptly to the Engineer two (2) copies of all certificates and inspection reports relating to the Work.

**GC41 REJECTED WORK**

**41.01** Defective Work whether the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the Contractor, and whether incorporated in the Work or not, which has been rejected by the Engineer as failing to conform to the Contract Documents shall be removed promptly from the premises by the Contractor and replaced and/or re-executed promptly in accordance with the Contract Documents at the Contractor's Expense.

**41.02** Other Contractor's Work destroyed or damaged by such removals or replacements shall be made good promptly at the Contractor's expense.

**41.03** If in the opinion of the Engineer it is not expedient to correct defective work not done in accordance with the Contract Documents, the Owner may deduct from the Contract Price the difference in value between the Work as done and that called for by the Contract, the Amount of which shall be determined in the first instance by the Engineer.

**GC42 SHOP DRAWINGS**

**42.01** The term, "shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by the Contractor to illustrate details of a portion of the Work.

**42.02** The Contractor shall arrange for the preparation of clearly identified shop drawings as called for by the Contract

Documents or as the Engineer may reasonably request.

**42.03** Prior to submission to the Engineer, the Contractor shall review all shop drawings. By this review, the Contractor represents that he has determined and verified all field measurements, field construction criteria, materials, catalogue numbers and similar data or will do so and that he has checked and coordinated each shop drawing with the requirements of the Work and of the Contract Documents. The Contractor's review of each shop drawing shall be indicated by stamp, date and signature of a responsible person.

**42.04** The Contractor shall submit shop drawings to the Engineer for his review with reasonable promptness and in orderly sequence so as to cause no delay in the Work or in the work of Other Contracts. If either the Contractor or the Engineer so requests they shall jointly prepare a schedule fixing the dates for submission and return of shop drawings. Shop drawings shall be submitted in the form of a reproducible transparency or prints as the Engineer may direct. At the time of submission the Contractor shall notify the Engineer in writing of any deviations in the shop drawings from the requirements of the Contract Documents unless a deviation of the shop drawings has been approved in writing by the Engineer.

**42.05** The Contractor shall make any changes in shop drawings which the Engineer may require with the Contract Documents and resubmit unless otherwise directed by the Engineer. When resubmitting, the Contractor shall notify the Engineer in writing of any revisions other than those requested by the Engineer.

#### **GC43 SAMPLES**

**43.01** The Contractor shall submit for the Engineer's approval such standard manufacturer's samples as the Engineer may reasonably require. Samples shall be labelled as to origin and intended use in the Work and shall conform to the requirements of the Contract Documents.

**43.02** The Contractor shall provide samples of special products, assemblies or components when so specified. The cost of such samples not specified shall be authorized as an addition to the Contract Price as provided in GC20 CHANGES IN THE WORK.

#### **GC44 TESTS AND MIX DESIGNS**

**44.01** The Contractor shall furnish to the Engineer test results and mix designs as may be requested.

**44.02** The cost of tests and mix designs beyond those called for in the Contract Documents or beyond those required by laws, ordinances, rules and regulations relating to the Work and the preservation of public health, shall be authorized as an addition to the Contract Price as provided in GC20 CHANGES IN THE WORK.

#### **GC45 NOTICE TO PROCEED**

**45.01** Written Notice to Proceed with the Work shall be given to the Contractor by the Owner. The Contractor shall begin work within seven (7) days of the Notice to Proceed and shall execute the Work regularly and uninterruptedly thereafter, unless otherwise directed in writing by the Engineer or Owner, in such a manner as to secure completion of the Work contracted for within the time stated in the Contract Agreement. Time shall be of the essence in the Contract.

**SC1. GENERAL**

The Supplementary Conditions shall be read in conjunction with all other Contract Documents and shall apply to and form part of the Contract Documents.

It is the Contractor's responsibility to provide a finished product acceptable to the Municipality Construction Standards. If there is a discrepancy between the specifications in the Contract and the Municipality Engineering and Construction Standards, the more stringent of the two specifications shall apply.

**SC2. REVISIONS TO GENERAL CONDITIONS**

The following shall modify, delete and/or add to the General Conditions.

- (1) Clause GC 2.05: Add the following:

"In the event of conflicts between contract documents, the following shall apply."

- (a) Documents of later date shall govern.
- (b) Specifications shall govern over drawings.
- (c) The General Conditions of the Contract shall govern over the specifications.
- (d) Supplementary Conditions shall govern over the General Conditions.
- (e) Addenda shall govern over the Supplementary Conditions.
- (f) The Agreement shall govern over all documents.

- (2) Clause GC 22.02: Add the following:

No initial payment for material on site shall be made. Payments for material shall only be made when it has been incorporated into the Work.

- (3) Clause GC 28.01: Revise to include the following:

Comprehensive General Liability Insurance shall be provided subject to limits not less than 5 million dollars (\$5,000,000) and shall include as Additional Named Insured the Owner. and the Engineer.

All other conditions of the Clause shall remain in effect.

- (4) Clause GC 33: Revise to read the following:

- 33.01 The Warranty Period shall begin on the date specified in the Certificate of Substantial Completion subject to the approval of the Town of Rocky Mountain House.
- 33.02 The duration of the Warranty Period shall be a minimum of 2 years
- 33.03 The Contractor shall correct, at his own expense, any defects in the work, however caused, appearing within the Guarantee Period.
- 33.04 The Contractor shall correct or pay for any damage to other work resulting from any corrections required under the conditions of 33.03.

- 33.05 The Owner shall notify the Contractor promptly of such defects. If the Contractor does not cause repairs to be made within 10 days after such notice, the Owner shall have the right to purchase materials and employ men to execute said repairs, and the cost of the same shall be the responsibility of the Contractor or his Surety.
- 33.06 Where repairs must be made immediately by reason of an emergency existing or otherwise, the Owner shall have the right to undertake such repairs and charge the cost of the work to the Contractor, except that the Owner shall immediately notify the Contractor and shall withdraw from the work of repair if and as soon as the Contractor's forces are ready to start work.
- 33.07 The Contractor shall be responsible for all costs including the cost of engineering required for investigation of any repairs of defects in his Work.
- 33.08 At least one month prior to expiry of the Guarantee Period, the Owner shall notify the Contractor, in writing of any final tests which the Contractor may be required to carry out under the Contract. The Contractor shall arrange to have such tests carried out promptly, and to provide opportunity for the Owner to inspect or supervise such tests.
- 33.09 At least one month prior to expiry of the Warranty Period, the Owner shall advise the Contractor of defects which the Contractor is required to remedy, under the Contract, and the Contractor shall promptly remedy such defects.
- 33.10 The Warranty Periods provided for this Contract shall be as follows:
- a) For all sewer and water connections, water mains, storm sewers, and all mechanisms forming a part thereof and all plant materials – twenty-four months.
  - b) For all curbs, gutters, catch basins, paved roads – twenty-four months.
  - c) For asphalt surface course – twenty-four months.
  - d) For all sidewalks – twenty-four months.
  - e) For all landscaping items –twenty-four months.

**SC3. LIQUIDATED DAMAGES**

For any time required to complete the Work beyond the Contract Time, there will be deducted from monies due to the Contractor, not as penalty, but as liquidated damages, the additional costs incurred by the owner for engineering supervision, materials testing, and related expenses.

**SC4. PONDED WATER**

During the construction period, the contractor shall be responsible to pump the ponded water on site and removal any unsuitable material due to the water ponding. The cost shall be included in the bid price.

**SC5. OCCUPATIONAL HEALTH AND SAFETY ACT**

**The Contractor shall fulfil the role of Prime Contractor, as defined in the Alberta Occupational Health and Safety Act, on the Project, and ensure compliance, on his part and on the part of all of his Subcontractors and other persons on the work site, with the Alberta Occupational Health and Safety Act / Code and all applicable regulations.**

In any case where, pursuant to the provisions of the Occupational Health and Safety Act, an order is given to the Contractor or any of his Subcontractors in respect to their operations under this Contract to cease operations because of failure to install or adopt safety devices or appliance or methods as directed or required by the Act of Regulations thereunder, or because conditions of immediate danger exist that would be likely to result in injury to any person, the Contractor shall comply with the order immediately.

Should the Contractor not be available or capable of removing the danger to life or equipment resultant from the Contractor's operations, then the Engineer may issue the removal of a danger and the Contractor shall be liable for the cost of such arrangements and such an act by the Engineer shall not relieve the Contractor of responsibility for injury, loss of life, or damage which may occur in that situation.

In the event that the Contractor refuses or fails to comply with an order under the Occupational Health and Safety Act or Regulations thereunder and the performance of the work is stopped, the Owner may, upon written notice, hold the Contractor in default and terminate the Contract.

## **Section 4: SPECIFICATIONS**

**CONSTRUCTION SPECIFICATIONS**

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All construction shall conform to the Municipality Design & Construction Standards in its latest edition. Any standards and specifications not captured within the Town of Rocky Mountain House Design and Construction Standards will be referenced from the City of Red Deer Design Guidelines and City of Red Deer Contract Specifications – latest edition.

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**SECTION 01010 - Scope of Work**

The Work consists of the supply of all labour, supervision, equipment and materials except as may be otherwise specified herein or in the Contract, for the Construction of the Work as shown on the drawings and as specified herein.

**SECTION 01020 - Drawings**

The drawings are indicated in the Index and form part of these specifications.

The drawings show the approximate dimensions and general requirements of the principal features of the Work. Where necessary, as determined by the Engineer, additional drawings showing further details or alterations, will be furnished to the Contractor during the process of the Work.

Any discrepancies found between the drawings and the specifications and site conditions or any errors or omissions in the drawings or specifications shall be immediately reported to the Engineer, who shall promptly correct such error or omission in writing. Any work done by the Contractor after his discovery of such discrepancies, errors or omissions shall be done at the Contractor's risk.

Where the Work of the Contractor is affected by finish dimensions, these shall be determined by the Contractor at the site and he shall assume the responsibility therefor. The Contractor shall verify all dimensions, quantities and details shown on the drawings, supplementary drawings, schedules or other data received from the Engineer, and shall notify him of all errors, omissions, conflicts and discrepancies found therein.

Failure to discover or correct errors, conflicts or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction or improper operations resulting therefrom, nor from rectifying such conditions at his own expense. He will not be allowed to take advantage of any errors or omissions, as full instructions will be furnished to the Contractor by the Engineer.

**SECTION 01040 - Coordination of Work**

The Contractor shall be responsible for the coordination of all aspects of the completed Work. The Contractor shall coordinate his work as may be required by the Public Works Supervisor of the Municipality.

The Contractor shall confine his equipment, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of the Engineer and shall not unreasonably encumber the work areas with his materials.

The Contractor shall permit full use, without charge therefor, by the Owner and/or Other Contractors of any facilities usable jointly by the Contractor, Owner or Other Contractors, as are available for such use without additional cost to the Owner.

Work at or in the vicinity of the site may be performed by the Owner and/or Other Contractors during the period covered by the Contract under the specifications. The Contractor shall cooperate with and coordinate his activities with Other Contractors in the working area so that the work of all Contractors concerned will proceed with efficiency and dispatch. No claims for additional payment will be considered on account of delays, changes in construction schedules or any other reasons whatsoever due to the fact that other Contractors are operating in the work area.

**SECTION 01100 - Alternatives**

Quality - In order to establish standards of quality, the Engineer has, in the specifications, referred to the products by name. This procedure is not to be construed as eliminating from competition other products of equal or better quality. The Engineer will be the sole judge as the acceptability of substitute materials.

Procedure - Requests for the use of alternative materials shall be submitted in writing and directed to the Engineer prior to the Tender Closing Date. Each application for approval shall be complete with two (2) copies of the specifications and drawings of the alternate items. Upon review by the Engineer, a stamped copy will be returned indicating changes or approved as sent.

**SECTION - 01200 - Project Meetings**

Immediately following the Notice of Acceptance of the Tender, all parties to the Contract shall meet to discuss and resolve administrative procedures and responsibilities. Senior representatives of the Owner, the Engineer, the Contractor, major Sub-Contractors, all field inspectors and supervisors should be in attendance.

After awarding of the Contract, the Contractor shall arrange meetings at regular intervals at time and locations approved by the Engineer and notify all parties concerned to attend, to insure the proper coordination of the Work.

**SECTION 01220 - General Instructions**

Prior to commencing actual construction, the Contractor shall check field conditions to obtain actual dimensions required to ensure correct fabrication and execution of the Work, and notify the Engineer in writing, of all matters which could prejudice proper execution of the Work. Commencement of construction shall constitute acceptance of existing conditions, and verification of dimensions.

Where Work of this Contract involves breaking into or connecting to existing services, or utilities, carry out Work at times directed by governing authorities, with a minimum of disturbance to the Work and/or building occupants.

**SECTION 01300 - Construction Program**

The Contractor's construction operations shall be subject to the review of the Engineer. The sequence of operations and methods of operation shall be such as to ensure the completion of the Work by the Contract Time.

Within seven (7) calendar days after the Contractor has been advised in writing of the acceptance of this tender, the Contractor shall furnish the Engineer with his proposed program of operation. The Contractor shall immediately advise the Engineer of any proposed changes to his construction program. Should the Contractor's Work fail to progress according to the applicable progress schedules, and if in the opinion of the Engineer the Work cannot be completed within the time stated in the Contract or such extension therefor as may have been granted, the Contractor shall work such additional time (including Sundays and Statutory Holidays), over and above the normal hours worked by the applicable trades, as may be required to meet the scheduled completion, without additional cost to the Owner.

The Contractor's attention is directed to the fact that connections to the existing system shall be scheduled to provide the least possible interruption of service in the system and shall be subject to:

- (a) The operation of the existing system shall at all times be under the direct supervision of the Engineer and the Contractor shall under no circumstances operate any valves, pumps or other equipment which are a part of the existing system;

## Town of Rocky Mountain House - 49 Street Improvements

- (b) The Engineer will arrange to isolate and shut off portions of the existing water supply system at a time convenient for both the Owner and the Contractor. Only then shall the existing system be disconnected to enable the Contractor to make the specified connections;
- (c) The Contractor shall prepare all materials, pipework, etc., such that a minimum amount of interruption will be required and the dates of such interruption shall be confirmed with the Engineer at least twenty-four (24) hours prior;
- (d) The Work shall be carried out in a manner so as not to contaminate the water supply;
- (e) In the event of emergency, the Engineer shall have the right to suspend the Contractor's work and to return the system to service.

SECTION 01350 - Submittals

The Contractor shall:

- Prepare clearly identified shop drawings as called for by the technical requirements and for such other items as the Engineer may reasonable request.
- Submit a minimum of four (4) copies or transparency line drawings for review by the Engineer.
- Submit two (2) copies of pre-printed data sheets where such products may be normally described.
- Provide samples of special materials, assembling or components when so specified.
- At termination of Work, submit three (3) copies of manufacturer's operating and maintenance instructions for each item of major equipment.
- Maintain project "as-built" record drawings and record accurately significant deviations from Contract Documents caused by site conditions and changes ordered by the Engineer. At completion of project and prior to final inspection, submit record drawings to the Engineer.

SECTION 01400 - Quality Control

If the Contractor covers or permits to be covered any Work that is subject to inspection or before any special tests and approvals are completed without the approval of the Engineer, the Contractor shall uncover the Work, have the inspections satisfactorily completed and make good the Work at his own expense.

The Contractor shall furnish to the Engineer test results and mix designs as may be requested. Testing shall be carried out by an independent inspection firm approved by the Engineer and paid for by the Contractor. Extra tests required because of non-compliance of the Work with the minimum requirements for materials and workmanship shall be paid for by the Contractor.

SECTION 01410 – Surveys

The Contractor shall supply all stakes and other materials and acceptable survey assistants to the Engineer to assist in field layout and record such as measuring, surveying, staking, etc. Survey assistants shall not be charged without the approval of the Engineer.

If the Contractor fails to provide survey assistants that are acceptable to the Engineer, the Engineer will obtain assistants and deduct the cost and expenses from the Progress Payment Certificates.

The Contractor shall notify the Engineer of any requirement for construction layout staking 48 hours in advance of his requirement. No claim for delays due to lack of stakes will be accepted if sufficient notice is not provided.

The Contractor shall have the responsibility to carefully preserve bench marks, reference lines, stakes, grade marks, monuments, legal survey pins, and all data pertaining to horizontal and vertical control, and in the case of destruction thereof by the Contractor or resulting from his negligence, the Contractor shall be charged with the expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of any horizontal and vertical control.

All legal survey pins or monuments must be replaced by a registered Land Surveyor if any have been destroyed by the Contractor. The Contractor shall bear the entire expense of replacement of said survey pins or monuments.

Alternatively, the Engineer shall supply survey assistants to assist the Engineer in measuring, surveying, staking and such other work as the Engineer requires to lay out the Work and to obtain as-built records. The Engineer shall bill Contractor on a monthly basis for all time worked by those assistants. The rate to be billed to the Contractor will be one percent (1.00%) of the total contract value.

#### SECTION 01415 - Lines and Levels

The Engineer will set a bench mark and reference point, or base line to be used as a datum for all elevations and as reference for the location of the Work.

The Contractor shall establish all remaining elevations and lines as he may require, using the Engineer's bench mark and datum lines as reference. The Contractor shall be responsible for the correctness of elevations and dimensions from such references.

The Contractor shall exercise care in the preservation of bench marks and datum lines set for his use. If bench marks and/or datum are displaced or removed, the Contractor shall pay for resetting same.

#### SECTION 01420 - Warning Signs and Barricades

The Contractor shall provide adequate signs, barricades, red lights, and watchmen and take all necessary precautions for the protection of the Work and the safety of the public. All barricades and obstructions shall be protected at night by signal lights or flares which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction and shall be painted to increase their visibility at night. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades or detours exist.

#### SECTION 01430 - Public Safety and Convenience

The Contractor shall at all times so conduct his Work as to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents of the vicinity of the Work and to ensure the protection of persons and property. No road or street shall be closed to the public except with the permission of the Engineer and proper governmental authority. Fire Hydrants on or adjacent to the Work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to ensure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches and irrigation ditches which shall not be obstructed except as approved by the Engineer.

SECTION 01440 - Holidays

The Contractor shall not work on any Sunday or on any other day normally observed as a holiday without the Engineer's written approval.

SECTION 01450 - Night Work

No night work shall take place unless authorized in writing by the Engineer. When night work is authorized, the Contractor shall supply at his own cost, a sufficient number of electric or other approved and efficient lights, to enable the Work to be done in an effective manner which is safe and satisfactory.

SECTION 01500 - Temporary Facilities

The Contractor shall:

1. Site Office: Provide and maintain appropriate lighted and heated office space;
2. Install and maintain temporary water supply for work force;
3. Install and maintain wiring, poles, panels and cables to provide temporary electrical power at site;
4. Pay for all necessary utility charges. Arrange for necessary metering and switching as required;
5. Provide sanitary facilities for work force in accordance with governing regulations and ordinances;
6. Provide fire-extinguishing equipment as required by the National Building Code;
7. Prior to permanent enclosure of new building or portions thereof, provide temporary enclosure and heating equipment and attendants as may be required to heat materials and fully protect the Work. Properly ventilate all heated areas;
8. Provide all site transportation, scaffolding and temporary scaffolding structures required; and
9. Remove all temporary facilities from site upon work completion.

SECTION 01530 - Protection of Existing Surface and Underground Structures

The Contractor shall take all necessary measures to protect any existing structures from injury and shall substantially and sufficiently support all structures that may be endangered by Work or other operations carried out as part of the Contract.

The existence and location of underground utilities shown on the Drawings is not guaranteed, and notwithstanding any other provision in the Contract and without limiting the generality of the foregoing, sewer, water and gas mains or lines, electric light, power or telephone conduits, or other such structures of utilities must be located by the Contractor, and failure to locate same does not negate the Contractor's responsibility thereto. The Contractor shall pay any charges to the utility companies in this regard. The Contractor shall make arrangements with the Owner of any underground structure to be present to supervise the Work adjacent to the structure. Should any structures be injured by the aforementioned operations, they shall be restored at the expense of the Contractor.

**SECTION 01540 - Land by Owner**

The Owner shall provide the lands shown on the Drawings upon which the Work under the Contract is to be performed and to be used for rights-of-way for access. Any delay in furnishing these lands by the Owner shall be deemed proper cause for adjustment in the Contact Price and the Contract Time.

**SECTION 01550 - Lands by Contractor**

Any additional land and access thereto not shown on the Drawings that may be required for temporary construction facilities or for storage of materials shall be provided by the Contractor, with no liability to the Owner. The Contractor shall confine his apparatus and storage of materials and operation of his workmen to those areas described in the Drawings and Specifications and such additional areas which may be provided as approved by the Engineer.

**SECTION 01555 - Fair Wages**

The Contractor shall, in carrying out this Contract, pay fair wages and comply with and fix working conditions, with respect to each employee or class of employment, not less favourable than the wages and working conditions established in the area of the General Contractor's Association and/or the Association of the Industry.

**SECTION 01565 - First Aid**

The Contractor shall provide at the site such equipment and medical facilities as are necessary to supply first aid services to anyone who may be injured in connection with the Work.

**SECTION 01570 - Explosives**

When explosives are used, the Contractor shall be responsible for the handling, storage and transportation in accordance with Government Bylaws.

Blasting for excavating will be permitted only after securing the approval of the Engineer and only when proper precautions are taken for the protection of persons and property. The hours of blasting will be fixed by the Engineer. Any damage caused by the blasting shall be repaired by the Contractor at his expense. The Contractor's methods of procedure in blasting shall conform to provincial and municipal ordinances.

**SECTION 01575 - Salvaged Utilities**

All existing utilities material such as hydrants, valves, pipes, etc., that are removed from the site during construction shall remain the property of the Owner and shall be stockpiled as directed by the Engineer. All materials not claimed by the Owner, shall be disposed of by the Contractor.

**SECTION 01580 - Restoration of Existing Features**

No trees whatsoever shall be cut down without the written permission of the Engineer. Trees, shrubbery, fences, poles and all other private property and surface structures shall be protected unless their removal is shown on the Drawings or authorized by the Engineer. No tree branches shall be cut unless authorized by the Engineer.

All existing sidewalks, ditches, culverts, gravel surfaces, and other surface features affected by the Contractor's construction operations shall, as closely as possible, be returned to their original condition upon completion of the Work in the area. Restoration work will be the responsibility of the Contractor and no additional compensation will be paid.

#### SECTION 01585 - Access to Private Property

The Contractor shall provide and maintain reasonable access to all private property and places of business. When actual construction operations prohibit provision of such access the Contractor shall notify, well in advance, any residents to be affected by the closure.

#### SECTION 01605 - Manufacturer's Instructions

The Contractor shall be responsible for the correct installation and assembly of all items of equipment. Manufacturer's instructions shall be carefully read and rigidly adhered to in the installation of materials and equipment. Any damage resulting from either a failure to observe the manufacturer's instructions or as a result of proceeding with the Work without complete knowledge of how a particular job is to be done, will be the Contractor's responsibility and he shall make good any loss or damage resulting from same.

#### SECTION 01610 - Materials Furnished by the Contractor

All materials used in the Work shall meet the requirements of the respective Specifications. All materials not otherwise specifically indicated shall be furnished by the Contractor.

#### SECTION 01615 - Materials Furnished by the Owner

Materials specifically indicated shall be furnished by the Owner. The fact that the Owner is to furnish material is conclusive evidence of its acceptability for the purpose intended, and the Contractor may continue to use it until otherwise directed. If the Contractor discovers any defect in material furnished by the Owner, he shall promptly notify the Engineer. Unless otherwise noted or specifically stated, materials furnished by the Owner, which are not of local occurrence, are considered to be F.O.B. the nearest Transport Depot. The Contractor shall be prepared to unload and properly protect all such material from damage or loss. The Contractor shall be responsible for material loss or damage after receipt of material at the point of delivery.

#### SECTION 01620 - Materials Pre-Ordered by Owner

Materials pre-ordered by the Owner shall be as noted on the Drawings and specified in the technical specifications.

The Contractor shall be responsible for accepting the materials or equipment from the shipper on behalf of the Owner, and maintaining same in good condition until Substantial Completion. Any materials or equipment damaged or found defective after acceptance by the Contractor shall be replaced or repaired to the satisfaction the Engineer, at the Contractor's expense.

Prime cost sums have been included in the Unit Price Schedule for supply of materials pre-ordered by the Owner. Final payment for these materials will be based on actual invoice prices from the suppliers and the Prime Cost Sum adjusted accordingly.

**SECTION 01625 - Storage of Materials and Equipment**

Materials shall be so stored as to ensure the preservation of their quality and fitness for the Work. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage proposes without the written permission of the Owner or the Engineer.

**SECTION 01630 - Testing and Start-up**

"Testing Period" or testing, is that period in the construction program when the equipment, piping and material is installed and the assembled Work is substantially complete to allow thorough examination.

During the testing period the Contractor shall test the various pieces of equipment for proper installation, wiring, piping, connections, etc., under the guidance of the Engineer. If required, any phase, stage, unit pipe or assembly can be tested individually to achieve complete testing of the works ready for start-up.

"Start-up Period" or start-up, is defined as that period in the construction program when the equipment, controls, automated, valves, switches, and other equipment can be energized, initiated, filled, primed, flushed or otherwise readied for operations including adjustments and calibration of equipment and controls.

The Contractor shall retain the services of factory trained personnel of the equipment manufacturer or supplier to undertake start-up, the electrical and controls. During start-up, the electrical and control instrumentation shall be energized, electric motors shall be "kicked over" to confirm rotation, piping and control lines shall be filled and readied for operation. Each component, unit or system is to be started up one at a time. As each unit or system is started up, the Contractor shall obtain a written statement from each equipment manufacturer's representative stating satisfaction with the installation, wiring and that the equipment is ready for use and remains eligible for full warranty.

The Contractor shall have the factory-trained personnel of the equipment manufacturer or supplier spend some time with the operator to familiarise him with the operation and maintenance of each piece of equipment.

**SECTION 01650 - Clean-up**

The Contractor shall at all times keep construction sites free from accumulation of general rubbish and upon completion shall remove all rubbish and surplus material and clean up the site for landscaping or other work or return to its original condition.

The Contractor shall, upon completion of the Work leave the entire Works completely clean and ready for use.

All surplus excavated material, trees, brush, pieces of concrete and pavement shall be disposed of at the Contractor's expense and at locations approved by the Engineer.

**SECTION 01700 - Project Closeout**

Further to the requirements of GC 23 of the General Conditions to the Contract, prior to issuing a Certificate of Substantial Performance the Contractor and his Sub-contractors shall conduct an inspection of the Work and correct all deficiencies. The Contractor shall notify the Engineer in writing of satisfactory completion of the "Contractor's Inspection" and request an Engineer's Inspection. The Engineer's Inspection shall consist of the Engineering Team and the Contractor. During the "Engineer's Inspection" a list of all deficiencies shall be drawn up and signed by the Engineer. The Contractor shall correct all deficiencies in a satisfactory manner. When the Contractor is satisfied that all deficiencies have been corrected, the Contractor shall request, in writing, a "Final Inspection". The Final Inspection Team shall consist of the Owner's representative, Engineer and the Contractor.

When it is mutually agreed by the Final Inspection Team that the Work is completed, the Contractor shall issue a written declaration to the owner as follows:

All Work in respect to the Contract for (*Project Name*) and identified as Engineer's Job No. *Project Number*, has been completed as of (\_\_\_\_Day) (\_\_\_\_Month) (\_\_\_\_Year) and no further work is required except for repairs or replacements as set out in the General Conditions.

The Engineer will state in writing, upon agreement with the above declaration, his approval of the inspected Work, and issue a Certificate of Substantial Performance. The Engineer may at any time before issuance of a Certificate of Substantial Performance, describe the portions of the Work not completed to his satisfaction and all things which must be done by the Contractor before a Certificate of Substantial Performance will be issued.

Immediately prior to expiration of the twenty-four (24) month warranty period, the Contractor shall request in writing, a joint inspection of the Work, by the final Inspection Team. The Engineer will thereafter, on being satisfied that all necessary maintenance has been completed, issue a Certificate of Total Performance.

## **Section 5: MEASUREMENT AND PAYMENT**

**MEASUREMENT AND PAYMENT**

Town of Rocky Mountain House – 49 Street Improvements

Measurement and Payment – Measurements to be completed by the Engineer, payment by unit noted on the tender documents.

PC Sum items will need documentation to support payment.

Change Requests must be submitted and approved by engineer and owner prior to proceeding. Work completed without approval will not be considered for payment.

## **Section 6: LIST OF DRAWINGS**