

**TOWN OF OKOTOKS
FOOTHILLS OKOTOKS REGIONAL WATER PROJECT
PIPELINE PHASE 1**

UNIT PRICE CONTRACT

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UNIT PRICE CONTRACT
TOWN OF OKOTOKS
FOOTHILLS OKOTOKS REGIONAL WATER PROJECT
PIPELINE PHASE 1

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END OF SECTION

SAMPLE

AGREEMENT

THIS AGREEMENT made in duplicate this ____ day of _____, 20____.

CONTRACT: FOOTHILLS OKOTOKS REGIONAL WATER PROJECT PIPELINE PHASE 1
(**TITLE OF CONTRACT**)

REFERENCE NO. 1306.0120.05
(**OWNER'S CONTRACT REFERENCE NO.**)

BETWEEN:

TOWN OF OKOTOKS
(**NAME OF OWNER**)

5 ELIZABETH STREET, PO BOX 20, STATION MAIN
OKOTOKS AB T1S 1K1
(**NAME AND OFFICE ADDRESS OF OWNER**)
(the "Owner")

AND:

[CONTRACTOR'S NAME]
(**NAME OF CONTRACTOR**)

[CONTRACTOR ADDRESS 1]
[CONTRACTOR ADDRESS 2]
(**NAME AND OFFICE ADDRESS OF CONTRACTOR**)
(the "Contractor")

The *Owner* and the *Contractor* agree as follows:

1.0 THE WORK – START/COMPLETION DATES

- 1.1 The *Contractor* will perform all *Work* and provide all labour, equipment and material and do all things strictly as required by the *Contract Documents*.
- 1.2 The *Contractor* will proceed with the *Work* diligently, will perform the *Work* generally in accordance with the *Contract Schedule* as required by the *Contract Documents* and will achieve *Ready-for-Takeover* of the *Work* on or before the dates set out in Schedule 7 of the *Agreement* subject to the provisions of the *Contract Documents* for adjustments to the *Contract Time*.
- 1.3 Time shall be of the essence of the *Contract*.
- 1.4 If the *Contractor* fails to meet the date for *Ready-for-Takeover* as set out in Schedule 7 of the *Agreement*, and as may be adjusted pursuant to the provisions of the *Contract Documents*, then the *Owner* may deduct from any monies owing to the *Contractor* for the *Work*:
 - 1.4.1 as a genuine pre-estimate of the *Owner's* increased cost for the *Consultant* and the *Owner's* own staff caused by such delay an amount of \$2,000.00 for each

Working Day the actual *Ready-for-Takeover* is achieved after the *Ready-for-Takeover* date as set out in Clause 1.2 or as may be adjusted pursuant to the provision of the *Contract Documents*; and

- 1.4.2 all direct out-of-pocket costs reasonably incurred by the *Owner* as a direct result of such delay.

2.0 CONTRACT DOCUMENTS

- 2.1 The *Contract Documents* consist of the documents listed or referred to in Schedule 1, entitled "*Schedule of Contract Documents*", which is attached to and forms a part of this *Agreement*, and includes any and all additional and amending documents issued in accordance with the provisions of the *Contract Documents*. All of the *Contract Documents* shall constitute the entire *Contract* between the *Owner* and the *Contractor*.
- 2.2 The *Contract* supersedes all prior negotiations, representations, and agreements, whether written or oral, and the *Contract* may be amended only in strict accordance with the provisions of the *Contract Documents*.

3.0 CONTRACT PRICE

- 3.1 The price for the *Work* ("*Contract Price*") shall be the sum in Canadian dollars of the following:
- 3.1.1 the product of the actual quantities of the *Items of Work* listed in Schedule 6 – *Schedule of Quantities and Prices* which are incorporated into or made necessary by the *Work* and the unit prices listed in the *Schedule of Quantities and Prices*; plus
- 3.1.2 all lump sums, if any, as listed in the *Schedule of Quantities and Prices*, for items relating to or incorporated into the *Work*; plus
- 3.1.3 any adjustments, including any payments owing on account of *Changes* and agreed to extra work, approved in accordance with the provisions of the *Contract Documents*.
- 3.2 The *Contract Price* shall be the entire compensation owing to the *Contractor* for the *Work* and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the *Work*.

4.0 PAYMENT

- 4.1 Subject to the provisions of the *Contract Documents* and *Payment Legislation*, and in accordance with legislation and statutory regulations respecting holdback percentages, the *Owner* shall make payments to the *Contractor*.

- 4.2 If the *Owner* fails to make payments to the *Contractor* as they become due in accordance with the terms of the *Contract Documents* then interest calculated at 2% per annum over the prime commercial lending rate of the Royal Bank of Canada on such unpaid amounts shall also become due and payable until payment is made. Such interest shall be calculated and added to any unpaid amounts monthly.

5.0 RIGHTS AND REMEDIES

- 5.1 The duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 5.2 Except as specifically set out in the *Contract Documents*, no action or failure to act by the *Owner*, *Consultant*, or *Contractor* shall constitute a waiver of any of the parties' rights or duties afforded under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach under the *Contract*.

6.0 NOTICES

- 6.1 Written communications among the *Owner*, the *Consultant*, and the *Contractor*, including all written notices required by the *Contract Documents*, may be delivered by hand, or by email, or by pre-paid registered mail to the addresses as set out below:

The *Owner*:

TOWN OF OKOTOKS

Address: 5 ELIZABETH STREET, PO BOX 20, STATION MAIN
OKOTOKS AB T1S 1K1

Attention: [OWNER CONTACT NAME]

Email: [OWNER EMAIL]

The *Contractor*:

[CONTRACTOR'S NAME]

Address: [CONTRACTOR ADDRESS 1]
[CONTRACTOR ADDRESS 2]

Attention: [CONTRACTOR CONTACT NAME]

Email: [CONTRACTOR EMAIL]

The *Consultant*:

URBAN SYSTEMS LTD.

Address: 101 - 134 11th Avenue SE, Calgary, AB T2G 0X5

Attention: [URBAN CONTACT NAME]

Email: [URBAN EMAIL]

- 6.2 A communication or *Notice* that is addressed as above shall be considered to have been received:
- 6.2.1 immediately upon delivery, if delivered by hand;
 - 6.2.2 immediately upon transmission if sent and received by email; or
 - 6.2.3 after five (5) *Business Days* from date of posting if sent by registered mail.
- 6.3 *Notice* received after the end of normal business hours at the place of receipt or on a day other than a *Business Day*, will be deemed to have been received at the opening of business at the place of receipt on the first *Business Day* following the transmission thereof.
- 6.4 The *Owner* or the *Contractor* may, at any time, change its address for *Notice* by giving *Notice* to the other at the address when applicable. Similarly, if the *Consultant* changes its address for *Notice* then the *Owner* shall give or cause to be given *Notice* to the *Contractor*.
- 6.5 The sender of a *Notice* by email assumes all risk that the email will be received properly.

7.0 GENERAL

- 7.1 This *Contract* shall be construed according to the laws of the Province in which the *Place of the Work* is situated, and the parties irrevocably attorn to the exclusive jurisdiction of the Courts of such Province.
- 7.2 This *Contract* may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. It shall not be necessary that any single counterpart hereof be executed by all parties so long as at least one counterpart is executed by each party.
- 7.3 This *Contract* may be digitally signed via a reputable commercial digital signature provider, on the conditions that the signer has sole access to the signer's account with such provider and that an electronic copy of the digitally-certified signed *Contract* is provided to all of the parties. Delivery of a signed copy of this *Contract* by facsimile or electronically reproduced transmission shall be effective as delivery of an originally-executed copy of this *Contract* and any such copy so delivered shall be deemed to be an originally-executed copy for all intents and purposes.
- 7.4 The *Contractor* shall not, without the express written consent of the *Owner*, assign this *Contract*, or any portion of this *Contract*.

AGREEMENT

- 7.5 The headings included in the *Contract Documents* are for convenience only and do not form part of this *Contract* and will not be used to interpret, define or limit the scope or intent of this *Contract* or any of the provisions of the *Contract Documents*.
- 7.6 A word in the *Contract Documents* in the singular includes the plural and, in each case, vice versa.
- 7.7 This *Contract* shall enure to the benefit of and be binding upon the parties and their successors, executors, administrators, and assigns.

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

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(FULL NAME OF SIGNATORY)

Owner:

(FULL LEGAL NAME OF OWNER)

(AUTHORIZED SIGNATORY)

(FULL NAME OF SIGNATORY)

SCHEDULE 1

SCHEDULE OF CONTRACT DOCUMENTS

The following is an exact and complete list of the *Contract Documents*, as referred to in Clause 2.1 of the *Agreement*.

1. *Agreement*;
2. Supplementary General Conditions;
3. General Conditions;
4. Supplementary Specifications;
5. Specifications;
6. General Requirements;
7. *Contract Drawings* listed in Schedule 2 to the *Agreement* – List of *Contract Drawings*;
8. Schedule 3 – Construction Schedule;
9. Schedule 4 – Insurance;
10. Schedule 5 – Bonding;
11. Schedule 6 – *Schedule of Quantities and Prices*;
12. Schedule 7 – Schedule of *Milestone Dates*; and
13. Schedule 8 – *Addenda*.

END OF SECTION

LIST OF CONTRACT DRAWINGS

Complete listing of all drawings, plans, and sketches which are to form a part of this *Contract*

TITLE	DRAWING NO.	DATE	REVISION DATE	REVISION NO.

END OF SECTION

END OF SECTION

SCHEDULE 4

INSURANCE

1.0 REQUIRED INSURANCE

1.1 Comprehensive General Liability Insurance

- 1.1.1 The *Contractor* shall provide and maintain, either by way of a separate policy or by an endorsement to its existing policy, Comprehensive General Liability Insurance acceptable to the *Owner* and subject to limits of not less than five million (\$5,000,000.00) dollars inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.
- 1.1.2 The insurance shall be in the joint names of the *Contractor*, the *Owner* and the *Consultant*, and shall also cover as unnamed insureds all *Subcontractors* and anyone employed directly or indirectly by the *Contractor* or its *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.
- 1.1.3 The insurance shall also include as unnamed insureds the architectural and engineering consultants of the *Owner* and the *Consultant*.
- 1.1.4 The insurance shall preclude subrogation claims by the Insurer against anyone insured thereunder.
- 1.1.5 The Comprehensive General Liability Insurance shall include coverage for:
- (a) premises and operations liability,
 - (b) products or completed operations liability,
 - (c) blanket contractual liability,
 - (d) cross liability,
 - (e) elevator and hoist liability,
 - (f) contingent employer's liability,
 - (g) 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.
 - (h) shoring, blasting, excavation, underpinning, demolition, pile driving and caisson work below ground surface, tunneling and grading, as applicable.
 - (i) liability with respect to non-owned licensed vehicles.
- 1.1.6 All liability insurance shall be maintained continuously until twelve (12) months after the date of the issuance of the *Contract Acceptance Certificate*.

SCHEDULE 4

- 1.1.7 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 copy of each insurance policy.
- 1.1.8 All liability insurance policies shall contain an endorsement of 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) calendar days after written notice of such change or cancellation shall have been given to all Named Insureds.”
- 1.2 Automobile Liability Insurance
- 1.2.1 The *Contractor* shall provide and maintain liability insurance in respect of owned licensed vehicles subject to limits of not less than five million (\$5,000,000.00) dollars inclusive.
- 1.3 Aircraft and Watercraft Liability Insurance
- 1.3.1 The *Contractor* shall provide and maintain aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than five million (\$5,000,000.00) dollars inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than five million (\$5,000,000.00) dollars for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.
- 1.4 Property Insurance
- 1.4.1 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.
- 1.4.2 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.
- 1.4.3 The policies shall insure against all risks of direct loss or damage subject to the exclusion specified herein. Such coverage shall apply to:

SCHEDULE 4

- (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 site 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*.

- 1.5 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) calendar days after written notice of such change or cancellation shall have been given to all Named Insureds."
- 1.6 All such insurance shall be maintained continuously until ten (10) calendar days after the date of issuance of the *Contract Acceptance Certificate*. 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.
- 1.7 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 themselves 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 certificates for payment.
- 1.8 Damage shall not affect the rights and obligations of either party under this *Contract* except that the *Contractor* shall be entitled to such reasonable extension of time for it to perform its obligations hereunder as the *Owner* may decide.

SCHEDULE 4

- 1.9 The *Contractor* and/or its *Subcontractors*, as may be applicable, shall be responsible for any deductible amounts under the policies for providing such additional insurance as may be required to protect the Insureds against loss on items excluded from the policies.
-

END OF SECTION

SAMPLE

SCHEDULE 5

BONDING

1.0 PERFORMANCE AND LABOUR AND MATERIAL PAYMENT BONDS

- 1.1 The *Contractor* shall furnish at its own expense a *Performance Bond* and *Labour and Materials Payment Bond*. For the purposes of this Schedule, both of these bonds shall be referred to as the "Bonds".
- 1.2 The *Performance Bond* shall guarantee the faithful performance of the *Contract*, and in default thereof, shall protect the *Owner* against any losses or damage arising by reason of failure of the *Contractor* to faithfully perform the *Contract*.
- 1.3 The bonds shall be issued by a Surety Company licensed in the Province of Alberta, satisfactory to the *Owner* and each in the amount of 50% of the *Contract Price*.
- 1.4 The *Performance Bond* shall remain in force as a maintenance bond for the *Maintenance Period* as defined in the *Contract*.
- 1.5 The form of the bonds shall be in accordance with the latest edition of CCDC 221 and CCDC 222.

END OF SECTION

SCHEDULE 6

SCHEDULE OF QUANTITIES AND PRICES

Refer to Section 01 22 17 of the General Requirements for the Measurement and Payment clauses for each *Item* listed in the *Schedule of Quantities and Prices*.

All prices and quotations including the *Contract Price* shall include all taxes but shall not include *Value Added Tax*. (*Value Added Tax* shall be shown separately.)

END OF SECTION

SCHEDULE 7

SCHEDULE OF MILESTONE DATES

Milestone Number	Milestone Name	Description of Work	Milestone Date
1.			Click or tap to enter a date.
2.	Ready-for-Takeover	GC 1.51	[READY FOR TAKE OVER DATE]

REQUIREMENTS FOR THE WORK BEING READY FOR ITS INTENDED PURPOSE

The following items must be completed for the Work to be considered ready for its intended purpose with respect to this Contract:

1. Waterline is fully commissioned including pigging, pressure testing, and disinfection.

END OF SECTION

UNIT PRICE CONTRACT
TOWN OF OKOTOKS
FOOTHILLS OKOTOKS REGIONAL WATER PROJECT
PIPELINE PHASE 1

SCHEDULE 8

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ADDENDA

END OF SECTION

SAMPLE

GENERAL CONDITIONS

**GENERAL CONDITIONS
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END OF SECTION

GENERAL CONDITIONS

1.0 DEFINITIONS

In the *Contract Documents* the following capitalized and italicized words and definitions will apply. Where a definition refers to a paragraph in the *Contract Documents* the definition is contained in that paragraph and the defined term is indicated as capitalized in quotations and in brackets.

- | | | |
|-----|----------------------------------|--|
| 1.1 | Abnormal Weather | “Abnormal Weather” means a weather condition that affects the <i>Place of the Work</i> that is more severe or of a longer duration than the weather conditions that a person experienced with the <i>Place of the Work</i> would reasonably anticipate and that has a materially adverse effect on the <i>Contractor’s</i> performance of the <i>Work</i> . |
| 1.2 | Addenda | “Addenda” means the documents attached to the <i>Agreement</i> as Schedule 8. |
| 1.3 | Agreement | “Agreement” means the agreement between the <i>Owner</i> and the <i>Contractor</i> to which these General Conditions are attached. |
| 1.4 | Approved Equipment Rental Rates | “Approved Equipment Rental Rates” means the most current version of the Alberta Road Builders and Heavy Construction Association Rental Rate Guide. |
| 1.5 | Business Day | “Business Day” means working day as generally recognized by the construction industry in the area of the <i>Place of the Work</i> , and for clarification does not include Saturdays, Sundays and other holidays which the construction industry in the area of the <i>Place of the Work</i> recognizes as a non-working day. |
| 1.6 | Cash Allowance | “Cash Allowance” means an amount included in the <i>Contract Price</i> for work that is partially defined but not detailed or specified. |
| 1.7 | Certificate of Total Performance | “Certificate of Total Performance” means a certificate issued by the <i>Consultant</i> indicating that <i>Total Performance</i> of the <i>Work</i> has been achieved. |
| 1.8 | Change | “Change” means additions to, deletions from, modifications to or variations from the <i>Work</i> . |
| 1.9 | Change Directive | “Change Directive” means a written instruction prepared by the <i>Consultant</i> and signed by the <i>Owner</i> directing the |

GENERAL CONDITIONS

Contractor to proceed with a *Change* in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.

- 1.10 Change Order **"Change Order"** means a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* setting their agreement upon:
- (a) A change in the *Work*;
 - (b) The method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
 - (c) The extent of the adjustment in the *Contract Time*, if any.
- 1.11 Concealed or Unknown Conditions **"Concealed or Unknown Conditions"** has the meaning set out in GC 13.1.1.
- 1.12 Construction Laws **"Construction Laws"** means all applicable laws, bylaws, rules, regulations, and codes relating to the *Work*.
- 1.13 Consultant **"Consultant"** means the person, firm or corporation appointed by the *Owner* and identified by the *Owner* in writing to the *Contractor*. The *Consultant* may be the *Owner's Professional Engineer*, other employee or officer, or may be an outside consultant.
- 1.14 Contemplated Change Order **"Contemplated Change Order"** means a written request for a *Quotation* prepared by the *Consultant* that describes a contemplated *Change* to the *Work*.
- 1.15 Contingency Allowance **"Contingency Allowance"** means an allowance to cover the costs of possible *Work*, such as *Concealed or Unknown Conditions*, or *Changes*, pursuant to provisions of the *Contract Documents*, that become part of the *Work*.
- 1.16 Contract **"Contract"** includes all documents as set out and described in the *Contract Documents*.
- 1.17 Contract Acceptance Certificate **"Contract Acceptance Certificate"** means a certificate issued by the *Consultant* after the end of the *Maintenance Period* provided that the conditions of the *Contract* have been met.

GENERAL CONDITIONS

- 1.18 Contract Documents **"Contract Documents"** has the meaning set out in Clause 2.1 of the *Agreement*.
- 1.19 Contract Drawings **"Contract Drawings"** means any drawings included in Schedule 2 entitled "List of *Contract Drawings*".
- 1.20 Contract Price **"Contract Price"** has the meaning set out in Clause 3.1 of the *Agreement*.
- 1.21 Contract Schedule **"Contract Schedule"** means the schedule, prepared by the *Contractor*, and attached to the *Contract Documents* and which sets out the planned start and completion dates for the major activities of the *Work* and as amended from time to time as necessitated by *Change Orders* or other *Contract Documents*.
- 1.22 Contract Time **"Contract Time"** means the period of time for the completion of the *Work* as provided by the *Contract Documents*.
- 1.23 Contractor **"Contractor"** means the person, firm or corporation identified as such in the *Agreement*, and includes the *Contractor's* authorized representative as designated to the *Owner* in writing.
- 1.24 Dispute **"Dispute"** means any disagreement between the *Owner* and the *Contractor*, of any claim, or any dispute, relating to or arising out of the *Work*, or the interpretation of the *Contract Documents*, or any failure by the *Owner* and the *Contractor* to agree where the *Contract Documents* call for agreement.
- 1.25 Force Account **"Force Account"** means the method of calculating payment the *Contractor* shall receive for *Work* performed pursuant to a direction under GC 12.2.1(b).
- 1.26 GC **"GC"** means the section in these General Conditions, made up of paragraphs and subparagraphs with the same beginning paragraph numbers.
- 1.27 Hazardous Material **"Hazardous Material"** means any substance that is hazardous to persons or property and includes, without limiting the generality of the foregoing:
- (a) any form of radioactive materials;

GENERAL CONDITIONS

- (b) explosives;
- (c) any substance that, if added to any water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water to the extent that it is detrimental to its use by people or by any animal, fish or plant;
- (d) any solid, liquid, gas, or odor or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that:
- (e) endangers the health, safety or welfare of persons or the health of animal life;
- (f) interferes with normal enjoyment of life or property; or
- (g) causes damage to plant life or to property; and
- (h) substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority having jurisdiction over the parties hereto.

- 1.28 Item **"Item"** means an item of the *Work* having both a separate identifier in the "Item Number" column of the *Schedule of Quantities and Prices* and an entry in the "Estimated Quantity" column of the *Schedule of Quantities and Prices*.
- 1.29 Labour and Materials Payment Bond **"Labour and Materials Payment Bond"** means a bond supplied by the *Contractor*, which bond guarantees that all claimants, as defined in the *Labour and Materials Payment Bond*, will be paid for labour and materials furnished to the Principal, as defined in the *Labour and Materials Payment Bond*, for use on the *Project* described in the *Labour and Materials Payment Bond*.
- 1.30 Lien Legislation **"Lien Legislation"** means the Prompt Payment and Construction Lien Act of Alberta, R.S.A. 2000, c. P-26.4, as the same may be amended from time to time.
- 1.31 Major Item **"Major Item"** means an *Item* with a total cost exceeding 15% of the *Contract Price* exclusive of *Value Added Taxes* and *Changes*.
- 1.32 Maintenance Period **"Maintenance Period"** has the meaning set out in GC 28.1.1.

GENERAL CONDITIONS

- 1.33 Milestone Date **"Milestone Date"** means any date specified in Schedule 7 of the *Agreement* for completion of the *Work*, or portion of the *Work*, including the dates of *Ready-for-Takeover*.
- 1.34 Notice **"Notice"** has the meaning set out in Article 6.0 of the *Agreement*.
- 1.35 Notice to Proceed **"Notice to Proceed"** means a *Notice* issued by the *Owner*, or by an agent of the *Owner*, to the *Contractor* to commence *Work*.
- 1.36 Occupational Health and Safety Act **"Occupational Health and Safety Act"** means the Occupational Health and Safety Act of Alberta, S.A. 2020, c. O-2.2, as the same may be amended from time to time.
- 1.37 Optional Work **"Optional Work"** means *Work* which may be described in the *Schedule of Quantities and Prices* that will be undertaken and included in the *Work* at the election of the *Owner*.
- 1.38 Other Contractor **"Other Contractor"** means any person or firm or corporation employed by or having a contract directly with the *Owner*, other than the *Contractor*.
- 1.39 Other Work **"Other Work"** means work not included in the *Work* under this *Contract* that is related to or a part of the *Project* of which the *Work* is a part.
- 1.40 Owner **"Owner"** means the person, firm or corporation identified as such in the *Agreement* and includes any authorized representative of the *Owner*.
- 1.41 Owner's Remedies **"Owner's Remedies"** means any steps available to the *Owner* in law or in equity, which include but are not limited to, commencing any proceeding for negligence or breach of contract to recover any damages, losses, expenses, fees, interest and costs, including solicitor and their own client costs on a full indemnity basis, arising as a result of, or in any way caused directly or indirectly by the *Contractor's* actions or omissions.
- 1.42 Payment Certificate **"Payment Certificate"** has the meaning set out in GC 21.1.1.

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- 1.43 Payment Legislation **"Payment Legislation"** means the Prompt Payment and Construction Lien Act of Alberta, R.S.A. 2000, c. P-26.4, as the same may be amended from time to time.
- 1.44 Performance Bond **"Performance Bond"** means a bond supplied by the *Contractor* which bond guarantees the *Total Performance* of the *Contract* by the *Contractor*.
- 1.45 Place of the Work **"Place of the Work"** means the designated location where the *Work* products are to be finally or permanently constructed or installed.
- 1.46 Prime Contractor **"Prime Contractor"** means the role of Prime Contractor as that term is defined in the *Occupational Health and Safety Act*.
- 1.47 Professional Engineer **"Professional Engineer"** means a Professional Engineer registered by the Association of Professional Engineers and Geoscientists of Alberta.
- 1.48 Project **"Project"** means the total construction contemplated of which the *Work* may be the whole or a part.
- 1.49 Quantity Variation **"Quantity Variation"** means an increase or decrease in the quantity of an *Item* specified in the *Schedule of Quantities and Prices*.
- 1.50 Quotation **"Quotation"** means the *Contractor's* written response to a *Contemplated Change Order*.
- 1.51 Ready-for-Takeover **"Ready-for-Takeover"** shall have been attained when the conditions set out in GC 27.1.1 have been met, as verified by the *Consultant* pursuant to GC 27.1.4(b).
- 1.52 Reference Information **"Reference Information"** means any information, plans, drawings, shop drawings of existing equipment or facilities, geotechnical reports or record drawings, photos, reports or other documents which are not included or are not referred to in the *Contract Documents*.
- 1.53 Schedule of Quantities and Prices **"Schedule of Quantities and Prices"** means Schedule 6 attached to the *Agreement*.
- 1.54 Shop Drawings **"Shop Drawings"** means drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data

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that, as specified in the *Contract Documents* or as required by good construction practice, are to be provided by the *Contractor* to the *Consultant* to illustrate details of a portion of the *Work*.

- 1.55 Site Inspector **“Site Inspector”** means the person appointed by the *Consultant* in accordance with GC 3.4.1.
- 1.56 Small Tool **“Small Tool”** means a small tool or equipment item with a replacement value of no more than \$5,000.00 per tool or item.
- 1.57 Subcontractor **“Subcontractor”** means a person, firm or corporation having a direct contract with the *Contractor* to perform a part or parts of the *Work*.
- 1.58 Subject to Quantity Variation **“Subject to Quantity Variation”** means *Work* which may be described in the *Schedule of Quantities and Prices* that will be undertaken and included in the *Work* at the election of the *Consultant*.
- 1.59 Substantial Performance **“Substantial Performance”** is as defined in the *Lien Legislation*.
- 1.60 Superintendent **“Superintendent”** means the *Contractor’s* senior representative at the *Place of the Work* as set out in GC 4.2.
- 1.61 Supplemental Instructions **“Supplemental Instructions”** means an instruction, or instructions not involving adjustment in the *Contract Price* or *Contract Time*, in the form of specifications, drawings, schedules, samples, model, or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.
- 1.62 Takeover Certificate **“Takeover Certificate”** means a certificate issued by the *Consultant* indicating that the *Work*, or a portion of the *Work*, has met the requirements of *Ready-for-Takeover*.
- 1.63 Total Performance **“Total Performance”** means when all *Work*, including rectification of all deficiencies but excluding any correction of completed *Work* that appears during the *Maintenance Period* or other on-going warranty or guarantee obligations as provided by the *Contract Documents*, has been performed as

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required by the *Contract Documents*, as certified by the *Consultant*.

- 1.64 Value Added Taxes **"Value Added Taxes"** means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by the tax legislation.
- 1.65 Work **"Work"** includes all materials, labour, equipment, and services required to be done, furnished and performed by the *Contractor* in the execution of the *Contract*.
- 1.66 Workers' Compensation Act **"Workers' Compensation Act"** means the Workers' Compensation Act R.S.A. 2000 cW-15, as the same may be amended from time to time.
- 1.67 Working Day **"Working Day"** means a day as generally recognized by the construction industry in the area of the *Place of the Work*, and for clarification does not include Saturdays, Sundays and other holidays which the construction industry in the area of the *Place of the Work* recognizes as a non-working day unless the *Contractor* is working on site then, for the purposes of this *Contract*, that day shall be considered a *Working Day*.

2.0 DOCUMENTS

- 2.1 Intent of the Contract Documents
- 2.1.1 It is the intent of the parties hereto that all obligations of the *Owner* and the *Contractor* are fully set forth and described in this *Contract*. All parts of the *Contract* are intended to be correlative and complementary, and any *Work* required by one and not mentioned in another shall be performed to the same extent and purpose as though required by all.
- 2.1.2 The nature and spirit of this *Contract* is to provide for the *Work* enumerated herein to be fully completed in every detail for the purpose designed.
- 2.1.3 The *Contractor*, by executing this *Contract*, agrees to furnish any and everything necessary for such purpose. The misplacement, addition, or omission of a word or character shall not change the intent of any part of the *Contract* from that set forth by the *Contract* as a whole.

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- 2.1.4 If the *Contractor* is a partnership or joint venture, then it is hereby agreed that for the purposes of this *Contract* the members of the partnership or joint venture shall be jointly and severally liable, notwithstanding any agreement as between themselves to the contrary.
- 2.1.5 Where the words "as shown", "as detailed", "as indicated", or words of like import are used in the *Contract*, reference is to the *Contract Drawings* unless the context clearly indicates a different meaning.
- 2.1.6 In the case of any inconsistency or conflict between the provisions of the *Contract Documents* then:
- (a) the *Contract Documents* shall govern and take precedence in the following order with the *Agreement* taking precedence over all other *Contract Documents*:
 - (i) *Agreement*;
 - (ii) *Addenda*, if any;
 - (iii) *Supplementary General Conditions*;
 - (iv) *General Conditions*;
 - (v) *General Requirements*;
 - (vi) *Supplementary Specifications*;
 - (vii) *Specifications*;
 - (viii) *Contract Drawings*;
 - (ix) *All other Contract Documents*;
 - (b) *Contract Drawings* of a larger scale shall take precedence over *Contract Drawings* at a smaller scale;
 - (c) figured dimensions on a *Contract Drawing* shall take precedence over scaled measurements on the same *Contract Drawing*; and
 - (d) documents of a later date shall take precedence over a similar type of document of an earlier date.

2.2 Drawings and Specifications

- 2.2.1 All *Contract Documents* furnished by the *Consultant* are the property of the *Owner*. They are not to be used on other work and, with the exception of the signed *Contract* set, are to be returned to the *Consultant* on request, at the completion of the *Work*. Any models furnished by the *Contractor* or the *Owner* are the property of the *Owner*.

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- 2.2.2 Unless otherwise provided in the *Contract Documents*, the *Consultant* will furnish the *Contractor* with four copies of the *Contract Documents*, at no cost to the *Contractor*.
- 2.2.3 A current set of *Contract Documents* shall be kept at the *Place of the Work* and shall be available to the *Consultant*.
- 2.2.4 The *Consultant* shall furnish as necessary for the execution of the *Work*, *Supplemental Instructions*, by means of drawings or otherwise, consistent with the *Contract Documents*. The *Work* shall be executed in conformity therewith. In giving such *Supplemental Instructions*, the *Consultant* shall have authority to make minor *Changes* in the *Work*, not inconsistent with the *Contract*.
- 2.3 Standard Specifications
 - 2.3.1 Whenever standard specifications (including, but not limited to CSA, ASTM, and AWWA, etc.) are referred to in these *Contract Documents* the current edition at the date of the *Agreement* shall apply.

3.0 CONSULTANT

- 3.1 Authority
 - 3.1.1 The *Consultant* will have authority to act on behalf of the *Owner* to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in GC 3.1.2.
 - 3.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Contractor* and the *Consultant*.
 - 3.1.3 If the *Consultant's* service contract with the *Owner* is terminated, the *Owner* shall promptly appoint or reappoint a *Consultant* against whom the *Contractor* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Consultant*.
 - 3.1.4 Nothing contained in the *Contract Documents* shall create any contractual relationship between the *Consultant* and the *Contractor*, *Subcontractors*, suppliers, or their agents, employees or other persons performing any of the *Work*.
- 3.2 Role
 - 3.2.1 The *Consultant* shall provide administration of the *Contract* as described in the *Contract Documents*.
 - 3.2.2 The *Consultant* shall conduct inspections of the *Work* and reviews of supporting documentation as required to determine the amounts owing to the *Contractor* under the *Contract* and shall issue *Payment Certificates*.
 - 3.2.3 The *Consultant* shall make reasonable efforts to respond promptly to the *Contractor's* requests for *Supplemental Instructions* and, if it becomes apparent

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that a number of *Supplemental Instructions* will be required, the *Consultant* shall cooperate with the *Contractor* to establish a schedule for the issuance of such *Supplemental Instructions*.

- 3.2.4 The *Owner's* and the *Contractor's* communication to each other with respect to the *Contract* shall be through the *Consultant*, unless otherwise specified in these General Conditions.
- 3.2.5 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations, or general construction practice. The *Consultant* will not be responsible for the *Contractor's* failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of, or be responsible for the acts or omissions of the *Contractor*, *Subcontractors*, suppliers, or their agents, employees, or any other persons performing portions of the *Work*.
- 3.2.6 The *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.
- 3.2.7 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings.
- 3.2.8 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. The *Consultant's* interpretations and finding shall be given in writing within a reasonable time.
- 3.2.9 If a party does not agree with an interpretation or decision of the *Consultant*, then resolution of the matter shall be dealt with in accordance with the provisions of GC 20.0 - Disputes.
- 3.2.10 With respect to claims for a change in *Contract Price*, the *Consultant* shall make findings as set out in GC 11.0 – Changes in The Work.
- 3.2.11 The *Consultant* shall have authority to reject *Work* which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of the *Work*, whether or not such *Work* is fabricated, installed, or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, suppliers, or their agents, employees, or other persons performing any of the *Work*.

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- 3.2.12 The *Consultant* shall review and take appropriate action upon *Shop Drawings*, samples, and other *Contractor's* submittals, in accordance with the *Contract Documents*.
- 3.2.13 The *Consultant* shall prepare *Change Orders* and *Change Directives* as provided in GC 11.0 – Changes in The Work.
- 3.2.14 The *Consultant* shall conduct reviews of the *Work* to determine the date the *Contractor* actually achieves *Milestone Dates*, *Ready-for-Takeover*, and of *Total Performance* of the *Work*.
- 3.2.15 All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information, and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 3.2.16 The *Consultant* shall receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.
- 3.3 Inspection of the *Work*
- 3.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe, and proper facilities at all times for the review of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such *Work* whenever it is in progress.
- 3.3.2 The *Owner* and the *Consultant* may visit the *Place of the Work* at any time to become familiar with the progress and quality of the *Work* and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 3.3.3 If *Work* is designated for tests, inspections, or approvals in the *Contract Documents*, or by the *Consultant's* instructions, or by the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notification of when the *Work* will be ready for review and inspection. The *Contractor* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.
- 3.3.4 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such *Work* is in accordance with the requirements of the *Contract Documents*. If the *Work* is not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall correct the *Work* and pay the cost of examination and correction. If the *Work* is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.
- 3.3.5 The *Contractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Contractor* or is designated by the laws or ordinances applicable to the *Place of the Work*.

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- 3.3.6 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by the *Consultant* or the *Owner* if such test or inspection is designated in the *Contract Documents*.
- 3.3.7 The *Consultant's* authority to inspect the *Work*, reject the *Work*, order testing, or otherwise review the *Work* shall be for the benefit of the *Owner* and such authority shall not give rise to any duty or responsibility on the *Consultant* or the *Owner* to the *Contractor*, *Subcontractors*, or their agents, employees or other persons performing any of the *Work*, to inspect or review the *Work*.

3.4 Site Inspector

- 3.4.1 The *Consultant* may appoint a *Site Inspector(s)* to assist the *Consultant* in the administration of the *Contract* and in reviewing the progress and quality of the *Work*. A *Site Inspector* may exercise the authority of the *Consultant* as set out in the *Contract Documents* to inspect the *Work*, reject *Work*, to order special inspections and to make orders at the *Place of the Work*. The duties, responsibilities and limitations of authority of such inspectors shall be as set forth in writing to the *Contractor*.

4.0 CONTRACTOR

4.1 Control of the *Work*

- 4.1.1 The *Contractor* shall have complete control of the *Work* and shall direct and supervise the *Work* so as to ensure conformance with the *Contract Documents*. Subject to the *Owner's* rights as specifically set out in the *Contract Documents* to give directions regarding the *Work*, the *Contractor* shall be solely responsible for construction means, methods, techniques, sequences and procedures, and for coordinating the various parts of the *Work* under the *Contract*.

4.2 Superintendence

- 4.2.1 The *Contractor* shall keep on the *Place of the Work*, during its progress, a competent *Superintendent* and any necessary assistants, all satisfactory to the *Consultant*. The *Superintendent* shall not be changed except with the written consent of the *Consultant*, unless the *Superintendent* proves to be unsatisfactory to the *Contractor* or ceases to be in their employ. The *Superintendent* shall represent the *Contractor* in their absence, and directions given to the *Superintendent* shall be held to be given to the *Contractor*.

- 4.2.2 The *Contractor* shall supervise the *Work* using their best skill and attention.

- 4.2.3 The *Superintendent* shall be a direct employee of the *Contractor* and shall not be an employee of any *Subcontractors*, unless authorized in writing by the *Consultant*.

4.3 Subcontractors

- 4.3.1 The *Contractor* shall not enter into a subcontract for any portions of the *Work* without prior notification in writing to the *Consultant* of the proposed *Subcontractor*.

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The *Contractor* shall not employ any *Subcontractor* that the *Consultant* may, within a reasonable time, object to as incompetent or unfit.

4.3.2 No subcontract shall relieve the *Contractor* of any of its liabilities or obligations under the *Contract* and the *Contractor* agrees that it is fully responsible to the *Owner* for the acts and omissions of its *Subcontractors* and of persons either directly or indirectly employed by them in the performance of the *Contract*.

4.3.3 The *Contractor* shall ensure that each *Subcontractor* fully complies with the provisions of the *Contract*, the applicable *Workers' Compensation Act* and the *Occupational Health and Safety Act* or similar law having application to *Subcontractors'* employees. Unless otherwise provided in the *Contract*, the *Contractor* shall, at its expense, upon request of the *Owner*, furnish the *Owner* with two (2) copies of all of its subcontracts, provided that the prices therein may be deleted. Nothing contained in the *Contract* shall create any contractual relationship between any *Subcontractor* and the *Owner*.

4.3.4 The *Consultant* may, upon reasonable request and at the *Consultant's* discretion, provide to the *Subcontractor* information as to the percentage or quantity of the *Subcontractor's* work which has been certified for payment.

4.4 Materials, Appliances & Employees Supplied by the *Contractor*

4.4.1 Unless otherwise specified, the *Contractor* shall provide and pay for all materials, labour, water, tools, equipment, light and power and other facilities and services necessary for the execution of the *Work*. Unless specified otherwise, in writing, all materials shall be new. Both workmanship and materials shall be of the quality specified in the *Contract Documents*.

4.4.2 The *Contractor* shall, upon request by the *Consultant* or the *Owner*, furnish satisfactory evidence as to the kind and quality of materials to be supplied for the execution of the *Work*. The *Contractor* shall be responsible for all materials that are found to be defective in manufacture or that have become damaged in handling. The *Contractor* shall be responsible for safe storage of material furnished by or to, and accepted by the *Contractor*, and intended for the *Work* until it has been incorporated into the completed *Project*. The *Contractor* shall furnish all material and labour required for the replacement of installed material discovered defective prior to the termination of the *Maintenance Period*.

4.4.3 Notwithstanding any prior inspection or approval, only materials conforming to the requirements of the *Contract Documents* shall be incorporated in the *Work*.

4.4.4 The *Contractor* shall not use any materials other than those specified unless written approval is given by the *Consultant*.

4.4.5 All employees supplied by the *Contractor* shall have sufficient knowledge, skill and experience to properly perform the *Work* assigned to them. Any employee of the *Contractor* or a *Subcontractor* who, in the opinion of the *Consultant*, does not

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perform their work in a skilful manner, or appears to be incompetent or acts in a disorderly or intemperate manner shall, at the written request of the *Consultant*, be discharged immediately from the *Work* and shall not be employed again in any portion of the *Work* without the approval of the *Consultant*.

4.4.6 The *Contractor* shall enforce good order and discipline at all times.

4.4.7 During construction, when specified metric elements are unattainable at the time they are required in order to meet the *Contract Time*, the *Contractor* shall notify the *Consultant* in writing and suggest alternative substitutions. Costs due to these substitutions shall be borne by the *Contractor*.

4.5 Material Supplied by the *Owner*

4.5.1 The *Owner* undertakes to provide only such materials as are specifically listed in the *Contract* as being provided by the *Owner*. It shall be the responsibility of the *Contractor* to arrange for delivery and storage of these materials to coincide with the *Contract Schedule*.

4.5.2 The *Contractor's* responsibility for material furnished by the *Owner* shall begin at the time and place of delivery thereof, to the *Contractor*. Materials already at the *Place of the Work* shall become the *Contractor's* responsibility on the day of the award of the *Contract*.

4.5.3 The *Contractor* and the *Consultant* shall jointly examine material furnished by the *Owner* at the time and place of delivery to the *Contractor*, and shall prepare a statement of acceptance, specifically noting defective material, and rejecting any such defective material. The *Contractor* shall sign the statement of acceptance of materials into the *Contractor's* charge.

4.5.4 Any material furnished by the *Owner* and installed by the *Contractor* without notation of defects in accordance with GC 4.5.3 will, if found defective prior to final acceptance of the *Work* be replaced with sound material by the *Contractor*. The *Contractor* shall, at the *Contractor's* own expense, furnish supplies, labour, and facilities necessary to remove said defective material and install the sound material in a manner satisfactory to the *Consultant*.

4.5.5 The *Contractor* shall at the *Contractor's* own cost, return to the *Owner's* place of storage any materials supplied by the *Owner* which are surplus to the performance of the *Work*.

4.6 Material Tests and Mix Designs

4.6.1 The *Contractor* shall furnish for the *Consultant's* approval such material tests and mix designs as the *Consultant* may reasonably require. The cost of providing the foregoing beyond the extent called for in the *Contract Documents* shall be the responsibility of the *Owner*. The *Work* shall be in accordance with approved material tests and mix designs.

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- 4.6.2 The *Contractor* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.
- 4.6.3 If the *Contractor* covers, or permits to be covered, *Work* that has been designated for tests, inspections or approvals before such tests, inspections or approvals are made, given or completed, the *Contractor* shall, if so directed, uncover such *Work*, have the inspections or tests satisfactorily completed, and make good covering *Work* at the *Contractor's* expense.
- 4.7 Rejected Work
- 4.7.1 The *Contractor* shall promptly remove from the *Place of the Work* any defective *Work*, whether the result of poor workmanship, use of defective materials, damage through carelessness or other act of the *Contractor*, which has been condemned by the *Consultant* as failing to conform to the *Contract Documents*, whether incorporated in the *Work* or not. The *Contractor* shall promptly replace and re-execute the *Work* in accordance with the *Contract* and without expense to the *Owner* and shall bear the expense of making good all *Work* destroyed or damaged by such removal or replacement.
- 4.7.2 If the *Contractor* does not remove such defective materials or *Work* within the time fixed by *Notice*, the *Owner* may remove them and may store such materials at the expense of the *Contractor*. If the *Contractor* does not pay the expense of such removal within five (5) *Business Days* of receipt of *Notice* to so do, the *Owner* may, upon ten (10) *Business Days* *Notice*, sell such materials at auction or at a private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the *Contractor*.
- 4.7.3 If, in the opinion of the *Consultant*, it is not expedient to correct such defective *Work* or *Work* not performed in accordance with the *Contract Documents*, then the *Consultant* may direct that such *Work* be left and the *Owner* may deduct from the monies otherwise due to the *Contractor* the difference in value to the *Owner*, considering the *Owner's* intended use of the *Work*, between the *Work* performed and that called for by the *Contract Documents*. The amount of such deduction shall be as determined in the first instance by the *Consultant*. If such amount as determined by the *Consultant* is not acceptable to either party then the provisions of GC 20.0 – Disputes shall apply.
- 4.8 Storage Facilities and Use of Premises
- 4.8.1 The *Contractor* shall be responsible for the delivery and storage of products and materials. The *Contractor* may use such facilities and areas as designated by the *Owner* for the storage of material and equipment for the job without charge to the *Contractor*. The *Owner* is not obliged to provide facilities for storage of products and materials.
- 4.9 Protection of *Work* and Property

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- 4.9.1 The *Contractor* shall protect all *Work* from damage and shall take all reasonable precautions to protect the *Owner's* property from all injury arising in connection with the *Contract*.
- 4.9.2 The *Contractor* shall make good any damage or injury to the *Work* and shall make good any damage or injury to the other property of the *Owner* resulting from the lack of reasonable protective precautions. The *Contractor* shall not be responsible, however, for any damage or injury to the *Work* and to other property of the *Owner* which may be directly due to errors in the *Contract Documents* or caused by the *Owner*, their agents or employees, or from any *Work* or risk which the *Owner* has expressly agreed to insure, provided the *Contractor* has taken reasonable protective precautions.
- 4.9.3 The *Contractor* shall adequately protect adjacent property as required by law and/or the *Contract Documents*.
- 4.10 Legal Surveys
- 4.10.1 The *Owner* shall furnish all legal surveys unless otherwise specified.
- 4.10.2 Permits and licenses of a temporary nature necessary for the execution of the *Work* shall be secured and paid for by the *Contractor*. Permits, licenses, easements and rights-of-way for permanent structures or permanent changes in existing facilities shall be secured and paid for by the *Owner*, unless otherwise specified.
- 4.11 Field Layout and Instruction
- 4.11.1 Field Layout by *Consultant*
- (a) When it is the *Consultant's* responsibility to lay out the *Work*, the *Contractor* shall provide reasonable and necessary opportunity and facilities for setting points and making measurements. The *Contractor* shall not proceed until the *Contractor* has made a timely demand upon the *Consultant* for, and has received from the *Consultant*, such points and instruction as may be necessary as the *Work* progresses.
 - (b) The *Work* shall be done in strict conformity with such points and instructions.
 - (c) The *Contractor* shall carefully preserve benchmarks, reference points and stakes, and in case of wilful or careless destruction, the *Contractor* shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.
 - (d) Unless otherwise stipulated in the *Contract Documents*, the *Contractor* shall furnish all assistance necessary to measure in and drive stakes and shall furnish such lines, straight edges and stakes as the *Consultant* may direct for locating line and grade.

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- (e) The *Contractor*, shall, before commencing *Work* at any point, satisfy themselves as to the meaning and correctness of all stakes and works and no claims shall be made by the *Contractor* for any allowances based on alleged inaccuracies or for alternatives on account of their failure to read same correctly.

4.11.2 Field Layout by *Contractor*

- (a) When it is the *Contractor's* responsibility to lay out the *Work*, the *Contractor* shall provide all plant, labour and materials for setting points and preparing grade sheets providing accurate location for the *Work* in three dimensions. The *Contractor* shall not proceed with the *Work* until such locations are established.
- (b) All submittals for field layout shall be made as specified.

4.12 Clean-up

- 4.12.1 The *Contractor* shall keep the *Place of the Work* and any other areas occupied by it and access to such areas, in a neat, clean and safe condition and free from accumulation of crating materials, waste and rubbish during the progress of *Work* and on a daily basis.
- 4.12.2 Upon the completion of any portion of *Work*, the *Contractor* shall promptly remove from such work area all of its construction plant and surplus material to approved areas.
- 4.12.3 The *Contractor* shall upon completion of all *Work* and before final payment is made, at the *Contractor's* own expense and to the satisfaction of the *Owner*, dispose of or remove from the *Place of the Work* all construction plant, rubbish, unused material, and other equipment and materials belonging to the *Contractor* or used under the *Contractor's* direction during the performance of *Work* and shall leave the *Place of the Work* in a neat and clean condition satisfactory to *Owner*.
- 4.12.4 In the event of the *Contractor's* failure to comply with any of the foregoing, the same may be accomplished by the *Owner* at the *Contractor's* expense and the cost of same may be deducted from any money due or becoming due to the *Contractor*.

4.13 Tools, Plant and Equipment

- 4.13.1 If at any time before the commencement or during the progress of the *Work*, the tools, plant or equipment appear to the *Consultant* to be insufficient, inefficient, or inappropriate to secure the quality of *Work* required, or the progress, the *Consultant* may order the *Contractor* to increase their efficiency, to augment their number or to substitute new tools, plant or equipment as the case may be, and the *Contractor* shall conform to such order.

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- 4.13.2 The failure of the *Consultant* to demand such increases shall not relieve the *Contractor* of their obligation to secure the quality of *Work* and rate of progress necessary to complete the *Work* within the *Contract Time*.
- 4.14 *Contractor's Understanding*
- 4.14.1 It is understood and agreed that the *Contractor* has, by careful examination satisfied itself of the nature and location of the *Work*, the soil conditions and topography at the *Place of the Work*, the nature and quantity of materials to be used, the equipment facilities needed preliminary to and during the prosecution of the *Work*, and all other matters which can in any way affect the *Work* under this *Contract*. Failure by the *Contractor* to do so shall not relieve the *Contractor* of any of its obligations under the *Contract*.
- 4.15 *Access Roads*
- 4.15.1 The *Contractor* shall construct and maintain, at its own expense, all roads, accesses, and areas required by it for its performance of the *Contract*, including snow removal. The *Contractor* shall, as required, obtain necessary permits from appropriate authorities for use of Municipal and Provincial roads.
- 4.16 *Transportation*
- 4.16.1 The *Contractor* shall provide, at its own expense, for transportation for the movement of personnel, materials and equipment.
- 4.17 *Temporary Structures and Facilities*
- 4.17.1 The *Contractor* shall have the sole responsibility for the design, erection, operation and maintenance and removal of temporary structures and other temporary facilities and the design and execution of construction methods required in their use. The *Contractor* shall engage *Professional Engineers* skilled and knowledgeable in the appropriate disciplines to perform these functions where required by law or 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 and knowledge is required to produce a safe and satisfactory result.
- 4.18 *Discovery of Errors, Omissions or Discrepancies in the Contract*
- 4.18.1 If the *Contractor* discovers any errors, omissions, discrepancies or conflicts in the *Contract*, the *Contractor* shall immediately so inform the *Consultant* in writing. The *Consultant* will promptly clarify such matters and so inform the *Contractor*. Any *Work* affected by such discoveries which is performed by the *Contractor* prior to clarification or authorization by the *Consultant*, shall be at the *Contractor's* sole risk and expense.
- 4.19 *Existing Services and Utilities*

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- 4.19.1 Prior to commencing any *Work* at the *Place of the Work*, the *Contractor* shall locate, in three dimensions, all underground utilities and structures indicated on the *Contract Documents* as being at the *Place of the Work*. The *Contractor* shall also consult with electric, telephone, gas, pipeline, and communications companies and agencies that provide services in the area of the *Place of the Work* to locate any underground utilities. The *Contractor* shall also locate any other utilities or underground structures that are reasonably apparent in an inspection of the *Place of the Work*.
- 4.19.2 The *Contractor* shall pay all costs to repair any underground utility or structure that the *Contractor* damages in the performance of the *Work* which the *Contractor* was required to locate under GC 4.19.1.
- 4.20 Notification of Property Owners/Residents
- 4.20.1 Notify, in writing, all property owners and residents affected by proposed construction. The notice shall provide contact names and phone numbers of the *Contractor* and the schedule of the *Work* for the duration of the *Project*. Notification shall be done on a parcel-by-parcel basis, with each occupied property parcel contacted one week (7 days) in advance of construction activities affecting the daily use of the specific area. Further notification of any access restrictions, water usage limitations, or sanitary sewage limitations during the construction shall be provided to the landowners by the *Contractor* no less than 48 hours prior to the scheduled disruption. The content and form of the written notification shall first be reviewed by the *Consultant*. *Contractor* shall incorporate any modifications or comments made by the *Consultant* into the notification form, prior to issuance.
- 4.20.2 If the *Contractor* fails to provide timely notice as described in this Clause, the *Contractor* shall not proceed with work in the affected area without the *Consultant's* written permission. Any delays incurred by the *Contractor* for failure to notify the property owners shall not serve as a reason to extend the *Contract Time*.

5.0 SHOP DRAWINGS

- 5.1 Shop Drawings
- 5.1.1 The *Contractor* shall arrange for the preparation of clearly identified *Shop Drawings* as specified or as reasonably requested by the *Consultant*.
- 5.1.2 The *Contractor* shall examine all *Shop Drawings* prior to submission to the *Consultant* to ensure that all necessary requirements have been determined and verified and that each *Shop Drawing* has been checked and co-ordinated with the requirements of the *Work* and the *Contract Documents* and the *Contractor* shall so certify this review on each *Shop Drawing*.
- 5.1.3 The *Contractor* shall submit *Shop Drawings* to the *Consultant* for review with reasonable promptness and in orderly sequence and the *Consultant* will review and return the *Shop Drawings* with reasonable promptness.

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- 5.1.4 The *Consultant's* review shall be to ascertain general conformance with the design concept only and such review shall not relieve the *Contractor* of its responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.
- 5.1.5 The *Contractor* shall provide revised *Shop Drawings* to correct those which the *Consultant* rejects as inconsistent with the *Contract Documents*, unless otherwise directed by the *Consultant*. When re-submitting the *Shop Drawings*, the *Contractor* shall specify to the *Consultant* in writing any revisions to the *Shop Drawings* including those requested by the *Consultant*.

6.0 OTHER CONTRACTORS**6.1 Other Contracts**

- 6.1.1 The *Owner* reserves the right to award separate contracts with *Other Contractors*, or to undertake work using the *Owner's* own forces in connection with the undertaking of *Other Work*. The *Contractor* shall properly connect and coordinate the *Work* with that of *Other Contractors* to whom contracts are awarded.
- 6.1.2 The *Contractor* shall afford *Other Contractors* a reasonable opportunity for the introduction and storage of their materials and the execution of their work.
- 6.1.3 If any part of the *Work* depends, for proper execution and results, on existing works or the work of any *Other Contractor*, the *Contractor* shall inspect and immediately report to the *Consultant* any defects in such work that render it unsuitable for such proper execution and results. The *Contractor's* failure to inspect and report shall constitute an acceptance of the *Other Contractor's* work as fit and proper for the reception of the *Work* under this *Contract*, except as to defects which may develop in the *Other Contractor's* work after the execution of the *Work* under this *Contract*. To ensure the proper execution of the *Work*, the *Contractor* shall measure work done by *Other Contractors* and shall at once report to the *Consultant* any discrepancies between the executed work and the *Contract Documents*.

7.0 CASH ALLOWANCE**7.1 Cash Allowance**

- 7.1.1 All *Cash Allowances* included in the *Schedule of Quantities and Prices* shall be expended in whole or in part as the *Consultant* shall direct, the amount of the *Contract Price* being adjusted in conformity therewith by way of a *Change Order*. The *Contract Price*, and not the *Cash Allowance*, includes the *Contractor's* overhead and profit in connection with such *Cash Allowances*.

8.0 CONTINGENCY ALLOWANCE**8.1 Contingency Allowance**

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8.1.1 *Contingency Allowance* is included in the *Contract Price* and is to be used at the discretion of the *Owner* for the purpose of resolving payment for *Changes* due to *Concealed or Unknown Conditions*. *Contingency Allowance* will be paid only if the *Consultant* so directs by *Change Order* and in such event the *Contractor* shall perform the *Change* as part of the *Work*.

8.1.2 Upon completion of the *Work*, the *Contract Price* is adjusted by a credit *Change Order* to provide for the difference, if any, between the total amount of authorized expenditures from the *Contingency Allowance* and the original amount of the *Contingency Allowance*. The *Contractor* is not entitled to all or any part of an unexpended balance of the *Contingency Allowance*.

9.0 OPTIONAL WORK**9.1 Optional Work**

9.1.1 *Optional Work* will only be included in the *Work* if the *Consultant* so directs by *Change Order*, and in such event the *Contractor* shall perform the *Optional Work* as part of the *Work*.

10.0 SUBJECT TO QUANTITY VARIATION**10.1 Subject to Quantity Variation**

10.1.1 *Subject to Quantity Variation* may be included in the *Work* depending on site conditions if the *Consultant* so directs by *Supplemental Instruction*.

11.0 CHANGES IN THE WORK**11.1 Changes in the Work**

11.1.1 The *Owner* may, as the need arises, order *Changes* in the *Work* without invalidating the *Contract* and without *Notice* to the *Contractor's* surety. The value, if any, of such *Changes* shall be taken into account in ascertaining the amount of the *Contract Price*. All such *Work* shall be executed under the conditions of the *Contract* supplemented where necessary for varying conditions.

11.1.2 No *Changes* in the *Work* shall be made unless in pursuance of a *Change Directive* or a *Change Order*.

11.1.3 The *Consultant* may, at any time, issue a *Contemplated Change Order* for a specified *Change* being considered by the *Owner*.

11.1.4 If a *Contemplated Change Order* is given to the *Contractor*, then the *Contractor* shall, as part of the *Work*, respond promptly with a *Quotation*.

11.1.5 Any written *Quotation* submitted by the *Contractor* in response to a *Contemplated Change Order* shall, unless expressly stated otherwise in the *Quotation*, be interpreted to represent the total adjustment to the *Contract Price* (exclusive of

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Value Added Taxes) and *Contract Time* owing on account of the *Work* contemplated by the *Quotation*.

- 11.1.6 When a *Change* is approved, the *Consultant* shall issue a written approval by way of a *Change Order* setting out a description of the *Work* covered by the *Change Order*, the price or method of valuation of the *Work*, the *Change* in *Contract Price* and adjustment, if any, to the *Contract Time*.
- 11.1.7 The *Consultant* may, at any time where no agreement has been reached between parties on price or method of valuation for the *Work*, provide written direction to the *Contractor* (a *Change Directive*) to incorporate a *Change* in the *Work*.
- 11.1.8 If the *Contractor* claims that any instruction by drawings or otherwise involve extra cost under this *Contract*, the *Contractor* shall give the *Consultant* *Notice* thereof immediately, and the *Contractor* shall then follow the *Consultant's* instructions regarding proceeding with the *Work* in question. No such claim shall be valid unless so made. If the *Contractor's* claim is approved, the procedure shall be as provided for in this General Condition.
- 11.1.9 The value of any *Quantity Variations* or *Changes* shall be determined in the manner outlined in GC 12.0 – Valuation of Quantity Variations and Changes.

12.0 VALUATION OF QUANTITY VARIATIONS AND CHANGES**12.1 Quantity Variations and Revised Unit Prices****12.1.1 Quantity Variations**

- (a) The provisions of GC 12.1 shall not apply to *Optional Work*, *Subject to Quantity Variation*, *Contingency Allowance*, or *Cash Allowances*.
- (b) The amount of a *Quantity Variation* shall be determined as the difference between the final quantity, as measured or calculated in accordance with the *Contract*, and the quantity of the *Item* in the *Schedule of Quantities and Prices*.
- (c) When an *Item* is not a *Major Item*, the unit price shall apply to the entire quantity as measured or calculated in accordance with the *Contract*.

12.1.2 Revised Unit Prices

- (a) If for any reason, the actual quantity of a *Major Item* varies or is anticipated to vary by more than plus or minus 20% from the estimated quantity for that *Major Item* as listed in the *Schedule of Quantities and Prices*, then the *Owner* or the *Contractor* may, by *Notice*, request the other party to agree to a revised unit price.
- (b) Where *Notice* has been provided under GC 12.1.2(a), a revised unit price for a shortfall greater than 20% of the quantity shall be determined subject to the following:

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- (i) The adjusted unit price shall apply to the entire *Major Item* constructed or provided.
- (ii) The revised unit price shall be determined so that the *Contractor's* total compensation for the *Major Item* will be equal to the actual quantity constructed or provided multiplied by the unit price identified in the *Schedule of Quantities and Prices* plus an amount equal to the overhead and profit, if any, the *Contractor* would have received for the quantity in excess of the actual quantity up to a maximum of 80% of the quantity originally identified in the *Schedule of Quantities and Prices*.
- (c) Where *Notice* has been provided under GC 12.1.2(a), a revised unit price for an overrun greater than 20% of the quantity originally identified in the *Schedule of Quantities and Prices* may be determined subject to the following:
 - (i) The unadjusted unit price shall apply to the quantity up to and including 120% of the quantity originally identified in the *Schedule of Quantities and Prices*.
 - (ii) The adjusted unit price for the quantity above 120% of the quantity originally identified in the *Schedule of Quantities and Prices* shall be determined as follows:
 - (A) Negotiated between the *Owner* and *Contractor*, failing which; then,
 - (B) The actual cost of the excess quantity plus mark-ups as allowed by GC 12.2.4.
- (d) If either party requests revision of a unit price, the *Contractor* shall make available to the *Consultant* all documentation reasonably required by the *Consultant* to evaluate the revision and both parties shall make reasonable efforts to agree promptly to an equitable revision to the unit price prior to proceeding with the *Work*.
- (e) If agreement cannot be reached promptly on a revision to a unit price pursuant to GC 12.1.2(d), the *Contractor* shall proceed with the *Work* and the request for an adjusted unit price shall be referred to the *Consultant* in accordance with GC 3.2.7. If either party disagrees with the *Consultant's* decision then the provisions of GC 20.0 – Disputes shall apply. Notwithstanding any *Dispute* the *Consultant* shall include the affected *Work* in payments on the basis of the unadjusted unit price, and an adjustment shall be made upon resolution of the *Dispute*.

12.2 Changes

12.2.1 The value of a *Change Order* shall be established as follows:

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- (a) by an amount as agreed to between the *Contractor* and the *Owner*, or
- (b) where the *Work* has proceeded on direction from the *Consultant* prior to agreement ("*Force Account Work*"), valuation in accordance with GC 12.2.4.

12.2.2 The value of a *Change* pursuant to a *Contemplated Change Order* shall be itemized in the *Contractor's Quotation* so as to clearly demonstrate to the *Owner* and the *Consultant* how the value was derived by the *Contractor*. The *Quotation* shall clearly identify costs for such items as supplies and materials, equipment rates and hours, rental charges, labour rates and hours, *Subcontractor* costs, and an allowance for overhead and profit in accordance with GC 12.2.4. *Subcontractor* costs shall be entitled to a maximum markup of 10% by the *Contractor* for supervision of the *Subcontractor* by the *Contractor*. The services of *Superintendents* shall be considered overhead, as shall the supply of *Small Tools*.

12.2.3 Unless expressly stated otherwise in the *Quotation*, the *Quotation* shall be interpreted to represent the total adjustment to the *Contract Price* (excluding *Value Added Taxes*) and *Contract Time* for the *Work* contemplated by the *Quotation* and for certainty:

- (a) Shall be interpreted to include compensation on account of all related costs, including but not limited to all direct, indirect or "impact", head office, overhead and all other costs, and all markups and profits, even if the *Quotation* does not specifically mention such items; and
- (b) Shall be interpreted to have considered all effects on the *Contract Time*, and if there is no mention in the *Quotation* of a required extension to the *Contract Time*, then the *Quotation* shall be interpreted to mean that the *Contractor* will complete the work covered by the *Quotation* without any adjustment to the *Contract Time*.

12.2.4 Force Account

- (a) The value of *Force Account Work* performed on direction pursuant to GC 12.2.1(b) shall be determined as follows:
 - (i) Labour at the actual cost to the *Contractor*, including all amounts paid for labour and all related taxes, assessments payable as required by any statutory scheme such as Workers' Compensation costs, employment insurance, holiday pay, insurance, and all employee benefits. A markup of 10% on the total of the foregoing shall be allowed for overhead. A further markup of 10% on the total of the foregoing including the markup for overhead shall be allowed for profit.
 - (ii) Major equipment:

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- (A) *Contractor Owned or Rented* – at the operated hourly rates as set out in the *Approved Equipment Rental Rates* based on actual hours, in minimum increments of 0.5 hours, plus a 10% markup to cover all overhead costs and profit. If equipment is not listed in the *Approved Equipment Rental Rates*, then at a rate determined by the *Consultant* based on local equipment rental rates; or
- (B) *Non-Contractor Owned and Operated* – at the lower of the all-found rate in the *Approved Equipment Rental Rates* for operated equipment, or the actual rental costs incurred by the *Contractor*, as evidenced by invoice, plus a 10% markup to cover all overhead costs and profit.
- (C) No separate rental for *Small Tools*.
- (D) No separate payment for transportation of personnel in accordance with GC 4.16.
- (iii) Materials incorporated into the *Work* or required for the performance of the *Work* and not re-usable, shall be at the *Contractor's* actual cost, as evidenced by invoice including all transportation, freight and haulage costs plus a markup of 15% on such actual cost to cover all overhead, handling, and profit.
- (iv) *Force Account Work* performed by a *Subcontractor* shall be paid for in the lesser of:
 - (A) the amount as provided by subparagraphs a (i), a (ii), and a (iii) of this GC, plus a markup of 5%, or
 - (B) the actual amount the *Contractor* pays the *Subcontractor* including a markup of 10% on such actual cost to cover all overhead and profit.
- (v) Notwithstanding GC 4.16, for equipment which has to be brought to the *Place of the Work* for a specific purpose that was not reasonably contemplated prior to the date of the Agreement, transportation costs for equipment will be paid. A piece of equipment shall mean a unit complete, including operator, fuel, grease and maintenance and such costs as are normal to an operating unit. Rental shall be paid for actual hours of work only.
- (b) Each *Working Day* on which *Force Account Work* is underway, the *Contractor* shall, after consultation with the *Consultant*, complete a *Force Account* statement in triplicate indicating the labour hours, equipment rental hours, and materials used on the *Force Account Work*. Each copy shall be signed by the *Consultant* and *Contractor*, with one copy being

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returned to the *Contractor*, the second copy used in calculating the actual cost of the *Force Account Work* and the third copy shall be submitted to the *Consultant*. *Force Account* claims not submitted on the *Working Day* following the day of the *Force Account Work* took place may not be validated.

- (c) *Force Account Work* shall be done during normal working hours unless otherwise requested by the *Consultant*.
- (d) Any bonds or other form of security provided to the *Owner* for the *Contract* shall be extended to cover any changes to the *Work*, including, but not limited to *Change Orders*, *Change Directives*, and *Force Account Work* and the *Maintenance Period* shall apply to this *Work*.

12.3 Contract Time

12.3.1 The *Contract Time* shall be adjusted on account of a *Change* by an amount:

- (a) as set out in a *Quotation* and agreed between the *Owner* and *Contractor*,
- (b) as determined by the *Consultant*, or,
- (c) as determined by GC 20.0 – Disputes.

12.3.2 No adjustment to *Contract Time* shall be valid without a *Change Order*.

13.0 CONCEALED OR UNKNOWN CONDITIONS

13.1 Concealed or Unknown Conditions

13.1.1 A *Concealed or Unknown Condition* is a surface or sub-surface physical condition encountered by the *Contractor* in the performance of the *Work* that:

- (a) occurs at the *Place of the Work*;
- (b) materially affects the cost of, or the time required for, the performance of the *Work*; and
- (c) differs materially from conditions disclosed in the *Contract Documents*, or apparent in, or reasonably inferable from, an examination of the *Place of the Work* including:
 - (i) Test pits or other examinations, if any, that the *Owner* may have made available;
 - (ii) Site observations that could have been made on the date of the Agreement; and
 - (iii) The extension of a visible surface condition.

13.1.2 Subject to other provisions of the *Contract* the impact, if any, of a *Concealed or Unknown Condition* on the *Contract Price* or *Contract Time* shall be treated as a *Change* as provided by GC 11.0 – Changes in The Work.

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- 13.1.3 If either party wishes to claim that the *Contract Price* or *Contract Time* should be adjusted as a result of *Concealed or Unknown Conditions*, the party shall give the other party and the *Consultant* Notice of the claim, immediately after the party becomes aware of the *Concealed or Unknown Condition*. No adjustment to *Contract Price* or *Contract Time* will be made for any *Work* completed prior to the delivery of such *Notice*.
- 13.1.4 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no *Change* in the *Contract Price* or *Contract Time* is justified, the *Consultant* will report the reasons for its finding to the *Owner* and the *Contractor* in writing.
- 13.1.5 If either party gives *Notice* of *Concealed or Unknown Conditions* then as part of the *Work*, the *Contractor* shall keep records of actual costs relating to the *Concealed or Unknown Condition*.
- 13.1.6 When either party has given *Notice* of *Concealed or Unknown Conditions*, the *Consultant* shall promptly investigate such conditions and GC 3.2 shall apply.

14.0 ARCHAEOLOGY, ARTIFACTS, AND FOSSILS**14.1 Archaeology, Artifacts, and Fossils**

- 14.1.1 Fossils, coins, articles of value or antiquity, structures, and other remains or things of scientific or historic interest discovered at the *Place of the Work* shall, unless otherwise agreed between the *Owner* and the *Contractor*, be deemed to be the property of the *Owner*.
- 14.1.2 The *Contractor* shall take all reasonable precautions to prevent removal or damage to such discoveries and shall promptly notify the *Consultant* upon discovery of such items.
- 14.1.3 The *Consultant* shall promptly investigate such discoveries and if the *Consultant* finds conditions that will result in an increase or decrease in the cost of or time required for performance of this *Contract*, an adjustment shall be made between the parties and the *Contract* modified in writing accordingly by a *Change Order* pursuant to GC 11.0 – Changes in The Work. If the parties fail to agree upon the adjustment to be made the *Dispute* may be determined as provided for in GC 20.0 – Disputes.

15.0 HAZARDOUS MATERIALS**15.1 Hazardous Materials**

- 15.1.1 Unless otherwise specified, the *Contractor* shall assume that the *Owner* has elected not to conduct tests or investigations for *Hazardous Materials* at the *Place of the Work*. The *Contractor* has no obligation, unless otherwise specified, to conduct tests or investigations for *Hazardous Materials* at the *Place of the Work*, unless so directed by the *Consultant*.

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- 15.1.2 In the event that during the execution of the *Work*, the *Contractor* encounters any materials at the *Place of the Work* that the *Contractor* knows, or suspects, may be *Hazardous Materials*, then the *Contractor* shall promptly notify the *Consultant* in writing of such conditions.
- 15.1.3 The *Consultant* shall promptly investigate such conditions referred to in GC 15.1.2 and if the *Consultant* finds that they differ materially and will result in an increase or decrease in the cost of or time required for performance of this *Contract*, an adjustment shall be made between the parties and the *Contract* modified in writing accordingly by a *Change Order* pursuant to GC 11.0 – Changes in The Work. If the parties fail to agree upon the adjustment to be made the *Dispute* may be determined as provided for in GC 20.0 – Disputes.
- 15.1.4 If the *Contractor* fails to notice any material that a competent *Contractor* reasonably experienced in the *Work* would have noticed were *Hazardous Materials*, or fails to comply with a direction given by the *Consultant*, then the *Contractor* shall:
- (a) pay all reasonable costs the *Owner* is required by law to incur to deal with the *Hazardous Materials* that have been disturbed; and
 - (b) indemnify the *Owner* from all costs, expenses, and damages that the *Owner* is required by law to pay to any third party as a result of such failure.

16.0 DELAYS**16.1 Delays and Extension of Time**

- 16.1.1 If the *Contractor* is delayed in the performance of the *Work* by an act or omission of the *Consultant*, the *Owner*, or its employees or agents, contrary to the provisions of the *Contract Documents*, then, on *Notice* as required by GC 16.1.5, the *Contractor* shall be entitled to:
- (a) an extension of the *Contract Time*; and
 - (b) reimbursement by the *Owner* for directly related out of pocket additional costs reasonably and necessarily incurred by the *Contractor* as a result of such delay, plus payment of a markup of 10% on such costs shall be allowed for overhead, plus a further markup of 10% on the total of the foregoing shall be allowed for profit. No payment shall be made for lost opportunity or any other indirect cost.
- 16.1.2 If the *Contractor* is delayed in the performance of the *Work* by its own acts or omissions, or those of its employees, agents, or *Subcontractors*, then the *Contractor* shall not be entitled to any time extension or reimbursement as a result of such delay.
- 16.1.3 If the *Contractor* is delayed in the performance of the *Work* by any cause that is beyond the reasonable control of the *Contractor*, *Owner* or *Consultant*, including

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Abnormal Weather, labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound), fire, or unusual delay by common carriers, then, on *Notice* as required by GC 16.1.5, the *Contractor* shall be entitled to an extension of the *Contract Time*, but shall not be entitled to reimbursement of any costs.

- 16.1.4 If *Supplemental Instructions* are required and no schedule for the issuance of the *Supplemental Instructions* in question has been made under GC 3.2.3 then the *Contractor* shall not be entitled to claim any extension of the *Contract Time*, or payment of any delay costs because of a failure by the *Consultant* to furnish instructions until five (5) *Business Days* after written demand from the *Contractor* to the *Consultant* for such *Supplemental Instructions* has been made and then not unless such claim is reasonable. In such event, for the purposes of the calculation of any adjustment of the *Contract Time* or any adjustment to the *Contract Price*, and any delay, shall be considered not to have commenced until the end of the five (5) *Business Days*, or other reasonable period, as referred to above.
- 16.1.5 Regardless of the cause of a delay the *Contractor* shall give *Notice* of the delay to the *Consultant* immediately after the commencement of delay, or after the date when the delay reasonably should have been recognized, provided however, that in the case of a continuing cause of delay only one *Notice* of claim shall be necessary.
- 16.1.6 If the *Contractor* gives *Notice* of delay as provided by GC 16.1.5 then as part of the *Work* the *Contractor* shall keep records of all actual costs relating to the delay in accordance with the requirements of GC 12.2.4.
- 16.1.7 If the *Contractor* gives such *Notice* of claim to the *Consultant*, the *Consultant* shall promptly investigate such conditions and the provisions of GC 16.1.9 shall apply.
- 16.1.8 In no event shall the *Contractor* be entitled to any extension of the *Contract Time*, or increase in the *Contract Price* on account of any delay costs:
- (a) for any delay that occurs more than five (5) *Business Days* prior to the *Notice* referred to in GC 16.1.5;
 - (b) for any delay for which the *Contractor* has not kept and submitted the records in accordance with GC 12.2.4; or
 - (c) for any delay caused by any matter or condition that the *Contractor*, in proceeding with the *Work*, has covered or made inaccessible for investigation by the *Consultant*.
- 16.1.9 In the event of any delay the *Contractor* shall take all reasonable measures to minimize the effects and costs of the delay and this obligation shall be taken into account in the determination of the *Contractor's* entitlement to an extension of the *Contract Time* and reimbursement of delay costs.

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16.1.10 The *Consultant* shall not, except by *Notice* to the *Contractor*, stop or delay the *Work* pending instructions or proposed changes in the *Work*. During any such stoppage or delay the *Contractor* shall be responsible to protect the *Work* and, provided the *Contractor* prepares and submits records of the delay as specified in GC 12.2.4, the *Contractor* shall be entitled to an extension of the *Contract Time* and payment of reasonably incurred delay costs as set out in GC 16.1.1.

16.1.11 If the monies owing to the *Contractor* are less than the total amount owing by the *Contractor* to the *Owner* under Clause 1.4 of the *Agreement*, then any shortfall shall immediately, upon *Notice* from the *Owner*, and upon *Ready-for-Takeover*, be due and owing by the *Contractor* to the *Owner*.

16.1.12 Extensions to the *Contract Time* that are required because of *Changes* shall be calculated pursuant to GC 11.0 – *Changes in The Work*. Such time extensions shall not be considered delays and the provisions of this GC 16.0 – *Delays* shall not apply.

17.0 ACCELERATION**17.1 Acceleration**

17.1.1 If the *Consultant* determines that, because of the *Contractor's* acts or omissions, the progress of the *Work* is behind the *Contract Schedule*, or will not meet a *Milestone Date*, then the *Contractor* shall, upon *Notice* from the *Consultant*, at the *Contractor's* cost, take all reasonable measures to accelerate the *Work* so as to conform to the *Contract Schedule* and meet the *Milestone Date*.

17.1.2 If the *Consultant* determines that, because of reasons other than the *Contractor's* acts or omissions, the progress of the *Work* is behind the *Contract Schedule*, or will not meet a *Milestone Date*, or if the *Owner* desires to accelerate the *Work* to achieve early completion of the *Work*, then the *Contractor* shall, upon *Notice* from the *Consultant*, accelerate the *Work* as may be directed by the *Consultant*, at the *Owner's* cost. Such acceleration shall be a *Change* in accordance with GC 11.0 – *Changes in The Work*.

18.0 OWNER'S RIGHTS ON CONTRACTOR'S DEFAULT**18.1 Bankruptcy**

18.1.1 If the *Contractor* should be adjudged bankrupt or make a general assignment for the benefit of creditors because of the *Contractor's* insolvency or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may without prejudice to any other right or remedy, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice*, immediately terminate the *Contract*.

18.2 Default

18.2.1 If the *Contractor* neglects to perform the *Work* properly, or otherwise fails to comply with the requirements of the *Contract* to a substantial degree or at all, as

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determined in the *Owner's* sole discretion, the *Owner* may notify the *Contractor* in writing that the *Contractor* is in default of the *Contractor's* contractual obligation and instruct the *Contractor* to correct the default within five (5) *Business Days* following receipt of such *Notice*.

18.2.2 If the default cannot be corrected in five (5) *Business Days* or in such other time as may be agreed in writing between the *Owner* and the *Contractor*, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:

- (a) commences the correction of the default within the specified time,
- (b) provides the *Owner* with an acceptable and reasonable schedule for such corrections, and
- (c) corrects the default in accordance with the *Contract* terms and with such schedule.

18.2.3 If the *Contractor* fails to correct the default in the time specified or in such other time as may be agreed in writing between the *Owner* and *Contractor*, without prejudice to any other right or remedy the *Owner* may have, including, but not limited to, the *Owner's Remedies*, the *Owner* may:

- (a) Correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* provided the *Consultant* has certified such cost to the *Owner* and *Contractor*, or
- (b) Terminate the *Contractor's* right to continue with the *Work* in whole or in part or terminate the *Contract*.

18.3 Termination

18.3.1 If the *Owner* terminates the *Contract* as provided in GC 18.1 or 18.2, the *Owner* shall be entitled to:

- (a) take possession of the *Work* and materials at the *Place of the Work* subject to the rights of third parties, utilize the equipment at the *Place of the Work* and finish the *Work* by whatever means the *Owner* may consider appropriate, but without undue delay or expense;
- (b) withhold further payment to the *Contractor* until a final *Payment Certificate* is issued;
- (c) charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant's* additional services and a reasonable allowance as determined by the *Consultant* for costs of corrections to *Work* performed by the *Contractor* that may be required under GC 28.0 – Maintenance Period, exceeds the unpaid balance of the *Contract Price*. However, if such cost of finishing the *Work* is less than the unpaid balance

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of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference;
and

- (d) on expiry of the *Maintenance Period*, charge the *Contractor* the amount by which the cost of corrections to the *Contractor's* work under GC 28.0 – *Maintenance Period* exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.

18.3.2 The *Contractor's* obligation under the *Contract* as to quality, correction, and warranty of the *Work* performed by the *Contractor* up to the time of termination shall continue after such termination of the *Contract*.

19.0 CONTRACTOR'S RIGHTS ON OWNER'S DEFAULT**19.1 Bankruptcy**

19.1.1 If the *Owner* should be adjudged bankrupt or bankrupt or make a general assignment for the benefit of creditors because of the *Owner's* insolvency or if a receiver is appointed because of the *Owner's* insolvency, the *Contractor* may without prejudice to any other right or remedy, by giving the *Owner* or receiver or trustee in bankruptcy *Notice*, immediately terminate the *Contract*.

19.2 Suspended Work

19.2.1 If the *Work* is suspended or otherwise delayed for a period of twenty (20) *Business Days* or more under an order of a court or other public authority and provided that such order was not issued as a result of an act or default of the *Contractor*, or any act of default of anyone directly or indirectly engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by *Notice* to the *Owner*.

19.3 Default

19.3.1 The *Contractor* may send *Notice* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner's* contractual obligations if:

- (a) the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by adjudication, arbitration, or court;
- (b) the *Consultant* fails to issue a *Payment Certificate* as provided by GC 21.0 – *Payment*; or
- (c) the *Owner* fails to execute the *Contract Documents* in accordance with GC 2.1.1.

19.4 Termination

19.4.1 The *Contractor's* *Notice* to the *Owner* provided under GC 19.3 shall advise that if the default is not corrected within five (5) *Business Days* following receipt of the

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Notice, the *Contractor* may without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.

- 19.4.2 If the *Contractor* terminates the *Contract* under the conditions of GC 19.0 – Contractor's Rights on Owner's Default, the *Contractor* shall be entitled to be paid for all *Work* including reasonable profit, for loss sustained upon materials and equipment, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*. Notwithstanding the foregoing, the *Contractor* shall not be entitled to make a claim for damages relating to lost opportunity if the *Contractor* terminates the *Contract* pursuant to GC 19.0 – Contractor's Rights on Owner's Default.

20.0 DISPUTES**20.1 Disputes**

- 20.1.1 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* in writing of such *Dispute*.

20.2 Adjudication

- 20.2.1 Nothing in this *Contract* precludes, or shall be deemed to preclude, a party from exercising the adjudication provisions in the *Payment Legislation* (if applicable).

20.3 Authority of the Consultant

- 20.3.1 *Disputes* which are not resolved in the first instance by findings of the *Consultant* as provided in GC 3.0 – Consultant, shall be settled in accordance with the requirements of GC 20.0 – Disputes.

- 20.3.2 If a *Dispute* arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in GC 20.3.3 and GC 20.4.3 to GC 20.4.8, and in GC 20.5 apply to that *Dispute* with the necessary changes to detail as may be required.

- 20.3.3 If a *Dispute* is not resolved promptly, the *Consultant* shall give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the *Dispute*. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents*, correctly understood and interpreted, would have required, including costs resulting from interruption of the *Work*.

20.4 Negotiation, Mediation, and Arbitration

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- 20.4.1 In accordance with the rules for mediation as provided in CCDC 40 Rules for Mediation and Arbitration of Construction Industry Disputes in effect at the Agreement date, the parties shall appoint a project mediator:
- (a) within twenty (20) *Business Days* after the *Contract* is awarded, or
 - (b) if the parties neglected to make an appointment within the twenty (20) *Business Day* period, within ten (10) *Business Day* after either party by *Notice* in writing requests that the project mediator be appointed.
- 20.4.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 3.0 – Consultant and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within fifteen (15) *Business Days* after receipt of that finding, the party sends a *Notice* in writing of *Dispute* to the other party and to the *Consultant*, which contains the particulars of the matter in *Dispute* and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice* in writing of reply to the *Dispute* within ten (10) *Business Days* after receipt of the *Notice of Dispute* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 20.4.3 The parties shall make all reasonable efforts to resolve their *Dispute* by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information, and documents to facilitate these negotiations.
- 20.4.4 After a period of ten (10) *Business Days* following receipt of a responding party's *Notice* in writing of reply under GC 20.4.2, the parties shall request the project mediator to assist the parties to reach agreement on any unresolved *Dispute*. The mediated negotiations shall be conducted in accordance with the rules for mediation as provided in CCDC 40 Rules for Mediation and Arbitration of Construction Industry Disputes in effect at the Agreement date
- 20.4.5 If the *Dispute* has not been resolved within ten (10) *Business Days* after the project mediator was requested under GC 20.4.4, or within such further period agreed by the parties, the project mediator shall terminate the mediated negotiations by giving *Notice* in writing to both parties.
- 20.4.6 By giving a *Notice* in writing to the other party, not later than ten (10) *Business Days* after the date of termination of the mediated negotiations under GC 20.4.5, either party may refer the *Dispute* to be finally resolved by arbitration in accordance with the rules for arbitration as provided in CCDC 40 Rules for Mediation and Arbitration of Construction Industry Disputes in effect at the Agreement date. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 20.4.7 On expiration of the ten (10) *Business Days*, the arbitration agreement under GC 20.4.6 is not binding on the parties and, if a *Notice* is not given under GC 20.4.6 within the required time, the parties may refer the unresolved *Dispute* to the courts

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or to any other form of *Dispute* resolution, including arbitration, which they have agreed to use.

20.4.8 If neither party requires by *Notice* in writing given within ten (10) *Business Days* of the date of *Notice* requesting arbitration in GC 20.4.6 that a *Dispute* be arbitrated immediately, all *Disputes* referred to arbitration as provided in GC 20.4.6 shall be

- (a) held in abeyance until:
 - (i) *Ready-for-Takeover* has been achieved,
 - (ii) the *Contract* has been terminated, or
 - (iii) the *Contractor* has abandoned the *Work*,
whichever is earlier, and
- (b) consolidated into a single arbitration under the rules governing the arbitration under GC 20.4.6.

20.5 Retention of Rights

20.5.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notices* required under GC 20.0 – *Disputes* and has carried out the instructions as provided in GC 20.4.2.

20.5.2 Nothing in GC 20.0 – *Disputes* shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under GC 20.4.6 to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

21.0 PAYMENT

21.1 Payment Certificates

21.1.1 Each month the *Contractor* shall prepare a payment application in accordance with the *Contract Documents*.

21.1.2 Except for materials or products which are identified in the *Contract Documents* as being “Supply Only” or are authorized under GC 11.0 – *Changes in The Work*, payments shall not be made for materials or products purchased by the *Contractor* but not incorporated in to the *Work* at the *Place of the Work*.

21.1.3 The *Consultant* will prepare a *Payment Certificate* in accordance with the requirements of the *Contract Documents* and will set out:

- (a) the total quantity, or the percent complete, for each pay *Item*;
- (b) all holdback amounts, if any;

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- (c) the total amount owing by the *Owner* to the *Contractor*;
 - (d) any damages as per Clause 1.4 of the Agreement or other deductions; and
 - (e) set offs permitted by the *Contract Documents*.
- 21.1.4 The *Contractor* shall provide the *Consultant* an invoice based on the *Payment Certificate* accompanied by all other documents required in the *Contract Documents* and the *Payment Legislation*, if applicable.
- 21.2 Set-offs
 - 21.2.1 Lien Holdback: The *Owner* shall:
 - (a) hold back 10%, or other percentage as required by the *Lien Legislation*, of any amounts due to the *Contractor* as a lien holdback;
 - (b) if the *Place of the Work* is a highway then notwithstanding that a lien cannot be registered against the *Place of the Work*, hold back the percentage that would have been required as if the *Lien Legislation* applies, of any amounts due to the *Contractor* as a lien holdback, on the same conditions as though such hold back was a requirement of the *Lien Legislation*, including making payment from such holdback directly to *Subcontractors*; and
 - (c) if the *Place of Work* is on First Nations reserve lands, then notwithstanding that a lien cannot be registered against the *Place of Work*, the hold back requirements and procedures as set out in the *Lien Legislation*, including making payment from such holdback directly to *Subcontractors*, will apply.
 - 21.2.2 Defects and Deficiencies: In addition to other holdbacks as provided by the *Contract Documents*, the *Owner* may hold back from payments otherwise due to the *Contractor* 200% of a reasonable amount, as determined by the *Consultant*, on account of deficient or defective *Work* already paid for. This holdback may be held, without interest, until such deficiencies and/or defects are remedied. The items of defect or deficiency and the amounts of related holdback shall be listed separately on the *Payment Certificate*.
 - 21.2.3 Incomplete *Work*: If after *Ready-for-Takeover* is achieved the *Contractor* is unable to complete any of the *Work* because of *Abnormal Weather* or other conditions beyond the *Contractor's* reasonable control then the *Owner* may hold back from payments otherwise due to the *Contractor* the amount as estimated by the *Consultant* in consultation with the *Contractor* by which the cost to have others complete the *Work* exceeds the estimated *Contract Price* for such *Work*.
 - 21.2.4 Filed Liens: The *Owner* may, in addition to other holdbacks as provided by the *Contract Documents*, withhold an amount equal to any lien which has been filed with respect to the *Work*. The *Owner* may pay such withheld amount into court to

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discharge the lien. If the lien is discharged without payment of the withheld amount into court, then the *Owner* shall pay such withheld amount to the *Contractor*, without interest, provided that such amount is due and owing to the *Contractor*.

21.3 Payment

21.3.1 Subject to GC 21.3.3, the net amount shown for payment on an invoice shall be due and payable to the *Contractor* on or before the 28th day after the issuance of the invoice, or as required by the *Payment Legislation*.

21.3.2 The payment by the *Owner* of any monthly or other payment shall not bind the *Owner* with respect to any subsequent payment or the final progress payment, but shall be taken as approximate only, and shall not mean or be construed to mean, that the *Owner* has accepted *Work* that is not in accordance with the requirements of the *Contract Documents*, or that the *Contractor* is in any manner released from its obligation to comply with the *Contract Document*.

21.3.3 If for any reason the *Owner* disputes the net amount shown for payment on a *Payment Certificate* the *Owner* shall, within the time specified in the *Contract Documents*:

- (a) pay to the *Contractor* any amount not disputed and also deliver to the *Contractor* and the *Consultant* written reasons for any deductions.

22.0 TAXES, DUTIES AND ROYALTIES

22.1 Taxes

22.1.1 Unless otherwise provided herein, the *Contractor* shall pay all government sales, customs duties or excise taxes in force at the date of the *Agreement*, provided that any increase or decrease in such taxes following the date of the *Contract* shall increase or decrease the *Contract Price* accordingly.

22.1.2 The *Contractor* shall not include *Value Added Taxes* in any of prices or listed prices for labour and equipment. *Value Added Taxes* will be added to the payable amount of each *Payment Certificate*.

22.1.3 If an exemption, rebate, or recovery of any taxes is available with respect to the *Contract*, then the *Owner* and *Contractor* shall reasonably cooperate so as to obtain such exemption, rebate, or recovery regardless of which party may benefit.

22.2 Royalties and Patents

22.2.1 The *Contractor* shall pay all royalties and license fees. The *Contractor* shall defend all suits or claims for infringement of any patent, trade-mark, copyright, or other intellectual property rights and shall save the *Owner* harmless from loss on account thereof, except that the *Owner* shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the *Contractor* has information that the process or article specified

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is an infringement of a patent they shall be responsible for such loss unless they promptly gives such information to the *Consultant*.

23.0 LAWS, NOTICES, PERMITS, AND FEES**23.1 Right-of-Way**

23.1.1 Rights-of-Way for the *Work* will be arranged for or provided by the *Owner*. The *Contractor* shall have the free use of these rights-of-ways for purposes necessary or incidental to this *Contract*, subject to regulations, specified restrictions, or restrictions which may be issued from time to time by the *Consultant*. Any such use shall not interfere with or impede the operations of any *Other Contractor* or workers employed by the *Owner*.

23.2 Permits, Notices, Laws, Rules

23.2.1 The *Contractor* shall apply and pay for all necessary permits or licences required for the construction of the *Work* (but this shall not include the obtaining of permanent easements or rights of servitude). The *Contractor* shall give all necessary notices and pay all fees required by law and comply with *Construction Laws* in force at the date of the *Contract*.

23.2.2 If the *Contract Documents* conflict with any *Construction Laws*, any resulting additional expense incurred by the *Contractor* shall constitute a *Change*.

23.2.3 If the *Contractor* is aware or becomes aware that the *Contract Documents* conflict with any *Construction Laws* the *Contractor* shall immediately notify the *Consultant* in writing, requesting instructions as to required *Changes*. If the *Contractor* fails to notify the *Consultant* and performs *Work* that the *Contractor* should reasonably have known was contrary to *Construction Laws* or an authority having jurisdiction, then the *Contractor* at its expense shall remove the non-conforming *Work* and bear all resultant costs, expenses, and damages.

23.2.4 The *Contractor* shall have due regard for protection of the environment in the performance of the *Work* and shall perform the *Work* in accordance with all applicable Federal, Provincial, and Municipal environmental laws and regulations.

24.0 OCCUPATIONAL HEALTH AND SAFETY REGULATIONS**24.1 Occupational Health and Safety Regulations**

24.1.1 Commencing on the date of the *Notice to Proceed* and until such time as the *Contractor* has achieved *Total Performance* of the *Work*, the *Contractor* shall be the *Prime Contractor* and accordingly shall comply with all resulting requirements and obligations including the coordination of all health and safety activities of all employers at the *Place of the Work* and complying with the obligations of a *Prime Contractor* for a multi-employer workplace as prescribed by the applicable legislation and regulations.

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- 24.1.2 The *Contractor* shall indemnify the *Owner* for any costs, fines, expenses, and penalties that the *Owner* is required to pay on account of the *Contractor* performing the *Work* in breach of any *Construction Laws*, the *Workers' Compensation Act*, the *Occupational Health and Safety Act*, or any order or regulation thereto.
- 24.1.3 If at any time the performance of the *Work* is stopped because the *Contractor* unreasonably fails or refuses to comply with a regulation or order issued pursuant to any *Construction Laws*, the *Workers' Compensation Act*, or the *Occupational Health and Safety Act*, then such failure or refusal shall be considered a default under this *Contract* and the provisions of GC 18.2 shall apply.

25.0 INDEMNIFICATION AND WAIVER**25.1 Indemnification**

- 25.1.1 Each party (the "*Indemnifying Party*") shall at all times and without limitation, indemnify and save harmless the other party (the "*Indemnified Party*"), its insurers, directors, officers, employees, contractors, agents, and representatives from and against all liabilities, losses, costs, damages, legal fees (on a solicitor and its own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands, and proceedings, all of whatever nature and kind which any of the *Indemnified Party*, its insurers, directors, officers, employees, contractors, agents, and representatives may sustain, pay or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, relating to, resulting from or arising out of all or any of the following:
- (a) the misconduct, negligent action or negligent failure to act, as the case may be, of the *Indemnifying Party* and/or any of those persons for whom the *Indemnifying Party* is responsible at law (including, without limitation, any of its employees or *Subcontractors*);
 - (b) the costs of repairs, clean-up, or restoration paid by the *Indemnified Party* and any fines levied against the *Indemnified Party* or the *Indemnifying Party*;
 - (c) any breach, violation, or non-performance of any representation, warranty, obligation, covenant, condition, term or agreement in this *Contract* set forth and required on the part of the *Indemnifying Party* to be fulfilled, kept, observed or performed, as the case may be; or
 - (d) any damages to third parties caused by, resulting at any time from, arising out of or in consequence of the misconduct, negligent action, or negligent failure to act of the *Indemnifying Party*, breach of *Contract* by the *Indemnifying Party*, and/or any of those persons for whom the

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Indemnifying Party (including, without limitation, any of its employees or *Subcontractors*).

25.1.2 The provisions of GC 25.0 – Indemnification are in addition to and shall not prejudice any other rights of the parties at law or in equity. GC 25.0 – Indemnification shall survive the termination or expiry of this *Contract* for any reason whatsoever.

25.1.3 Claims under GC 25.0 – Indemnification shall be made in writing to the party liable within a reasonable time after the first observance of such damages, and not later than the time of *Contract Acceptance Certificate*, except as otherwise stipulated in the case of faulty work or materials, and may be adjusted by agreement or in the manner set out in GC 20.0 – Disputes, and the party reimbursing the other party as aforesaid shall there upon 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.

25.1.4 Should the *Contractor* cause damage to any *Other Contractors* on the work being performed by *Other Contractors*, the *Contractor* agrees upon due notice to settle with such *Other Contractor* by agreement or arbitration, if the *Other Contractor* will so settle. If such *Other Contractor* brings legal action against the *Owner* on account of any damage alleged to have been so sustained the *Owner* shall notify the *Contractor* who shall defend such proceedings at the *Contractor's* expense and if any final order or judgment against the *Owner* arises therefrom the *Contractor* shall pay or satisfy it and pay all costs incurred by the *Owner*, provided that if the *Contractor* becomes liable to pay or satisfy any final order or judgment against the *Owner* then the *Contractor* shall have the right, upon undertaking to indemnify the *Owner* against any and all liability of costs, to appeal in the name of the *Owner* such final order or judgment to any and all courts of competent jurisdiction.

25.2 Waiver of Claims

25.2.1 The *Contractor's* application for a *Takeover Certificate* shall constitute a waiver and release by the *Contractor* of any and all claims arising out of or relating to the *Contract* to the date of the application for the *Takeover Certificate*. This waiver shall include without limitation those that might arise from the negligence or breach of *Contract* by the *Owner*, the *Consultant*, and their respective employees, agents, officers, and consultants, but does not include claims made by the *Contractor* in writing prior to such application in accordance with the provisions of the *Contract Documents* and delivered to the *Consultant* prior to the date of the application for the *Takeover Certificate* and still unsettled.

25.2.2 The *Contractor's* application for the *Certificate of Total Performance* shall constitute a waiver and release by the *Contractor* of any and all claims arising out of or relating to the *Contract* that have arisen between the date of *Ready-for-Takeover* and the date of *Total Performance*. This waiver shall include those that might arise from the negligence or breach of *Contract* by the *Owner*, the *Consultant*, and their respective employees, agents, officers, and consultants, but

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does not include claims made by the *Contractor* in writing prior to such application in accordance with the provisions of the *Contract Documents* and delivered to the *Consultant* and still unsettled.

25.2.3 The *Consultant's* issuance of a *Takeover Certificate* shall constitute a waiver and release by the *Owner* of all claims for set-off amounts, back charges, or other such amounts that are known or reasonably should be known to the *Owner* at the time of the issuance of such Certificate and that the *Owner* might claim relating to the *Contract*, except for claims made by the *Owner* in writing in accordance with the provisions of the *Contract Documents* and delivered to the *Contractor* prior to the issuance of the *Takeover Certificate* and still unsettled. For certainty, nothing in GC 25.2.3 and GC 25.2.4 shall be interpreted or construed to mean that the *Owner* in any way waives any warranty rights or in any way releases the *Contractor* from the *Contractor's* obligation to perform the *Work* in accordance to the *Contract Documents* and this GC 25.2.3 and GC 25.2.4 shall not be construed as limitation on the *Owner's* rights to claim damages from the *Contractor* arising from any failure by the *Contractor* to perform the *Work* as required by the *Contract Documents*.

25.2.4 The provisions of GC 25.2.3 apply in the same way to the *Consultant's* issuance of the *Certificate of Total Performance* such that claims by the *Owner* that had arisen between the date of *Ready-for-Takeover* and the date of *Total Performance* are waived, except for claims made by the *Owner* in writing and delivered to the *Contractor* prior to the issuance of the *Certificate of Total Performance* and still unsettled.

26.0 INSURANCE

26.1 Without restricting the generality of GC 25.0 – Indemnification and Waiver, the *Contractor* shall provide and maintain, either by way of a separate policy or by an endorsement to its existing policy, insurance in accordance with Schedule 4.

27.0 PROJECT COMPLETION**27.1 Ready-For-Takeover**

27.1.1 The prerequisites to attaining *Ready-for-Takeover* of the *Work* are limited to the following:

- (a) The *Consultant* has certified or verified *Substantial Performance*; and
- (b) The *Work* is ready for its intended purpose, as detailed in Schedule 7 of the Agreement.

27.1.2 If any prerequisites set forth in GC 27.1.1 must be deferred because of conditions reasonably beyond the control of the *Contractor*, or by agreement between the *Owner* and the *Contractor* to do so, *Ready-for-Takeover* shall not be delayed.

27.1.3 When the *Contractor* considers that the *Work* is *Ready-for-Takeover*, the *Contractor* shall deliver to the *Consultant* and to the *Owner* a written application

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for a *Takeover Certificate*. The application for a *Takeover Certificate* will include the following:

- (a) a comprehensive list of items to be completed or corrected, failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*;
- (b) a copy of the Certificate of *Substantial Performance* issued in accordance with the *Lien Legislation*;
- (c) a sworn declaration on CCDC form 9A complete with copyright seal, that all amounts relating to the *Work*, due and owing as of the end of the month covered by the previous *Payment Certificate* to third parties including all *Subcontractors* and suppliers, have been paid; and
- (d) documentation satisfactory to the *Owner* showing compliance with *Workers' Compensation Act* and the *Occupational Health and Safety Act* requirements.

27.1.4 The *Consultant*, no later than ten (10) *Business Days* after the receipt of an application from the *Contractor* requesting a *Certificate of Takeover*, shall make an inspection and assessment of the *Work* to verify the validity of the application, and either:

- (a) advise the *Contractor* in writing that the *Work* is not *Ready-for-Takeover* and give reasons why, or
- (b) confirm the date of *Ready-for-Takeover* in writing to each of the *Owner* and the *Contractor*.

27.1.5 Immediately following the issuance of a *Takeover Certificate*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for *Total Performance*.

27.1.6 In the event that the *Consultant* and/or the *Owner* and the *Contractor* disagree as to the achievement by the *Contractor* of *Ready-for-Takeover*, such disagreement shall constitute a *Dispute* and shall be dealt with in accordance with GC 20.0 – *Disputes*.

27.2 Total Performance

27.2.1 The *Contractor* shall ensure that all *Work* is protected until the *Total Performance* of the *Work* and shall be responsible for the correction of defects in it regardless of whether or not they were apparent when the *Takeover Certificate* was issued.

27.2.2 *Total Performance* shall not be attained until the *Contractor* has removed all products, materials, equipment, and waste as referred to in GC 4.12.2.

27.2.3 When the *Contractor* considers that *Total Performance* has been achieved, the *Contractor* shall deliver to the *Consultant* and to the *Owner* a written application for a *Certificate of Total Performance*.

GENERAL CONDITIONS

27.2.4 The *Consultant*, no later than ten (10) *Business Days* after the receipt of an application from the *Contractor* requesting a *Certificate of Total Performance*, shall make an inspection and assessment of the *Work* to verify the validity of the application, and either:

- (a) issue the *Certificate of Total Performance*, or
- (b) if the *Consultant* decides that the conditions of *Total Performance* have not been achieved, consult with the *Contractor* and advise the *Contractor* of the deficiencies in the *Work* that must be corrected or completed to achieve *Total Performance*.

27.2.5 The *Contractor* may, after performing the required *Work*, re-apply for the *Certificate of Total Performance*, and the provisions of GC 27.2.4 and GC 27.2.6 shall apply to the re-application.

27.2.6 An application for a *Certificate of Total Performance* by the *Contractor* shall be accompanied by:

- (a) a sworn declaration in a form acceptable to the *Consultant* that all amounts relating to the *Work*, due and owing as of the end of the month covered by the previous *Payment Certificate* to third parties including all *Subcontractors* and suppliers, have been paid; and
- (b) documentation satisfactory to the *Owner* showing compliance with *Workers' Compensation Act* and the *Occupational Health and Safety Act* requirements.

28.0 MAINTENANCE PERIOD

28.1 Correction after Completion

28.1.1 Subject to the Specifications, the *Contractor* shall, at the *Contractor's* own expense, promptly correct any defects or deficiencies in the *Work* that appear prior to and during the period of two years from the date of the *Takeover Certificate*, or such longer periods as may be specified in the *Contract Documents* (the "*Maintenance Period*") and shall pay for any damage to *Other Work* resulting therefrom which appears within such period and neither the *Certificate of Total Performance* nor payment thereunder shall relieve the *Contractor* from responsibility.

28.1.2 The *Owner* shall give *Notice* of observed defects promptly.

28.1.3 The *Contractor* shall reimburse the *Owner* for *Consultant* services related to the correction of the defects during the *Maintenance Period*.

28.1.4 This GC shall not be deemed to restrict any liability of the *Contractor* arising out of any law.

28.2 Commencement of Maintenance Period

GENERAL CONDITIONS

28.2.1 The *Maintenance Period* shall not begin to run with respect to any deficiencies remaining at the time of *Ready-for-Takeover*. The *Maintenance Period* for any deficiencies or defects in the *Work* that are made good during the *Maintenance Period*, shall commence from the time when the *Owner* or the *Owner's* authorized representative accepts or reasonably should have accepted such completion, or remedial *Work*.

28.3 *Contract Acceptance Certificate*

28.3.1 Upon the expiration of the *Maintenance Period* and the successful conclusion of tests and satisfactory performance under operating conditions meeting the performance warranty or the requirements of maintenance, as the case may be, the *Owner*, or the *Consultant* on its behalf, shall accept the *Work* whereupon the *Contract Acceptance Certificate* shall be issued.

28.3.2 No certificate other than the *Contract Acceptance Certificate* shall be deemed to constitute acceptance of any *Work* or other matter in respect of which it is issued or be taken as an acceptance of the due performance of the *Contract* or of any part thereof, or the accuracy of any claim or demand by the *Contractor* or of additional or varied *Work* having been ordered by the *Owner* nor shall any other certificate conclude or prejudice any of the powers of the *Consultant*.

29.0 **EARLY USE OF THE WORK**

29.1 Use of Completed Portions

29.1.1 The *Owner* shall have the right to take possession of, and use any completed or partially completed portions of the *Work*, notwithstanding the time for completing the entire *Work* or such portions as may not have expired, but such taking possession of and use shall not be deemed an acceptance of any *Work* not completed in accordance with the *Contract Documents*.

29.1.2 If early use of the *Work* not specifically identified in the *Contract Documents* increases the cost of or delays the *Work*, the *Contractor* shall be entitled to compensation in accordance with GC 12.2.

29.1.3 If the *Owner* does take possession and begin to use a portion of the *Work* before *Ready-for-Takeover* is achieved, then a *Takeover Certificate* will be issued in accordance with GC 27.1 and the *Maintenance Period* shall commence to run from the date of the *Takeover Certificate* with respect to such portions.

END OF SECTION

SUPPLEMENTARY GENERAL CONDITIONS

UNIT PRICE CONTRACT
TOWN OF OKOTOKS
FOOTHILLS OKOTOKS REGIONAL WATER PROJECT
PIPELINE PHASE 1

SUPPLEMENTARY GENERAL CONDITIONS

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The following Supplementary General Conditions included in this section of the *Contract Documents* are modifications or additions.

END OF SECTION

SUPPLEMENTARY SPECIFICATIONS

UNIT PRICE CONTRACT
TOWN OF OKOTOKS
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SUPPLEMENTARY SPECIFICATIONS

The following Supplementary Specifications included in this section of the *Contract Documents* are modifications or additions.

END OF SECTION

GENERAL REQUIREMENTS

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TOWN OF OKOTOKS
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MEASUREMENT AND PAYMENT

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1.0 INSERT MEASUREMENT AND PAYMENT SECTION HERE

END OF SECTION

SAMPLE

PAYMENT PROCEDURES

1.0 PROGRESS PAYMENT PROCEDURE

- 1.1 *Contractor* to provide a payment application by the 30th day of each month for *Work* completed up to, and including, the 25th day of month.
- 1.2 The payment application must include by the following:
 - 1.2.1 the total quantity, or the percent complete, for each pay *Item* for which payment is being requested;
 - 1.2.2 a marked up drawing generally indicating the areas of work that are being claimed on the payment application; and
 - 1.2.3 all documentation, as required by the *Contract Documents*, in support of the completed *Work*, materials, and products covered by the payment application including inspection reports, invoices, weigh tickets, and daily *Force Account* records.
- 1.3 *Consultant* will issue a *Payment Certificate* within five (5) *Business Days*. If the *Consultant* does not agree with the *Contractor* regarding any aspect of the payment application, then the *Consultant* shall:
 - 1.3.1 advise the *Contractor* of the reasons for the disagreement; and then
 - 1.3.2 issue the *Payment Certificate* in the amounts the *Consultant* determines are correct.
- 1.4 Following the issuance of the *Payment Certificate*, the *Contractor* is to provide an invoice, with the current date, that, where applicable, meets the requirements of the *Payment Legislation*, and is accompanied by the following:
 - 1.4.1 Copy of the *Payment Certificate* issued by the *Consultant*;
 - 1.4.2 A sworn declaration, on CCDC form 9A complete with copyright seal, that all amounts relating to the *Work*, due and owing as of the end of the month covered by the previous *Payment Certificate* to third parties including all *Subcontractors* and suppliers, have been paid; and
 - 1.4.3 Documentation, satisfactory to the *Owner*, showing compliance with *Workers' Compensation Act* and the *Occupational Health and Safety Act* requirements.

2.0 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF WORK

- 2.1 After issuance of certificate of *Substantial Performance*, the *Contractor* is to submit an application for payment of the holdback amount in accordance with Article 1.0 of this section.
- 2.2 The amount in the *Payment Certificate* for payment of holdback amount is due and payable on day following expiration of holdback period stipulated in the *Lien Legislation*.

PAYMENT PROCEDURES

3.0 PROGRESSIVE RELEASE OF HOLDBACK

3.1 Release of Holdback for Subcontracts

- 3.1.1 Where *Lien Legislation* permits, the *Contractor* may make a written request to the *Consultant* for a progressive release of holdback associated with the *Work* of a *Subcontractor* or supplier that has been performed prior to *Substantial Performance*. The written request should contain enough information for the *Consultant* to reasonably verify that substantial performance of the subcontract has been achieved and the value of the holdback associated with the subcontract.
- 3.1.2 If the *Consultant* has verified that the *Work* of a *Subcontractor* or supplier has been substantially performed, the *Owner* shall pay the holdback amount retained for such subcontract *Work*, or products supplied by such supplier, on the day following expiration of holdback period for such *Work* stipulated in the *Lien Legislation*.
- 3.1.3 In addition to provisions of preceding paragraphs, ensure that such subcontract *Work* or products are protected pending issuance of the *Certificate of Total Performance* and be responsible for correction of defects or *Work* not performed regardless of whether or not such was apparent when such certificates were issued.

3.2 Annual Holdback Release

- 3.2.1 Where *Lien Legislation* permits, the Lien Holdback retained to December 25th of each year will be released on the *Payment Certificate* along with *Work* completed to February 25th.
- 3.2.2 The procedures described in Article 1.0 of this section apply the to the Annual Holdback Release.

END OF SECTION

PROJECT MEETINGS

1.0 PRE-CONSTRUCTION MEETING

- 1.1 Following issuance of the *Notice to Proceed*, the *Consultant* will request a pre-construction meeting of the parties to the *Contract* to discuss and resolve administrative procedures and responsibilities.
- 1.2 Representatives of the *Owner*, *Consultant*, *Contractor*, any major *Subcontractors*, field inspectors, supervisors, and surveyors shall be in attendance.
- 1.3 After the time and location of this meeting has been established, the *Contractor* shall notify all concerned parties a minimum four days before the meeting.
- 1.4 The *Consultant* shall chair and record discussions and decisions and circulate the meeting notes to all parties concerned.

2.0 PROGRESS MEETINGS

- 2.1 The *Consultant* shall schedule and administer progress meetings throughout the progress of the *Work*, as required.
- 2.2 Representatives of the *Contractor*, and any *Subcontractors* and Suppliers attending meetings, must be qualified and authorized to act on behalf of the party each represents.

END OF SECTION

SCHEDULES, PROGRESS REPORTS

1.0 SCHEDULES

- 1.1 Within ten (10) days after receipt of *Notice* of award, prepare and submit a detailed schedule for review by the *Consultant*. The schedule shall be in electronic form and prepared using Microsoft Project or Microsoft Excel software. The *Consultant* may require the use of Critical Path schedule methodology for complex projects.
- 1.2 Schedule shall show dates of commencement and completion of various parts of the *Work*, to the satisfaction of the *Consultant*.
- 1.3 All orders for materials shall be placed in ample time for adherence to the schedule.
- 1.4 Make special note of those times when extra work shifts are required to complete the *Work*.
- 1.5 Prepare definitive schedules for the following specific items:
 - 1.5.1 Schedule of all *Shop Drawings* required
 - 1.5.2 Schedule of material deliveries
 - 1.5.3 Schedule of construction phases
 - 1.5.4 Schedule of street closures and/or lane closures
- 1.6 *Work* may be carried out on Sundays except where prohibited by local bylaws or regulations.
- 1.7 If the *Contractor* desires to work on any day which is a statutory legal holiday the *Contractor* shall notify the *Consultant*, in writing, at least five (5) days in advance of such holiday, stating those places where such *Work* will be conducted. If the *Contractor* fails to give *Notice* in advance of any proposed work on a holiday, such failure shall be considered as a notification that no *Work* requiring the presence of the *Consultant* or their representative will be undertaken.

2.0 PROGRESS REPORTS

- 2.1 Maintain an accurate record of the progress of the *Work*. Submit weekly to the *Consultant*.
- 2.2 The record shall state dates of commencement and percentage of *Work* completed for the different parts of the *Work* and shall include particulars regarding daily weather conditions, number of workers on site, percentage of *Work* completed weekly and shall relate to the schedule.

END OF SECTION

SUBMITTAL PROCEDURES

1.0 SHOP DRAWINGS

- 1.1 *Shop Drawings* are to clearly indicate materials, methods of construction and attachment of anchorage, erection diagrams, connections, explanatory notes and other information necessary for completion of the *Work*. Where articles or equipment attach or connect to other articles or equipment, clearly indicate that all such attachments and connections have been properly coordinated, regardless of the trade under which the adjacent articles or equipment will be supplied and installed. *Shop Drawings* are to indicate their relationship to the *Contract Drawings* and specifications. Notify the *Consultant* in writing of any deviations in *Shop Drawings* from the requirements of the *Contract Documents*.
- 1.2 *Shop Drawings* not stamped, signed, and dated by the *Contractor* will be returned without being reviewed and will be stamped "Re-submit".
- 1.3 Failure to submit *Shop Drawings* in a timely manner shall not to be considered sufficient reason for an extension to the *Contract Time*.
- 1.4 *Shop Drawings* to be submitted to the *Consultant* electronically in a method and format acceptable to the *Consultant*.
- 1.5 *Shop Drawings* will be returned to the *Contractor* with one of the following notations:
 - 1.5.1 When stamped "NO EXCEPTIONS TAKEN", distribute additional copies as required for execution of the *Work*.
 - 1.5.2 When stamped "REVIEWED AS MODIFIED - PROCEED", ensure that all copies for use are modified and distributed, same as specified for "NO EXCEPTIONS TAKEN".
 - 1.5.3 When stamped REVISE & RE-SUBMIT", make the necessary revisions, as indicated, consistent with the *Contract Documents* and submit again for review.
 - 1.5.4 When stamped "NOT REVIEWED", submit other drawings, brochures, etc. for review consistent with the *Contract Documents*.
 - 1.5.5 Only *Shop Drawings* bearing "NO EXCEPTIONS TAKEN" or "REVIEWED AS MODIFIED - PROCEED" shall be used on the *Work* unless otherwise authorized by the *Consultant*.
- 1.6 After submittals are stamped "NO EXCEPTIONS TAKEN" or "REVIEWED AS MODIFIED - PROCEED", no further revisions are permitted unless re-submitted to the *Consultant* for further review.
- 1.7 Any adjustments made on *Shop Drawings* by the *Consultant* are not an authorization to change the *Contract Price*. If it is considered that such adjustments affect the *Contract Price*, the *Contractor* shall clearly state as such, in writing, and obtain the *Owner's* agreement prior to proceeding with fabrication and installation of work.

SUBMITTAL PROCEDURES

- 1.8 The *Contractor* shall make changes on *Shop Drawings* which the *Consultant* may require that are consistent with the *Contract Documents*. When re-submitting, notify the *Consultant* in writing of any revisions other than those requested by the *Consultant*.

2.0 SAMPLES

- 2.1 Submit samples for the *Consultant's* review as specified or as the *Consultant* may reasonably request. Clearly label samples as to origin and intended use in the *Work*. Reference samples to *Contract Documents*.
- 2.2 Submit samples with reasonable promptness and in orderly sequence so as to cause no delay in the *Work*.
- 2.3 Notify the *Consultant* in writing, at the time of submission, of any deviations in samples from requirements of *Contract Documents*.
- 2.4 The *Consultant's* review will be for conformity of design concept and general arrangement only. Such review is not to be considered relief of responsibility for errors or omissions in samples or of responsibility for meeting all requirements of the *Contract Documents*.
- 2.5 Make changes in samples which the *Consultant* may require consistent with *Contract Documents*.

3.0 OPERATING/MAINTENANCE MANUALS

- 3.1 Not less than two (2) weeks prior to application for *Ready-for-Takeover*, the *Contractor* shall submit to the *Consultant* four (4) copies of operating and maintenance manuals containing information required by the *Contract Documents*. All instructions in the manuals shall be in simple language to guide the *Owner* in the proper operation and maintenance of the installation.
- 3.2 Bind contents in a three-ring, hard covered, plastic jacketed binder. Organize contents into applicable sections of work, parallel to specifications break-down. Name of facility to be embossed onto binder cover.
- 3.3 In addition to information called for in the specifications, include the following:
- 3.3.1 Title sheet, labelled "Operation and Maintenance Instructions", and containing project name and date.
- 3.3.2 List of contents.
- 3.3.3 Reviewed *Shop Drawings* of all equipment.
- 3.3.4 As-built drawings of all mechanical, electrical, control, and alarm installations.
- 3.3.5 Full description of entire mechanical, electrical, control, and alarm system and operation.
- 3.3.6 Names, addresses and telephone numbers of all major *Subcontractors* and suppliers

SUBMITTAL PROCEDURES

- 3.3.7 Operating instructions for all equipment.
- 3.3.8 Maintenance instructions for all equipment, including frequency of maintenance tasks.
- 3.3.9 Equipment parts lists.
- 3.3.10 Emergency operating procedures.
- 3.3.11 Certified head/capacity curves for pumps.
- 3.4 Each section shall be separated from the preceding section with a plasticized cardboard divider with a tab denoting contents of the section.

4.0 AS-BUILT DRAWINGS

- 4.1 Following *Notice of award*, the *Consultant* will provide a complete set of *Contract Drawings* for the purpose of maintaining "as-built" drawings. The *Contractor* shall accurately record significant deviations from *Contract Documents* caused by site conditions and changes approved by the *Consultant*. Update as required and at intervals not exceeding one week.
- 4.2 Significant deviation from *Contract Documents* is defined as follows:
 - 4.2.1 For grading – all horizontal deviations from design greater than 50 mm and all vertical deviations from design greater than 20 mm.
 - 4.2.2 For underground utilities – all horizontal deviations from design greater than 20 mm and all vertical deviations from design greater than 10 mm.
 - 4.2.3 For surface works – all horizontal deviations from design greater than 20 mm and all vertical deviations from design greater than 10 mm.
- 4.3 Identify drawings as "Project As-Built Copy". Maintain in good condition and make available for inspection on site by *Consultant* at all times.
- 4.4 Not less than two (2) weeks prior to application for *Ready-for-Takeover*, submit as-built drawings to *Consultant* for review.

5.0 SURVEY DATA

- 5.1 All survey data submitted must be in .csv file format (point number, northing, easting, elevation, and description - comma delimited) and must use the point codes provided by the *Consultant*.
- 5.2 Quantity surveys of *Items* that are to be measured by survey according to Section 01 22 17 – Measurement and Payment shall be submitted with each payment application. If survey data is not submitted, no payment will be made for those *Item(s)*.
- 5.3 Not less than two (2) weeks prior to applying for a *Takeover Certificate*, submit to the *Consultant* copies of survey files containing all information required by the *Contract Documents*.

6.0 PHOTOGRAPHS AND PUBLICITY

- 6.1 No photographs of the site or of any portion of the *Work* will be permitted without prior approval of the *Consultant*.
- 6.2 No press or publicity releases will be permitted without prior approval of the *Consultant*.

END OF SECTION

ENVIRONMENTAL PROCEDURES

1.0 GENERAL

1.1 Fires

- 1.1.1 Fires and burning of rubbish on site are not permitted, without approval of *Consultant*. All fires to conform to provincial and local regulations.

1.2 Disposal of Wastes

- 1.2.1 Do not bury rubbish and waste materials on site unless approved by the *Consultant*.
- 1.2.2 Do not dispose of waste or volatile materials, such as mineral spirits, oil, or paint thinner into watercourses, storm sewers, or sanitary sewers.

1.3 Drainage

- 1.3.1 Prepare and submit an Erosion and Sediment Control Plan prepared by a qualified Environmental Professional or another qualified party acceptable to the *Owner*.
- 1.3.2 Provide temporary drainage and pumping as necessary to keep excavations and site free from water.
- 1.3.3 Do not discharge water containing suspended materials into watercourses, sewers, or drainage systems.
- 1.3.4 Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with Federal, Provincial, and Municipal requirements.

1.4 Site Clearing and Plant Protection

- 1.4.1 Protect existing trees and plants/shrubs on site and on adjacent properties except as indicated otherwise by *Contract Documents*. Carefully wrap all trees with burlap and encase with substantial timbers to a height of minimum 2.5 m where adjacent to construction work, material storage areas, and vehicle lanes. Similarly protect plants.
- 1.4.2 Protect roots during excavation and grading to minimize possible disturbance and damage. Do not allow traffic, vehicles, and equipment to compact soil over tree and plant root systems.
- 1.4.3 Minimize stripping of topsoil and vegetation.
- 1.4.4 No tree removal will be permitted, unless otherwise indicated or designated by the *Consultant*.

1.5 Work Adjacent to Watercourses

- 1.5.1 Do not operate construction equipment in watercourses.
- 1.5.2 Do not use watercourse beds for borrow material without approval from Federal, Provincial, and Municipal authorities.

ENVIRONMENTAL PROCEDURES

- 1.5.3 Do not dump excavated fill, waste material, or debris in or adjacent to watercourses.
- 1.5.4 Design and construct temporary crossings to minimize erosion to watercourses.
- 1.5.5 Do not skid logs or construction materials across watercourses.
- 1.5.6 Avoid spawning beds when constructing temporary crossings of watercourses.
- 1.5.7 Do not blast under water or within 100 m of spawning beds without approval from Federal, Provincial, and Municipal authorities.
- 1.6 Pollution Control
 - 1.6.1 Maintain temporary erosion and pollution control features installed under this *Contract*.
 - 1.6.2 Control emissions from equipment and plant to local authorities' emission requirements.
 - 1.6.3 Prevent sandblasting and other extraneous materials from contaminating air beyond application area, by providing temporary enclosures.
 - 1.6.4 Cover or wet down dry materials and rubbish to prevent blowing dust and debris.
 - 1.6.5 Provide dust control for temporary roads.
- 1.7 Inspection and Testing
 - 1.7.1 *Owner* will arrange for all testing for work described in this Section.

2.0 DEFINITIONS

- 2.1 Environmental Pollution and Damage: presence of chemical, physical, biological elements or agents which adversely affect human health and welfare, unfavorably alter ecological balances of importance to human life, affect other species of importance to humankind, or degrade environment aesthetically, culturally and/or historically.
- 2.2 Environmental Protection: prevention/control of pollution and habitat or environment disruption during construction. Control of environmental pollution and damage requires consideration of land, water, air, biological and cultural resources, and includes management of visual aesthetics, noise; solid, chemical, gaseous, and liquid waste, radiant energy, and radioactive material, as well as other pollutants.

3.0 PRODUCTS

- 3.1 Silt Fence
 - 3.1.1 Silt fence to be manufactured from a woven, slit film geotextile material with a shiny to smooth surface texture designed to reduce velocity of runoff to point that suspended particles settle out due to reduction of hydraulic energy.

ENVIRONMENTAL PROCEDURES

3.1.2 Minimum Requirements: (All values are “minimum average roll values”.)

- (a) Grab Tensile: 500 N
- (b) Mullen Burst: 1,900 kPa
- (c) Elongation at Break: 25% maximum
- (d) Opening: 600 µm maximum
- (e) UV Rating at 500 hours: 90% retained
- (f) Efficiency: >75% minimum
- (g) Construction: woven (tape)
- (h) Texture: smooth, shiny
- (i) Posts: 4x4 cm, treated
- (j) Post Spacing (centres): 2 m maximum
- (k) Permittivity: 10 L/s/m²

4.0 EXECUTION

4.1 Placement

- 4.1.1 Place silt barrier in a manner that will intercept runoff at or close to right angles to flow. In areas where problem is severe, erect two or more silt barriers parallel to each other, until required degree of control is achieved.
- 4.1.2 Position posts in such a manner that fence structure remains naturally taut and placed or driven a minimum of 500 mm into ground. Posts to always be positioned downstream.
- 4.1.3 Where a 500 mm depth is impractical or impossible, adequately secure or brace posts to prevent overturning of fence due to sediment loading.
- 4.1.4 Bury excess geotextile at bottom of silt fence minimum of 150 mm in trench located upstream such that no flow can pass under fence.
- 4.1.5 Splice subsequent lengths of barrier only at support post locations. Splice by wrapping geotextile fabric completely around each of two abutting support posts such that gap between abutting posts is completely covered by both sections of fabric.

4.2 Quantities

- 4.2.1 Limit silt fence to handle area equivalent to maximum 100 m² per 3 m of fence.
- 4.2.2 Do not use where site slope is steeper than 3:1 and water flow rates exceed 0.03 m²/s per 3 m of fence.

ENVIRONMENTAL PROCEDURES

- 4.2.3 Silt barrier to have efficiency >75%. Employ successive, parallel fences to achieve required degree of control.
- 4.3 Maintenance
 - 4.3.1 Maintain integrity of silt fences as long as necessary to contain sediment runoff. Inspect all temporary silt fences immediately after each rainfall and at least daily during prolonged rainfall. Immediately correct any deficiencies. In addition, make daily review of location of silt fences in areas where construction activities have changed natural contours and drainage runoff to ensure that silt fences are properly located for effectiveness. Where deficiencies exist, install additional silt fences. Should silt fence become damaged or otherwise ineffective while barrier is still necessary, repair or replace promptly.
 - 4.3.2 Remove sediment deposits when deposit reaches approximately one-third of height of silt fence or install second silt fence upslope.
 - 4.3.3 Do not remove silt fence until *Consultant* directs that it be removed.
- 4.4 Clean Up
 - 4.4.1 At completion of construction phase or as directed by *Consultant*, remove and dispose of any silt accumulations, dress area to give a pleasing appearance, and vegetate all bare areas as specified.

END OF SECTION

REGULATORY REQUIREMENTS

1.0 SAFETY

- 1.1 Observe and enforce all construction safety measures required by applicable codes, regulations and statutes.
- 1.2 In the event of an emergency threatening health, life or property, the *Contractor* shall take such reasonable action as may be necessary to save lives and protect persons from injury. The *Contractor* shall notify the *Owner* of such emergency as promptly as is practical under the circumstances."
- 1.3 Appoint a suitably qualified employee who has sole responsibility on site, on behalf of the *Contractor*, for compliance with the requirements noted in 1.1 above.
- 1.4 In the event of discrepancy between such requirements, the most stringent requirement shall apply.
- 1.5 Employ a qualified specialist for the design of all shoring and false work.
- 1.6 Make available four (4) "Visitor safety helmets" for authorized visitors.
- 1.7 If "NO SMOKING" regulations are in effect in areas of the *Work*, ensure that all workers comply with the regulations.
- 1.8 Ensure that all workers comply with the *Owner's* safety regulations where such regulations are in effect.
- 1.9 Do not load or permit to be loaded any part of the *Work* with a weight, load or force that will exceed the design load and/or endanger its safety.

2.0 CLEANING OF STREETS

- 2.1 Conform to local ordinances and by-laws relating to littering of streets.
- 2.2 Take precautions to prevent depositing mud or debris on public or private roadways adjacent to the *Work*. Clean up immediately, otherwise the *Consultant* will direct necessary cleanup with all costs charged back to the *Contractor*.

3.0 WORKING LIMITS/EASEMENTS

- 3.1 Confine all operations within the *Owner's* property lines unless arrangements have been made by the *Owner* for easement access to private property.
- 3.2 Arrange for encroachment on areas beyond property lines or easement boundaries separately with the property owners.
- 3.3 The *Contractor* shall ensure that all excavated materials, materials to be incorporated in the *Work* and employee access be maintained within the prescribed limits. Cost of repairs to adjacent property shall be borne by the *Contractor*.
- 3.4 The *Contractor* shall be responsible for negotiating and obtaining permission, in writing, for the use of any other private lands.

REGULATORY REQUIREMENTS

- 3.5 Prior to the *Owner* formally accepting any construction in easements, the *Contractor* must have the property owners sign individual easement releases on a form provided by the *Owner* attesting to the satisfactory restoration of their property.
- 3.6 In general, restoration within easements will be to a condition equal to that prior to construction. Only trees which are designed for permanent removal shall be removed and not replaced. Existing turf shall be replaced with new turf. Seeding only of existing turfed areas will not be permitted.
- 3.7 No additional compensation will be made to the *Contractor* for restoration in easements and for securing the specified releases from the property owners.
- 3.8 *Work* in all backyard and side yard easements will be carried out in such a manner as to provide the minimum of disruption to the private owner's property. This may require hand digging or combined machine/hand digging in certain minimum clearance areas.
- 3.9 Timing is of the essence for all *Work* carried out in the easements. The *Contractor* shall ensure the *Work* is carried out in such a manner as to ensure a minimum amount of time is spent within each easement.
- 3.10 The *Contractor* shall give the owner of the property where the *Work* is to be carried out a minimum of 48 hours advance notice of the commencement of *Work* and the owner will indicate to the *Contractor* any limitation regarding access.
- 3.11 The *Contractor* shall be fully responsible and pay for all damages which may be the result of their performance of the *Work*.
- 3.12 Underground sprinkler system piping, wiring, heads and other associated appurtenances shall be repaired and restored to condition equal to or better than that existing prior to construction.
- 3.13 Existing fences shall be taken down, where required, and replaced by the *Contractor* immediately after completion of the *Work*.
- 3.14 Where trees, shrubs, bushes are adjacent to the excavation, care will be taken to avoid damage wherever possible.
- 3.15 The *Contractor* shall be responsible for removing and replacing any walls, existing buildings or structures located within easements. Replacement of building support pads, foundations, retaining wall or other structures requiring removal for construction purposes, will be by the *Contractor* and such removal and replacement shall be considered as lot restoration for which no additional compensation will be paid.
- 3.16 The signed release form from the property owner shall not relieve the *Contractor* from any of its obligations under GC 28.0 – Maintenance Period.

REGULATORY REQUIREMENTS

4.0 EXISTING UTILITIES

- 4.1 Conform to Provincial and municipal regulations during construction in proximity to utility structures.
- 4.2 The *Contractor* shall notify the authority having jurisdiction over each utility one week in advance of their anticipated plan to carry out *Work* in the vicinity of that utility. The *Contractor* shall also arrange if required, for a representative of the utility company to be present at the time the *Work* is being carried out, at no cost to the *Owner*.
- 4.3 Make arrangements with utility companies for protection of pipelines, conduits, drain lines, wiring, and other structures, whether underground, on the surface, or overhead, and satisfy each utility company that the methods or operations are effective.
- 4.4 Indemnify and save harmless the owners of these existing utilities from any loss or damage which may be suffered by reason of the operations of the *Contractor* in the performance of the *Contract*.
- 4.5 At no time operate or adjust in any way an existing utility without first receiving approval from the subject utility.

END OF SECTION

1.0 INSPECTION AND TESTING OF WORK

1.1 Laboratories/Agencies

- 1.1.1 Independent Inspection/Testing Agencies will be engaged by the *Owner* for the purpose of inspecting and/or testing portions of the *Work*. All costs of such services will be borne by the *Owner*.
- 1.1.2 All equipment required for carrying out inspection and/or testing will be provided by the respective Agencies.
- 1.1.3 Employment of Inspection/Testing Agencies in no way relieves the *Contractor* of responsibility to perform the *Work* in accordance with the *Contract Documents*.
- 1.1.4 Allow the Inspection/Testing Agencies access to all portions of the *Work* on site and manufacturing or fabrication plants, as may be necessary. Provide facilities for such access.

1.2 Design Standards, Code Requirements

- 1.2.1 Inspection and/or testing will be performed in accordance with the standards described in the *Contract Documents*.

1.3 Tests and Mix Design

- 1.3.1 Prior to commencement of the *Work*, submit to the *Consultant* the following:
 - (a) test results and mix designs of each class of concrete
 - (b) test results and mix design of mortar types
 - (c) mill test certificates

2.0 PROCEDURES

- 2.1 Notify the respective Inspection/Testing Agencies and *Consultant* well in advance of the requirements for tests in order that necessary arrangement can be made.
- 2.2 Provide facilities to allow inspection and/or testing.
- 2.3 If defects are revealed during inspection and/or testing, the *Consultant* may issue instructions for removal or correcting defective work and irregularities. The *Contractor* shall notify the *Consultant* within two (2) *Business Days* if such instructions are in error or at variance with the *Contract Documents*.
- 2.4 The *Owner* will pay for successful tests only. Costs for re-inspection and/or testing of rejected work shall be borne by the *Contractor*.

3.0 REFERENCE STANDARDS

3.1 General

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- 3.1.1 The *Contract Documents* contain references to standard specifications for testing, materials, manufacturing and installation procedures. These references have been abbreviated to identify only the referenced Association and specification designation. This section provides the full descriptive title of each referenced specification.
- 3.1.2 When references to capitalized abbreviations are made, they refer to specifications, standards, or methods of the respective Association. Abbreviations listed herein but not mentioned in the specifications shall be disregarded.
- 3.1.3 The numbers and letters following the abbreviations denote the Association's serial designation for the specification or standard to which reference is made.
- 3.1.4 All references to these specifications, standards or methods shall be understood to refer to the latest adopted revision, including all amendments.
- 3.1.5 The specifications and standards published by these organizations and other specified specifications and standards referred to in the *Contract Documents* are hereby made part of these specifications as far as they are applicable to and not inconsistent with these specifications.
- 3.2 Nomenclature
- 3.2.1 ACI American Concrete Institute
- 3.2.2 ANSI American National Standards Institute
- 3.2.3 ASTM American Society of Testing and Materials
- 3.2.4 AWWA American Water Works Association
- 3.2.5 CAN Prefix signifying endorsement of other current standard as a Canadian National Standard
- 3.2.6 CGSB Canadian General Standards Board
- 3.2.7 CSA Canadian Standards Association
- 3.2.8 CAN3 CAN/CSA
- 3.2.9 ATT Alberta Transportation and Utilities Test
- 3.3 Referenced Specifications
- 3.3.1 ACI
- (a) ACI 315R, Manual of Engineering and Placing Drawings for Reinforced Concrete Structure.
- 3.3.2 ANSI
- (a) ANSI B16.1, Cast Iron Pipe Flanges and Flanged Fittings, Class 25, 125, 250, and 800.

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- (b) ANSI B16.5, Pipe Flanges and Flanged Fittings.

3.3.3 ANSI/ACI

- (a) ANSI/ACI 117, Tolerances for Concrete Construction and Materials.
- (b) ANSI/ACI 315, Details and Detailing of Concrete Reinforcement.

3.3.4 ANSI/AWWA

- (a) ANSI/AWWA C151, Ductile-Iron Pipe, Centrifugally Cast for Water
- (b) ANSI/AWWA C219, Bolted, Sleeve-Type Couplings for Plain-end Pipe
- (c) ANSI/AWWA C213, Fusion-Bonded Epoxy Coating for the Interior and Exterior of Steel Water Pipelines
- (d) ANSI/AWWA B300, Hypochlorites.
- (e) ANSI/AWWA C300, Reinforced Concrete Pressure Pipe – Steel-cylinder Type
- (f) ANSI/AWWA B301, Water Treatment - Liquid Chlorine.
- (g) ANSI/AWWA C104/A21.4, Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water.
- (h) ANSI/AWWA C105/A21.5, Polyethylene encasement for Ductile-Iron Piping for Water and Other Liquids.
- (i) ANSI/AWWA C110/A21.10, Ductile-Iron and Gray Iron Fittings, 3 inches through 48 inches for Water and Other Liquids.
- (j) ANSI/AWWA C111/A21.11, Rubber Gasket Joints for Ductile-Iron and Gray Iron Pressure Pipe and Fittings.
- (k) ANSI/AWWA C150 Thickness Design of Ductile - Iron Pipe.
- (l) ANSI/AWWA C151/A21.51, Ductile-Iron Pipe, Centrifugally Cast in Metal Molds or Sand Lined Molds for Water or other Liquids.
- (m) ANSI/AWWA C153/A21.53, Ductile-Iron Compact Fittings, 3 inches through 16 inches, for Water and Other Liquids.
- (n) ANSI/AWWA C200, Water Pipe 6 inches and Larger, Steel.
- (o) ANSI/AWWA C203, Coal Tar Protective Coatings and Linings for Steel Water Pipelines - Enamel and Tape - Hot Applied.
- (p) ANSI/AWWA C205, Cement Mortar Protective Lining and Coating for Steel Water Pipe - 4 inches and larger - Shop Applied.
- (q) ANSI/AWWA C206, Field Welding of Steel Water Pipe.

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- (r) ANSI/AWWA C207, Steel Pipe Flanges for Waterworks Service, 4 inches through 144 inches.
- (s) ANSI/AWWA C208, Fabricated Steel Water Pipe Fittings, Dimensions for.
- (t) ANSI/AWWA C210, Liquid Epoxy Coating Systems for the Interior and Exterior of Steel Water Pipelines.
- (u) ANSI/AWWA C301, Prestressed Concrete Pressure Pipe Steel Cylinder Type for Water and Other Liquids.
- (v) ANSI/AWWA C303, Reinforced Concrete Pressure Pipe Steel Cylinder Type, Pretensioned for Water and Other Liquids.
- (w) ANSI/AWWA C500, Gate Valves for Water and Sewage Systems.
- (x) ANSI/AWWA C502, Dry-Barrel Fire Hydrants.
- (y) ANSI/AWWA C504, Butterfly Valves.
- (z) ANSI/AWWA C508, Swing-Check Valves Waterworks Service, 2 inches (50 mm). Through 24 inches (600 mm) NPS
- (aa) ANSI/AWWA C509, Resilient-Seated Gate Valves for Water and Sewerage Systems.
- (bb) ANSI/AWWA C510, Double Check Valve Backflow-Prevention Assembly
- (cc) ANSI/AWWA C511, Reduced-Pressure Principle Backflow-Prevention Assembly
- (dd) ANSI/AWWA C512, Air Release, Air/Vacuum, and Combination Air Valves for Waterworks Service
- (ee) ANSI/AWWA C550, Protective Epoxy Interior Coatings for Valves and Hydrants
- (ff) ANSI/AWWA C600, Installation of Ductile-Iron Water Mains, and their Appurtenances.
- (gg) ANSI/AWWA C602, Cement Mortar Lining of Water Pipelines - 100 mm and larger - In Place.
- (hh) ANSI/AWWA C605, Underground Installation of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings for Water
- (ii) ANSI/AWWA C651, Disinfecting Watermains.
- (jj) ANSI/AWWA C800, Underground Service Line Valves and Fittings.
- (kk) ANSI/AWWA C900, Pressure Pipe, 4 inches through 12 inches for Water, Polyvinyl Chloride (PVC).

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- (ll) ANSI/AWWA C901, Polyethylene (PE) Pressure Pipe and Tubing, ½ inch through 3 inches for Water Service.
- (mm) ANSI/AWWA C902, Polybutylene (PB) Pressure Pipe and Tubing, ½ inch through 3 inches for Water Service.
- (nn) ANSI/AWWA C905, Pressure Pipe, 14 inches through 36 inches for Water, Polyvinyl Chloride (PVC).
- (oo) ANSI/AWWA C906, Polyethylene (PE) Pressure Pipe and Fittings, 4 inches through 63 inches, for Water Distribution.
- (pp) ANSI/AWWA C907, Standard for Polyvinyl Chloride (PVC) Pressure Fittings for Water – 4 inches through 8 inches (100 mm through 200 mm
- (qq) ANSI/AWWA M17, Installation, Field Testing, and Maintenance for Fire Hydrants
- (rr) ANSI/AWWA M23, PVC Pipe – Design and Installation
- (ss) ANSI/AWWA M41, Ductile-Iron Pipe and Fittings

3.3.5 ASTM (A)

- (a) ASTM A36, Standard Specification for Structural Steel.
- (b) ASTM A48, Specification for Gray Iron Castings.
- (c) ASTM A53, Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
- (d) ASTM A90, Test Method for Weight of Coating on Zinc-Coated (Galvanized) Iron or Steel Articles.
- (e) ASTM A120, Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated (Galvanized) Welded and Seamless, for Ordinary Uses.
- (f) ASTM A121, Specification for Zinc-Coated (Galvanized) Steel Barbed Wire.
- (g) ASTM A283/A283M, Specification for Low and Intermediate Tensile Strength Carbon Steel Plates, Shapes and Bars.
- (h) ASTM A307, Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile.
- (i) ASTM A325, Standard Specification for High-Strength Bolts for Structural Steel Joints.
- (j) ASTM A354, Quenched and Tempered Alloy Steel Bolts, Studs and Other Externally Threaded Fasteners
- (k) A536, Ductile Iron Castings

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- (l) ASTM A585, Specification for Aluminum-Coated Steel Barbed Wire.
- (m) ASTM563, Carbon and Alloy Steel Nuts
- (n) ASTM A615M, Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
- (o) ASTM A716, Specification for Ductile – Iron Culvert Pipe.
- (p) ASTM A746, Specification for Ductile – Iron Gravity Sewer Pipe.
- (q) ASTM A760, Corrugated Steel Pipe, Metallic-Coated for Sewers and Drains
- (r) ASTM A775/A775M, Specification for Epoxy-Coated Reinforcing Steel Bars.

3.3.6 ASTM (B)

- (a) ASTM B62, Specification for Composition Bronze or Ounce Metal Castings.
- (b) ASTM B88M, Specification for Seamless Copper Water Tube.
- (c) ASTM B633, Electrodeposited Coatings of Zinc on Iron and Steel
- (d) ASTM B766, Electrodeposited Coatings of Cadmium

3.3.7 ASTM (C)

- (a) ASTM C14M, Specification for Concrete Sewer, Storm Drain, and Culvert Pipe.
- (b) ASTM C76M, Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.
- (c) ASTM C88, Test Method for Soundness of Aggregates by Use of Sodium Sulphate of Magnesium Sulphate.
- (d) ASTM C109, Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2 inches of 50 mm Cube Specimens).
- (e) ASTM C117, Test Method for Material Finer than 0.075 mm Sieve in Mineral Aggregates by Washing.
- (f) ASTM C123, Test Method for Lightweight Pieces in Aggregate.
- (g) ASTM C127, Test Method for Specific Gravity and Absorption of Coarse Aggregate.
- (h) ASTM C128, Test Method for Specific Gravity and Absorption of Fine Aggregate.

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- (i) ASTM C131, Test Method for Resistance to Degradation of Small Size Course Aggregate by Abrasion and Impact in the Los Angeles Machine.
- (j) ASTM C136, Method for Sieve Analysis of Fine and Coarse Aggregates.
- (k) ASTM C139, Specification for Concrete Masonry Units for Construction of Catch Basins and Manholes.
- (l) ASTM C171, Specification for Sheet Materials for Curing Concrete.
- (m) ASTM C309, Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
- (n) ASTM C332, Specification for Lightweight Aggregates for Insulating Concrete.
- (o) ASTM C443M, Specification for Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets.
- (p) ASTM C478M, Specification for Precast Reinforced Concrete Manhole Sections.
- (q) ASTM C497, Test Methods for Concrete Pipe, Manhole Sections, or Tile
- (r) ASTM C506M, Specification for Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe.
- (s) ASTM C507M, Specification for Reinforced Concrete Elliptical Culvert, Storm Drain and Sewer Pipe.
- (t) ASTM C827, Test Method for Early Volume Change of Cementitious Mixtures.
- (u) ASTM C902, Specification for Pedestrian and Light Traffic Paving Brick.
- (v) ASTM C939, Test Method for Flow of Grout for Preplaced-Aggregate Concrete.
- (w) ASTM C1433, Precast Reinforced Concrete Box Sections for Culverts, Storm Drains, and Sewers
- (x) ASTM C1103, Joint Acceptance Testing of Installed Precast Concrete Pipe Sewer Lines.

3.3.8 ASTM (D)

- (a) ASTM D36, Test Method for Softening Point of Bitumen (Ring and Ball Apparatus)
- (b) ASTM D140, Method for Sampling Bituminous Materials
- (c) ASTM D412, Test Method for Rubber Properties in Tension.
- (d) ASTM D570, Test Method for Water Absorption of Plastics

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- (e) ASTM D624-86, Test Method for Rubber Property - Tear Resistance.
- (f) ASTM D698, Test Methods for Moisture Density Relations of Soils and Soil Aggregate Mixtures Using 2.49 kg Rammer and 304.8mm Drop.
- (g) ASTM D995, Specification for Requirements for Mixing Plants for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures.
- (h) ASTM D1190, Concrete Joint Sealer, Hot-Applied Elastic Type
- (i) ASTM D1248, Specification for Polyethylene Plastics Molding and Extrusion Materials.
- (j) ASTM D1557, Specification for Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures using 10lb (4.54kg) Rammer and 18 inch (457mm) Drop.
- (k) ASTM D1559, Test Method Resistance to Plastic flow of Bituminous Mixtures Using Marshall Apparatus.
- (l) ASTM D1751, Specification for Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
- (m) ASTM D1752, Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.
- (n) ASTM D1784, Standard Specification for Rigid Polyvinyl Chloride (PVC) Compounds and Chlorinated Polyvinyl Chloride (CPVC) Compounds.
- (o) ASTM D2000, Classification System for Rubber Products in Automotive Applications
- (p) ASTM D2152, Test Method for Quality of Extruded Polyvinyl Chloride (PVC) Pipe by Acetone Immersion.
- (q) ASTM D2241, Standard Specification for Polyvinyl Chloride (PVC) Plastic Pipe (SDR-PR).
- (r) ASTM D2310, Classification for Machine Made Reinforced Thermosetting Resin Pipe.
- (s) ASTM D2321, Standard Practice for Underground Installation of Thermoplastic Pipe for Sewer and Other Gravity-Flow Applications.
- (t) ASTM D2412, Standard Test Method for External Loading Properties of Plastic Pipe by Parallel-Plate Loading.
- (u) ASTM D2419, Test Method for Sand Equivalent Value of Soils and Fine Aggregate.
- (v) ASTM D2657, Heat Fusion Joining of Polyolefin Pipe and Fittings

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- (w) ASTM D2680, Specification for Acrylonitrile-Butadiene-Styrene (ABS) and Poly (Vinyl Chloride) (PVC) Composite Sewer Piping
- (x) ASTM D2774, Practices for Heat Joining Polyethylene Pipe and Fittings.
- (y) ASTM D2774, Practices for Underground, Installation of Thermoplastic Pressure Piping.
- (z) ASTM D2837, Method for Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials.
- (aa) ASTM D2992, Method for Obtaining Hydrostatic Design Basis for Reinforced Thermosetting Resin Pipe and Fittings.
- (bb) ASTM D2996, Specification for Filament Wound Reinforced Thermosetting Resin Pipe.
- (cc) ASTM D3034, Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
- (dd) ASTM D3139, Joints for Plastic Pressure Pipes using Flexible Elastomeric Seals.
- (ee) ASTM D3203, Test Method for Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures.
- (ff) ASTM D3212, Specification for Joints for Drain and Sewer Plastic Pipes using Flexible Elastomeric Seal
- (gg) ASTM D3261, Butt Heat Fusion Polyethylene (PE) Plastic Fittings for Polyethylene (PE) Plastic Pipe and Tubing.
- (hh) ASTM D3405, Specification for Joint Sealants, Hot Poured for Concrete and Asphalt Pavements.
- (ii) ASTM 4101, Propylene Plastic Injection and Extrusion Materials
- (jj) ASTM D4318, Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
- (kk) ASTM D4354, Practice for Sampling of Geosynthetics for Testing

3.3.9 ASTM (E)

- (a) ASTM E11, Specification for Wire Cloth Sieves for Testing Purposes.
- (b) ASTM E 1155M, Test Method for Determining Floor Flatness and Levelness Using the F-Number System.

3.3.10 ASTM (F)

- (a) ASTM F436, Hardened Steel Washers

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- (b) ASTM F477, Specification for Elastomeric Seals (Gaskets) for joining Plastic Pipe.
- (c) ASTM F593, Stainless Steel Bolt, Hex Cap Screws, and Studs
- (d) ASTM F594, Stainless Steel Nuts
- (e) ASTM F679, Specification for Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings.
- (f) ASTM F714, Polyethylene (PE) Plastic Pipe (SDR-DR) Based on Outside Diameter.
- (g) ASTM F738, Stainless Steel Metric Bolts, Screws, and Studs
- (h) ASTM F794, Specification for Polyvinyl Chloride (PVC) Ribbed Gravity Sewer Pipe and Fittings based on Controlled Inside Diameter.
- (i) ASTM F836M, Style 1 Stainless Steel Metric Nuts

3.3.11 AWWA: (See ANSAI/AWWA)

3.3.12 CAN3 = CAN/CSA:

- (a) CAN3-A165 Series, CSA Standards on Concrete Masonry Units.
- (b) CAN3-B137.3, Rigid Poly (Vinyl Chloride) (PVC) Pipe for Pressure Applications.
- (c) CAN4-S543, Internal Lug, Quick-Connect Couplings for Fire Hose.
- (d) CAN3-B70, Cast Iron Soil Pipe and Fittings, and Means of Joining.
- (e) CAN3-G401, Corrugated Steel Pipe Products.
- (f) CAN3-A23.3, Design of Concrete Structures for Buildings.

3.3.13 CAN/CSA = CAN3:

- (a) CAN/CSA-A5, Portland Cement.
- (b) CAN/CSA-A8, Masonry Cement.
- (c) CAN/CSA-A23.1, Concrete Materials and Methods for Concrete Construction.
- (d) CAN/CSA-A23.2, Methods of Testing for Concrete.
- (e) CAN/CSA-A23.5, Supplementary Cementing Materials.
- (f) CAN/CSA-A231.2, Precast Concrete Pavers.
- (g) CAN/CSA-A266.1, Air-Entraining Admixtures for Concrete.
- (h) CAN/CSA-A266.2, Chemical Admixtures for Concrete.

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- (i) CAN/CSA-A266.4, Guidelines for the use of Admixtures in Concrete.
- (j) CAN/CSA-A362, Blending Hydraulic Cement.
- (k) CAN/CSA-A363, Cementitious Hydraulic Slag.
- (l) CAN/CSA-B182.1, Plastic Drain and Sewer Pipe and Pipe Fittings.
- (m) CAN/CSA B182.6-M, Profile Polyolefin Sewer Pipe & Fittings
- (n) CAN/CSA-G40.21, Structural Quality Steels.

3.3.14 CAN/CGSB

- (a) CAN/CGSB-8.1, Sieves Testing, Woven Wire.
- (b) CAN/CGSB-8.2, Sieves Testing, Woven Wire, Metric.
- (c) CAN/CGSB-138.1, Fence, Chain Link, Fabric.
- (d) CAN/CGSB-138.2, Fence, Chain Link, Framework, Zinc-Coated, Steel.
- (e) CAN/CGSB-138.3, Fence Chain Link - Installation.
- (f) CAN/CGSB-138.4, Fence, Chain Link, Gates.
- (g) CAN/CGSB-37.2, Emulsified Asphalt, Mineral Colloid-Type, Unfilled, for Dampproofing and Waterproofing and for Roof Coatings.
- (h) CAN/CGSB-16.1, Asphalts, Liquids Petroleum, for Road Purposes.
- (i) CAN/CGSB-16.2, Asphalts, Emulsified, Anionic Type, for Road Purposes.
- (j) CAN/CGSB-16.3, Asphalt Cements for Road Purposes.
- (k) CAN/CGSB-16.5, Asphalt, Emulsified, High Float Type, for Road Purposes.

3.3.15 CGSB

- (a) CGSB 1-GP-12c, Standard Paint Colours.
- (b) CGSB 1-GP-59M, Enamel, Exterior Gloss Alkyd Type.
- (c) CGSB 1-GP-5M, Thinner, Petroleum Spirits, Low Flash (R/84).
- (d) CGSB 1-GP-71, Method of Testing Paints and Pigments.
- (e) CGSB 1-GP-74M, Paint, Traffic, Alkyd.
- (f) CGSB 1-GP-149M, Paint, Traffic, Reflectorized Alkyd, White and Yellow.
- (g) CGSB 15.1 Calcium Chloride
- (h) CGSB 1-GP-181M, Coating, Zinc-Rich, Organic, Ready Mixed.
- (i) CGSB 51-GP-51M, Polyethylene Sheet for Using in Building Construction.

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- (j) CGSB 41-GP-25M, Pipe, Polyethylene, for the Transport of Liquids.

3.3.16 CSA

- (a) CSA A82.5, Structural Clay Non-Load-Bearing Tile.
- (b) CSA A82.56, Aggregate for Masonry Mortar.
- (c) CSA A123.3, Asphalt or Tar Roofing Sheets.
- (d) CSA A257, Standards for Concrete Pipe.
- (e) CSA B137.0, Definitions, General Requirements, and Methods of Testing for Thermoplastic Pressure Piping.
- (f) CSA B137.1, Polyethylene Pipe, Tubing and Fittings for Cold Water Pressure Services.
- (g) CSA B137.2, PVC Injection Moulded Gasketed Fittings for Pressure Applications.
- (h) CSA B137.3, Rigid Polyvinyl Chloride (PVC) Pipe for Pressure Applications.
- (i) CSA B137.6, CPVC Pipe, Tubing and Fittings for Hot and Cold Water Distribution Systems.
- (j) CSA B137.7, Polybutylene (PB) Pipe for Cold Water Distribution Systems.
- (k) CSA B137.8, Polybutylene (PB) Pipe for Pressure Applications.
- (l) CSA B137.9, M91, Polyethylene / Aluminum / Polyethylene Composite Pressure Pipe.
- (m) CSA B137.16, Recommended Practice for the Installation of CPVC Piping for Hot and Cold Water Distribution Systems.
- (n) CSA B181.12, Recommended Practice for the Installation of PVC Drain, Waste, and Vent Pipe Fittings.
- (o) CSA B182.1, Plastic Drain and Sewer Pipe and Pipe Fittings.
- (p) CSA B182.11, Recommended Practice for the Installation of Plastic Drain and Sewer Pipe and Pipe Fittings.
- (q) CSA B182.2, Large Diameter, Type PSM PVC Sewer Pipe and Fittings.
- (r) CSA B182.4, Large Diameter Ribbed PVC Sewer Pipe and Fittings.
- (s) CSA C22.1, Safety Standard for Electrical Installations.
- (t) CSA C22.2, Canadian Electrical Code, General Requirements.
- (u) CSA C22.3, Canadian Electrical Code Outside Wiring.

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- (v) CSA G30.3, Cold Drawn Steel Wire for Concrete Reinforcement.
- (w) CSA G30.5, Welded Steel Wire Fabric for Concrete Reinforcement.
- (x) CSA 30.12, Billet-Steel Bars for Concrete Reinforcement.
- (y) CSA G30.14, Deformed Steel Wire for Concrete Reinforcement.
- (z) CSA G30.15, Welded Deformed Steel Wire Fabric for Concrete Reinforcement.
- (aa) CSA G30.16, Weldable Low Allow Steel Deformed Bars for Concrete Reinforcement.
- (bb) CSA G164, Hot Dip Galvanizing of Irregularly Shaped Articles.
- (cc) CSA S157, Strength Design in Aluminum.
- (dd) CSA S269.3, Formwork.
- (ee) CSA W59, Welded Steel Construction (Metal Arch Welding).
- (ff) CSA W186, Welding of Reinforcing Bars in Reinforced Concrete Construction
- (gg) CSA G40.20, General Requirements for Rolled or Welded Structural Quality Steel / Structural Quality Steels

3.3.17 ATT

- (a) ATT-50, Percent Fracture

- 3.4 If there is question as to whether any product or system is in conformance with applicable standards, the *Consultant* reserves the right to have such products or systems tested to prove or disprove conformance. The cost for such testing will be borne by the *Owner* in the event of conformance with *Contract Documents* or by the *Contractor* in the event of non-conformance.

END OF SECTION

1.0 FIELD OFFICES AND SHEDS

1.1 General

- 1.1.1 The location of temporary structures and storage sites provided by the *Contractor* shall be subject to the approval of the *Consultant*.
- 1.1.2 The *Contractor* shall maintain temporary structures and storage sites in good order and on completion of the *Work* shall remove all temporary structures from the site.

1.2 Contractor's Office

- 1.2.1 Provide and maintain, in clean condition during entire progress of the *Work*, a suitable office adequately lighted, heated and ventilated, for own use. The location shall be subject to the approval of the *Consultant*.
- 1.2.2 Completely furnish office to allow for proper filing and examination of *Contract Documents* and regulatory documents.
- 1.2.3 Provide within office space a table and chairs to accommodate progress meetings.
- 1.2.4 Provide within office space adequate first aid facilities as required under the *Occupational Health and Safety Act*.

1.3 Consultant's Office

- 1.3.1 Provide and maintain in clean condition, during entire progress of the *Work*, a secured lockable office, which is adequately lighted, heated, air-conditioned and ventilated, for sole use of the *Consultant*.
- 1.3.2 Locate where directed by *Consultant*.
- 1.3.3 Office is to be minimum 5.0 m long x 2.4 m wide with minimum 2.4 m head room, and minimum of three 900 mm x 1200 mm sized opening sash windows with wire mesh vandal protection.
- 1.3.4 Furnish with drawing layout table of minimum 0.9 m wide x 2.4 m long, desk and chair, and table and chairs to accommodate three (3) persons.
- 1.3.5 Walls are to be painted a white colour or finished in a manner acceptable to the *Consultant*. Floor is to be finished with a resilient flooring material or as otherwise acceptable to the *Consultant*.
- 1.3.6 High speed internet connection to be provided.

1.4 Equipment and Tool Storage

- 1.4.1 Provide and maintain in a clean and orderly condition adequate lockable storage sheds for tools and equipment.

1.5 Materials and Storage

CONSTRUCTION FACILITIES

- 1.5.1 Provide and maintain in a clean and orderly condition suitable weatherproof and lockable sheds for storage and protection of materials which require such protection.
- 1.5.2 Allocate storage areas on site for materials which do not require weatherproof sheds. Maintain areas in clean and orderly condition. Limit storage of materials and items to storage areas only.

2.0 UTILITIES

2.1 Sanitary Facilities

- 2.1.1 Provide sanitary facilities for workers in accordance with local health authorities. Maintain facilities in clean and tidy condition.

2.2 Water Supply

- 2.2.1 Provide a supply of potable water for use during construction. Make necessary arrangements for connection with the appropriate utility.

2.3 Temporary Heating and Air Conditioning

- 2.3.1 Provide all temporary heating and air conditioning required during construction period, including attendants, maintenance and fuel.
- 2.3.2 Pay for all costs in maintaining and providing temporary heat.
- 2.3.3 Be responsible for any damages to the *Work* due to failure in providing adequate heat and protection during construction.

2.4 Temporary Power and Light

- 2.4.1 Provide temporary power and light. Install in accordance with regulations of governing authorities.

3.0 BARRIERS

3.1 Hoarding

- 3.1.1 Provide and erect hoardings as required by the *Owner*.
- 3.1.2 Provide covered walkways where hoardings run parallel and adjacent to pedestrian traffic complete with caution signs and lighting. Hoardings and covered walkways are to be minimum 2.5 m high.
- 3.1.3 Provide lockable gates within hoardings as required for entrance to site by workers and vehicles. Locate where least disruptive to normal street traffic.
- 3.1.4 Hoardings and covered walkways are to present a smooth, continuous and painted surface on public side, unbroken by supports, battens, perforations, or other structural members.

CONSTRUCTION FACILITIES

3.2 Guard Rail and Barricades

- 3.2.1 Provide guard railings and barricades, detour signs, watch persons, warning lights, flag persons around all excavations.

4.0 CONSTRUCTION AIDS

4.1 Temporary Retaining Walls

- 4.1.1 Provide temporary sheeting, piling, or shoring as required to protect excavations, and trenches from damage caused by rain water, groundwater, and other soil and weather conditions. Erect in a manner which will not encumber the performance of the *Work*.

4.2 Explosives

- 4.2.1 Provide for the use of explosives when required. Advise *Consultant* if explosives are required. When using, conform to the requirements of local governing authorities.
- 4.2.2 Explosives are to be handled and used only by licensed personnel.
- 4.2.3 Protect adjacent properties, work in progress, and workers from damage or injury when using explosives. Place sufficient and adequate signs around site to warn the public that explosives are being used.
- 4.2.4 Instruct workers as to the procedures to be taken prior to and during each detonation. Provide ample warning prior to each detonation and ensure all workers fully recognize these warnings.
- 4.2.5 The *Contractor* shall have adequate Comprehensive General Liability Insurance endorsed for their blasting operations to the value of that required by the *Contract Documents*.
- 4.2.6 The *Contractor* shall contact the various utility owners to ensure that a conflict does not result when blasting.

END OF SECTION

TRAFFIC REGULATION

1.0 GENERAL

- 1.1 During progress of the *Work*, make adequate provision to accommodate normal traffic along streets and highways immediately adjacent to or crossing the *Work* so as to cause minimum of inconvenience to general public.
- 1.2 Give minimum five (5) *Business Days* notice to local police, fire departments, emergency services and municipal works authorities prior to beginning construction and comply in all respects with their requirements.
- 1.3 Comply with stated requirements regarding closure of streets or highways and post proper notices and/or signals, and provide necessary barriers, guards, lights, flagmen or watchmen as may be necessary in best interests of public. All costs involved in respect of above requirements will be deemed to be included in the *Contract Price*.
- 1.4 Inform all owners or occupants or properties where access is affected in advance of proposed road and/or sidewalk closures.
- 1.5 For *Work* in public rights-of-way, road closures, detours and start of construction *Work* shall be advertised in local newspapers at least 48 hours in advance, and on radio the morning of the commencement of each week that the subject road is affected. The cost of such advertising shall be included within the *Contract Price*.

2.0 REFERENCE STANDARD

- 2.1 Regulate traffic generally in accordance with the most current edition of Alberta Transportation and Utilities' publication "Traffic Control Standards" except where specified otherwise and in compliance with specific requirements stipulated herein.

3.0 PROTECTION OF PUBLIC TRAFFIC

- 3.1 Comply with requirements of acts, regulations, and by-laws in force for regulation of vehicle and pedestrian traffic or use of roadways upon or over which it is necessary to carry out *Work* or haul materials or equipment.
- 3.2 When working on travelled way:
 - 3.2.1 Place equipment in position to present minimum of interference and hazard to travelling public.
 - 3.2.2 Keep equipment units as close together as working conditions will permit and preferably on same side of travelled way.
 - 3.2.3 Do not leave equipment on travelled way overnight.
- 3.3 Do not close any lanes of road or highway without approval of the *Consultant*. Before re-routing traffic erect suitable signs and devices as approved by the *Consultant*. Provide sufficient crushed gravel to ensure a smooth riding surface during work.

TRAFFIC REGULATION

- 3.4 At no time shall any intersection be closed over any weekend without the written permission of the *Consultant*.
- 3.5 Keep travelled way well graded, free of potholes and of sufficient width that required number of lanes of traffic may pass.
- 3.6 When directed by *Consultant*, provide well graded, gravelled detours or temporary roads to facilitate passage of traffic around restricted construction area. Provide and maintain signs and lights and maintain roadway. *Contract Price* to include gravel surfacing, dust palliative or paving of detour or temporary road as described and/or appropriate to such work.
- 3.7 Provide and maintain reasonable road access and egress to property fronting along or in vicinity of *Work* under *Contract* unless approved otherwise by *Consultant*.
- 3.8 Excavation shall be conducted in a manner to cause the least interruption to traffic. When traffic must cross open trenches, the Contractor shall provide suitable "bridges" at street intersections, lanes, and driveways.

4.0 INFORMATIONAL AND WARNING DEVICES

- 4.1 Meet with *Consultant* prior to commencement of *Work* to prepare list of signs and other devices required for the *Project*.
- 4.2 Provide and maintain signs and other devices required to indicate construction activities or other temporary and unusual conditions resulting from *Work* which may require road user response.
- 4.3 Supply and erect signs, delineators, barricades, and miscellaneous warning devices as specified in paragraph 4.1.
- 4.4 Place signs and other devices in additional locations as appropriate or as directed by *Consultant*.
- 4.5 Continually maintain traffic control devices in use by:
 - 4.5.1 Checking signs daily for legibility, damage, suitability and location. Clean, repair or replace to ensure clarity and reflectance.
 - 4.5.2 Removing or covering signs which do not apply to conditions existing from day to day.

5.0 CONTROL OF PUBLIC TRAFFIC

- 5.1 Provide flag persons, trained and properly equipped in following situations:
 - 5.1.1 When public traffic is required to pass working vehicles or equipment which may block all or part of travelled roadway.

TRAFFIC REGULATION

- 5.1.2 When it is necessary to institute one-way traffic system through construction area or other blockage where traffic volumes are heavy, approach speeds are high and traffic signal system is not in use.
- 5.1.3 When workmen or equipment are employed on travelled way over brow of hills, around sharp curves or at other locations where oncoming traffic would not otherwise have adequate warning.
- 5.1.4 Where temporary protection is required while other traffic control devices are being erected or taken down.
- 5.1.5 For emergency protection when other traffic control devices are not readily available.
- 5.1.6 In situations where complete protection for workmen, working equipment and public traffic is not provided by other traffic control devices.
- 5.1.7 At each end of restricted sections where pilot cars are required.
- 5.2 Provide pilot cars where public traffic must use particularly hazardous routes or where traffic is required to remain in one lane or change periodically from one lane to another or negotiate sections of construction at restricted speed. Equip pilot cars with orange flashing lights and signs clearly designating vehicles as pilot cars.
- 5.3 Provide and maintain suitable detours or temporary access routes for pedestrian traffic, complete with suitable warning and advisory signs.

END OF SECTION

1.0 PRODUCTS

1.1 Quality of Products

- 1.1.1 If requested, furnish evidence as to type, source and quality of products provided.
- 1.1.2 Should any dispute arise as to the quality or fitness of materials, equipment or articles, the decision rests strictly with the *Consultant* based upon the requirements of the *Contract Documents*.
- 1.1.3 Unless otherwise indicated in the specifications, maintain uniformity of manufacturer for any particular or like product.
- 1.1.4 Permanent labels, trademarks, and nameplates on materials, equipment and articles are not acceptable in prominent locations except where required for operating instructions and when located in mechanical or electrical rooms.

1.2 Availability of Products

- 1.2.1 Following *Notice of award*, review product requirements and anticipate foreseeable delivery delays in any items. If delays in deliveries of materials, equipment or articles are foreseeable, propose substitutions or other remedial action in ample time to prevent delay in performance of the *Work*.
- 1.2.2 If such proposal is not provided to the *Consultant*, the *Consultant* reserves the right to substitute more readily available products later in order to prevent delays, at no additional cost to the *Owner*.
- 1.2.3 No substitution of any product will be permitted unless the item cannot be incorporated into the *Work* within the *Contract Time*.
- 1.2.4 To receive approval, proposed substitutes must equal or exceed the quality, finish and performance of those specified and/or shown, and must not exceed the space requirements allotted on the *Contract Drawings*.
- 1.2.5 Provide documentary proof of equality, difference in price (if any) and delivery dates in the form of certified quotations from suppliers of both specified products and proposed substitutions.
- 1.2.6 Include all costs in the difference in price (if any) for any required revisions to other structures and products to accommodate such substitutions.

1.3 Storage, Handling, and Protection of Products

- 1.3.1 Handle and store products in a manner to prevent damage, contamination, deterioration and soiling and in accordance with manufacturer's recommendations when applicable.
- 1.3.2 Store packaged or bundled products in original and undamaged condition with manufacturers' seals and labels intact. Do not remove from packaging or bundling until incorporated into the *Work*.

PRODUCTS/WORKMANSHIP

- 1.3.3 Products subject to damage from weather are to be stored in weatherproof enclosures.
- 1.3.4 Store cementitious materials clear of earth on concrete floors and away from walls.
- 1.3.5 When used for grout or mortar materials, keep sand clean and dry. Store sand on polyethylene and cover with waterproof tarpaulins during inclement weather.
- 1.3.6 Store sheet material and lumber on flat, solid supports and keep clear of ground.
- 1.3.7 Store and mix paints in a room assigned for this purpose. Keep room under lock and key at all times. Remove oily rags and any other combustible debris from site daily. Take every precaution necessary to prevent spontaneous combustion.
- 1.3.8 Remove and replace damaged products at own expense.
- 1.4 Manufacturer's Directions
 - 1.4.1 Unless otherwise specified, install or erect all products in accordance with manufacturers' recommendations. Do not rely on labels or enclosures provided with products. Obtain instructions directly from manufacturers.
 - 1.4.2 Notify the *Consultant*, in writing, of any conflicts between the *Contract Documents* and manufacturers' instructions.
- 1.5 Transportation Costs of Products
 - 1.5.1 Pay all costs for transportation of products required for the *Work*.
 - 1.5.2 Transportation costs for products supplied by the *Owner* will be paid by the *Owner*. Be responsible for unloading, handling and storage of such products unless specified otherwise.
- 2.0 WORKMANSHIP
 - 2.1 Co-ordination
 - 2.1.1 Co-ordinate the work of all *Subcontractors*, if such are engaged by the *Contractor*.
 - 2.1.2 Ensure that all *Subcontractors* examine the *Contract Documents* for other parts of the *Work* which may affect the performance of their work.
 - 2.1.3 Ensure that sleeves, openings and miscellaneous foundations are provided as required for the *Work*.
 - 2.1.4 Ensure that items to be built in are supplied, when required, with all necessary templates, measurements and *Shop Drawings*.
 - 2.2 Cutting and Remedial Work
 - 2.2.1 Perform all cutting and remedial work that may be required to make the several parts of the *Work* come together properly. Co-ordinate and schedule the *Work* to ensure that cutting and remedial work are kept to a minimum.

PRODUCTS/WORKMANSHIP

- 2.2.2 Should the *Owner* or anyone employed by the *Owner* be responsible for ill-timed work necessitating cutting and/or remedial work to be performed, the cost of such work will be valued as provided in the General Conditions.
- 2.2.3 Employ specialists familiar with the materials affected in performing cutting and remedial work. Perform in a manner to neither damage nor endanger any portion of the *Work*.

END OF SECTION

1.0 REQUIREMENTS INCLUDED

- 1.1 The *Consultant* shall be responsible for:
 - 1.1.1 Survey services to measure and stake the site.
 - 1.1.2 Survey services to establish (and confirm) alignment and grade measurements for the Work.
- 1.2 The *Owner* shall be responsible for:
 - 1.2.1 Providing a maximum of three control monuments and one benchmark for use by the *Consultant*.
- 1.3 The *Contractor* shall be responsible for:
 - 1.3.1 Providing As-Built Drawings as defined in Section 01 33 00 – Submittal Procedures.

2.0 RELATED REQUIREMENTS

- 2.1 Section 01 33 00 – Submittal Procedures

3.0 SURVEY REFERENCE POINTS

- 3.1 Existing base horizontal and vertical control points are designated on *Contract Drawings*.
- 3.2 Locate, confirm, and protect control points. Preserve permanent reference points during construction.
- 3.3 Make no changes or relocations without prior *Notice* to the *Consultant*.
- 3.4 Report to *Consultant* when a reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
- 3.5 *Contractor* to replace control points in accordance with the original survey control.

4.0 SURVEY REQUIREMENTS

- 4.1 The *Contractor* is advised for the purpose of the *Work* that the *Consultant* will provide the following staking:
 - 4.1.1 All topographical survey for quantity measurements.
 - 4.1.2 Topsoil Stripping:
 - (a) one set of stakes construction limits
 - (b) one set of slopes stakes in areas of cut
 - (c) one set of slope stakes in areas of fill
 - 4.1.3 Earth Works

FIELD ENGINEERING

- (a) In areas where cut or fill exceeds 1.5 m in depth, 3 sets of stakes:
 - (i) > 1.5 m depth staking is provided at a 40 m grid
 - (ii) < 1.5 m depth staking is provided at a 20 m grid
 - (iii) < 0.15 m depth staking is provided at a 20 m grid
- (b) In areas where cut or fill are less than 1.5 m in depth, 2 sets of stakes:
 - (i) < 1.5 m depth staking is provided at a 20 m grid
 - (ii) < 0.15 m depth staking is provided at a 20 m grid

4.1.4 Underground Utilities

- (a) One set of layout stakes for all underground utilities. This will include all main lines (water, storm sewer and sanitary sewer), lot services (single and double), hydrants, and shallow utility crossings.

4.1.5 Surface Works

- (a) One set of layout stakes for the following:
 - (i) Catch Basins and Catch Basin Leads
 - (ii) Concrete Swales and Swale Crossings
 - (iii) Concrete Curb and Gutter, Monowalk, Separate Walk
 - (iv) Wheel Chair Ramp Locations
 - (v) Asphalt Pathways

4.2 The *Contractor* shall be responsible for the cost of any staking required that is in addition to that described above.

4.3 All pipe grades shall be established by the *Contractor* using survey instruments or laser, unless otherwise approved by the *Consultant*.

4.4 The *Contractor* shall provide the *Consultant* with assistance as required, to aid the *Consultant* in layout surveys of the work. There shall be no additional cost to the *Owner* for the provision of such assistance to the *Consultant*. The assistants provided by the *Contractor* shall be the same person or persons at all times for the duration of the *Contract*, or as otherwise approved by the *Consultant*.

4.5 In the event that the *Contractor* requires the removal of any legal survey markers for the purpose of the *Work*, the cost of replacement will be borne by the *Owner*, provided the written consent of the *Consultant* is first received and the marker has been adequately referenced by an Alberta Land Surveyor.

END OF SECTION

CLOSEOUT PROCEDURES

1.0 FINAL CLEANING

- 1.1 Prior to *Ready-for-Takeover*, remove surplus products, tools, construction machinery and equipment not required for the performance of the remaining *Work*.
- 1.2 Remove waste products and debris and leave the *Work* clean and suitable for occupancy by *Owner*.
- 1.3 When the *Work* is 100% complete, remove surplus products, tools, construction machinery, equipment, waste products and debris.
- 1.4 Leave the *Work* clean before the final inspection process commences.
- 1.5 Clean and polish glass, mirrors, hardware, wall tile, stainless steel, chrome, porcelain enamel, baked enamel, plastic laminate, mechanical and electrical fixtures. Replace broken, scratched or disfigured glass.
- 1.6 Remove stains, spots, marks and dirt from decorative work, electrical and mechanical fixtures, furniture fitments, walls, floors, and ceilings.
- 1.7 Vacuum clean and dust building interiors, behind grilles, louvers and screens.
- 1.8 Wax, seal, shampoo or prepare building floor finishes, as recommended by the manufacturer.
- 1.9 Inspect finishes, fitments, and equipment and ensure specified workmanship and operation.
- 1.10 Broom clean and wash exterior walks, steps and surfaces.
- 1.11 Remove dirt and other disfigurements from exterior building surfaces.
- 1.12 Clean and sweep roofs, gutters, downspouts, areaways, and sunken walls.
- 1.13 Sweep and wash clean site paved areas.
- 1.14 Clean equipment and fixtures to a sanitary condition, clean or replace filters of mechanical equipment.

2.0 SYSTEMS DEMONSTRATIONS

- 2.1 Prior to final inspection, demonstrate operation of each system to *Owner* and *Consultant*.
- 2.2 Instruct *Owner's* personnel in operation, adjustment, and maintenance of equipment and systems, using provided operation and maintenance data as the basis for instruction.

3.0 DOCUMENTS

- 3.1 Collect reviewed submittals and assemble documents completed by *Subcontractors*, suppliers, and manufacturers.
- 3.2 Submit material prior to application for *Ready-for-Takeover*. For equipment put into use with *Owner's* permission during construction, submit within ten (10) days after start-up.

CLOSEOUT PROCEDURES

- 3.3 Provide warranties fully executed and notarized.

4.0 REMOVAL OF TEMPORARY FACILITIES

- 4.1 Prior to application for *Ready-for-Takeover* remove all temporary offices and furniture, hoardings, fencing, tree and plant protection and all other items used to aid the performance of the *Work*. Make good surfaces.

5.0 PROJECT COMMISSIONING

- 5.1 Expedite and complete deficiencies and defects identified by the *Consultant*.
- 5.2 Review maintenance manual contents (operating, maintenance instructions, record "as-built" drawings, spare parts, materials) for completeness.
- 5.3 Submit required documentation such as statutory declarations, Workers' Compensation Certificates, warranties, certificates of approval or acceptance from regulating bodies.
- 5.4 Attend "end-of-work" testing and break-in or start-up demonstrations.
- 5.5 Review inspection and testing reports to verify conformance to the intent of the documents and that changes, repairs or replacements have been completed.
- 5.6 Meet with other project consultants to co-ordinate completion testing approvals.
- 5.7 Review condition of equipment which has been used in the course of the *Work* to ensure turning over at completion is in "as new condition" with warranties dated and certified from date of *Ready-for-Takeover*.
- 5.8 Arrange and co-ordinate instruction of *Owner* staff in care, maintenance and operation of building systems and finishes by suppliers or *Subcontractors*.
- 5.9 When partial occupancy of uncompleted project is required by the *Owner*, co-ordinate *Owner's* uses, requirements, access, with *Contractor's* requirements to complete the *Work*.
- 5.10 Co-ordinate *Owner's* moving-in of staff, furnishings, equipment with building accessibility, traffic, and *Contractor's* and *Subcontractor's* cleaning-up and completion activities all to suit *Owner's* work schedule and to not disrupt *Owner's* productivity.
- 5.11 Provide on-going review, inspection and attendance to call-back, maintenance and repair problems during the *Maintenance Period*.

6.0 INSPECTION/TAKEOVER PROCEDURES

- 6.1 During the final inspection, a list of deficiencies and defects will be tabulated. Correct same.

END OF SECTION

SPECIFICATIONS

SAMPLE

REFERENCE INFORMATION

Application For Takeover Certificate

I [CONTRACTOR'S NAME], the *Contractor*, hereby apply for the *Takeover Certificate* for Pipeline Phase 1, the *Contract*, on _____.

In support of this application, we provide the following information for consideration:

- ☐ The *Work* is ready for its intended purpose, as detailed in Schedule 7 of the agreement. (GC 27.1.1(b))
☐
- ☐ A list of the outstanding and deficient *Work* that we are aware of is attached. (GC 27.1.3(a))
- ☐ I have issued and posted the Certificate of *Substantial Performance* as required by the *Lien Legislation*. (GC 27.1.3(b))
- ☐ A sworn declaration on CCDC form 9A complete with copyright seal, that all amounts owed to *Subcontractors* and suppliers have been paid is attached. (GC 27.1.3(c))
- ☐ A document showing compliance with *Workers' Compensation Act* and the *Occupational Health and Safety Act* requirements is attached. (GC 27.1.3(d))
- ☐ We propose to achieve *Total Performance* by: _____. (GC 27.1.5).

Application by:

Contractor

Date

Attachments: List of Deficiencies
Copy of the Certificate of *Substantial Performance*
Sworn declaration
Letter of compliance

Application For Total Performance

I [CONTRACTOR'S NAME], the *Contractor*, hereby apply for the *Total Performance* for Pipeline Phase 1, the *Contract*, on _____.

In support of this application, we provide the following information for consideration:

- ☐ All outstanding and deficient *Work* has been completed or corrected.
- ☐ All products, materials, equipment, and waste have been removed from the *Place of Work*. (GC 27.2.2)
- ☐ A sworn declaration on CCDC form 9A complete with copyright seal, that all amounts owed to *Subcontractors* and suppliers have been paid is attached. (GC 27.2.6(a))
- ☐ A document showing compliance with *Workers' Compensation Act* and the *Occupational Health and Safety Act* requirements is attached. (GC 27.2.6(b))

Application by:

Contractor

Date

Attachments: Sworn declaration
Letter of compliance