

June 8, 2026  
File: 2026 Line Striping Program

Attention: General Contractor  
Dear Sir/Madam:  
Re: 2026 Line Striping Program

The Town of Westlock (Town) has implemented an annual line striping program. This program consists of roadway line striping and crosswalk painting within the Town boundary. Crosswalk painting will consist of white ladder-style crosswalk markings at various locations throughout Town. This annual program will be administered utilizing a stipulated price contract.

The Town will accepting physical or electronic bids. There will be no pre-bid meeting. The items of work are listed on the attached Schedule of Prices (see Specifications Section 00431).

The projects will be determined by the Town, the annual budget, and the unit rates submitted by bidders. Final project scope and quantities may be adjusted accordingly to reflect the unit rates submitted in Section 00431 of the Specifications.

Quantities for the Work of these projects will be measured by Unit Price and payment will be made in accordance with the attached Measurement and Payment Schedule (see Specifications Section 01280).

Please submit a quotation in person or electronically to the Town of Westlock Office by 2:00 pm, Tuesday June 16, 2026.

The work includes:

- Schedule A – Crosswalk Painting
- Schedule B – Line Striping

The conditions for the quote are as follows:

1. Adequate proof of Insurance and Workers' Compensation Board good standing is required.
2. Read and review all Specification Sections included in this Quotation Package.
3. Read and review all appended documents to the Quotation Package.
4. Minimum 1-year warranty is required.
5. Additional Work is only to be paid as approved in writing by the Owner.
6. Request for payment to be at completion of work.
7. Obtain Business License from Town prior to commencing the Work.
8. The Owner requires the work to be completed by August 1, of the Contract year.
9. Work to be invoiced to the Town of Westlock.
10. Quote to be valid for 30 days.
11. Incidental items are identified in Specification Section 00800.

The following is included in this information package:

1. Cover Letter

2. Specifications:

- 00030 – Advertisement for Bids
- 00200 – Instructions to Bidders
- 00250 – Pre-Bid Meeting
- 00411b – Stipulated Price Bid Form
- 00431 – Schedule of Prices
- 00525 – Agreement Form
- 00571 – Definitions and Interpretation
- 00625 – Insurance Conditions
- 00630 – Payment Conditions
- 0630A – Statutory Declaration Form
- 00725 – General Conditions
- 00800 – Supplementary Conditions
- 01275 – Measurement Rules
- 01280 – Measurement and Payment Schedule
- 01411 – Work Site Safety
- 01742 – Final Cleanup
- 01775 – Contract Acceptance Procedures
- 01775A – Substantial Performance Certificate
- 01775B – Total Performance Certificate

3. Drawings – Schedule A Crosswalks

Should you have any questions or comments please contact the undersigned at 780-350-0710.

Yours truly,

*R Benoit*

Robin Benoit  
Director of Operations  
Town of Westlock  
10003 – 106 Street  
Westlock, AB T7P 2K3

*Carmen Clark*

Carmen Clark  
Executive Assistant to the Director of Operations  
Town of Westlock  
10003 – 106 Street  
Westlock, AB T7P 2K3

Enclosure



Sealed Tenders clearly marked on the envelope as to contents will be received either in person at the Town of Westlock Office, Front Reception Desk, 10003–106 Street, Westlock, AB T7P 2K3, or electronically by email, before 14:00 local time, Tuesday June 16, 2026, for the construction of:

**TOWN OF WESTLOCK  
2026 LINE STRIPING PROGRAM**

The work included in this project is located in **Westlock, Alberta**.

Schedules **A** and **B** are as follows:

Remove and Replace:

- Crosswalk Painting (White Ladder Style).
- Longitudinal Line Striping Along Roadways.

Supply and Install:

- Traffic Paint and Required Materials.
- Crosswalk Painting (White Ladder Style).
- Longitudinal Line Striping Along Roadways.
- Stop Bars and Lane Markings.

Tender documents will be provided electronically via email. The Owner reserves the right to waive informalities in, or reject any or all tenders, or accept the Tender deemed most favourable in the interest of the Owner.

Tenders will be opened in Private.

**Town of Westlock**  
10003–106 Street  
Westlock, Alberta T7P 2K3

Telephone: 780-349-4444

**END OF SECTION**

**1. BID SUBMISSION**

.1 Bidders may submit physical copies of the bids at the following location only.

**10003–106 Street, Westlock, Alberta T7P 2K3**

**Electronic bids will be accepted by emailing [cclark@westlock.ca](mailto:cclark@westlock.ca)**

.2 Bidders may submit bids only before 14:00 local time on the date set by for receiving bids.

.3 The official time of receipt of a bid shall be established using the time recorder clock used by the Owner’s representative to time and date stamp bid submissions.

.4 Bidders must submit bids on the forms issued by the Owner’s representative with the Bid Documents.

.5 Bidders must submit bids on forms supplied with Bid Documents, sealed in an envelope clearly displaying the following information:

Bidder’s Name: _____ Address: _____
<b>TENDER</b>
Town of Westlock 2026 Line Striping Program
Job No. 2026 Line Striping Program Closing before 14:00, local time, on Tuesday June 16, 2026

Electronic submissions must display “2026 Line Striping Program” in the subject line of the email and must be received before the closing date and time set by for receiving bids.

.6 The Bidder must indicate its name and address clearly in the upper left-hand corner of the envelope on physical copies so that the tender submission can be identified. Please include the name and address on an email signature for electronic submissions.

.7 Oral, telephone, telegram, or fax, bids will not be accepted nor acknowledged.

.8 The foregoing states the date and time before which bids will be received hereinafter called the “bid closing time.” The Owner may extend the bid closing time by addendum.

.9 Bids shall be prepared and submitted, and the bidding process will be administered in accordance with these bidding requirements.

**2. SUMMARY**

.1 The intent of this bid call is to solicit and receive formal offers for:

**Town of Westlock  
2026 Line Striping Program**

.2 Refer to Section 01110 - Summary of Work for a summary of the Project, including requirements pertaining to Contract Time.

**3. BASIS OF BID - STIPULATED PRICE**

.1 Bids shall be on a stipulated price basis as provided by the Town.

.2 The unit prices, lump sums and allowances stated in the Schedule of Prices shall form the basis of the bid price for the total stipulated price provided by the Town in Section 00411 Clause 2.

.3 Make entries in the Schedule of Prices in figures only. Ensure that figures are legible.

.4 Where, in the Owner's opinion, there is a question as to the legibility of figures entered by the Bidder, the Owner will make a determination as to legibility. The Owner may, at the Owner's sole discretion, declare as invalid and reject any bid that contains figures which, in the Owner's opinion, are illegible or open to dispute.

.5 Extensions of unit prices and addition of extended unit prices, lump sums and allowances entered in the Schedule of Prices will be checked by the Owner. If arithmetical errors are discovered, the unit prices shall be considered as representing the Bidder's intentions and the unit price extensions and the total amount entered in the Schedule of Prices and the Bid Form will be corrected by the Owner. The Bidder shall be bound to such corrected amounts.

.6 If no unit price is stated for an item, but an extended amount is stated, a unit price determined by dividing the extended amount by the estimated quantity shall be considered as representing the Bidder's intentions.

.7 The total amount of the bid shall be the arithmetically correct sum of the arithmetically correct unit price extensions, lump sums, and allowances in the Schedule of Prices.

.8 Each unit price stated in the Schedule of Prices shall be a reasonable price for that item of work. The unit price shall be subject for review if the Owner considers the unit price is unreasonable.

.9 Unless otherwise indicated, quantities specified in the Schedule of Prices are estimated quantities and shall not be considered as actual quantities of work to be performed. Subject to Contract terms, unit prices stated in the Schedule of Prices shall be applied to actual quantities of work performed as measured in accordance with the Contract. Actual quantities of work to be completed may be amended by the Town to ensure stipulated price is not exceeded.

**4. SUFFICIENCY OF BID**

- .1 The submission of a bid shall constitute an incontrovertible representation by the Bidder that:
  - .1 The Bidder has complied with all bidding requirements,
  - .2 The Bidder is qualified and experienced to perform the Work in accordance with the Bid Documents,
  - .3 The bid is based upon performing the Work in accordance with the Bid Documents, without exception, and
  - .4 The price or prices stated in the bid cover all the Bidder's obligations under the Contract and all matters and things necessary for the performance of the Work in accordance with the Bid Documents.

**5. BID DOCUMENTS**

- .1 The Bid Documents are the documents issued or made available to Bidders by the Owner for the purpose of preparing a bid. The Bid Documents consist of the following:
  - .1 Instructions to Bidders.
  - .2 Pre-Bid Meeting (if required)
  - .3 Bid Form and Bid Form Supplements.
  - .4 Bid Modification Form.
  - .5 Agreement Form.
  - .6 Definitions.
  - .7 Payment Conditions.
  - .8 Insurance Conditions.
  - .9 General Conditions of Contract.
  - .10 Supplementary Conditions.
  - .11 Specifications, Divisions 1 to 2 inclusive.
  - .12 Drawings.
  - .13 Addenda issued during the bid period.
  - .14 Contract Information Documents.

**6. BID FORM**

- .1 Fill in all blanks in the Bid Form and sign as follows:
  - .1 Limited Company: Print or type in the space provided the full name of the company and the name(s) and status of authorized signing officer(s). Authorized signing officer(s) shall sign. Sign the Bid Form in the presence of a witness who shall also sign, or in the absence of a witness, affix the corporate seal.
  - .2 Limited Company Joint Venture: Each joint venture company shall sign as for a limited company.
  - .3 Partnership: Print or type in the space provided the firm's name and the name(s) of person(s) signing. One or more of the partners shall sign in the presence of a witness who shall also sign.
  - .4 Sole Proprietorship: Print or type in the space provided the business name and the name of the sole proprietor. The sole proprietor shall sign in the presence of a witness who shall also sign.
- .2 Complete the Bid Form in its entirety. Any required information that is omitted or illegible, any alterations to the text, or any conditions added on or submitted with the Bid Form, may cause the bid to be declared invalid and rejected.

## **7. BID FORM SUPPLEMENTS**

- .1 Prepare and submit each of the following Bid Form Supplements together with the Bid Form:
  - .1 Section 00431 - Schedule of Prices: complete the Schedule in its entirety, including all extensions and additions, and attach it to the Bid Form.
  - .2 Any required information that is omitted or illegible, any alterations to the text, or any conditions added or submitted with a Bid Form Supplement, may cause the bid to be declared invalid and rejected.
  - .3 Enclose and submit all Bid Form Supplements in a sealed envelope, together with the Bid Form.
  - .4 The Owner may, after bid closing time and before contract award, require any Bidder to submit, in a form prescribed by or acceptable to the Owner, supplementary information about any aspect of the Bidder's bid which, in the Owner's opinion, is necessary for bid evaluation purposes.

## **8. BID MODIFICATION**

- .1 A bid submitted in accordance with these bidding requirements may be modified:

- .1 Any modifications or changes after an initial bid submission has been submitted prior to bid closing, will be required to re-submit the entire bid package.
- .2 When submitting a modification directing a change in a bid amount, do not reveal the original amount nor the revised amount:
  - .1 On unit price bids, state only the amount to be added to or deducted from each original unit price or lump sum in the Schedule of Prices. Bidders may use the Section 00491 – Unit Price Bid Modification Form included in the Bid Documents.
- .3 By submitting a bid modification, the Bidder acknowledges and accepts that its bid modification supersedes all Bidder's previous bid modifications including those containing modifications to its other bid items. Previously submitted bid modifications are all null and void.
- .4 Modify the list of Addendum Number(s) on the Bid Modification Form, if different from what was indicated on the originally submitted Bid Form.
- .5 The Bidder accepts full responsibility for any lack of confidentiality arising from submitting a bid modification using a facsimile submission process.
- .6 Failure of a bid modification to arrive before the closing time, accurately or completely for any reason will render this bid modification null and void.
- .7 The Owner will assume no responsibility or liability for the content of modifications, or for modifications that are, for any reason, delayed, illegible, unclear as to intent, ambiguous, contrary to these instructions, or otherwise improperly received.

## **9. BID WITHDRAWAL AND ACCEPTANCE**

- .1 A bid may be withdrawn at any time before the bid closing time provided the request is in the form of:
  - .1 A letter received at the address specified in 1.1 before the bid closing time.
- .2 Withdrawn bids may be resubmitted in accordance with these bidding requirements providing the resubmitted bid is received at the office indicated in 1.1, before the bid closing time.
- .3 A bid may not be withdrawn at or after bid closing time and shall be open to acceptance by the Owner until:
  - .1 Some other Bidder has entered into a contract with the Owner for the Work, or
  - .2 60 days after the bid closing time,whichever occurs first.
- .4 The 60-day period referred to above shall commence at midnight of the date of the bid closing and shall terminate at midnight of the 60<sup>th</sup> day thereafter. If the 60<sup>th</sup> day falls on a

statutory holiday, such day, and any subsequent contiguous holidays, shall be omitted from the computation.

- .5 The 60-day acceptance period referred to above may be extended at the Owner's request and subject to the Bidder's written agreement to the extension.
- .6 The Contract shall be established upon the Owner issuing to the successful Bidder, a letter accepting the bid without qualification or, if the letter accepting the bid contains one or more qualifications, upon the Bidder's written acceptance of all such qualifications.
- .7 The lowest or any bid will not necessarily be accepted, and the Owner may reject any and all bids.
- .8 The Owner may negotiate contract terms with the Bidder submitting the lowest valid bid, provided that the negotiated changes to the Bid Documents result in either no change to the bid price or a reduced bid price. Such changes may be formalized in the form of a Post-Bid Addendum that, upon written acceptance by the Bidder, shall form part of the Contract Documents.

## **10. EVALUATION AND QUALIFICATION**

- .1 Subject to the requirements of ATIA, the evaluations shall be confidential and not released to any party. The Evaluation Team will make the final selection, if any, based on the Bid Proposal's evaluation scoring and reference checks.
- .2 Evaluation Criteria
  - .1 Bidders will be qualified and scored based on bid price and demonstrated response to the bid supplement requirements set out below. All Bidders should seek to understand and respond to the desirable provisions and submission requirements outlined below. It should be noted that successfully responding to desirable provisions will result in a higher score for the Bidder. Failure to respond to desirable provisions and bid submission requirements will result in a lower score for the Bidder. The Bidder with the highest score will be selected for award of the Contract.
  - .2 Bid Price
    - .1 Bidders shall be scored and evaluated based on total bid price as identified in their Bid Submission.
- .3 Debriefing:
  - .1 Unsuccessful Bidder(s) will be notified within 5 days after Letter of Intent to Enter Contract has been sent to the successful Bidder. All Bidders may request a debriefing within 10 business days of the notification from the Town. The request shall be in writing and submitted to the individual identified as the contact person for debriefing on the notification. Debriefing can be arranged in person or by telephone with a maximum of two representatives for the Bidder. Time and place for each individual debriefing will be as mutually agreed by the Town and the Bidder.

- .2 The purpose of the debriefing is to provide feedback to Bidders of the strength and areas for improvement of its Bid submission to help Bidders better understand the competitive bidding process and the quality of their submissions as to enhance the quality of their submissions in the future.
- .3 Debriefing will be held on a without-prejudice basis and will be conducted in a respectful manner.
- .4 The following will not be provided at a debriefing:
  - .2 Ranking of all Bid submissions;
  - .3 Scoring of all Bid submissions; and
  - .4 Information on the content of other Bidder's submissions.

## **11. BID OPENING**

- .1 Bids will be opened in private immediately after the bid closing time, at the address specified in 1.1.

## **12. IRREGULARITIES**

- .1 A bid that is informal, incomplete, qualified, non-compliant with the requirements of the Bid Documents, or otherwise irregular in any way, may be declared invalid and rejected.
- .2 The Owner may accept or waive a minor and inconsequential irregularity, or where practicable to do so, the Owner may, as a condition of bid acceptance, request a Bidder to correct a minor and inconsequential irregularity with no change in the bid price.
- .3 The determination of what is, or is not, a minor and inconsequential irregularity, the determination of whether to accept, waive or require correction of an irregularity, and the final determination of the validity of a bid, shall be at the Owner's sole discretion.
- .4 Discrepancies between words and figures will be resolved in favour of words.

## **13. AVAILABILITY OF BID DOCUMENTS**

- .1 Bid Documents are available electronically to prime contract Bidders.
- .2 A Bid Document deposit is not required.
- .3 The Owner will assume no responsibility or liability for the completeness of any Bid Documents obtained from a source other than the address specified in 13.1.

## **14. RETURN OF BID DOCUMENTS**

- .1 Bid documents are not required to be returned.

**15. EXAMINATION OF BID DOCUMENTS AND THE SITE**

- .1 Bidders shall, before submitting a bid:
  - .1 Examine and read the Bid Documents thoroughly,
  - .2 Visit the site and its surroundings and other locations to become familiar with local and other conditions affecting the Work,
  - .3 Consider the effect of regulatory requirements applicable to the Work,
  - .4 Study and correlate Bidder's Site observations with the Bid Documents,
  - .5 Immediately notify the Owner of all perceived omissions and discovered conflicts, errors and discrepancies in the Bid Documents, and
  - .6 Understand the Bid Documents and be competent to undertake and complete the Work.
- .2 Refer to Section 00300 – Information Documents which identifies available information pertaining to the Project and specifies the status of and the extent, if any, to which the Bidder may rely upon such Information Documents.
- .3 Before submitting a bid, each Bidder shall, at the Bidder's expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the conditions at, under, or contiguous with the site, which may affect performance of the Work and which the Bidder deems necessary to determine its bid for performing the Work in accordance with the Bid Documents. Bidders shall obtain the Owner's prior approval for access to the site for the purpose of carrying out any such activities. Bidders shall restore the site to a condition acceptable to the Owner upon completion of such activities.
- .4 Lands upon which Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by the Contractor in performing the Work are identified in the Bid Documents. Additional lands and access thereto required for performance of the Work shall be provided by Contractor.
- .5 When Section 00250 - Pre-Bid Meeting, is included in the Bid Documents, a pre-bid meeting is arranged by the Owner to take place during the bid period. Attendance is mandatory. The date and time of the meeting will be indicated on the cover of the Bid Documents.

**16. ALLOWANCES**

- .1 Include in the bid price all allowances specified in Section 01280.

**17. PRODUCT OPTIONS AND SUBSTITUTIONS**

- .1 Product options: Comply with the requirements of Section 01621.
- .2 Substitutions:

- .1 Comply with the requirements of Section 01621.
  - .2 Where products are specified by a proprietary specification, and substitutions are permitted, Bidders may base their bids on a named product or manufacturer or on unnamed substitutions, subject to the requirements specified for substitutions in Section 01621.
  - .3 During the bid period, it is the sole responsibility of each Bidder to determine whether a substitution meets the requirements specified in Section 01621.
  - .4 The Owner will not consider requests for approval of substitutions from Bidders during the bid period.
  - .5 Substitutions will be evaluated and approved or rejected by the Owner after the contract award.
- .3 Product Acceptability:
- .1 The Owner may, after the bid submission and before the contract award, require any Bidder to submit proof that a product proposed for use complies with the requirements of the Bid Documents. Such proof shall be in the form of product data as specified in Section 01621.
  - .2 Should the Owner determine that a proposed product does not meet the requirements of the Bid Documents, the Bidder shall propose a product which, in the Owner's opinion, does meet requirements of Bid Documents, otherwise such Bidder's bid may be declared invalid and rejected.

**18. AGREEMENT**

- .1 The successful Bidder will be required to enter into a formal Agreement with the Owner for the performance of the Work.

**19. DIVISION OF WORK**

- .1 Work specified in the Specifications is divided into Divisions and Sections for reference purposes only. Except as may be otherwise specified in the Bid Documents, the division of the Work among the Contractor, Subcontractors, Sub-subcontractors and suppliers is the Bidders' responsibility.

**20. INTERPRETATION AND MODIFICATION OF BID DOCUMENTS**

- .1 Submit questions about the meaning and intent of the Bid Documents to the Owner at the office identified under "Inquiries". Interpretations and modifications considered necessary by the Owner in response to such questions will be issued by the Owner in writing in the form of an Addendum.
- .2 Addenda may also be issued by the Owner to modify the Bid Documents as deemed necessary by the Owner.

- .3 Submit questions as early as possible in the bid period. The Owner may not respond to questions received too close to the bid closing time to permit issuance of an Addendum.
- .4 Submit inquiries as early as possible in the bid period. If an inquiry requires an interpretation or modification of the Bid Documents, but is received too close to the bid closing time to permit issuance of an Addendum, the Owner may be unable to respond to that inquiry.
- .5 Any replies to inquiries or interpretations or modifications of the Bid Documents made verbally, by e-mail, or by any manner other than in the form of a written Addendum, shall not be binding.

## **21. ADDENDA**

- .1 Addenda, when issued, will become part of the Bid and Contract Documents.
- .2 Each Bidder shall ascertain before bid submission, and before each bid amendment, that it has received all Addenda issued by the Owner, and shall indicate in the Bid Form, or amendment, the Addendum number(s) of all Addenda received.
- .3 During the Bid period, all Addenda issued by the Owner will be sent by e-mail to the address for all Parties recorded by the Owner as having obtained hard or electronic copies of the Bid Documents.
- .4 Bidders who have obtained Bid Documents from any another source may not automatically receive addenda via fax, e-mail, or courier.

## **22. INQUIRIES**

- .1 Direct inquiries during bid period to:

Carmen Clark  
Executive Assistant to the Director of Operations  
Town of Westlock  
10003-106 Street  
Westlock, Alberta T7P 2K3  
Tel: 780 350-0710  
cclark@westlock.ca

**END OF SECTION**

**1. PRE-BID MEETING AND SITE INSPECTION**

- .1 A pre-bid meeting and site inspection will not be held.
- .2 Site access is not restricted.

**END OF SECTION**

1. FROM (Bidder): \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Address)

TO: **Town of Westlock**  
**10003-106 Street**  
**Westlock, Alberta T7P 2K3**

PROJECT: **2026 Line Striping Program**

2. We, the undersigned, having examined and read the Bid Documents for the above noted contract, and having visited the site and examined all conditions affecting the Work, are satisfied we understand the Bid Documents and declare ourselves competent to undertake and complete the Work and do hereby irrevocably bid and agree to carry out the 2026 Scope of Work in accordance with the Bid Documents, for the stipulated price of:

\$ \_\_\_\_\_ which amount includes GST.  
(Total Amount In Figures Only)

3. This Bid is based on and submitted in accordance with Section 00431 - Schedule of Prices which is attached hereto, and which forms an integral part of this bid.

4. This bid includes provisions of the following addenda issued during the bid period:  
Addendum Number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

5. It is understood that the unit prices, lump sums and allowances set out in the Schedule of Prices form the basis of the bid price and that the extensions of unit prices and addition of unit price extensions, lump sums and allowances price shall be less than or equal to the stipulated price.

6. The following are being submitted with this bid:
- .1 Section 00431 – Schedule of Prices.
  - .2 Section 00495A – Schedule of Relevant Experience
  - .3 Section 00495B – Schedule of Local Experience
  - .4 Section 00495C – Schedule of Local Content

7. If notified in writing by the Owner of the acceptance of this bid within 60 days after the bid closing time, the undersigned will, within 21 days after date of issuance of such notification, execute a formal Agreement with the Owner for the performance of the Work for the above stated compensation and comply with all other requirements of the Bid Documents.

8. It is understood that, with respect to the Bid Form and Schedule of Prices, should any required information be omitted or illegible, should any alteration be made to the text, or should any condition be added on or submitted with the Bid Form or Schedule of Prices, the bid may be declared informal, and the bid may be rejected.

9. Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2026

NAME AND ADDRESS  
OF BIDDER:

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SIGNATURE OF AUTHORIZED  
REPRESENTATIVE(S):

NAME AND STATUS OF PERSON(S)  
SIGNING BESIDE: (Print or Type)

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WITNESS'S SIGNATURE OR CORPORATE SEAL:

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**END OF SECTION**

1. FROM (Bidder): \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

TO: **Town of Westlock**  
10003-106 Street  
Westlock, Alberta T7P 2K3

PROJECT: **2026 LINE STRIPING PROGRAM**

2. This Schedule of Prices forms an integral part of the Bid for the above noted project and shall be read and considered in conjunction with Section 00425 - Unit Price Bid Form.
3. It is understood and agreed that with respect to the submission of this Schedule of Prices, the following shall apply:
  - .1 Items of Work are priced in accordance with the Bid Documents, including Section 00630 - Payment Conditions, Section 01275 - Measurement Rules, and Section 01280 - Measurement Schedule.
  - .2 Every price requested shall be submitted or the Bid may be declared informal, and the Bid may be rejected.
  - .3 Should any item be omitted or illegible, should any alteration be made to the text, or should any condition be added on or submitted with the Schedule of Prices, the Bid may be declared informal, and the Bid may be rejected.
4. Schedules: See next page.

**SCHEDULE A – CROSSWALK STRIPING**

**Town of Westlock  
2026 Line Striping Program**

**2026 Scope of Work**

The undersigned, having carefully read these Specifications, hereby agrees to supply all labour, superintendence, plant and materials for the completion of the Works described in these Specifications. Payment for Work described by these Specifications will include the following items:

	<b>Description</b>	<b>Length (ft)</b>	<b>Width (ft)</b>	<b>Unit Price</b>	<b>Extension</b>
1.	107 Street & 99 Avenue (Napa)	52.13	7	\$_____	\$_____
2.	107 Street & 100 Avenue (West Side)	52.29	7.83	\$_____	\$_____
3.	107 Street & 100 Avenue (North Side)	51	7.19	\$_____	\$_____
4.	107 Street & 100 Avenue (East Side)	52.71	6.18	\$_____	\$_____
5.	107 Street & 100 Avenue (South Side)	53.37	6.43	\$_____	\$_____
6.	107 Street & 102 Avenue	57.19	11.05	\$_____	\$_____
7.	107 Street & 103 Avenue (H&R Block, East/West))	44.79	10.22	\$_____	\$_____
8.	107 Street & 103 Avenue (H&R Block, North/South)	24.66	9.64	\$_____	\$_____
9.	106 Street & 101 Avenue (Doctors Office )	51.64	5.36	\$_____	\$_____
10.	106 Street & 101 Avenue (Legion)	48.99	6.26	\$_____	\$_____
11.	106 Street & 100 Avenue (East side, light intersection)	49.82	7.58	\$_____	\$_____
12.	106 Street & 100 Avenue (South side, light intersection)	51.3	7.5	\$_____	\$_____
13.	106 Street & 100 Avenue (West side, light intersection)	49.65	7.83	\$_____	\$_____

	<b>Description</b>	<b>Length (ft)</b>	<b>Width (ft)</b>	<b>Unit Price</b>	<b>Extension</b>
14.	106 Street & 100 Avenue (North side, light intersection)	51.22	8	\$ _____	\$ _____
15.	106 Street & 99 Avenue (Memorial Hall)	51.97	7.17	\$ _____	\$ _____
16.	105 Street & 100 Avenue (Kerri's Café)	62.28	6.92	\$ _____	\$ _____
17.	105 Street & 100 Avenue (Royal Bank)	52.05	6.92	\$ _____	\$ _____
18.	104 Street & 101 Avenue (RF Staples School, East Side)	41.3	7.58	\$ _____	\$ _____
19.	104 Street & 100 Avenue (RF Staples School, South Side)	45.78	6.43	\$ _____	\$ _____
20.	104 Street & 100 Avenue (RF Staples School, West Side)	39.84	6.76	\$ _____	\$ _____
21.	104 Street & 100 Avenue (RF Staples School, North Side)	45.12	7.5	\$ _____	\$ _____
22.	104 Street & 100 Avenue (Drayden Insurance)	57.25	9.32	\$ _____	\$ _____
23..	101 Street & 102 Avenue (RF Staples School, South)	42.31	7.25	\$ _____	\$ _____
24.	101 Street & 102 Avenue (RF Staples School, North)	42.64	6.76	\$ _____	\$ _____
25.	100 Street & 100 Avenue (Provincial Building)	36.70	5.68	\$ _____	\$ _____
26.	99 Street & 100 Avenue (Sobeys Corner, East/West)	47.26	7.5	\$ _____	\$ _____
27.	99 Street & 100 Avenue (Sobeys Corner, North/South)	55.18	8.9	\$ _____	\$ _____
28.	99 Street & 99 Avenue (St. Mary's School, Pedestrian School Zone)	37.94	6.84	\$ _____	\$ _____
29.	99 Avenue & 99 Street (Sobeys)	42.89	11.71	\$ _____	\$ _____
30.	97 Street & 99A Avenue (St. Mary's School, Front of School)	42.40	6.67	\$ _____	\$ _____

	<b>Description</b>	<b>Length (ft)</b>	<b>Width (ft)</b>	<b>Unit Price</b>	<b>Extension</b>
31.	97 Street & 100 Avenue (North/South)	43.06	6.1	\$ _____	\$ _____
32.	97 Street & 100 Avenue (East/West)	39	7.17	\$ _____	\$ _____
33.	97 Street & 102 Avenue	51.06	7.91	\$ _____	\$ _____
34.	102 Street & 104 Avenue (Ramzi's Service Road)	29.86	7.75	\$ _____	\$ _____
35.	106 Street & 104 Ave (Aquatic Centre Service Road)	41.16	9.89	\$ _____	\$ _____
36.	106 Street & 105 Avenue (Elementary School)	49.82	7.17	\$ _____	\$ _____
37.	102 Street & 110 Avenue (Aspendale Neighborhood)	37.12	9.32	\$ _____	\$ _____
38.	John Deere Intersection	52.63	9.98	\$ _____	\$ _____
39.	105 Street & 105 Avenue	60.22	7.91	\$ _____	\$ _____
40.	107 Street & Hwy 44	70.77	6.67	\$ _____	\$ _____
41.	Eastglen Playground Pedestrian Crossing	35	7	\$ _____	\$ _____

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**TOTAL SCHEDULE A**      \$ \_\_\_\_\_

**SCHEDULE B – LINE STRIPING**

**Town of Westlock  
2026 Line Striping Program**

**2026 Scope of Work**

The undersigned, having carefully read these Specifications, hereby agrees to supply all labour, superintendence, plant and materials for the completion of the Works described in these Specifications. Payment for Work described by these Specifications will include the following items:

	<b>Description</b>	<b>Length (ft)</b>	<b>Width (ft)</b>	<b>Unit Price</b>	<b>Extension</b>
1.	Hwy 18 & 100 Avenue (Library)	66.98	6.67	\$_____	\$_____
1.a.	Hwy 18 & 100 Avenue (Library) – Stop Line	23.17	1	\$_____	\$_____
2.	Hwy 18 & 100 Avenue (Provincial Building)	93.46	8.66	\$_____	\$_____
2.a.	Hwy 18 & 100 Avenue (Provincial Building) – Stop Line	42.23	1	\$_____	\$_____
3.	106 Street & 106A Avenue (East of Elementary)	55.76	8.16	\$_____	\$_____
4.	103A Street (Eastglen Playground)	34.97	7	\$_____	\$_____
5.	107 Street & 100 Avenue (North Side)	25.07	1	\$_____	\$_____
6.	107 Street & 100 Avenue (East Side)	25.32	1	\$_____	\$_____
7.	107 Street & 100 Avenue (South Side)	22.18	1	\$_____	\$_____
8.	107 Street & 100 Avenue (West Side)	27.47	1	\$_____	\$_____
9.	106 Street & 100 Avenue Intersection Stop Lines (North Side)	22.76	1	\$_____	\$_____
10.	106 Street & 100 Avenue Intersection Stop Lines (East Side)	19.63	1	\$_____	\$_____
11.	106 Street & 100 Avenue Intersection Stop Lines (South Side)	17.81	1	\$_____	\$_____

	<b>Description</b>	<b>Length (ft)</b>	<b>Width (ft)</b>	<b>Unit Price</b>	<b>Extension</b>
12.	106 Street & 100 Avenue Intersection Stop Lines (West Side)	19.21	1	\$ _____	\$ _____
13.	100 Street & Hwy 18 Intersection stop lines (North Side)	36.45	2.14	\$ _____	\$ _____
14.	100 Street & Hwy 18 Intersection stop lines (South Side)	29.78	2.06	\$ _____	\$ _____
15.	100 Street & Hwy 18 Intersection Sop Lines (Boston Pizza, North Side)	36.45	2.14	\$ _____	\$ _____
16.	100 Street & Hwy 18 Intersection Sop Lines (Boston Pizza, South Side)	29.78	2.06	\$ _____	\$ _____
17.	BP's Intersection Stop Lines (West Side)	14.68	1	\$ _____	\$ _____
18.	BP's Intersection Stop Lines (Highway Side)	40.08	2.3	\$ _____	\$ _____
19.	BP's Intersection Stop Lines (East Side)	23.83	1	\$ _____	\$ _____
20.	BP's Intersection Stop Lines (East of Ramada Hotel)	14.35	1	\$ _____	\$ _____
21.	Service Road, East of Ramada Stop Line	14.35	1	\$ _____	\$ _____
22.	Service Road by John Deere Crosswalk, West/East)	1304.85		\$ _____	\$ _____
23.	BP's Corner, South Side (West/East)	648.39		\$ _____	\$ _____
24.	Hwy 18 East Stop Line (along highway)	21.11	1	\$ _____	\$ _____
25.	Hwy 18 Service Road, North Side Boundary Line (East/West)	2659.27		\$ _____	\$ _____
26.	Highway 18 Service Road, solid white line on North side (West/East)	2234.46		\$ _____	\$ _____
27.	97 Street & 113 Avenue (BP's North/South Road), West Boundary Line	861.75		\$ _____	\$ _____
28.	97 Street & 113 Avenue (BP's North/South Road), East Boundary Line	741.63		\$ _____	\$ _____

**TOTAL SCHEDULE B** \$ \_\_\_\_\_

**SUMMARY OF SCHEDULES AND PRICES**

**SCHEDULE A – CROSSWALK** \$ \_\_\_\_\_

**SCHEDULE B – LINE STRIPING** \$ \_\_\_\_\_

**SUB-TOTAL** \$ \_\_\_\_\_

**G.S.T. (5%)** \$ \_\_\_\_\_

**TOTAL AMOUNT** \$ \_\_\_\_\_

**END OF SECTION**

**AGREEMENT BETWEEN Town of Westlock AND .....**

**This Agreement** made in triplicate on the ..... day of ..... 20.....:

**between**

Town of Westlock, hereinafter called the "Owner"

**and**

.....  
(Name of Contractor)

.....  
(address)

.....  
(City, Prov, Postal code)

hereinafter called the "Contractor"

**witnesses:** that the parties agree as follows:

**ARTICLE 1: THE WORK**

The Contractor shall perform the Work required by the Contract Documents for:

**Town of Westlock  
2026 Line Striping Program**

and do and fulfill everything required by this Agreement.

**ARTICLE 2: CONTRACT DOCUMENTS**

The Contract Documents referred to in Article 1 of this Agreement shall be as defined in the Contract Documents. Terms used in the Contract Documents which are defined in the Definitions and Interpretation Section shall have the meanings designated therein.

**CONTRACT TIME**

The Contractor shall attain Total Performance of the Work by the following date:

**...1st... day of ...August... of each year of the Contract.**

**ARTICLE 3: CONTRACT PRICE**

The Contract Price is ..... dollars

and ..... cents.

(\$.....) in Canadian funds (**GST in**).

**ARTICLE 4: TAXES AND DUTIES**

Unless otherwise stated in the Contract Documents, the Contractor shall pay all government sales taxes, customs duties and excise taxes with respect to the Contract.

Any increase or decrease in costs to the Contractor due to changes in such taxes and duties, after the closing date of the Tender submissions, shall increase or decrease the Contract Price accordingly.

Where an exemption from or recovery of government sales taxes, duties or excise taxes is applicable to the Contract, the procedure shall be as established in the Payment conditions and other applicable provisions in the Contract Documents.

**ARTICLE 5: PAYMENT**

The Owner shall make payment in Canadian funds to the Contractor on account of the Contract Price in accordance with the Payment Conditions and other applicable provisions in the Contract Documents.

The Owner shall hold back an amount equal to 10% from each progress payment as provided for in the Payment Conditions of the Contract Documents.

**ARTICLE 6: RIGHTS AND REMEDIES**

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. No action or failure to act by the Owner or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**ARTICLE 7: LANGUAGE AND LAW OF THE CONTRACT**

The language of the Contract is English and the Contract shall be construed and interpreted accordingly. The law prevailing in the Province of Alberta, Canada shall govern the interpretation of the Contract.

**ARTICLE 8: SUCCESSION**

The Contract Documents are to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties and subject to law and the provisions of the Contract Documents shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and permitted assigns.

**ARTICLE 9: NOTICES**

Notices to be given under the Contract shall be addressed to the parties as follows:

**The Owner at:**

Town of Westlock  
10003-106 Street  
Westlock, Alberta T7P 2K3

Telephone: 780-349-4444

**The Contractor at:**

.....  
(name)

.....  
(address)

.....

.....  
(City, Prov, Postal code)

Telephone: ..... Facsimile: .....



## 1. DEFINITIONS

In the Contract, the following terms shall have the meanings assigned to them:

- .1 "Additional Instruction" means a written instruction, issued by the Owner to the Contractor, clarifying or finalizing requirements of the Contract Documents and not involving a change in the Contract Price or the Contract Time.
- .2 "Agreement Form" means the document which, when executed by the Owner and the Contractor, formalizes the Contract.
- .3 "Bid" means the Contractor's priced offer to the Owner for the performance of the Work in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance.
- .4 "Certificate of Total Performance" means the certificate issued by the Owner's Representative, when to the best of his knowledge, information and belief, the entire Work has been performed to the requirements of the Contract Documents, except for defects in the Work not discovered by the Owner's Representative and the making good of faulty workmanship or materials during the maintenance period.
- .5 "Certificate of Warranty Performance" means the certificate issued by the Owner's Representative following a period of twelve (12) months from the date of the Certificate of Substantial Performance, or, if a Certificate of Substantial Performance is not issued, following a period of twelve (12) months from the date of the Certificate of Total Performance, which twelve (12) month period is hereafter referred to as the "maintenance period", certifying that to the best of his knowledge, information and belief the performance of the Work (except for defects in the Work not discovered by the Owner's Representative) has been completed.
- .6 "Change Order" means a written instruction, issued by the Owner to the Contractor on or after the date of execution of the Agreement Form, authorizing or ordering a Change in the Work or a change in the Contract Price or the Contract Time or any combination thereof.
- .7 "Change in the Work" means an addition to, deletion from or other modification of the Work consistent with the scope and intent of the Contract.
- .8 "Construction Equipment" means equipment, appliances and things required for the performance of the Work, but does not include Permanent Work or Temporary Work.
- .9 "Contemplated Change" means a written communication, issued by the Owner to the Contractor on or after the date of execution of the Agreement Form, containing a contemplated Change in the Work and requiring the Contractor to submit a quotation for executing such contemplated change, including the Contractor's proposed changes to either or both the Contract Price or the Contract Time.
- .10 "Contract" means the undertaking by the Owner and the Contractor to perform their respective duties, responsibilities and obligations as prescribed in the Contract Documents and represents the entire agreement between the Owner and the Contractor. The Contract Documents form the Contract.

- .11 "Contract Deficiency" means a deficiency in the Work, or part thereof, for which the Contractor is responsible under the Contract and includes a deficiency in any design for which the Contractor is responsible.
- .12 "Contract Documents" means: - the Letter of Acceptance; - the executed Agreement Form; - Instructions to Bidders, completed Bid Form, Schedule of Prices, and Supplements to Bid Form; - Information Documents specifically incorporated into the Contract Documents; - Definitions and Interpretation, Payment Conditions, Security Conditions, Insurance Conditions, General Conditions, Supplementary Conditions; - the Specifications; - the Drawings; - Addenda; - and such other documents as may be identified as Contract Documents, and shall include amendments thereto made pursuant to the provisions of the Contract.
- .13 "Contract Price" means the total amount payable by the Owner to the Contractor under the Contract as stated in the Agreement Form, including authorized adjustments thereto.
- .14 "Contract Time" means the period of time specified in the Contract for attainment of substantial Performance of the Work, including authorized adjustments thereto.
- .15 "Contractor" means the person, firm or corporation contracting directly with the Owner to perform the Work.
- .16 "Cost Plus Work" means a contractual arrangement that prescribes the cost of the work plus an allowance for overhead and profit, as expressly defined in the Contract, as payment for performance of the item of work to which it relates.
- .17 "Day" means a calendar day.
- .18 "Drawings" means the graphic and pictorial portions of the Contract Documents showing the design, location or dimensions of the Work, generally including plans, elevations, sections, details and diagrams.
- .19 "Information Documents" means information of any type and in any form related to the Project and identified in the Contract Documents as such, but which does not form part of the Contract unless specifically incorporated therein.
- .20 "Invention" means any new and useful practice, process, machine, device, manufacture or composition of matter, or any new and useful improvement thereof.
- .21 "Letter of Acceptance" means the formal acceptance by the Owner of the Contractor's Bid, including any modifications to the Bid agreed to by the Owner and the Contractor and incorporated therein.
- .22 "Lump Sum Work" means a contractual arrangement that prescribes a lump sum as payment for performance of the item of work to which it relates.
- .23 "Other Contractor" means any person, firm or corporation employed by or having a separate contract with the Owner for work related to the project other than that required by the Contract Documents.
- .24 "Owner" means the Owner as named elsewhere in these Contract Documents and includes a person acting for, or in place of, the Owner.

- .25 "Owner's Representative" means the employee identified in writing by a duly authorized officer to represent the Owner under the Contract.
- .26 "Permanent Work" means any structure, Product or thing constructed, manufactured or installed in the performance of the Work, but does not include Temporary Work.
- .27 "Products" means material, components, elements, machinery, equipment, fixtures, systems and other items forming the Work or part thereof but does not include Construction Equipment. "Products" is synonymous with "Materials".
- .28 "Project" means the total construction of which the Work to be provided under the Contract may be the whole or a part.
- .29 "Prompt Payment and Construction Lien Act" means the Prompt Payment and Construction Lien Act (Alberta), R.S.A. 2000, c. B-7 and is referred to as the Prompt Payment Act.
- .30 "Proper Invoice" means an application for payment containing the information that is required for the application for payment to constitute a "Proper Invoice" under the Prompt Payment Act and this Contract.
- .31 "Regulatory Requirements" means laws, ordinances, rules, regulations, orders, codes, and other legally enforceable requirements in effect and applicable to the performance of the Work.
- .32 "Schedule of Prices" means the completed Schedule of Prices submitted by the Contractor with his Bid, as accepted by the Letter of Acceptance.
- .33 "Site" means the designated Site or location of the Work and any other places as may be specifically designated in the Contract as forming part of the Site.
- .34 "Specifications" means that portion of the Contract Documents comprising Divisions 1 to 16 of the specification format including the General Requirements and technical specifications.
- .35 "Subcontractor" means a person, firm or corporation having a contract with the Contractor for the performance of a part of the Work at the Site.
- .36 "Sub-subcontractor" means a person, firm or corporation having a contract with a Subcontractor for the performance of a part of the Work at the Site.
- .37 "Substantial Performance of the Work" means the time when the prerequisites to Substantial Performance of the Work required by the Contract are fulfilled and the Work is ready for use or is being used for the purpose intended and the state of the work is so declared, in writing, by the Owner.
- .38 "Supplier" means a person, firm or corporation having a contract with the Contractor, a Subcontractor or a Sub-subcontractor for the supply of goods or services to be incorporated into or utilized in the performance of the Work.
- .39 "Temporary Work" means site offices, temporary structures, facilities and controls and other temporary things required for the performance of the Work, but does not include Construction Equipment.

- .40 "The Standards" means reference to the Town of Westlock Design Standards 2022.
- .41 "Total Performance of the Work" means the time when the prerequisites to Total Performance of the Work required by the Contract are fulfilled and the entire Work, except those items arising from the warranty provisions of the Contract, has been performed to the requirements of the Contract Documents and is so declared, in writing, by the Owner.
- .42 "Unit Price" means the amount payable by the Owner to the Contractor under the Contract for a single unit of each separately identified item of work for which a unit price is prescribed as the basis of payment, as stated in the Schedule of Prices.
- .43 "Unit Price Work" means a contractual arrangement that prescribes the product of a Unit Price multiplied by a number of units of measurement of a class as payment for performance of the item of work to which it relates.
- .44 "Warranty Performance of the Work" means the time when the prerequisites to Warranty Performance of the Work required by the Contract are fulfilled and all items arising from the warranty period or periods required by the Contract have been corrected by the Contractor and the state of the Work is so declared, in writing, by the Owner.
- .45 "Work" means the total construction and related services required by the Contract Documents.

## **2. INTERPRETATION**

The Contract shall be interpreted as follows:

- .1 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all.
- .2 Words importing the singular also include the plural and the masculine includes the feminine and vice-versa where the context requires.
- .3 "Herein", "hereby", "hereof", "hereunder" and similar expressions refer to the Contract as a whole and not to a particular part thereof, unless the context indicates otherwise.
- .4 Words and abbreviations which have well known technical meanings are used in the Contract in accordance with such recognized meanings.
- .5 Words importing persons or parties shall include firms and corporations and any organization having legal capacity.
- .6 In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an", but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.
- .7 The imperative mood is used extensively in the Contract Documents, particularly the Specifications. Such language is always directed to the Contractor, and it is the Contractor's responsibility to perform the Work specified in the imperative mood, unless specifically stated otherwise.

- .8 Unless the context indicates otherwise, where a term is defined in the Contract Documents, other parts of speech or grammatical forms of the same word or expression have corresponding meanings.
- .9 Unless the context indicates otherwise, all monetary amounts shall be interpreted as amounts in the lawful currency of Canada.
- .10 When provision is made for the giving or issue of any notice, consent, approval, certificate or determination by any person, unless otherwise specified, such notice, consent, approval, certificate or determination shall be in writing and the words "notify", "certify" or "determine" shall be construed accordingly. Any such consent, approval, certificate or determination shall not unreasonably be withheld or delayed.
- .11 When provision is made for a communication to be "written" or "in writing" this means any handwritten, typewritten or printed communication, including facsimile transmissions.
- .12 Except in relation to a change in the Contract Time, any period of time in the Contract within which the Owner or the Contractor is to take action or decide anything may be extended by agreement, notwithstanding that the period of time has expired.
- .13 The term "including" or "includes" shall be construed as inclusive and not exclusive, and shall be interpreted to mean including but not necessarily limited to the items referred to.
- .14 In the event of ambiguities, discrepancies and conflicts between the several documents forming the Contract Documents the following order of precedence shall apply:
  - .1 Executed Agreement Form.
  - .2 Letter of Acceptance.
  - .3 Addenda.
  - .4 Supplementary Conditions.
  - .5 Conditions of Contract, including General, Payment, Security and Insurance Conditions.
  - .6 Specifications.
  - .7 Drawings.
  - .8 Drawings of larger scale shall govern over those of smaller scale of the same date.
  - .9 Figured dimensions shown on a Drawing shall govern even though they may differ from dimensions scaled on the same Drawing.

Notwithstanding the foregoing, documents of later date shall always govern over the documents amended.

**END OF SECTION**

## **1. RELATED REQUIREMENTS**

- .1 Hold Harmless Agreement: General Conditions.

## **2. GENERAL AREQUIREMENTS FOR INSURANCE**

- .1 Without restricting the generality of the hold harmless provisions of the General Conditions of Contract and without limiting the obligations or liabilities under the Contract, Contractor shall, provide, maintain, and pay for the insurance coverages specified in this Section.
- .2 Form: Insurance policies shall be placed with Insurers, licensed to conduct business in the Province of Alberta, who comply with the Insurance Act (Alberta) and be in forms acceptable to the Owner.
- .3 Duration: Unless otherwise specified, required insurance coverages shall be maintained continuously from date of commencement of the Work until date of Total Performance of the Work.
- .4 Waiver of Recourse and Subrogation: Contractor waives all rights of recourse and subrogation against Owner for damages to Contractor's property.
- .5 Notice of Change to Policy: Each required policy shall be endorsed to provide the Owner with not less than 30 days' advance written notice of cancellation or material change restricting coverage.
- .6 Proof of Insurance: Prior to commencement of any activities on site, Contractor shall provide Owner with proof that insurance coverages are in effect and meet specified conditions. In addition, Contractor shall at any time upon request, promptly file certified true copy of any insurance policy and shall otherwise provide proof of any required insurance, in a form acceptable to the Owner.
- .7 Subcontractors' Insurance: Contractor shall ensure that Subcontractors provide their own General Liability Insurance, Automobile Liability Insurance, where such risks exist, Aircraft and Watercraft Liability Insurance, and Other Insurance equivalent to that specified herein. With respect to General Liability Insurance, Contractor may alternatively provide such insurance on a wrap-up basis insuring himself, his Subcontractors, and anyone employed directly or indirectly by himself or his Subcontractors to perform a part of the Work.

## **3. GENERAL LIABILITY INSURANCE**

- .1 General Liability Insurance shall be in the name of the Contractor. The policy shall include the Owner and the Owner's Representative as Additional Insured with respect to liability arising from the Contractor's operations with regard to the work. The limits shall not be less than five million dollars inclusive per occurrence. The insurance coverage shall include at least the following extensions: Premises, Property and Operations; Occurrence basis, Owners/Contractors' protective, Products and Completed Operations; Blanket Contractual; Employees as Additional Insureds: Broad Form Property Damage; Broad Form Loss of Use; Personal Injury; Incidental Malpractice; Contingent Employers' Liability; Cross Liability/Severability of Interests; Non-Owned Automobile Liability

including Endorsement Form 96; Intentional Injury to protect persons or property, X-plate/unlicensed/specially licensed vehicles; Attached Machinery; Voluntary Medical Payments. To achieve the desired limit, umbrella or excess liability insurance may be used. The Policy shall be endorsed to provide the Owner with not less than 30 days' notice in writing in advance of any cancellation or change or amendment restricting coverage.

#### **4. AUTOMOBILE LIABILITY INSURANCE**

- .1 Automobile Liability Insurance in respect of licensed vehicles shall have limits of not less than five million dollars inclusive per occurrence for bodily injury, death, and damage to property, in the following forms endorsed to provide the Owner with not less than fifteen (15) days' written notice in advance of any cancellation or change or amendment restricting coverage:
  - .1 Standard Owner's Form SPF #1 Automobile Policy providing Third Party Liability and Accident Benefits Insurance and covering licensed vehicles owned or operated by or on behalf of the Contractor.

#### **5. AIRCRAFT AND WATERCRAFT LIABILITY INSURANCE**

- .1 Aircraft and Watercraft Liability Insurance with respect to owned or non-owned aircraft or watercraft if used directly or indirectly in the performance of the Work, including use of additional premises, shall be subject to limits of not less than two million dollars inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than one million dollars for Aircraft Passenger Hazard. Such insurance shall be in the form acceptable to the Owner. The policies shall be endorsed to provide the Owner with not less than thirty (30) days' written notice in advance of cancellation, change or amendment restricting coverage.

#### **6. COURSE OF CONSTRUCTION AND BOILER INSURANCE**

- .1 All Risk Property Insurance shall be in the joint names of the Contractor and the Owner, insuring not less than the sum of the Contract Price and the full value, as stated in the General Requirements, of products that are specified to be provided by the Owner for incorporation into the Work. The insurance coverage shall be maintained continuously until ten (10) days after the date of the Certificate of Total Performance.
- .2 Boiler Insurance insuring the interests of the Contractor, the Owner and the Owner's Representative for not less than the replacement value of boilers and pressure vessels forming part of the Work. The insurance coverage shall be maintained continuously from the commencement of use or operation of the property insured and until ten (10) days after the date of the Certificate of Total Performance.
- .3 Should the Owner wish to use or occupy part or all of the Work, he shall give thirty (30) days' written notice to the Contractor of the intended purpose and extent for such use or occupancy. Prior to such use or occupancy the Contractor shall notify the Owner in writing of the additional premium cost, if any, to maintain such insurance which shall be at the Owner's expense. If because of such use or occupancy the Contractor is unable to provide coverage, the Owner, upon written notice from the Contractor and prior to such use or occupancy, shall assume the responsibility to provide, maintain and pay for

Property and Boiler Insurance insuring the full value of the Work, as in (a) and (b) above, including coverage for such use or occupancy and the Contractor shall refund to the Owner the unearned premiums applicable to the Contractor's Policies upon termination of coverage.

.4 The Policies shall provide that, in the event of a loss or damage, payment shall be made to the Owner and the Contractor as their respective interests may appear. The Contractor shall act on behalf of the Owner and himself for the purpose of adjusting the amount of such loss or damage payment with the Insurers. When the extent of the loss or damage is determined, the Contractor shall proceed to restore the Work. Loss or damage shall not affect the rights and obligations of either party under the Contract except that the Contractor will be entitled to such reasonable extension of time for completion of the Work as the Owner's Representative may decide.

.5 Payment for Loss or Damage:

.1 When the property insurance has been obtained by the Contractor in accordance with the requirements of this Section: The Contractor shall be entitled to receive from the payments made by the Insurer the amount of his interest in the restoration of the work. In addition, the Contractor shall be entitled to receive from the Owner (in addition to the amount due under the Contract) the amount in which the Owner's interest in the restoration of the Work has been appraised, such amount to be paid upon receipt of payment or payments from the Insurer in accordance with the Owner's Representative's certificates for payment.

.2 When the property insurance has been obtained by the Owner pursuant to the terms of the Contract Documents: The Contractor shall be entitled to receive from the payments made by the Insurer the amount of the Contractor's interest in the restoration of the Work. In addition, the Contractor shall be entitled to receive from the Owner (in addition to the amount due under the Contract) the amount in which the owner's interests in the restoration of the Work has been appraised, such amount to be paid as the restoration of the Work proceeds and in accordance with the requirements of Contract Documents.

.6 The Contractor shall be responsible for deductible amounts under the policies.

## **7. CONTRACTORS' EQUIPMENT INSURANCE**

.1 All Risks Contractors' Equipment Insurance covering construction machinery and equipment owned or rented and used by the Contractor and/or Subcontractors for the performance of the Work, including Boiler Insurance on temporary boilers and pressure vessels, shall be in the form acceptable to the Owner.

## **8. OTHER INSURANCE**

.1 Contractor shall provide, maintain and pay for any additional insurance required to be provided by law, or which he considers necessary to cover risks not otherwise covered by insurance specified in the Contract Documents.

**END OF SECTION**

## **FEDERAL GOODS AND SERVICES TAX**

- .1 Monies payable by the Owner to the Contractor shall be inclusive of the Federal Goods and Services Tax (GST).

## **2. BASIS OF PAYMENT**

- .1 Payment for Lump Sum Work shall be based on the prices in the Contract and, when required by the Contract, the approved schedule of values for such work.
- .2 Payment for Unit Price Work shall be based on the Unit Prices in the Contract.
- .3 Payment for Cost Plus Work shall be based on the cost of such work, as specified herein, plus a fee in the amount of 10% of the cost of such work for the Contractor's overhead and profit except that no fee shall be applied to the cost of Construction Equipment when such cost is based on rates which already include the Contractor's overhead and profit.
- .4 The cost of Cost Plus Work shall be computed as the sum of the following cost elements as applicable to such work:
  - .1 Cost of labour (other than labour costs included in other cost elements) comprised of payroll costs for employees in the direct employ of the Contractor. Such employees shall include the superintendent and foremen at the Site. Payroll costs shall include salary, fringe benefits and statutory charges paid by Contractor. Fringe benefits shall include health care, vacations with pay, sick time allowance, and pension plan, life and disability insurance, dental and medication plan contributions. Statutory charges shall include contributions for Canada Pension Plan, Workers' Compensation, statutory holidays and Unemployment Insurance. Labour rates shall be consistent with rates actually paid for equivalent job classifications in the normal performance of Lump Sum Work or Unit Price Work or, if there are no such equivalencies, under a schedule of job classifications and labour rates agreed upon by the Owner and the Contractor, if possible before labour costs are incurred.
  - .2 Cost of Products supplied and incorporated into Permanent Work, including cost of transportation and storage thereof and Supplier's site services required in connection therewith. Cash discounts shall accrue to the Contractor. Trade discounts, rebates and refunds and returns from sale of surplus Products shall accrue to the Owner.
  - .3 Cost of Construction Equipment:

Cost of Construction Equipment shall be paid at the rates specified in the current edition of the Equipment Rental Rates Guide published by the Alberta Roadbuilders and Heavy Construction Association, hereinafter called the "Rates Guide", subject to the following:

    - .1 Rates specified in the Rates Guide shall be deemed to include all overhead and profit, regardless of whether Construction Equipment is provided by the Contractor, Subcontractors or Sub-subcontractors.

- .2 Rates specified in the Rates Guide shall be deemed to include cost of owning, operating, loading, unloading, assembling, erecting, and dismantling.
  - .3 When applicable rates are not included in the Rates Guide, costs shall be paid at the rates agreed upon by the Owner and the Contractor, if possible before such costs are incurred.
  - .4 Cost of moving Construction Equipment to and from the Site shall not be payable, unless such cost is solely attributable to the Work and is approved as such by the Owner.
  - .5 Except for Construction Equipment traveling under its own power, travel time for Construction Equipment shall not be payable. Unless otherwise approved by the Owner, Construction Equipment shall be moved by the most economical method.
- .5 Cost of Temporary Work, including cost of transportation and maintenance thereof, used and consumed in the performance of the Work and the cost less fair market value of such work used but not consumed which shall remain the property of the Contractor.
  - .6 Cost of special services, including the cost of architects, engineers, specifiers, surveyors, testing laboratories and inspection agencies.
  - .7 Supplemental costs, including:
    - .1 Travel and subsistence costs of Contractor's employees.
    - .2 Statutory charges, including fees, cost of permits and licenses and custom duties.
    - .3 Cost of rights-of-way and other land related costs.
    - .4 Royalty payments and patent license fees.
    - .5 Deposits lost for causes other than the Contractor's fault or negligence.
  - .8 Subcontract and Sub-subcontract costs, including payments made by the Contractor to Subcontractors and by Subcontractors to Sub-subcontractors in accordance with the requirements of such contracts. Subcontractors' and Sub-subcontractors' costs and fee for overhead and profit for Cost Plus Work to be performed under such contracts shall be determined in the same manner as the Contractor's cost and fee.
  - .9 With respect to Cost Plus Work:
    - .1 Costs payable by Owner shall be directly related to or shall have been necessarily and properly incurred in the performance of such work.
    - .2 Overhead shall include the Contractor's costs related to the operation and maintenance of his head office and branch offices, administration at head office and branch offices, general management, legal, audit and accounting services, buying organization, corporate tax, financing and other bank charges, company directors, salaries and other compensation of personnel stationed off-site, design of Construction Equipment and Temporary Work, supervision, planning and scheduling of work, expendable and unexpendable small tools, including maintenance thereof, clean up and recruitment and training of site staff.

- .3 Contractor shall obtain the Owner's prior approval to subcontract or enter into other agreements for Cost Plus Work.
- .4 Costs claimed for delay or extension of the contract will be considered only if the Contractor has clearly demonstrated the work delayed or extended the critical path of the project.
- .5 The Owner may refuse to pay all or part of the cost of any Work item under any cost element, where the item in question was, in the Owner's opinion, unsuitable for the Work performed.

### **3. MEASUREMENT FOR PAYMENT**

- .1 Unless otherwise specified in the Contract, the Owner shall measure the Work for the purpose of determining payment to the Contractor in accordance with the measurement provisions of the Contract.

### **4. PROGRESS PAYMENTS**

- .1 Prior to Substantial Performance of the Work, the Owner shall make monthly payments to the Contractor.
- .2 Within 5 days prior to the end of each monthly payment period, the Contractor shall submit to the Owner a draft of the Contractor's proposed application for payment for all of the Work performed by the Contractor in that month, in order to facilitate and expedite payments, including an estimate of the Work to be performed and Products to be delivered at the date of such application for payment but before the end of that month, and including any reports or certificates confirming the satisfactory completion of any commissioning and testing required by the Contract Documents for any completed part of the Work that the Contractor will include in its application for payment
  - .1 The Contractor shall review with the Owners Representative, the draft application for payment and the percentage of the Work completed for each item indicated in the schedule of values. This procedure shall be complied with for each draft application for payment.
  - .2 Nothing in this paragraph is intended to be a condition, pre-condition, prevent or delay the Contractor's right to submit its applications for payment and the Prompt Payment Act.
- .3 Within 5 days after the end of each monthly payment period, the Contractor shall submit to the Owner:
  - .1 Proper Invoice containing the information required for the application for payment to constitute a "Proper Invoice" under the Prompt Payment and Construction Lien Act (Alberta), R.S.A. 2000, c. B-7 including:
    - .1 Contractor's name and business address.
    - .2 Date of the invoice and the period during which the work was done or materials were furnished.

- .3 The applicable contract number.
  - .4 A clear description, including quantity if appropriate, of the Work or Materials furnished.
  - .5 The amount requested for payment and the corresponding payment terms broken down for the work done or materials furnished.
  - .6 The name, title, telephone number, email address and mailing address of the person to whom payment is to be sent.
  - .7 A statement indicating that the invoice provided is intended to constitute a Proper Invoice.
- .2 Completed Statutory Declaration Form, at and after the second monthly payment period.
  - .3 Workers' Compensation Board verification that the Contractor's account is in good standing.
  - .4 Any data requested by the Owner to assist the Owner to determine the amount due and payable to the Contractor.
  - .5 For Products stored by the Contractor on the Site for incorporation in Permanent Work but not incorporated in such Work, proof of purchase price and delivery to the Site, along with a statement of the quantity of such Products and the Schedule of Prices item to which the Products relate.
- .4 The Owner shall, within 28 days after the receipt of a Proper Invoice and subject to having received within the time specified any required information referred to in clause 4.2, pay to the Contractor the undisputed amount due and payable, up to the end of the monthly payment period in respect of:
    - .1 The value of Work executed.
    - .2 The value of Work executed pursuant to authorized Changes in the Work.
    - .3 The value of Products stored by the Contractor on the Site for incorporation in Permanent Work but not incorporated in such Work.
    - .4 Adjustments due to changes in Regulatory Requirements or price fluctuation provisions of the Contract, if applicable.
    - .5 Any other amount determined by the Owner.
    - .6 Subject to:
      - .1 any deductions under clause 10:
      - .2 any withholdings under clause 11; and
- .5 If the amount of any invoice is disputed by the Owner, the Owner shall give notice of dispute (Form 1 "Owners' Notice of Dispute" attached) within specifying the amount of the Proper Invoice that is not being paid and detailing all the reasons for non-payment.

- .6 For Unit Price Work, Owner may, at his discretion, make partial payment based on partial completion of the scope of a single unit of an item of Work. Partial payment (payment of the undisputed amount by the owner) can only occur if a notice of dispute (Form 1 "Owners' Notice of Dispute") was issued within 14 days after the Owner received a Proper Invoice.
- .7 If, after receipt of a progress payment from the Owner, the Contractor disagrees with the amount of such payment, such amount shall nevertheless be considered to be correct unless the Contractor, within 7 days after such receipt, notifies the Owner of the respects in which such payment is claimed by him to be incorrect. On receipt of such notice, the Owner shall review the amount of the payment and either confirm or vary it. If the Owner varies the payment, such variance shall be added to the next progress payment.
- .8 Notwithstanding the terms of this clause or any other clause of the Contract, no amount shall be paid by the Owner until the contract security and proof of insurance, if required under the Contract, have been provided by the Contractor.

## **5. FINAL PAYMENT**

- .1 Upon the accepted date of Total Performance, the Contractor shall submit an application for final payment in the form of a Proper Invoice containing all of the documents and information required under this Agreement, including all final reports and certificates confirming satisfactory completion of all required commissioning and testing, to the extent applicable.
- .2 Upon receipt of the final invoice the Owner will pay to the Contractor the unpaid balance of any monies then due under the Contract, PROVIDED THAT the Owner's Representative may dispute, and withhold, or on account of subsequently discovered evidence, nullify the whole or any part of any certificate to such an extent as may be necessary to protect the Owner from loss on account of:
  - .1 The Contractor's unsatisfactory prosecution of the Work.
  - .2 Defective or damaged Work requiring correction or replacement.
  - .3 Claims or liens filed or reasonable evidence indicating the probable filing of claims or liens.
  - .4 Failure of the Contractor to make payments promptly to subcontractors or for materials or labour.
  - .5 A reasonable doubt that the Contract can be completed for balance unpaid.
  - .6 Damage to an Other Contractor's Work which has not been settled which may result in the Other Contractor whose Work has been damaged bringing action against the Owner. In case of action, the Contractor will bear the expense of same.
  - .7 When the above conditions are resolved to the satisfaction of the Owner, payment shall be made for the amounts withheld because of them.

- .3 The final payment shall represent full and final settlement of all monies due to the Contractor pursuant to the Contract except with respect to unresolved claims, if any.

**6. OWNER'S LIABILITY**

- .1 After the final payment issued has been made, the Owner shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract, except as may be provided elsewhere in the Contract, unless the Contractor shall have made a claim in respect therefore prior to or within the time specified in the Prompt Payment Act.

**7. DELAY IN MAKING PAYMENT**

- .1 In respect of progress payments, payment after Substantial Performance of the Work, and final payment, the Owner shall pay the Contractor an amount that the Owner considers to be due to the Contractor, pursuant to the Contract, within the time specified.

**8. RIGHT OF SET-OFF**

- .1 Without limiting any right of set-off, deduction or recovery given or implied by law or elsewhere in the Contract, the Owner may set off any amount payable to the Owner by the Contractor, or recoverable from the Contractor by the Owner, under the Contract or under any other current contract against any amount payable to the Contractor under this Contract.
- .2 For the purposes of these Payment Conditions, "other current contract" means a contract between the Owner and the Contractor under which the Contractor has an undischarged obligation to perform or supply work, labour, or material, or in respect of which the Owner has, since the date of execution of the contract agreement, exercised any right to take the work that is the subject of the contract out of the Contractor's hands.

**9. DEDUCTIONS FROM PAYMENTS**

- .1 Owner may dispute and deduct any amount claimed by or payable to Contractor in conjunction with General Conditions 15 including but not limited to:
  - .1 An amount at least equal to the value, as determined by Owner, of Work not in accordance with Contract Documents.
  - .2 The amount of any unresolved third-party claim submitted pursuant to the Prompt Payment Act or applicable requirements of the Contract.
  - .3 The amount of any unpaid and overdue statutory account related to the Contract and of which the Owner has received notice, and which is enforceable against the Owner.
  - .4 The amount of any overpayment made by the Owner to the Contractor.
  - .5 Any other amount recoverable by the Owner from the Contractor under the Contract.

**10. WITHHOLDING OF PAYMENT**

- .1 Owner may issue a Notice of Dispute in accordance with the Prompt Payment Act and withhold all or part of any amount payable to Contractor in order to protect the Owner or third parties from loss due to Contractor's:
  - .1 Failure to make payments properly to Subcontractors or for labour, materials or equipment.
  - .2 Failure to ensure that Subcontractors make payments properly to Sub-subcontractors or for labour, materials, or equipment.
  - .3 Inability to complete the Work within the Contract Time.
  - .4 Inability to complete the Work for the unpaid balance of the Contract Price.
  - .5 Persistent failure to perform the Work in accordance with the Contract Documents.
- .2 When the causes for withholding payment pursuant to 11.1 are removed to the Owner's satisfaction, the Owner shall pay the Contractor the amount previously due and payable with the next progress payment.

**11. TITLE TO AND ACCEPTANCE OF WORK**

- .1 Contractor warrants that title to work and Products covered by any payment made by the Owner to the Contractor will pass to the Owner, at the time of payment, free and clear of all claims, interests and encumbrances.
- .2 Contractor further warrants that Products stored at the Site and for which payment has been received, shall not be removed from the Site and shall be kept secure and protected.

- .3 Payments made by Owner shall not be construed as an acceptance that the Work, Products, or any part thereof is complete, is satisfactory or is in accordance with the Contract Documents.

### Form 1

#### Owner's Notice of Dispute (Section 32.2(2) of the Act)

Name of Owner:

\_\_\_\_\_

Owner address:

\_\_\_\_\_

Work site legal land description: \_\_\_\_\_

\_\_\_\_\_

Name of Contractor:

\_\_\_\_\_

Contractor address:

\_\_\_\_\_

Contractor address for service, if known:

\_\_\_\_\_

The Owner disputes the proper invoice dated \_\_\_\_\_, submitted to the Owner by the Contractor in respect to the work done or material furnished. The Owner will not pay the indicated amount payable under the invoice:

(Please check the appropriate box)

The full amount of the proper invoice, being \$ \_\_\_\_\_

A portion of the amount of the proper invoice, being \$ \_\_\_\_\_

Reason(s) for non-payment:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Owner)

END OF SECTION

# Statutory Declaration of Payment Distribution

### Identification of Contract

Contract Name (location and description of the Work as it appears in the Contract Documents)	
	Date of This Application for Payment
	Month                  Day                  Year
	Date of Last (Immediate Preceding) Application for Payment
	Month                  Day                  Year

### Identification of Declarant (person making the declaration)

Full Name of Declarant	Position or Title (of office held with Contractor)		
Business Name (Name of Contractor)			
Business Address			
City or Town	Province	Postal Code	

### Declaration

I, the undersigned, solemnly declare that as of the date of this application for payment:

- .1 all the Contractor's lawful obligations to subcontractors and suppliers, in respect of work contracted for and performed before the date of the last (immediate preceding) application for payment, are fully discharged, except for (i) hold back monies properly retained, and (ii) payments deferred by agreement;
- .2 all the Contractor's lawful obligations to workers, in respect to work contracted for, are fully discharged;
- .3 all assessments and payments required to be made by the Contractor under law have been made in full; and that
- .4 I am an authorized signing officer of the Contractor and have personal knowledge of the contract identified and the facts stated in this statutory declaration.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

**Making a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines, imprisonment, or both.**

\_\_\_\_\_

Signature of declarant

### Attestation (to be completed by a person empowered to receive declarations, e.g. Commissioner of Oaths, Notary Public, etc.)

DECLARED before me at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

City/Town and Province

---

Signature of person before whom declaration is made	Authority to receive solemn declarations	Expiry date
Name (please print)	<p><b>Any changes or corrections on this Statutory Declaration must be initialed by the person before whom the declaration is made.</b></p>	

<b>1.</b>	<b>OWNER AND OWNER'S REPRESENTATIVE</b>	<b>4.10</b>	Owner's Responsibilities for Safety
<b>1.1</b>	Owner's Duties and Authority	<b>4.11</b>	Care of Work
<b>1.2</b>	Owner's Representative	<b>4.12</b>	Responsibility to Rectify Loss or Damage
<b>1.3</b>	Appointment of Assistants	<b>4.13</b>	Hold Harmless Agreement
<b>1.4</b>	Instructions in Writing	<b>4.14</b>	Regulatory Requirements
<b>1.5</b>	Owner Interpreter of Contract	<b>4.15</b>	Artifacts and Fossils
<b>1.6</b>	Owner's Determinations	<b>4.16</b>	Patent Rights
<b>1.7</b>	Owner's Review	<b>4.17</b>	Royalties
		<b>4.18</b>	Other Contractors
		<b>4.19</b>	Permanent Work Designed by Contractor
<b>2.</b>	<b>ASSIGNMENT, SUBCONTRACTING AND NOMINATION</b>	<b>4.20</b>	Records and Audit
<b>2.1</b>	Assignment	<b>4.21</b>	Record of Labour and Construction Equipment
<b>2.2</b>	Subcontracting	<b>4.22</b>	Customs
<b>2.3</b>	Nominated Subcontractors and Suppliers	<b>4.23</b>	Urgent Remedial Work
<b>3.</b>	<b>DOCUMENTS</b>	<b>5.</b>	<b>QUALITY OF PRODUCTS AND WORK</b>
<b>3.1</b>	Property and Use of Contract Documents	<b>5.1</b>	Products and Workmanship
<b>3.2</b>	Reporting of Conflicts, Errors and Discrepancies	<b>5.2</b>	Cost of Samples
<b>3.3</b>	Disruption of Progress	<b>5.3</b>	Cost of Tests Provided For
<b>3.4</b>	Additional Instructions	<b>5.4</b>	Cost of Tests Not Provided For
<b>3.5</b>	Forms	<b>5.5</b>	Inspection and Testing
		<b>5.6</b>	Dates for Inspection and Testing
		<b>5.7</b>	Rejection
		<b>5.8</b>	Cost for Inspection and Testing
		<b>5.9</b>	Independent Inspection
		<b>5.10</b>	Examination of Work Before Covering Up
<b>4.</b>	<b>GENERAL OBLIGATIONS</b>	<b>5.11</b>	Uncovering and Making Openings
<b>4.1</b>	Contractor's Responsibilities	<b>5.12</b>	Removal of Improper Work or Products
<b>4.2</b>	Contract Security		
<b>4.3</b>	Site Operations and Methods of Construction		
<b>4.4</b>	Differing Physical Conditions or Obstructions		
<b>4.5</b>	Climatic and Weather Conditions		
<b>4.6</b>	Contractor's Superintendence		
<b>4.7</b>	Contractor's Employees		
<b>4.8</b>	Owner May Object		
<b>4.9</b>	Safety, Security and Protection of the Environment		

**6. COMMENCEMENT, COMPLETION, CONTRACT TIME AND DELAYS**

- 6.1 Commencement of Work
- 6.2 Possession of Site and Access to Site
- 6.3 Contract Time
- 6.4 Extension of Contract Time
- 6.5 Contractor to Provide Notification and Details
- 6.6 Interim Determination of Extension of Time
- 6.7 Rate of Progress
- 6.8 Substantial Performance of the Work
- 6.9 Substantial Performance of Part or Parts of Work
- 6.10 Total Performance of the Work
- 6.11 Warranty Performance of the Work
- 6.12 Acceleration
- 6.13 Damages for Delay

**7. WARRANTY**

- 7.1 Warranty Period
- 7.2 Completion of Outstanding Work
- 7.3 Remedying Defects
- 7.4 Contractor's Failure to Carry Out Instructions
- 7.5 Contractor to Search

**8. CHANGES AND VARIATIONS**

- 8.1 Changes in the Work
- 8.2 Instructions for Changes in the Work
- 8.3 Valuation of Changes in the Work
- 8.4 Impact of Changes in the Work
- 8.5 Quantity Variations

**9. CHANGES IN COST AND REGULATORY REQUIREMENTS**

- 9.1 Increase or Decrease in Cost
- 9.2 Changes in Regulatory Requirements

**10. CLAIMS**

- 10.1 Notice of Claims
- 10.2 Contemporary Records
- 10.3 Substantiation of Claims
- 10.4 Payment of Claims
- 10.5 Obligations to and Claims of Third Parties
- 10.6 Claims Against Owner Only

**11. RELEASE FROM PERFORMANCE**

- 11.1 Frustration
- 11.2 Removal of Construction Equipment on Termination
- 11.3 Payment if Contract Terminated

**12. SUSPENSION AND TERMINATION BY OWNER**

- 12.1 Suspension of Work
- 12.2 Owner's Determination Following Suspension
- 12.3 Suspension Lasting More Than 91 Days
- 12.4 Termination of Contract

**13. DEFAULT OF CONTRACTOR**

- 13.1 Default
- 13.2 Valuation at Date of Termination
- 13.3 Payment After Termination
- 13.4 Assignment of Benefit of Agreement

**14. DEFAULT OF OWNER**

- 14.1 Failure of Owner to Pay
- 14.2 Removal of Construction Equipment
- 14.3 Payment on Termination
- 14.4 Contractor May Suspend Work
- 14.5 Resumption of Work

**15. SETTLEMENT OF DISPUTES**

**15.1** Disputes

**15.2** Notice of Dispute

**15.3** Negotiated Settlement

**15.4** Mediation

**15.5** Arbitration

**1. OWNER AND OWNER'S REPRESENTATIVE**

**1.1 OWNER'S DUTIES AND AUTHORITY**

- .1 The Owner shall carry out the duties and exercise the authority specified in the Contract.

**1.2 OWNER'S REPRESENTATIVE**

- .1 The Owner shall appoint a representative, who shall, unless the Contractor is expressly advised otherwise by the Owner, have full authority to act on behalf of and bind the Owner under the Contract.

**1.3 APPOINTMENT OF ASSISTANTS**

- .1 The Owner's Representative may appoint any number of persons to assist him in carrying out his duties. He shall notify the Contractor of the names, duties and scope of authority of such persons.
- .2 The failure of any assistants appointed pursuant to clause 1.3.1 to disapprove any work shall not prejudice the authority of the Owner to disapprove such work and to give instructions for the rectification thereof.

**1.4 INSTRUCTIONS IN WRITING**

- .1 The Contractor shall take instructions only from the Owner or any assistants appointed pursuant to clause 1.3. Instructions given by the Owner shall be in writing, provided that if the Owner considers it necessary to give any instruction orally, the Contractor shall comply with such instruction. Confirmation in writing of such oral instruction given by the Owner, whether before or after the carrying out of the instruction, shall be deemed to be an instruction within the meaning of this clause. Provided that if the Contractor, within 7 days, confirms in writing to the Owner any oral instruction of the Owner and such confirmation is not contradicted in writing within 7 days by the Owner, it shall be deemed to be an instruction of the Owner.

**1.5 OWNER INTERPRETER OF CONTRACT**

- .1 The Owner in the first instance shall be the interpreter of the Contract and the judge of the Contractor's performance.

**1.6 OWNER'S DETERMINATIONS**

- .1 When the Owner is required to exercise his discretion by giving his decision, opinion or consent, or expressing his satisfaction or approval, or determining value, or otherwise taking action which may affect the rights and obligations of the Contractor he shall exercise such discretion within the terms of the Contract after due consultation with the Contractor and shall promptly notify the Contractor of such decision, opinion, consent, approval or determination.

**1.7 OWNER'S REVIEW**

- .1 Any review, comment, consent, acceptance or approval, or lack thereof, by the Owner, shall not relieve the Contractor of any of its responsibilities or liabilities under the Contract.

## **2. ASSIGNMENT, SUBCONTRACTING AND NOMINATION**

### **2.1 ASSIGNMENT**

- .1 The Contractor shall not assign the Contract, either in whole or in part, without the previous written consent of the Owner, which consent, notwithstanding other provisions of the Contract, shall be at the Owner's sole discretion.
- .2 The Owner shall not be bound by any assignment by the Contractor of any monies payable or to become payable to the Contractor under the Contract, without the written consent of the Owner, which consent:
  - .1 Will not be given for a general assignment of book debts, but
  - .2 May, at the Owner's sole discretion, be given for a specific assignment of all or part of monies payable to the Contractor under the Contract, subject however, in all cases, to the provisions of the Financial Administration Act (Alberta).

### **2.2 SUBCONTRACTING**

- .1 The Contractor:
  - .1 Shall not sublet the Contract as a whole,
  - .2 Shall not subcontract any part of the Work without the Owner's prior consent, which shall not be unreasonably withheld,
  - .3 Shall provide such details of any Subcontractor he wishes to engage as the Owner may require,
  - .4 Shall contract with those Subcontractors proposed by him and accepted by the Owner and such Subcontractors shall not be changed without the Owner's prior consent.
- .2 The Owner may, for reasonable cause, object to the use of a proposed Subcontractor and require the Contractor to contract with another Subcontractor.
- .3 If the Owner requires a change from a proposed Subcontractor, the Contract Price shall be adjusted by any difference in cost and markup occasioned by such required change, except where such change is required due to the Contractor's default or negligence, in which case there shall be no change in the Contract Price.
- .4 The Owner may, upon reasonable request and at his discretion, provide to a Subcontractor information as to the percentage or quantity of the Subcontractor's work for which payment has been approved.
- .5 Nothing contained in the Contract shall create a contractual relationship between a Subcontractor and the Owner and subcontracting part of the Work shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any Subcontractor, his agents, servants or workers as fully as if they were his own.

- .6 The Contractor shall enter into contracts or written agreements with his Subcontractors to require them to perform their work in accordance with the Contract, and the Contractor shall incorporate the terms and conditions of the Contract Documents, to the extent that they apply, into all subcontracts.

### **2.3 NOMINATED SUBCONTRACTORS AND SUPPLIERS**

- .1 A nominated Subcontractor or nominated Supplier means a person, firm or corporation with whom the Contract requires the Contractor to enter into a contract for the performance of a subcontract or the supply of things related to the Work.
- .2 Nothing contained in the Contract shall create a contractual relationship between the Owner and a nominated Subcontractor or nominated Supplier and such nomination shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any nominated Subcontractor or nominated Supplier, his agents, servants or workers as fully as if they were his own.

## **3. DOCUMENTS**

### **3.1 PROPERTY AND USE OF CONTRACT DOCUMENTS**

- .1 The Contract Documents are the sole property of the Owner and unless it is necessary for the purposes of the Contract, the Contract Documents shall not, without the consent of the Owner, be used by or communicated to a third party by the Contractor.

### **3.2 REPORTING OF CONFLICTS, ERRORS AND DISCREPANCIES**

- .1 If the Contractor finds a conflict, error or discrepancy in the Contract Documents, the Contractor shall so report to the Owner in writing at once and, before proceeding or continuing with the Work affected thereby, shall obtain a written interpretation or clarification from the Owner; however, the Contractor shall not be liable to the Owner for failure to report any conflict, error or discrepancy in the Contract Documents unless the Contractor had actual knowledge thereof or should reasonably have known thereof.
- .2 The Contractor shall obtain from the Owner any dimensions required but not indicated in figures in the Contract Documents nor calculable from figures in the Contract Documents. Scaling of Drawings, for any purpose, shall be at the Contractor's risk.

### **3.3 DISRUPTION OF PROGRESS**

- .1 The Contractor shall notify the Owner when planning or execution of the Work is likely to be delayed or disrupted unless any further document or instruction required of the Owner under the Contract is issued by the Owner within a reasonable time. The notice shall include details of the document or instruction required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

- .2 If, by reason of any failure or inability of the Owner to issue, within a reasonable time, any document or instruction for which notice has been given by the Contractor in accordance with clause 3.3.1, the Contractor suffers delay or incurs costs then the Owner shall determine:
  - .1 Any extension of time to which the Contractor is entitled under clause 6.4, and
  - .2 The amount of such costs, which shall be added to the Contract Price.
- .3 If the failure or inability of the Owner to issue any documents or instruction is caused in whole or in part by the failure of the Contractor to submit documents, which he is required to submit under the Contract, the Owner shall take such failure by the Contractor into account when making his determination pursuant to clause 3.3.2.

### **3.4 ADDITIONAL INSTRUCTIONS**

- .1 The Owner shall have authority to issue to the Contractor, from time to time, such Additional Instructions as may be necessary for the proper performance of the Work. The Contractor shall carry out and be bound by such Additional Instructions.

### **3.5 FORMS**

- .1 Forms to be used pursuant to the Contract or as otherwise may be required for the administration of the Contract shall be as prescribed or approved by the Owner.

## **4. GENERAL OBLIGATIONS**

### **4.1 CONTRACTOR'S RESPONSIBILITIES**

- .1 The Contractor shall, with due care and diligence, design, to the extent provided for by the Contract, execute and complete the Work and remedy any defects therein in accordance with the provisions of the Contract. This shall include the provision of superintendence, labour, Products, Construction Equipment, Temporary Work and all other things, whether of a temporary or permanent nature, required in and for such design, execution, completion and remedying of any defects. The Contractor shall comply with and adhere strictly to the Owner's instructions on any matter, whether mentioned in the Contract or not, concerning the Work.

### **4.2 SITE OPERATIONS AND METHODS OF CONSTRUCTION**

- .1 The Contractor shall be fully responsible for the adequacy, stability and safety of all Site operations and methods of construction.
- .2 The Contractor shall submit at such times and in such detail as the Owner may require such information pertaining to the methods of construction (including Temporary Work and the use of Construction Equipment) which the Contractor proposes to use and such calculations of stresses, strains and deflections that will arise, in the Permanent Work or any part thereof, from the use of such methods during execution of the Work.
- .3 The Owner shall, on request from the Contractor, provide to the Contractor such design criteria relevant to the Permanent Work or any Temporary Work designed by the Owner as may be necessary to enable the Contractor to comply with clause 4.3.2.

- .4 For the purposes of this clause, "method of construction" means a method, means, technique, sequence, or procedure of construction.

#### **4.3 DIFFERING PHYSICAL CONDITIONS OR OBSTRUCTIONS**

- .1 If, during the execution of the Work, the Contractor encounters physical obstructions or physical conditions, including sub-surface obstructions or conditions, other than weather conditions or conditions due to weather conditions, on the Site, which, in his opinion, differ substantially from those indicated in the Contract and which were not reasonably foreseeable, the Contractor shall as soon as possible give notice thereof to the Owner. On receipt of such notice, the Owner shall, if in his opinion such obstructions or conditions differ substantially from those indicated in the Contract Documents and could not have been reasonably foreseen, determine:

- .1 Any extension of time to which the Contractor is entitled under clause 6.4, and
- .2 The amount of any costs, valued in accordance with clause 8.3, which may have been incurred by the Contractor by reason of such obstructions or conditions having been encountered, which shall be added to the Contract Price.

- .2 A determination by the Owner pursuant to clause 4.4.1 shall take account of:

- .1 The time of the Contractor's notice to the Owner of a differing physical condition or obstruction,
- .2 Any instruction which the Owner may have issued to the Contractor in connection therewith, and
- .3 Any proper and reasonable measures acceptable to the Owner, which the Contractor may have taken in the absence of specific instructions from the Owner.

#### **4.4 CLIMATIC AND WEATHER CONDITIONS**

- .1 The relevant climatological records and related information published by the Canadian Climate Centre of Environment Canada, for one or more locations in the vicinity of the Site, shall be used as a basis for any evaluations and determinations concerning climate and weather.

#### **4.5 CONTRACTOR'S SUPERINTENDENCE**

- .1 The Contractor shall provide all necessary superintendence during the execution of the Work and as long thereafter as the Owner may consider necessary for the proper fulfilling of the Contractor's obligations. The Contractor, or a competent and authorized representative approved of by the Owner, which approval may at any time be withdrawn, shall give his whole time to the superintendence of the Work. Such authorized representative shall receive, on behalf of the Contractor, instructions from the Owner.
- .2 If approval of the Contractor's representative is withdrawn by the Owner, the Contractor shall, as soon as is practicable, after receiving notice of such withdrawal, remove the representative from the Work and shall not employ him again on the Work in any capacity and shall replace him by another representative approved by the Owner.

#### **4.6 CONTRACTOR'S EMPLOYEES**

- .1 The Contractor shall provide on the Site in connection with the execution and completion of the Work and the remedying of any defects therein:
  - .1 Technical assistants who are skilled and experienced in their respective trades and such foremen and others as are competent to give proper superintendence of the Work, and
  - .2 Labour as is necessary for the proper and timely fulfilling of the Contractor's obligations.

#### **4.7 OWNER MAY OBJECT**

- .1 The Owner may object to and require the Contractor to remove forthwith from the Site any person who, in the opinion of the Owner, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose presence is otherwise considered by the Owner to be undesirable, and such person shall not be allowed on the Site without the consent of the Owner.

#### **4.8 SAFETY, SECURITY AND PROTECTION OF THE ENVIRONMENT**

- .1 The Contractor shall, throughout the execution of the Work and the remedying of any defects therein:
  - .1 Have full regard for the health and safety of all persons upon the Site and keep the Site and the Work, to the extent that they are under his control, in an orderly state appropriate to the avoidance of danger to such persons, and
  - .2 Provide and maintain at his own cost all temporary facilities and controls when and where necessary or required by the Owner or by any duly constituted authority, for the protection of the Work or for the safety and convenience of the public or others, and
  - .3 Take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or any other causes arising as a consequence of his methods of operation.
- .2 The Contractor shall appoint a person at the Site who shall manage an accident prevention program. This person shall be Contractor's superintendent unless another person is appointed and approved by the Owner.

#### **4.9 OWNER'S RESPONSIBILITIES FOR SAFETY**

- .1 If under clause 4.18 the Owner carries out work on the Site with his own workers he shall, in respect of such work and subject to clause 4.9:
  - .1 Have full regard to the safety of all persons upon the Site, and
  - .2 Keep the Site in an orderly state appropriate to the avoidance of danger to such persons.

- .2 If under clause 4.18 the Owner contracts with Other Contractors on the Site he shall require them to have the same regard for safety and avoidance of danger.

#### **4.10 CARE OF WORK**

- .1 The Contractor shall take full responsibility for the care of the Work from the date of commencement of Work at the Site until the date of issue of the Certificate of Substantial Performance of the Work, when the responsibility for such care shall pass to the Owner, provided that:
  - .1 Except where otherwise specified in the Contract, if the Owner accepts a Certificate of Substantial Performance for part of the Permanent Work the Contractor shall cease to be liable for the care of that part from the date of issue of such certificate, then the responsibility for the care of that part shall pass to the Owner, and
  - .2 The Contractor shall take full responsibility for the care of any outstanding Work which he undertakes to finish during the warranty period until such outstanding Work has been completed.

#### **4.11 RESPONSIBILITY TO RECTIFY LOSS OR DAMAGE**

- .1 If there is any loss or damage to the Work, or any part thereof, or to Products for incorporation therein, during the period for which the Contractor is responsible for the care thereof, from any cause whatsoever, the Contractor shall, at his own cost, rectify such loss or damage so that the Work conforms with the provisions of the Contract to the satisfaction of the Owner. The Contractor shall also be liable for any loss or damage to the Work occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations under the warranty provisions of the Contract.

#### **4.12 HOLD HARMLESS AGREEMENT**

- .1 The Contractor shall hold harmless the Owner from any and all third party claims, demands, or actions for which the Contractor is legally responsible, including those arising out of negligence, willful harm, or crimes by the Contractor or the Contractor's employees or agents. This hold harmless shall survive the Contract.

#### **4.13 REGULATORY REQUIREMENTS**

- .1 The Contractor shall conform in all respects, including by the giving of all notices and the paying of all fees, with the provisions of:
  - .1 Any Regulatory Requirements, and
  - .2 The rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Work, and the Contractor shall keep the Owner indemnified against all penalties and liability of every kind for breach of any such provisions.
- .2 The Owner shall be responsible for obtaining any planning, zoning or other similar permission required for the Project to proceed.

- .3 Without limiting the Contractor's obligations under clause 4.14.1, the Contractor shall:
  - .1 Comply with all requirements of and pay all fees in connection with the Workers' Compensation Act (Alberta),
  - .2 Comply with the Occupational Health and Safety Act (Alberta) and all safety requirements as contained in the regulations thereto,
  - .3 Ensure that wages, hours of work and other conditions of employment of all persons employed by the Contractor in the performance of any work required by the Contract are in compliance with the requirements of the Employment Standards Code (Alberta), the Labour Relations Code (Alberta) and any other applicable law, rule, regulation or order, and
  - .4 Pay all fees and charges levied by a municipal authority in respect of applicable permits and licences.

#### **4.14 ARTIFACTS AND FOSSILS**

- .1 Coins, fossils, artifacts, structures and other remains or things of geological or archaeological interest discovered on the Site shall, as between the Owner and the Contractor, be deemed to be the property of the Owner. The Contractor shall take reasonable precautions to prevent his workers or any other persons from removing or damaging any such article or thing and shall, immediately upon discovery thereof and before removal, inform the Owner of such discovery and carry out the Owner's instructions for dealing with same. If, by reason of such instructions, the Contractor suffers delay or incurs costs then the Owner shall determine:
  - .1 Any extension of time to which the Contractor is entitled under clause 6.4, and
  - .2 The amount of such costs, which shall be added to the Contract Price.

#### **4.15 PATENT RIGHTS**

- .1 The Contractor shall indemnify the Owner from and against all claims and proceedings for or on account of infringement of any patent rights, design trademark or name or other protected rights in respect of any Product, Construction Equipment, Temporary Work or other thing used for or in connection with or for incorporation in the Work and from and against all damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, except where such infringement results from compliance with the design or specification provided by the Owner.

#### **4.16 ROYALTIES**

- .1 Except as otherwise provided in the Contract, the Contractor shall be liable for all tonnage and other royalties, rent and other payments or compensation, if any, for obtaining stone, sand, gravel, clay, or other materials required for the Work.
- .2 The Contractor shall be liable for all payments or other compensation, if any, levied in relation to the dumping of all or part of any waste materials.

#### **4.17 OTHER CONTRACTORS**

- .1 The Contractor shall, in accordance with the requirements of the Owner, afford all reasonable opportunities for carrying out their work to:
  - .1 Any Other Contractors of the Owner and their workers,
  - .2 The workers of the Owner, and
  - .3 The workers of any duly constituted authorities who may be employed in the execution on or near the Site of any work not included in the Contract or of any contract which the Owner may enter into in connection with or ancillary to the Work.
- .2 Pursuant to clause 4.18.1 and except as may be provided in the Contract, the Contractor shall, on the request of the Owner:
  - .1 Make available to any person referred to in clause 4.18.1, any roads or ways for the maintenance of which the Contractor is responsible, or
  - .2 Permit the use, by any such persons, of Temporary Work or Construction Equipment on the Site, or
  - .3 Provide any other service for any such person, the Owner shall determine an addition to the Contract Price in accordance with clause 8.3.

#### **4.18 PERMANENT WORK DESIGNED BY CONTRACTOR**

- .1 Where the Contract provides that part of the Permanent Work shall be designed by the Contractor, he shall submit to the Owner, for review:
  - .1 Such drawings, specifications, calculations, and other information as is necessary for the Owner's review, and
  - .2 Operation and maintenance manuals, as applicable, together with drawings of the Permanent Work as completed, in sufficient detail to enable the Owner to operate, maintain, dismantle, reassemble, and adjust the Permanent Work incorporating that design, and such design and any alterations thereto shall be performed by a qualified design professional licensed to practice in Alberta.
- .2 The Contractor shall not commence any work to which the information referred to in clause 4.19.1 relates unless such information has been reviewed by the Owner, and the Contractor shall not thereafter alter such design without the Owner's review.

#### **4.19 RECORDS AND AUDIT**

- .1 With respect to Cost Plus Work, the Contractor shall:
  - .1 Keep accurate records of estimated and actual costs, payments made, and time spent.
  - .2 Keep record copies of bids, quotations, contracts, correspondence, invoices, receipts, and vouchers related thereto.

- .3 Make such records available for inspection and audit by the Owner for a period of at least 2 years after the date of Total Performance of the Work.
- .4 Provide the Owner with copies and extracts therefrom when requested by the Owner.
- .5 Afford facilities for audit and inspection by the Owner at mutually agreeable times and places.
- .2 The Contractor shall cause Subcontractors and other persons directly or indirectly controlled by or affiliated with the Contractor and persons directly or indirectly having control of the Contractor to comply with clause 4.20.1 as if they were the Contractor.

#### **4.20 RECORD OF LABOUR AND CONSTRUCTION EQUIPMENT**

- .1 The Contractor shall, if required by the Owner, deliver to the Owner a record in detail, in such form and at such intervals as the Owner may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such information respecting Construction Equipment as the Owner may require.

#### **4.21 CUSTOMS**

- .1 With respect to the importation and re-export of Construction Equipment, Temporary Work, Products, and other things required for the Work, the Contractor shall:
  - .1 Be liable for all applicable customs, import duties, taxes, and brokerage fees, and
  - .2 Be responsible for obtaining clearance through Customs. If requested by the Contractor, the Owner may assist in obtaining such clearance.

#### **4.22 URGENT REMEDIAL WORK**

- .1 If, due to any accident, or failure, or other event occurring to, in, or in connection with the Work, or any part thereof, either during the execution of the Work, or during the warranty period, any remedial or other work is, in the opinion of the Owner, urgently necessary for the safety of the Work, persons or property and the Contractor is unable or unwilling at once to do such work, the Owner may employ other persons or contract with other firms or corporations to carry out such work as the Owner may consider necessary.
- .2 If the work or repair done by the Owner pursuant to clause 4.23.1 is work which, in the opinion of the Owner, the Contractor was liable to do at his own cost under the Contract, then all costs consequent thereon or incidental thereto shall be determined by the Owner and shall be recoverable from the Contractor by the Owner.

## **5. QUALITY OF PRODUCTS AND WORK**

### **5.1 PRODUCTS AND WORKMANSHIP**

- .1 Products and workmanship shall be:
  - .1 Of the respective kinds described in the Contract, and
  - .2 Subjected from time to time to such tests as the Owner may require at the place of manufacture, fabrication, or preparation, or on the Site or at such other place or places as may be specified in the Contract, or at all or any of such places.
- .2 The Contractor shall:
  - .1 At his cost provide all things necessary for examining, measuring, and testing Products including labour, electricity, fuels, stores, apparatus, and instruments, and
  - .2 Supply samples of materials, before incorporation in the Work, for testing as may be selected and required by the Owner.

### **5.2 COST OF SAMPLES**

- .1 All samples shall be supplied by the Contractor at his own cost if the supply thereof is provided for in the Contract.

### **5.3 COST OF TESTS PROVIDED FOR**

- .1 The cost of making any test shall be borne by the Contractor if such test is:
  - .1 Specified in the Contract to be performed by the Contractor, or
  - .2 In cases of a test under load or of a test to ascertain whether the design of any finished or partially finished work is appropriate for the purposes which it was intended to fulfill, specified in the Contract in sufficient detail to enable the Contractor to price or allow for the same in his Bid.

### **5.4 COST OF TESTS NOT PROVIDED FOR**

- .1 If the Owner requires any test which is not provided for in the Contract and such test shows the Products or workmanship not to be in accordance with the Contract, then the cost of such test shall be borne by the Contractor, but in any other case clause 5.4.2 shall apply.
- .2 Where, pursuant to clause 5.4.1, this clause applies, the Owner shall determine:
  - .1 Any extension of time to which the Contractor is entitled under clause 6.4, and
  - .2 The amount of any costs incurred by the Contractor, which shall be added to the Contract Price.

## **5.5 INSPECTION AND TESTING**

- .1 The Owner shall at reasonable times have access to the Site and to all workshops and places where Products are being manufactured, fabricated, or prepared for the Work and the Contractor shall afford every facility for, and every assistance in, obtaining the right to such access.
- .2 The Owner shall be entitled, during manufacture, fabrication, or preparation to inspect and test the Products to be supplied under the Contract. If Products are being manufactured, fabricated, or prepared in workshops or places other than those of the Contractor, the Contractor shall obtain permission for the Owner to carry out such inspection and testing in those workshops or places. Such inspection or testing shall not release the Contractor from any obligation under the Contract.

## **5.6 DATES FOR INSPECTION AND TESTING**

- .1 The Contractor shall agree with the Owner on the time and place for the inspection or testing of any Products as provided in the Contract. The Owner shall give the Contractor not less than 48 hours' notice of his intention to carry out the inspection or to attend the tests. If the Owner does not attend on the date agreed, the Contractor may, unless otherwise instructed by the Owner, proceed with the tests. The Contractor shall forthwith forward to the Owner certified copies of the test results.

## **5.7 REJECTION**

- .1 If, at the time and place agreed in accordance with clause 5.6, Products are not ready for inspection or testing or if, as a result of the inspection or testing referred to in clause 5.5, the Owner determines that the Products are defective or otherwise not in accordance with the Contract, he may reject the Products and shall notify the Contractor thereof immediately. The notice shall state the Owner's objections with reasons. The Contractor shall then promptly make good the defect or ensure that rejected Products comply with the Contract. If the Owner so requests, inspection and testing of rejected Products shall be made or repeated under the same terms and conditions.

## **5.8 COST FOR INSPECTION AND TESTING**

- .1 All costs incurred by the Owner because of rescheduling, or undue delay of inspection and testing, and for which the Contractor is responsible, shall be determined by the Owner and shall be recoverable from the Contractor by the Owner.

## **5.9 INDEPENDENT INSPECTION**

- .1 Inspection and testing of Products to be carried out by the Owner may be delegated to an independent agency. Any such delegation shall be effected in accordance with clause 1.3 and for this purpose such independent agency shall be considered as an assistant of the Owner.

## **5.10 EXAMINATION OF WORK BEFORE COVERING UP**

- .1 The Contractor shall afford full opportunity for the Owner to examine and measure any part of the Work which is about to be covered up or put out of view and to examine exposed or excavated surfaces before any part of the Work is placed thereon. The Contractor shall give notice to the Owner whenever any such part of the Work or exposed

or excavated surface is or are ready or about to be ready for examination and the Owner shall, without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such part of the Work or of examining such surfaces.

## **5.11 UNCOVERING AND MAKING OPENINGS**

- .1 The Contractor shall uncover any part of the Work or make openings in or through the same as the Owner may from time to time instruct and shall reinstate and make good such part. If any such part has been covered up or put out of view after compliance with the requirement of clause 5.9 and is found to be executed in accordance with the Contract, the Owner shall determine the amount of the Contractor's costs in respect of such uncovering, making openings in or through, reinstating and making good, which shall be added to the Contract Price. In any other case all costs shall be borne by the Contractor.

## **5.12 REMOVAL OF IMPROPER WORK OR PRODUCTS**

- .1 The Owner shall have authority to issue instructions for:
  - .1 The removal from the Site, within such time or times as may be specified in the instruction, of any Products which, in the opinion of the Owner, are not in accordance with the Contract,
  - .2 The substitution of proper and suitable Products, and
  - .3 The removal and proper re-execution, notwithstanding any previous test thereof or progress payment therefore, of any work which is not in accordance with the Contract.
- .2 In case of default by the Contractor in carrying out instructions pursuant to clause 5.12.1 within the time specified therein or, if none, within a reasonable time, the Owner may employ other persons or contract with other firms or corporations to carry out the same, and all costs consequent thereon or incidental thereto shall be determined by the Owner and shall be recoverable from the Contractor by the Owner.

## **6. COMMENCEMENT, COMPLETION, CONTRACT TIME AND DELAYS**

### **6.1 COMMENCEMENT OF WORK**

- .1 The Contractor shall commence the Work as soon as is reasonably possible in accordance with the instructions contained in the Letter of Acceptance and other provisions of the Contract. Thereafter, the Contractor shall proceed with the Work without delay.

### **6.2 POSSESSION OF SITE AND ACCESS TO SITE**

- .1 If the Contractor suffers delay or incurs costs from failure of the Owner to give possession of the Site or part thereof in accordance with the provisions of the Contract, the Owner shall determine:
  - .1 Any extension of time to which the Contractor is entitled under clause 6.4, and
  - .2 The amount of such costs, which shall be added to the Contract Price.

- .2 The Contractor shall bear all costs and charges for special or temporary rights-of-way required by him in connection with the Work. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Work.

### **6.3 CONTRACT TIME**

- .1 The Contractor shall achieve Substantial Performance of the Work as a whole within the Contract Time.
- .2 When the Contractor is required to achieve Substantial Performance of part or parts of the Work prior to achieving Substantial Performance of the Work as a whole, the Contractor shall achieve Substantial Performance of such part or parts of the Work within the time or times specified and such time or times shall be considered to be the Contract Time or Times for such part or parts.

### **6.4 EXTENSION OF CONTRACT TIME**

- .1 In the event of:
  - .1 A change in the Work made under clause 8.1, or
  - .2 Any cause of delay referred to in the Contract, or
  - .3 Abnormally adverse weather conditions, abnormal weather being defined as temperature, precipitation, humidity or wind that is outside of plus or minus one standard deviation from the mean, for the time period in question, determined pursuant to clause 4.5, or
  - .4 Any delay, impediment or prevention by the Owner, or
  - .5 Other special circumstances which may occur, other than through a default of or breach of Contract by the Contractor or for which he is responsible, being such as to affect an activity on the critical path of the Contractor's schedule, the Owner shall determine the extension of the Contract Time for the whole or part of the Work, to which the Contractor may be entitled.

### **6.5 CONTRACTOR TO PROVIDE NOTIFICATION AND DETAILS**

- .1 The Owner shall not be bound to make any determination pursuant to clause 6.4 unless the Contractor has:
  - .1 Within 7 days after such event has first arisen notified the Owner, and
  - .2 Within 14 days, or such other reasonable time as may be agreed by the Owner after such notification, submitted to the Owner details of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time.

## **6.6 INTERIM DETERMINATION OF EXTENSION OF TIME**

- .1 Where an event has a continuing effect such that it is not practicable for the Contractor to submit details within the period of 14 days referred to in clause 6.5.1.2, he may claim for an extension of time provided that he has submitted to the Owner interim details at intervals of not more than 14 days and final details within 14 days of the end of the effects resulting from the event. On receipt of such interim details, the Owner may make an interim determination of extension of time and, on receipt of the final details, the Owner shall review all the circumstances and may determine an overall extension of time in regard to the event. No final review shall result in a decrease of any extension of time already determined by the Owner. The Owner may determine an extension of the Contract Time notwithstanding that the Contract Time may have passed without being extended.

## **6.7 RATE OF PROGRESS**

- .1 If for any reason, which does not entitle the Contractor to an extension of time, the rate of progress of the Work or any part is at any time, in the opinion of the Owner, too slow to comply with the Contract Time, the Owner may notify the Contractor who shall immediately take such steps as are necessary, subject to the consent of the Owner, to expedite progress so as to comply with the Contract Time. The Contractor shall not be entitled to any additional payment for taking such steps. If any steps, taken by the Contractor in meeting his obligations under this clause, involve the Owner in additional costs, such costs shall be determined by the Owner and shall be recoverable from the Contractor by the Owner.

## **6.8 SUBSTANTIAL PERFORMANCE OF THE WORK**

- .1 When the whole of the Work has been substantially performed and any pre-requisites to Substantial Performance of the Work prescribed by the Contract have been met, the Contractor may so submit to the Owner a Certificate of Substantial Performance, accompanied by a written undertaking to finish without delay any outstanding work during the warranty period. Such notice and undertaking shall be deemed to be a request by the Contractor for the Owner to accept or reject the Certificate of Substantial Performance.
- .2 The Owner shall, within 21 days after the date of receipt of the certificate referred to in clause 6.8.1, either issue to the Contractor, a letter, stating the date on which, in his opinion, the Work was substantially performed in accordance with the Contract, or give instructions in writing to the Contractor specifying all the work which, in the Owner's opinion, is required to be done by the Contractor before the acceptance of such certificate. The Owner shall also notify the Contractor of any defects in the Work affecting substantial performance that may appear after such instructions and before completion of the Work specified therein. The Contractor shall be entitled to receive such notification within 21 days after completion, to the satisfaction of the Owner, of the Work so specified and remedying all defects so notified. The Owner may specify the date for Total Performance of the Work in such notice.

## **6.9 SUBSTANTIAL PERFORMANCE OF PART OR PARTS OF WORK**

- .1 In accordance with the procedure set out in clause 6.8, the Contractor may submit a Certificate of Substantial Performance to the Owner in respect of any substantial part of the Permanent Work which has been substantially completed and which has been or will be occupied or used by the Owner or an Other Contractor prior to Substantial Performance of the Work as a whole, whether or not such prior occupation or use is provided for in the Contract.

## **6.10 TOTAL PERFORMANCE OF THE WORK**

- .1 When the whole of the Work has been totally performed and any pre-requisites to Total Performance of the Work prescribed by the Contract have been met, the Contractor may so submit written notice to the Owner. Such notice shall be deemed to be a request by the Contractor for the Owner to issue a Certificate of Total Performance of the Work.
- .2 The Owner shall, in accordance with the procedure set out in clause 6.8.2, either issue a Certificate of Total Performance of the Work or give instructions.

## **6.11 WARRANTY PERFORMANCE OF THE WORK**

- .1 The Work of the Contract shall only be considered as completed when a Certificate of Warranty Performance of the Work has been signed by the Owner and delivered to the Contractor, stating the date on which the Contractor has completed his obligations to execute and complete the Work and remedy any defects therein to the Owner's satisfaction. The Certificate of Warranty Performance of the Work shall be given by the Owner within 28 days after the expiration of the warranty period, or, if different warranty periods are applicable to different parts of the Permanent Work, the expiration of the latest such period, or as soon thereafter as any Work instructed, pursuant to clause 7, has been completed to the satisfaction of the Owner.

## **6.12 ACCELERATION**

- .1 If the Owner wishes to reduce the Contract Time for the Work or any part thereof, he shall issue to the Contractor a notice thereof and an instruction requiring the Contractor to submit to him within the period specified in the instruction:
  - .1 The Contractor's priced proposals for reducing the Contract Time, together with any consequential modifications to the construction schedule, or
  - .2 The Contractor's explanation why he is unable to reduce the Contract Time.
- .2 If the Owner accepts the Contractor's proposals submitted pursuant to clause 6.12.1.1, including amendments thereto agreed by both parties, the Owner shall issue instructions to the Contractor modifying the Contract accordingly. Such instructions shall include:
  - .1 The revised Contract Time or Times,
  - .2 The modifications to the construction schedule,
  - .3 The revised Contract Price, and
  - .4 Any other relevant modifications to the Contract.

- .3 The Contractor may at any time submit to the Owner proposals to reduce the Contract Time for the Work or part thereof. The Owner shall consider such proposals and if he accepts them, he shall take action as in clause 6.12.2.

## **6.13 DAMAGES FOR DELAY**

- .1 Without prejudice to any other right the Owner may have with respect to damages, if the Contractor fails to achieve Substantial Performance of the Work or, if applicable, of part of the Work, within the Contract Time or Times, the Contractor shall pay to the Owner an amount equal to the sum of:
  - .1 **One Thousand Dollars (\$1,000)** as liquidated damages and not as a penalty for each calendar day the Work is not substantially complete after the Date of Substantial Performance. The said sum being a fair estimate of the actual damages the Owner will incur if the Work is not completed by the said Substantial Performance Date.
  - .2 **One Thousand Dollars (\$1,000)** as liquidated damages and not as a penalty for each calendar day the Work remains uncompleted after the date of Total Performance. The said sum being a fair estimate of the actual damages the Owner will incur if the Work is not completed by the said Total Performance Date.
  - .3 All other costs and damages incurred or sustained by the Owner as a result of the Contractor's failure to achieve Substantial Performance of the Work or part thereof within the Contract Time or Times.
- .2 The Owner may, without prejudice to any other method of recovery, deduct the amount referred to in clause 6.13.1 from any monies due or to become due to the Contractor under the Contract. The payment or deduction of such amount shall not relieve the Contractor from his obligation to complete the Work or from any other of his contractual obligations.
- .3 For the purposes of this clause, "period of delay" means the period commencing on the date specified in the Contract for Substantial Performance of the Work or part thereof and ending on the day immediately preceding the date on which Substantial Performance of the Work or part thereof is actually achieved.

## **7. WARRANTY**

### **7.1 WARRANTY PERIOD**

- .1 In the Contract the term "warranty period" shall mean a period of one (1) year, except for seeding which shall have a Warranty Period of Two (2) years or such longer period as may be provided elsewhere in the Contract, calculated from:
  - .1 The date of Substantial Performance of the Work, certified by the Owner in accordance with clause 6.8, or
  - .2 In the event of more than one certificate having been issued by the Owner under clause 6.9, the respective dates so certified, or

- .3 In the case of outstanding work to be completed after the date or dates of Substantial Performance referred to in clauses 7.1.1.1 and 7.1.1.2, the date upon which such work is certified as complete by the Owner, and in relation to the warranty period the term "the Work" shall be construed accordingly.

## **7.2 COMPLETION OF OUTSTANDING WORK**

- .1 The Contractor shall complete work outstanding at the date of Substantial Performance of the Work within the time specified by the Owner in the Certificate of Substantial Performance of the Work.

## **7.3 REMEDYING DEFECTS**

- .1 The Contractor shall, during or as soon as practicable after the expiration of the warranty period, remedy any defects in the Work and execute any work of modification or reconstruction related thereto, as the Owner may, during the warranty period or within 14 days after its expiration instruct the Contractor to do.
- .2 Work referred to in clause 7.3.1 shall be executed by the Contractor at his own cost if the necessity thereof is, in the opinion of the Owner, due to:
  - .1 Defects in Products or workmanship, or defects in design for which the Contractor is responsible,
  - .2 The neglect or failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor's part under the Contract. If, in the opinion of the Owner, such necessity is due to any other cause, he may determine an addition to the Contract Price in accordance with clause 8.

## **7.4 CONTRACTOR'S FAILURE TO CARRY OUT INSTRUCTIONS**

- .1 If the Contractor defaults in carrying out instructions issued pursuant to clause 7.2 or 7.3, the Owner may employ other persons or contract with other firms or corporations to carry out the same. If such work is work, which, in the opinion of the Owner, the Contractor was liable to do at his own cost, then all costs consequent thereon or incidental thereto shall be determined by the Owner and shall be recoverable from the Contractor by the Owner.

## **7.5 CONTRACTOR TO SEARCH**

- .1 If any defect in the Work appears at any time prior to the end of the warranty period, the Owner may instruct the Contractor to search for the cause thereof. If such defect is one for which the Contractor is liable, the cost of the work carried out in searching shall be borne by the Contractor and he shall in such case remedy such defect at his own cost in accordance with the provisions of clauses 7.3 and 7.4. If such defect is one for which the Contractor is not liable under the Contract, the Owner shall determine the amount of the costs of such search incurred by the Contractor, which shall be added to the Contract Price.

## **8. CHANGES AND VARIATIONS**

### **8.1 CHANGES IN THE WORK**

- .1 Consistent with the Work, the Owner may make changes in the Work or any part thereof, and he shall have the right to instruct the Contractor to make such changes and the Contractor shall make such changes, which may include:
  - .1 Increasing or decreasing the quantity of any work included in the Contract,
  - .2 Omitting any work, but not if the omitted work is to be carried out by the Owner or by an Other Contractor except by reason of the Contractor's default or negligence,
  - .3 Changing the character or quality or kind of any work,
  - .4 Changing the levels, lines, position and dimensions of any part of the Work,
  - .5 Executing additional work of any kind necessary for the completion of the Work,
  - .6 Changing any specified sequence or timing of construction of any part of the Work.
- .2 No such change shall invalidate the Contract, but the effect, if any, of such changes on the Contract Price shall be valued in accordance with clause 8.3 and any extension of the Contract Time shall be determined in accordance with clause 6.4. Where an instruction to change the Work is necessitated by default or negligence of the Contractor or for which he is responsible, any cost and time attributable to such default or negligence shall be borne by the Contractor.

### **8.2 INSTRUCTIONS FOR CHANGES IN THE WORK**

- .1 The Contractor shall not make any changes in the Work without a written instruction from the Owner.
- .2 No instruction shall be required for:
  - .1 An increase or decrease in the quantity of any work where such increase or decrease is not the result of an instruction given under this clause, but is the result of quantities exceeding or being less than those stated in the Schedule of Prices, and
  - .2 A change or adjustment in lines, levels, grades or elevations when such change or adjustment is already provided for in the Contract.

### **8.3 VALUATION OF CHANGES IN THE WORK**

- .1 Changes referred to in clause 8.1 and any changes to the Contract Price which are required to be determined in accordance with this clause (for the purposes of this clause referred to as "changed work"), shall be valued, at the Owner's option:
  - .1 At the rates and prices set out in the Contract if, in the opinion of the Owner, these are applicable, or

- .2 If the rates and prices set out in the Contract are not applicable to the changed work, at rates and prices deduced or extrapolated from such rates and prices, or
  - .3 By acceptance by the Owner of rates and prices submitted by the Contractor or other rates and prices as may be agreed by negotiation, or
  - .4 By acceptance by the Owner of a lump sum quotation submitted by the Contractor or other lump sum as may be agreed by negotiation, or
  - .5 As Cost Plus Work in accordance with the provisions of Section 00630 – Payment Conditions.
- .2 If there is disagreement on the value of changed work, the Owner shall fix such rates or prices as are, in his opinion, appropriate and shall notify the Contractor accordingly. Until such time as rates or prices are agreed or fixed, the Owner shall determine provisional rates or prices to enable on-account payments to be made in accordance with the payment conditions of the Contract.

#### **8.4 IMPACT OF CHANGES IN THE WORK**

- .1 If in the opinion of the Owner or the Contractor the nature or amount of any changed work relative to the nature or amount of the whole of the Work or to any part thereof, is such that the rate or price contained in the Contract for any item of the Work is, by reason of such changed work, rendered inappropriate or inapplicable, then, after due consultation by the Owner with the Contractor, a suitable rate or price may be agreed upon between the Owner and the Contractor.
- .2 If there is disagreement on the rates or prices referred to in clause 8.4.1, the Owner shall fix such rate or price as is, in his opinion, appropriate and shall notify the Contractor. Until such time as rates or prices are agreed or fixed, the Owner shall determine provisional rates or prices to enable on-account payments to be made in accordance with the payment conditions of the Contract.

#### **8.5 QUANTITY VARIATIONS**

- .1 The quantities set out in the Schedule of Prices are approximate only and no claim shall be made by the Contractor against the Owner on account of any excess or deficiencies absolute or relative, in the same.
- .2 The price or prices provided in the Contract whether stipulated sum or unit price or both shall be accepted by the Contractor, as full compensation for everything furnished and done by the Contractor under the Contract, including all Work required but not included in the items herein mentioned, and also for all loss or damages arising out of the nature of the Work or the action of the weather, elements, or any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the Work, and for all expenses incurred by or in the consequence of any delay or suspension or discontinuance of the work as herein specified, and for well and faithfully completing the Work as provided in the Contract.

## **9. CHANGES IN COST AND REGULATORY REQUIREMENTS**

### **9.1 INCREASE OR DECREASE IN COST**

- .1 Subject to clause 9.2, the Contract Price shall not be subject to any adjustment in respect of rise or fall in the cost of labour, Products or any other matters affecting the cost of execution of the Contract.

### **9.2 CHANGES IN REGULATORY REQUIREMENTS**

- .1 If, after the latest date for submission of Bids for the Contract, there is a change to any Regulatory Requirement, or a new Regulatory Requirement is introduced, which causes additional or reduced cost to the Contractor in the execution of the Contract, such additional or reduced cost shall be determined by the Owner and shall be added to or deducted from the Contract Price.
- .2 When a Regulatory Requirement is changed or introduced during the period of time referred to in clause 9.2.1 but public notice thereof has been given by the applicable authority before the commencement of such period of time, the change or introduction shall be deemed to have occurred before the commencement of such period of time.

## **10. CLAIMS**

### **10.1 NOTICE OF CLAIMS**

- .1 If the Contractor intends to claim any additional payment, he shall give notice of his intention to the Owner within 7 days after the event giving rise to the claim has first arisen.
- .2 Upon the occurrence of the event referred to in clause 10.1.1, the Contractor shall take all reasonable measures required to mitigate any loss or damage, which may be incurred as a result of such event.

### **10.2 CONTEMPORARY RECORDS**

- .1 Upon the occurrence of the event referred to in clause 10.1, the Contractor shall keep such contemporary records as may reasonably be necessary to support any claim he may subsequently wish to make, including records of time and cost relating to labour, products, construction equipment and other resources used in the work. The Contractor shall permit the Owner to inspect all records kept pursuant to this clause and shall supply him with copies thereof as and when the Owner so instructs.

### **10.3 SUBSTANTIATION OF CLAIMS**

- .1 Within 14 days, or such other reasonable time as may be agreed by the Owner, of giving notice under clause 10.1, the Contractor shall send to the Owner an account giving detailed particulars of the amount claimed and the grounds upon which the claim is based. Where the event giving rise to the claim has a continuing effect, such account shall be considered to be an interim account and the Contractor shall, at such intervals as the Owner may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. In cases where interim accounts are sent to the Owner, the Contractor shall send a final account within 14 days after the end of the effects resulting from the event.

#### **10.4 PAYMENT OF CLAIMS**

- .1 The Contractor shall be entitled to have included in any progress payment such amount in respect of any claims as the Owner may consider due to the Contractor. If information is insufficient to substantiate the whole of the claim, the Contractor shall be entitled to payment in respect of such part of the claim as such information may substantiate to the satisfaction of the Owner.

#### **10.5 OBLIGATIONS TO AND CLAIMS OF THIRD PARTIES**

- .1 The Contractor shall, with respect to lawful obligations of and lawful claims against the Contractor or any Subcontractor arising from the Contract:
  - .1 Discharge such obligations of and satisfy such claims against the Contractor, and
  - .2 Ensure the discharge of such obligations of and the satisfaction of such claims against Subcontractors.
- .2 The Contractor shall, when requested by the Owner, make a statutory declaration deposing to the existence and condition of any obligations and claims referred to in clause 10.5.1.
- .3 If a third party sends written notice to the Owner of an undischarged obligation or unsatisfied claim referred to in clause 10.5.1, the Owner may, 30 days after giving written notice to the Contractor, and surety where applicable:
  - .1 Pay any amount that is due and payable to the Contractor pursuant to the Contract directly to the obligees of and the claimants against the Contractor or the Subcontractor, and
  - .2 Where security for payment of claims has been provided in the form of a security deposit, the Owner may deduct such amount from the security deposit, or
  - .3 Where a security deposit has not been provided or insufficient monies are available in the security deposit, the Owner may deduct such amount, or portion thereof, from the amount payable to the Contractor under the Contract.
- .4 Clause 10.5.3 shall apply only when written notice of the obligation or claim is sent to Owner as set out in the Prompt Payment Act.

#### **10.6 CLAIMS AGAINST OWNER ONLY**

- .1 Any claims, demands or actions by the Contractor, arising out of alleged errors, omissions or misrepresentations in the Contract Documents or arising out of acts or omissions of the Owner's Representative or his assistants during the execution of the Work, shall be made only to or against the Owner. The Contractor waives any right to commence or carry on such claims, demands or actions against any person or party other than the Owner.

## **11. RELEASE FROM PERFORMANCE**

### **11.1 FRUSTRATION**

- .1 If any circumstance outside the control of both the Owner and the Contractor arises after the award of the Contract which renders it impossible or unlawful for either party to fulfill his contractual obligations, then the Owner or the Contractor may terminate the Contract by giving notice to the other party and, upon such notice, the Contract shall, except as to the rights of the parties under this clause and to the operation of clause 15, terminate, but without prejudice to the rights of either party in respect of any antecedent breach thereof.

### **11.2 REMOVAL OF CONSTRUCTION EQUIPMENT ON TERMINATION**

- .1 If the Contract is terminated pursuant to clause 11.1, the Contractor shall remove from the Site all Construction Equipment.

### **11.3 PAYMENT IF CONTRACT TERMINATED**

- .1 If the Contract is terminated pursuant to clause 11.1, the Contractor shall be paid by the Owner, insofar as such amounts or items have not already been covered by payments on account made to the Contractor, for all Work executed prior to the date of termination at the rates and prices provided in the Contract and in addition:
  - .1 The cost of Products reasonably ordered for the Work which have been delivered in acceptable condition to the Contractor or of which the Contractor is liable to accept delivery, such Products becoming the property of the Owner upon such payments being made by him,
  - .2 The amount of any expenditure reasonably incurred by the Contractor in the expectation of completing the whole of the Work insofar as such expenditure has not been covered by any other payments referred to in this clause,
  - .3 Such proportion of the cost as may be reasonable, taking into account payments made or to be made for work executed, for removal of Construction Equipment under clause 11.2 provided that against any payment due from the Owner under this clause, the Owner shall be credited with any amounts which, at the date of termination, were recoverable by the Owner from the Contractor.
- .2 Any amount payable under this clause shall be determined by the Owner.

## **12. SUSPENSION AND TERMINATION BY OWNER**

### **12.1 SUSPENSION OF WORK**

- .1 The Contractor shall, on the instructions of the Owner, suspend the progress of the Work or any part thereof for such time and in such manner as the Owner may consider necessary and shall, during such suspension, properly protect and secure the Work or such part thereof so far as is necessary in the opinion of the Owner. Clause 12.2 shall apply unless such suspension is:
  - .1 Otherwise provided for in the Contract, or

- .2 Necessary by reason of some default of or breach of contract by the Contractor or for which he is responsible, or
- .3 Necessary by reason of normal weather conditions on the Site, or
- .4 Necessary for the proper execution of the Work or for the safety of the Work or any part thereof, except to the extent that such necessity arises from any act or default by the Owner, in which case such suspension shall be at the Contractor's expense.

## **12.2 OWNER'S DETERMINATION FOLLOWING SUSPENSION**

- .1 Where, pursuant to clause 12.1, this clause applies the Owner shall determine:
  - .1 Any extension of time to which the Contractor is entitled under clause 6.4, and
  - .2 The amount, which shall be added to the Contract Price, in respect of the cost incurred by the Contractor by reason of such suspension.

## **12.3 SUSPENSION LASTING MORE THAN 91 DAYS**

- .1 If the progress of the Work or any part thereof is suspended on the written instructions of the Owner and if permission to resume work is not given by the Owner within a period of 91 days after the date of suspension then, unless such suspension is the Contractor's responsibility pursuant to clauses 12.1.1.1 to 12.1.1.4, the Contractor may give notice to the Owner requesting permission, within 28 days from the receipt thereof, to proceed with the Work or that part thereof in regard to which progress is suspended. If, within such time, such permission is not granted, the Contractor may elect to treat the suspension, where it affects only part of the Work, as an omission of such part under clause 8.1 by giving a further notice to the Owner to that effect, or, where it affects the whole of the Work, treat the suspension as an event of default by the Owner and terminate the Contract in accordance with the provisions of clause 14, in which case the provisions of clauses 14.2 and 14.3 shall apply.

## **12.4 TERMINATION OF CONTRACT**

- .1 The Owner may terminate the Contract at any time by giving a notice of termination to the Contractor. When such a notice is received by the Contractor he shall, subject to the provisions of such notice, forthwith cease all operations in performance of the Contract.
- .2 If the Owner terminates the Contract pursuant to clause 12.4.1, the Owner shall be under the same obligations to the Contractor in regard to payment as if the Contract had been terminated under the provisions of clause 14.

## **13. DEFAULT OF CONTRACTOR**

### **13.1 DEFAULT**

- .1 If the Contractor:
  - .1 Is deemed by law unable to pay his debts as they fall due, or becomes insolvent, or

- .2 Enters into voluntary or involuntary bankruptcy, liquidation or dissolution (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
  - .3 If any act is done or event occurs with respect to the Contractor or his assets which, under any applicable law, has a similar effect to any of the foregoing, or if he
  - .4 Has contravened clause 2.1, or
  - .5 Has repudiated the Contract, then the Owner may, upon written notice, enter upon the Site and the Work and immediately terminate the Contractor's right to continue with the Work.
- .2 If the Owner determines, that, in his opinion, the Contractor without reasonable excuse:
- .1 Has failed to commence and proceed with the Work or any part thereof in accordance the provisions of the Contract, or
  - .2 Has failed to comply with a notice issued pursuant to clause 6.7 or an instruction issued pursuant to clause 6.12 within 14 days after receiving it, or
  - .3 Despite previous warning from the Owner, in writing, is otherwise persistently or flagrantly neglecting to comply with any of his obligations under the Contract, or
  - .4 Has contravened clause 2.2, or
  - .5 Has failed to attain Substantial Performance of the Work or part or parts of the Work within the Contract Time or Times pursuant to clause 6.3, then the Owner may, after giving 14 days' notice to the Contractor, and unless the Contractor has within such period remedied the default, enter upon the Site and the Work and terminate the Contractor's right to continue with the Work in whole or in part.
- .3 If the Owner terminates the Contractor's right to continue with the Work, in whole or in part, pursuant to clause 13.1.1 or clause 13.1.2, such termination shall not release the Contractor from any of his obligations or liabilities under the Contract, and shall not affect the rights and authorities conferred on the Owner by the Contract, and the Owner may complete the Work or part thereof, or may contract with any Other Contractor to complete the Work or part thereof. The Owner or such Other Contractor may use for such completion so much of the Construction Equipment, Temporary Work and Products as he or they may think proper.

## **13.2 VALUATION AT DATE OF TERMINATION**

- .1 The Owner shall, as soon as practicable after any entry and termination by the Owner pursuant to clause 13.1, determine:
  - .1 What amount (if any) had, at the time of such entry and termination, been reasonably earned by or would reasonably accrue to the Contractor in respect of work then actually done by him under the Contract, and
  - .2 The value of any unused or partially used Products, any Construction Equipment and any Temporary Work.

### **13.3 PAYMENT AFTER TERMINATION**

- .1 If the Owner terminates the Contractor's right to continue with the Work in whole or in part under clause 13.1, he shall not be liable to pay to the Contractor any further amount in respect of the Contract until the expiration of the warranty period and thereafter until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any) and all other expenses incurred by the Owner have been determined. The Contractor shall then be entitled to receive only such sum (if any) as the Owner may determine would have been payable to him upon due completion by him after deducting the said amount. If such amount exceeds the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall, upon demand, pay to the Owner the amount of such excess and it shall be deemed a debt due by the Contractor to the Owner and shall be recoverable accordingly.

### **13.4 ASSIGNMENT OF BENEFIT OF AGREEMENT**

- .1 The Contractor shall, if so instructed by the Owner within 14 days of the entry and termination referred to in clause 13.1, assign to the Owner the benefit of any agreement for the supply of any goods or materials or services and/or for the execution of any work for the purposes of the Contract, which the Contractor may have entered into.

## **14. DEFAULT OF OWNER**

### **14.1 FAILURE OF OWNER TO PAY**

- .1 If the Owner fails to pay to the Contractor any amount due under the Contract within 28 days after the expiry of the time stated in the Payment Conditions within which payment is to be made, the Contractor may terminate the Contract by giving notice to the Owner. Such termination shall take effect 14 days after the giving of such notice unless payment is received within such period.

### **14.2 REMOVAL OF CONSTRUCTION EQUIPMENT**

- .1 Upon the termination of the Contract referred to in clause 14.1, the Contractor shall remove promptly from the Site all Construction Equipment.

### **14.3 PAYMENT ON TERMINATION**

- .1 In the event of termination pursuant to clause 14.1 the Owner shall be under the same obligations to the Contractor in regard to payment as if the Contract had been terminated under the provisions of clause 11, but, in addition to the payments specified in clause 11.3, the Owner shall pay to the Contractor the amount of any loss or damage, including reasonable profit, to the Contractor directly arising out of or in connection with or by consequence of such termination.

### **14.4 CONTRACTOR MAY SUSPEND WORK**

- .1 As an alternative to termination under clause 14.1 but without prejudice to the Contractor's entitlement to terminate under clause 14.1, the Contractor may, after giving 14 days' prior notice to the Owner, suspend work or reduce the rate of work.

- .2 If the Contractor suspends or reduces the rate of work pursuant to clause 14.4.1 and thereby suffers delay or incurs cost the Owner shall determine:
  - .1 Any extension of time to which the Contractor is entitled under clause 6.4, and
  - .2 The amount of such costs, which shall be added to the Contract Price.

## **14.5 RESUMPTION OF WORK**

- .1 When the Contractor suspends work or reduces the rate of work pursuant to clause 14.4.1 and the Owner subsequently pays the amount due, the Contractor's entitlement under clause 14.1 shall, if notice of termination has not been given, lapse and the Contractor shall resume normal working as soon as is reasonably possible.

## **15. SETTLEMENT OF DISPUTES**

### **15.1 DISPUTES**

- .1 If a dispute of any kind arises between the Owner and the Contractor in connection with, or arising out of, the Contract or the execution of the Work, whether during the execution of the Work or after its completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Owner, the matter in dispute shall be settled in accordance with the provisions of this clause 15.
- .2 Unless the Contract has already been repudiated or terminated, the Contractor shall, during the course of any dispute settlement, and without prejudice to any claim the Contractor may have:
  - .1 Proceed with the Work without delay, and
  - .2 Comply with any instructions issued by the Owner with respect thereto, unless and until such instructions are revised, as hereinafter provided, in a negotiated settlement or an arbitral or judicial award.

### **15.2 NOTICE OF DISPUTE**

- .1 A dispute shall be deemed to arise when the Owner or the Contractor serves on the other party a written notice of dispute stating the nature of the dispute. No notice of dispute shall be served by either party unless all other applicable provisions of the Contract have been invoked.

### **15.3 NEGOTIATED SETTLEMENT**

- .1 The Owner and the Contractor shall make bona fide efforts to settle any dispute arising between them by negotiations, in accordance with this clause 15.3, and provide timely disclosure of all relevant facts, information and documents to such negotiations.
- .2 Within 14 days after the serving of a notice of dispute by one party on the other pursuant to clause 15.2, the parties shall commence negotiations for the purposes of settling the dispute. Such settlement process may include, if both parties agree, the use of mediation.

- .3 If, after 28 days, or such longer period as the parties and the mediator, if any, may agree, after the commencement of negotiations pursuant to clause 15.3.2, the parties have not settled the dispute, it shall be referred to arbitration, unless the parties mutually agree otherwise.

#### **15.4 MEDIATION**

- .1 If, in their efforts to reach a negotiated settlement, the parties agree to use mediation pursuant to clause 15.3.2, such mediation shall be conducted by a single mediator acceptable to both parties and under terms-of-reference established by both parties and the mediator. The parties shall share equally the cost of mediation.

#### **15.5 ARBITRATION**

- .1 A reference to arbitration pursuant to clause 15.3.3 shall be effected by either party serving on the other party a notice to refer the dispute to arbitration and such dispute shall be referred to a single arbitrator agreed for that purpose or, in default of agreement within a reasonable time, appointed at the request of the Owner or the Contractor by the Alberta Arbitration and Mediation Society.
- .2 A reference to arbitration under this clause shall be a reference to which the Arbitration Act (Alberta) applies and any award pursuant thereto shall bind the parties, except as otherwise provided by the Act.

**END OF SECTION**

**SUPPLEMENTARY CONDITIONS**

- .1 These Supplementary Conditions provide information relative to specific items not covered in other sections.

**2. BUSINESS LICENSE**

- .1 The Contractor shall be required to apply for and obtain a Business License within each jurisdiction where construction occurs.

**3. COORDINATION OF WORK WITH OTHERS**

- .1 The Contractor is advised that other work could be currently taking place in the vicinity of the proposed Work or work could commence at any time in the vicinity of the proposed work.
- .2 The Contractor shall co-ordinate his work with other contractors, as applicable. All coordination between the Contractor and other contractors shall be reviewed by the Owner's Representative prior to work occurring.
- .3 The Owner will assume no responsibilities for the co-ordination of the various work activities and will not be involved in scheduling of the work if there is a conflict in work schedules.
- .4 No separate payment will be made for this item.

**END OF SECTION**

## 1. GENERAL

### 1.1 MEASUREMENT SYSTEM

- .1 This section specifies the measurement rules that will generally be used for payment purposes unless otherwise specified in the Contract Documents. In case of conflict between the method of measurement specified in this section and the requirements specified in Section 01280 – Measurement Schedule, the latter will govern.
- .2 Work will be measured in the International System of Units (SI) in accordance with CAN/CSA–Z234.1–89 Canadian Metric Practice Guide.
- .3 When used in the Contract, the following abbreviations and symbols have the meaning assigned to them.

<b>Abbreviation/Symbol</b>	<b>Meaning</b>
µm	micrometre or micron
mm	millimetre
m	metre
mm <sup>2</sup> or mm2	square millimetre
m <sup>2</sup> or m2	square metre
ha	hectare
kPa	kilopascal
MPa	megapascal
m <sup>3</sup> or m3	cubic metre
L	litre
L.S.	lump sum
g	gram
kg	kilogram
N	newton
kN	kilonewton
t	tonne
no.	number (quantity)
min	minute (time)
h	hour
d	day
wk	week
%	percent
>	greater than
≥	greater than or equal to
<	less than
≤	less than or equal to
\$	Canadian dollars
°	degree (angle)
°C	degree Celsius
vm	vertical metre
rpm	revolutions per minute
US gpm	US gallon per minute
gal	gallon
Btu	British thermal unit
VDC	volts of direct current
VAC	volts of alternating current
Ah	amp hour

## 1.2 METHOD OF MEASUREMENT

.1 Unless otherwise indicated in the Contract Documents:

- .1 Earthwork materials will be measured net in place after compaction, with no allowance for bulking, shrinkage, compression, foundation settlement, or waste.
- .2 Products will be measured net, with no allowance for waste.
- .3 Dimensions used in calculating quantities will be rounded to the nearest unit of dimension as follows:

<u>Quantity</u>	<u>Dimension</u>
Volume of earth	centimetre
Volume of concrete	millimetre
Length of pipe	centimetre
Area of land	decimetre

- .4 The survey station grid system adopted will be at 10 linear metres spacing on curves and 20 linear metres spacing on tangent sections for measuring earthwork quantities, respectively.
  - .5 Contours may be based on aerial photograph interpretation and are approximate only. Actual ground elevations and location co-ordinates will be determined in the field during the course of the Work for measurement purposes.
  - .6 Measurement and payment will not be made for work carried out beyond measurement and payment lines and limits specified in the Contract Documents.
- .2 When boundaries between different items of Work are not specified in the Contract Documents, such boundaries will be established by the Owner.
- .3 Mass:
- .1 Mass will be measured by weigh scale or by estimated or theoretical mass taken from reference documents, as specified.
  - .2 Mass will be measured to 3 decimal places.
- .4 Length:
- .1 Length will be measured at the item centreline or mean chord.
  - .2 Items to be measured by linear dimension will be measured parallel to the base or foundation upon which such items are placed.
  - .3 Items to be measured by station will be measured horizontal to the base or foundation upon which such items are placed.
  - .4 Centre line for pipes, ducts, culverts, and similar items will be the line equidistant between inside faces of pipe walls.

- .5 Area:
  - .1 For rectangular and regular shaped objects, area will be measured using mean length and width or radius.
  - .2 For irregular objects, area will be measured by the sum of squares, triangles, and circles, etc., as selected by the Owner.
- .6 Volume:
  - .1 Unless otherwise indicated, volume will be measured using mean length, width, and height or thickness.
  - .2 Excavation and fill volumes will be computed using a digital terrain modelling computer software program.
- .7 Time:
  - .1 Construction Equipment to be paid for on a time basis will be measured in hours of actual working time, and necessary travelling time, when under its own power to the nearest tenth thereof.
  - .2 Hauling equipment to be paid for on a time basis will be measured in hours of actual working time to the nearest tenth thereof.
- .8 Number of items will be measured on a per item basis.
- .9 Lump Sum items will not be measured for payment.
- .10 When standard manufactured items are identified by their physical characteristics, such characteristics will be considered as nominal. Unless more stringently controlled by specified tolerances, manufacturing tolerances established by the industry involved will be accepted.

### **1.3 MEASUREMENT COMPUTATION**

- .1 Formulae and computer programs used for measurement computation will be as specified or, when not specified, as selected by the Owner.

### **1.4 MEASUREMENT OF WORK**

- .1 Unless otherwise specified, the Owner will measure the Work for the purpose of determining payment to the Contractor.
- .2 The Owner will request the Contractor to attend with the Owner in making measurements.
- .3 If the Contractor does not attend pursuant to Paragraph 1.4.2, measurements made or approved by the Owner will be considered to be the correct measurement for such part of the Work.
- .4 The Owner will prepare survey records and drawings for payment purposes as the Work progresses. The Owner will request the Contractor to attend, within 14 days, to examine and verify such records and drawings. If the Contractor does not attend to examine and verify such records and drawings, they will be considered to be correct.

- .5 If, after attending pursuant to Paragraph 1.4.2 or 1.4.4, the Contractor disagrees with such measurements or records or drawings, they will nevertheless be considered correct until the Contractor notifies the Owner of the aspects in which they are considered incorrect. On receipt of such notice, the Owner will review the measurements or records or drawings and either confirm or vary them.

## **1.5 QUANTITIES**

- .1 Unless otherwise indicated, quantities specified in the Schedule of Prices for Unit Price Work are estimated quantities and will not be considered as actual quantities of Work to be performed. Subject to the Contract terms, unit prices stated in the Schedule of Prices will be applied to actual quantities of Work performed as measured in accordance with the Contract Documents.
- .2 When it is stated that the Contractor will be paid only for the quantity specified for an item of Work, such quantity will be considered as a fixed quantity and the Contractor will be paid for the quantity specified, regardless of the actual quantity performed. If a change in the Work directed by the Owner results in a change in a fixed quantity, the quantity will be adjusted in accordance with the Contract Documents and payment will be made for the adjusted quantity.

## **1.6 SCALES**

- .1 Unless otherwise indicated, provide weigh scales, certified by Industry Canada, for measurement purposes.
- .2 Provide scales that are accurate to within 0.5% of correct mass throughout the range of use. Spring balances will not be permitted.
- .3 Prior to use and at any time requested by the Owner, provide the services of a qualified independent person, acceptable to the Owner, for the testing and servicing of weigh scales. Perform baseline tests and record results. Service and adjust weigh scales to meet requirements of Industry Canada and the Contract Documents. Submit a final report of weigh scale tests, services, and adjustments.
- .4 Scales indicating more than true mass will not be permitted to operate and material measured subsequent to the last previous correct accuracy test will be reduced by the percentage of error in excess of 0.5%.
- .5 Scales indicating less than true mass will be adjusted and no additional payment will be made for materials previously scaled and recorded.

## **1.7 SCHEDULE OF PRICES**

- .1 The Schedule of Prices is divided into items for purposes of measurement and payment of Work. Price each item in accordance with the methods of measurement specified in the Contract.
- .2 Item names in the Schedule of Prices identify the work covered by the respective item, but do not define the size or nature of the unit.
- .3 Read item names in the Schedule of Prices as part of the item scope, measurement, and payment requirements to which they apply in the Measurement Schedule.

- .4 For each price specified in the Schedule of Prices include all costs and charges required to perform the Work including overhead charges and profit, and all costs of all related Work for which payment is not specified elsewhere.
- .5 Subject to the provisions of the Contract Documents, the total amount of the Schedule of Prices shall cover all of the Contractor's obligations under the Contract and all matters and things necessary for performance of the Work in accordance with the Contract Documents.
- .6 Payment will be made only for items specified in the Schedule of Prices. Costs and charges not directly provided for in the Schedule of Prices will be deemed to be included therein.
- .7 Work or material included in any one item will not also be measured for payment under another item. No item will be paid for more than once.
- .8 Omissions or errors in any item including quantities in the Schedule of Prices will not invalidate the Contract nor release the Contractor from any of his obligations or liabilities under the Contract.

## **1.8 LUMP SUM ITEMS**

- .1 Breakdown of Lump Sum Items
  - .1 If requested, submit to the Owner a breakdown of each Lump Sum item included in the Schedule of Prices, within 21 days after the commencement date of the Contract.
  - .2 Provide sufficient details as required by the Owner to identify the principal components of the Work and to permit ready valuation of Work performed.
- .2 Lump Sum Items Paid in Accordance with a Schedule
  - .1 For Mobilization and Demobilization, Existing and Temporary Roads, and Care of Water, where payment of the respective Lump Sum amount will be made in accordance with a schedule as specified in Section 01280 – Measurement Schedule, the measurement of the completed Work by the Owner will include the amount of any work completed for Mobilization and Demobilization, Existing and Temporary Roads, and Care of Water.

## **1.9 SCHEDULE OF PRICES – DIVIDED BID ITEMS**

- .1 Where Divided Bid items are included in the Schedule of Prices or the Measurement Schedule, such items shall be excluded from the provisions for variations specified in the General Conditions.
- .2 Include in the Unit Price for the first quantity of the divided item:
  - .1 Costs and profit for each unit of first quantity, and
  - .2 Contractor's fixed costs for the total quantity of the divided item specified in the Schedule of Prices plus additional quantities as specified in 1.9.4 Contractor's fixed costs shall include fixed costs for labour, Products, Construction Equipment, Temporary Work and overhead.

- .3 Include in the Unit Price for the quantity of Work over the first quantity, hereinafter called the 'second quantity', cost and profit for each unit of Work, excluding fixed costs included in 1.9.2.2.
- .4 Where the actual total quantity of the Divided Bid item is less than 120% of the estimated total quantity specified in the Schedule of Prices, the Unit Prices bid for the second quantity shall apply to all quantities in excess of the first quantity.
- .5 Where the actual total quantity of the Divided Bid item is more than 120% of the estimated total quantity of the Divided Bid Item, the Contractor's fixed costs per unit of Work shall be calculated by the Owner as follows:

$$\text{Fixed costs per Unit of work} = ((\text{FQUP} - \text{SQUP}) \times \text{FQ}) / \text{TQ}$$

Where:

- FQUP – First Quantity Unit Price bid
- SQUP – Second Quantity Unit Price bid
- FQ – First Quantity in the Schedule of Prices
- TQ – Total Quantity in the Schedule of Prices

Payment for the actual quantity which exceeds 120% of the total quantity in the Schedule of Prices shall be based on the Unit Price bid for the second quantity plus the fixed costs calculated by the Owner.

- .6 The Unit Price for the second quantity of Work shall not exceed the Unit Price for the first quantity. Where a Unit Price for the second quantity of Work is greater in amount than the Unit Price for the first quantity, the Unit price and its extension will be corrected by the Owner to the Unit Price of the first quantity. Accordingly, the Bid will be evaluated and the Work will be paid for at the Unit Price of the first quantity. Contractor shall be bound to such corrected amounts.

**2. PRODUCTS – NOT USED**

**3. EXECUTION – NOT USED**

**END OF SECTION**

**1. GENERAL**

- .1 Requirements specified in this Section apply to the scope and measurement of work for purposes of determining payment under the Contract.

**2. MEASUREMENT SCHEDULE**

**2.1 EXTRA WORK ALLOWANCES**

**.1 Unforeseen Work:**

- .1 Scope: Includes unforeseen work for which payment is not included elsewhere. Unforeseen work shall be approved by Owner.
- .2 Measurement: Shall be made by the Owner after assessment of the nature of the unforeseen work. Method of measurement, extent of work, and the limit of work shall be agreed to prior to commencing the unforeseen work.
- .3 Payment: Shall be made by an approved change order describing the unforeseen work and setting out the method of payment (ie., lump sum, unit price and/or force account). Payment amount shall be taken from the Extra Work Allowance provided for in the Contract.

**2.2 SCHEDULE A - CROSSWALK**

- .1 Scope: Includes but is not limited to all labour, material and equipment necessary to complete crosswalk pavement marking removal (if required), layout, preparation and application of white ladder-style crosswalk markings at locations identified by the Owner's Representative. Work shall include supply and application of all traffic paint, and associated materials required for a complete installation. All work shall be completed in accordance with applicable standards and as directed by the Owner's Representative. Crosswalk Line Striping includes all related work for which payment is not included elsewhere.
- .2 Measurement: Crosswalk Line Striping will be measured on a per crosswalk basis in feet (ft), as specified in the Schedule of Quantities.

**2.3 SCHEDULE B - LINE STRIPING**

- .1 Scope: Includes but is not limited to all labour, material and equipment necessary for roadway pavement marking layout and application including centre lines, lane lines, edge lines, stop bars, and miscellaneous pavement markings as directed by the Owner's Representative. Work shall include supply and application of all traffic paint, and associated materials required for a complete installation. Line Striping includes all related work for which payment is not included elsewhere.
- .2 Measurement: Roadway Line Striping shall be measured on a feet (ft) basis.

**END OF SECTION**

**1. GENERAL**

**1.1 WORK SITE SAFETY – THIS CONTRACTOR IS “PRIME CONTRACTOR”**

- .1 For the purposes of the *Occupational Health and Safety Act* (Alberta), and for the duration of the Work of this Contract:
  - .1 Be the “prime contractor” for the “work site”; and
  - .2 Do everything that is reasonably practicable to establish and maintain a system or process that complies with the Act and its regulations, and as required to provide for the health and safety of all persons at the “work site.”
- .2 Direct all Subcontractors, Sub-subcontractors, Other Contractors, employers, workers, and any other persons at the “work site” on safety related matters, to the extent required to fulfil “prime contractor” responsibilities pursuant to the Act, regardless of:
  - .1 Whether or not any contractual relationship exists between the Contractor and any of these entities; and
  - .2 Whether or not such entities have been specifically identified in this Contract.

**1.2 SAFETY REQUIREMENTS**

- .1 Establish and maintain a system or process to provide for the safety for all persons at the Site during the Contract Time, including:
  - .1 The development and implementation of satisfactory safety plans for all aspects of work and the co-ordination of all plans;
  - .2 The establishment of a safety committee; and
  - .3 Conducting safety meetings and workplace orientation meetings.
- .2 Communicate and co-operate on safety matters with the Owner and Occupational Health and Safety.
- .3 Comply with federal, provincial, and municipal legislation, including the Workplace Hazardous Materials Information System.
- .4 Rectify unsafe conditions, and be responsible for all related costs and delays.
- .5 Advise the Owner as soon as possible of all accidents.
- .6 Investigate any accident that causes injury, and complete accident forms and prepare accident reports.
- .7 Provide and maintain a first aid room and equipment as required by the Occupational Health and Safety Regulations.
- .8 Maintain first aid supplies, space, and trained personnel on Site as required by the Occupational Health and Safety Regulations.
- .9 Have at least one qualified first aider on Site for each work shift.

**1.3 SUBMITTALS**

- .1 Provide the following submittals.
- .2 The name of the person responsible for supervision of the Contractor's safety plan at the Site prior to commencing Work at the Site.
- .3 The names of workers qualified as first aiders prior to commencing Work at the Site including monthly updates.
- .4 At the end of each month, a list of accidents including lost time injuries incurred for the month, and a cumulative summary of all accidents and total lost time including a comparison with the total work time since the start of the Contract.
- .5 Completed accident forms and reports as soon as possible.

**2. PRODUCTS – NOT USED**

**3. EXECUTION – NOT USED**

**END OF SECTION**

**1. GENERAL**

- .1 Perform final cleaning operations prior to the request for inspection for Total Performance.
- .2 Remove surplus products, tools, construction machinery, and equipment not required for the performance of the remaining Work prior to the request for inspection for Substantial Performance.
- .3 Remove waste products and debris resulting from the Work of the Contractor, and leave the Work clean and suitable for use by the Owner.
- .4 Repair, patch, and touch-up marred surfaces to match adjacent finishes.
- .5 Leave all surfaces in a neat, levelled condition.
- .6 Remove all temporary work.
- .7 Clean and sweep all new and existing roadways affected by contract work.

**2. PRODUCTS – NOT USED**

**3. EXECUTION – NOT USED**

**END OF SECTION**

## **1. GENERAL**

### **1.1 SUMMARY OF PROCESS**

- .1 A Contract acceptance process will be used to facilitate the Owner's acceptance of the Work. The process can be summarized as follows:
  - .1 Total Performance of the Work:
    - .1 Fulfilment of prerequisites to Total Performance.
    - .2 Inspection for Total Performance.
    - .3 Issuance of a Certificate of Total Performance.

### **1.2 PREREQUISITES TO TOTAL PERFORMANCE**

- .1 Prior to requesting the Owner's inspection for Total Performance, carry out the following:
  - .1 Perform the entire Work, including the correction of all Contract Deficiencies, including items listed in Article 1.3.2 and except those items arising from the warranty provisions of the Contract Documents.
  - .2 Review the Contract Documents and inspect the Work to confirm that prerequisites to Total Performance have been met and that the Work is ready for inspection for Total Performance.

### **1.3 INSPECTION FOR TOTAL PERFORMANCE**

- .1 Submit a written request to the Owner for inspection for Total Performance, including a copy of the Owner's most recent SPC Deficiency List, and certify that each Contract Deficiency has been corrected or otherwise resolved in a manner agreed to between the Owner and the Contractor. List known exceptions, if any, in the request.
- .2 The Owner will, within a reasonable time after receipt of the Contractor's request:
  - .1 Proceed with the inspection; or
  - .2 Advise the Contractor that prerequisites are not adequately fulfilled.

### **1.4 TOTAL PERFORMANCE OF THE WORK**

- .1 Following the inspection, the Owner will:
  - .1 Accept the Certificate of Total Performance of the Work, stating the effective date of Total Performance; or
  - .2 Reject the Certificate of Total Performance and advise the Contractor of Contract Deficiencies that must be corrected prior to issuance of a Certificate of Total Performance of the Work.

### **1.5 PREREQUISITES TO WARRANTY PERFORMANCE**

- .1 The prerequisites to Warranty Performance are:

- .1 Total Performance of the Work;
- .2 Expiry of the warranty period; and
- .3 Correction of items arising from the warranty period required by the Contract Documents.

**1.6 INSPECTION FOR WARRANTY PERFORMANCE**

- .1 Thirty to sixty days prior to the end of the warranty period, the Contractor shall apply to the Owner for acceptance of the Warranty Performance of the Work.
- .2 Just prior to the end of the warranty period, the Owner will conduct an inspection for Warranty Performance.

**2. PRODUCTS – NOT USED**

**3. EXECUTION – NOT USED**

**END OF SECTION**



**CERTIFICATE of TOTAL PERFORMANCE**

**Contract: Town of Westlock  
2026 Line Striping Program**

This Certificate is issued pursuant to Section 6.10 of the General Conditions of the Contract dated:

**{ Contract Date }**

between

Town of Westlock

and

**{ Contractor }**

This Total Performance Certificate is for all tender and extra work items and represents completion of the Contract as of **{ Date }**.

This Certificate has been made to the best of the Owner's knowledge, information and belief. It does not constitute an acceptance of any work not in accordance with the Contract requirements, whether or not such defect or deficiency could have been observed or discovered during construction.

PREPARED BY: The Town of Westlock

Per: \_\_\_\_\_

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

ACCEPTED BY: Town of Westlock

Per: \_\_\_\_\_

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

**{ Contractor }**

Per: \_\_\_\_\_

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

**SCHEDULE A – CROSSWALK STRIPING**

#1- 107 Street & 99 Avenue



#2- 107 Street & 100 Avenue – West Side



#3- 107 Street & 100 Avenue – North Side



#4- 107 Street & 100 Avenue – East Side



#5- 107 Street & 100 Avenue – South Side



#6 – 107 Street & 102 Avenue



#7 – 107 Street & 103 Avenue (H&R Block, East/West)



#8 -107 Street & 103 Avenue (H&R Block, North/South)



#9 -106 Street & 101 Avenue (Doctors Office)



#10 – 106 Street & 101 Avenue (Legion)



#11 – 106 Street & 100 Avenue (East Side, light intersection)



#12 – 106 Street & 100 Avenue (South side, light intersection)



#13 – 106 Street & 100 Avenue (West Side, light intersection)



#14 – 106 Street & 100 Avenue (North Side, light intersection)



#15 – 106 Street & 99 Avenue (Memorial Hall)



#16 – 105 Street & 100 Avenue (Kerri's Cafe)



#17 – 105 Street & 100 Avenue (Royal Bank)



#18 – 104 Street & 101 Avenue (RF Staples School, East Side)



#19 – 104 Street & 100 Avenue (RF Staples School, South Side)



#20 - 104 Street & 100 Avenue (RF Staples School, West Side)



#21 - 104 Street & 100 Avenue (RF Staples School, North Side)



#22 - 104 Street & 100 Avenue (Drayden Insurance)



#23 - 101 Street & 102 Avenue (RF Staples School, South)



#24 - 101 Street & 102 Avenue (RF Staples School, North)



#25 - 100 Street & 100 Avenue (Provincial Building)



#26 – 99 Street & 100 Avenue (Sobey's Corner, East/West)



#27 – 99 Street & 100 Avenue (Sobey's Corner, North/South)



#28 – 99 Street & 99 Avenue (St Mary’s School, Pedestrian School Zone)



#29 – 99 Street & 99 Avenue (Sobeys)



#30 – 97 Street & 99A Avenue (St. Marys School, Front of School)



#31 – 97 Street & 100 Avenue (North/South)



#32 – 97 Street & 100 Avenue (East/West)



#33 – 97 Street & 102 Avenue



#34 – 102 Street & 104 Avenue (Ramzi's Service Road)



#35 – 106 Street & 104 Avenue (Aquatic Centre Service Road)



#36 – 106 Street & 105 Avenue (Elementary School)



#37 – 102 Street & 110 Avenue (Aspendale Neighbourhood)



#38 – John Deere Intersection



#39 – 105 Street & 105 Avenue



#40 – 107 Street & Hwy 44

