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GENERAL SPECIFICATIONS**1.1 DEFINITIONS AND INTERPRETATION**

All Department employee titles and descriptions are subject to change based on prescribed operational parameters. In these Specifications, unless the context requires a contrary meaning:

1.1.1 BIDDER

"Bidder" shall mean any individual, partnership, or corporation submitting a tender for the Work contemplated, acting directly or through a duly authorized representative.

1.1.2 BRIDGE CULVERTS

"Bridge Culverts" shall mean Corrugated Steel Pipe and Structural Plate Corrugated Steel Pipe with an equivalent diameter of 1500 mm or greater usually associated with road crossings of streams or other small watercourses.

1.1.3 BRIDGE STRUCTURES

"Bridge Structures" shall mean major bridge structures generally associated with bridging roadways, railways or large watercourses.

1.1.4 CONTRACT

"Contract" shall mean the written agreement covering the performance of the Work and the furnishing of labour, equipment and Material in the construction of the Work, and shall include without limiting the generality of the foregoing, the Tender, Contract form, Contract bonds, Plans, Specifications, special provisions, notices, supplemental specifications, specification amendments and all supplemental agreements required to complete the Work.

1.1.5 CONTRACTOR

"Contractor" shall mean the person agreeing to perform the Work set out in the Contract.

1.1.6 CONSTRUCTION COMPLETION

Construction Completion shall mean when all Work specified in the Contract (excluding Work required during the warranty period) has been completed by the Contractor in accordance with the Specifications and Plans and accepted by the Department.

1.1.7 CONSULTANT

"Consultant" shall mean the professional Engineer or Engineering consulting firm that has been retained by the Department to administer the Contract.

1.1.8 CONSULTANT'S REPRESENTATIVE

"Consultant's Representative" shall mean the person assigned by the Consultant to the Work, acting within the scope of the particular duties entrusted to him.

1.1.9 DEPARTMENT

"Department" shall mean Her Majesty the Queen in right of Alberta, as represented by Alberta Transportation and includes a person authorized by the Minister to perform, on his behalf, any of his functions under the Contract.

1.1.10 MATERIAL

"Material" shall mean all or any part of the commodities or other items used, or expended in the prosecution of the Work, and includes materials furnished by the Contractor or by the Department for use by the Contractor.

1.1.11 MINISTER

"Minister" shall mean the person holding the position of the Minister of Transportation for the Province of Alberta or his authorized representative.

1.1.12 PERSON

"Person" shall include a corporation or a partnership and the heirs, executors, administrators or other legal representatives of a person.

1.1.13 PLANS

"Plans" shall include all drawings, or reproductions of drawings, provided by the Department and pertaining to the Work.

1.1.14 SPECIFICATIONS

"Specifications" shall include all specifications and the directions, schedules, special provisions and requirements contained herein, together with all written agreements made or to be made, pertaining to the method and manner of performing the Work, or to the quantities or quality of Material to be furnished under the Contract.

1.1.15 SUPPLIER

"Supplier" shall mean the "the person who supplies the materials for incorporation into the Work, either to the Contractor, a subcontractor or a sub-subcontractor."

1.1.16 SURETY

"Surety" shall mean the person bound with the Contractor to provide security, respectively, for one or more of:

- (i) the due performance of the Contract;
- (ii) the payment in full for all items of labour and materials used or reasonably required for use in the performance of the Contract;
- (iii) the repair of any damage to or failure in the Work to which the Contract relates and for which the Contractor is responsible under the Contract.

1.1.17 WORK

"Work" shall mean all or any part of the work to be performed under the Contract by the Contractor, whether complete or incomplete, as originally set forth or as revised by the Department, and any or all of the equipment, Material and labour supplied by or for the Contractor.

1.1.18 IMPLIED PROVISIONS

In the Contract:

- (i) words importing male persons include female persons and corporations;
- (ii) words in the singular include the plural and words in the plural include the singular;
- (iii) the applicable law shall be the law of the Province of Alberta;
- (iv) time shall be of the essence; and
- (v) headings and subheadings are not substantive and are inserted for convenience of reference only.

1.1.19 UTILITY COMPANY

"Utility Company" shall mean an individual, partnership or corporation that carries on business in Alberta as a generator, distributor, producer or seller, to the public in Alberta or elsewhere, of electrical energy, natural gas, oil, steam, water, or telecommunications whose facilities may have impact on the Work.

1.2 GENERAL SPECIFICATIONS

1.2.1 TENDERS

All tenders must be submitted on the forms furnished by the Department. All blank spaces under the headings "Unit Price", "Estimated Quantity" where applicable, and "Total Bid" must be filled in. If the tender is submitted by an individual, his name and address must be given.

If the tender is made by a partnership or corporation, the name of the partnership or of the corporation must be given, and the address to which all notices or letters are to be mailed must be given in addition to the signature of one of the officers of the partnership or corporation.

Tenders shall bear the Bidder's signature and official seal, or the Bidder's signature shall be witnessed and the Affidavit of Execution completed.

All addenda issued during the tendering period must be acknowledged in the space provided on the tender forms.

Tenders may be rejected if they show any alteration of form, additions not called for, conditional or alternative bids, incomplete bids or irregularities of any kind. Tenders in which the prices are obviously unbalanced may be rejected.

1.2.2 QUANTITIES

1.2.2.1 **General**

The quantities given in the tender form are to be considered as approximate only, and are to be used in the comparison of tenders. Final payment to the Contractor will be made only for the actual quantities of Work performed or Material furnished in accordance with the Plans and Specifications as determined by measurements made by the Consultant. It is agreed that the quantities of Work to be done or Material to be furnished may be altered by the Consultant and such alterations shall not be considered as a waiver of any condition of the Contract, nor as invalidating any of the provisions thereof, nor shall any changes be made in the Contract unit prices on account of such alterations, but the same unit prices shall apply as if no alteration had been made.

1.2.2.1.1 Lump Sum Items

Estimated quantities associated with lump sum bid items are provided only for the Contractor's information. These estimates are based on in-place quantities to the neat lines shown on the drawings. The Contractor shall confirm these quantities as necessary. It is agreed that submission of a tender shall be conclusive evidence that the bidder has made such confirmation and that, whether or not he has so confirmed, is willing to assume and does assume all risk with regard to lump sum bid items.

Section 1.2.2.2 "Quantity Variations" will not apply to lump sum bid items.

1.2.2.2 **Quantity Variations**

1.2.2.2.1 Conditions for Unit Price Adjustment

Notwithstanding Section 1.2.2.1, and except for items of Work, if any, for which the applicability of this Section 1.2.2.2 has been specifically excluded elsewhere in the Contract, the Minister and the Contractor may agree to adjust a rate or price contained in the Contract:

- (i) if the actual quantity of work executed under the item exceeds or falls short of the estimated quantity specified in the Unit Price Schedule by more than 15%; and
- (ii) if there is no off-setting adjustment with respect to the quantity of any other item of work; and
- (iii) if, based on the actual quantity of work executed and the rate or price contained in the Unit Price Schedule, the extended amount of the item exceeds 15% of the original Total Tender amount shown in the Unit Price Schedule; and
- (iv) if the Contractor believes that he has incurred significant additional expense as a result thereof or the Minister believes that the quantity variation entitles the Minister to an adjustment in the rate or price.

1.2.2.2.2 Quantity Over-Runs

An adjusted rate or price made pursuant to Sub-section 1.2.2.2.1, where the actual quantity of work executed under the item exceeds the estimated quantity specified in the Unit Price Schedule by more than 15%, shall apply only to the quantity that is in excess of 115% of the estimated quantity specified in the Unit Price Schedule.

1.2.2.2.3 Quantity Under-Runs

An adjusted rate or price made pursuant to Sub-section 1.2.2.2.1, where the actual quantity of work executed under the item falls short of the quantity specified in the Unit Price Schedule by more than 15%, shall not exceed the rate or price that would cause the total amount paid for the bid item to exceed the product of the original rate or price contained in the Unit Price Schedule multiplied by 85% of the estimated quantity specified in the Unit Price Schedule.

1.2.3 EXAMINATION OF WORK

1.2.3.1 **Bidder's Investigation**

The Bidder shall examine the Plans, Specifications and Contract forms and carefully investigate and satisfy himself of every condition affecting the Work including the site conditions, and the labour and Material to be provided. It is agreed that submission of a tender shall be conclusive evidence that the Bidder has made such investigation and that, whether or not he has so investigated, he is willing to assume and does assume all risk regarding conditions affecting the Work.

Any information pertaining to subsurface soil, rock and groundwater conditions on the borehole/testpit logs shown on the drawings has been obtained for design purposes and is valid only at the specific locations of the boreholes/testpits and on the date that the subsurface investigations took place. Bidders may wish to supplement this information, for their purposes, by performing additional investigations.

1.2.3.2 **Hierarchy Of Documents**

In the event of discrepancies, the hierarchy of documents shall be as follows, in descending order:

- special provisions
- applicable appendices contained in the document entitled Dispute Resolution Process for Government of Alberta Construction Contracts, Edition 1, 1997

- project specific construction plans
- standard construction plans
- specification amendments
- supplemental specifications
- general specifications
- construction specifications

In the event of a difference between scaled dimensions on Plans and the figures written thereon, the figures shall govern. In the event that two or more plans show conflicting information, the information on the most recently dated plan shall govern.

Any technical and manufacturer's standard, Government Act, Regulation, or Code of Practice referred to in the Contract documents shall be the version current at the time the Contract is awarded.

1.2.3.3 Plans

When the Tender has full sized plans or drawings rolled separately, the drawing package will be available for purchase by bidders as required during the tender period.

For construction, the Consultant will provide the Contractor with four sets of full sized drawings containing any revisions made during the tender period. The construction drawings will be marked "Issued for Construction".

Only Drawings marked "Issued for Construction" shall be used as construction drawings.

1.2.3.4 Deviations From Plans

No deviation from the Plans or the approved working drawings will be permitted without the written order of the Consultant.

1.2.3.5 Omissions

In the event of an omission of any detail from the Specifications or Plans, only the best general practice is to prevail and only Material and workmanship of the highest quality are to be used.

1.2.3.6 Interpretation and Modification of Tender Documents

The Contractor shall submit questions about the meaning and intent of the Tender Documents directly to the Engineering Consultant at the office identified in the Special Provisions. Interpretations and modifications considered necessary by the Consultant in response to such questions will be issued by the Department in writing in the form of an Addendum.

Addenda may also be issued by the Department to modify the Tender Documents as deemed necessary.

The Contractor shall submit questions as early as possible during the tendering period. The Consultant may not respond to questions received too close to the bid closing time to permit issuance of an Addendum.

Replies to questions, interpretations and modifications made in a manner other than by written Addendum shall not be binding.

1.2.4 DISQUALIFICATION OF BIDDERS

The right to reject any or all tenders is reserved by the Minister, and the lowest or any tender will not necessarily be accepted.

Only one tender from an individual, firm, partnership or corporation will be considered. Reasonable grounds for believing that any Bidder is interested in more than one tender for the Work, in the capacity of the Contractor, may cause the rejection of all tenders in which such Bidder is interested.

Any or all tenders will be rejected if there is reason for believing that collusion exists among the Bidders, and none of the participants in such collusion will be considered in future proposals.

Failure to satisfactorily complete previous contracts, avoidable delays in completing such contracts, or a lack of experience or capital will be considered sufficient cause for rejecting any tender.

1.2.5 COMPETENCY

1.2.5.1 **General**

Contracts will not be awarded to any government agency including but not limited to the government of Canada, the government of a province or territory of Canada, any agency thereof, or any municipality or other unit of local government within any province or territory of Canada.

"Government Agency" means a branch, unit, subsidiary or other form of entity, owned or controlled by a government agency and includes any subsidiaries or entities owned or controlled by that agency.

Contracts will only be awarded to Bidders registered with Alberta Government Services, Corporate Registry.

The low bidder may be required to supply evidence of experience, equipment, ability and financial capability before the Contract is executed.

At the time of Contract execution, the successful bidder shall submit on forms supplied by the Department a detailed schedule delineating commencement and completion dates for each phase of the Work, planned fleet numbers, production rates and working hours.

1.2.5.2 **Safety Prequalification**

Contracts will only be awarded to Bidders who, prior to the time fixed for receiving tenders, possess a Certificate of Recognition (COR) which is relevant to their industry and which is recognized by Alberta Human Resources and Employment, Workplace Health and Safety.

Bidders are advised that a small employer's certificate of recognition (for employers with less than ten employees) is not considered acceptable.

For Bidders who have not obtained a Certificate of Recognition, a valid Temporary Letter of Certification (TLC) issued by the Alberta Construction Safety Association (ACSA) will be considered acceptable.

The Department will confirm that the Bidder possesses a COR or a valid TLC through the Alberta Construction Safety Association.

It is the Bidder's responsibility to ensure his registration in the program is properly documented with the Alberta Construction Safety Association and the Department will assume no liability for errors or omissions by the Alberta Construction Safety Association in this regard.

During the progress of the Work, the Contractor shall complete Monthly Health and Safety Summary Reports and submit these reports to the Consultant's Representative at the end of each month.

When the Contract has been completed, the Contractor and Consultant's Representative shall jointly complete the Project Completion Health and Safety Report.

The Department will provide copies of these forms to the Contractor.

1.2.5.3 Conflicts of Interest

As required by the Conflicts of Interest Act (Alberta) no member of the legislative assembly or person directly associated with a member, as defined in the Act, shall submit a bid for this Contract.

1.2.6 DELIVERY OF TENDERS

All tenders must be submitted in sealed envelopes addressed as shown in the Instructions to Bidders and marked "Tender for Construction" or "Tender for Bridge Construction" with the highway or bridge file number clearly marked thereon. All tenders must be received at the proper location and by the time and date set for the receipt of such tenders as shown in the Instructions to Bidders.

1.2.7 BID DEPOSIT

1.2.7.1 Requirements

Each tender must be accompanied by a Bid Bond, Certified Cheque, Money Order or a Bank Draft equal to 10 % of the tender amount.

1.2.7.2 Forfeiture

If, within 21 days after the Contract is presented to him for signature, hand delivered or sent by registered mail or courier addressed to him at the address stated in his tender, the Bidder refuses or fails:

- (i) to sign and return to the Department the Contract for the performance of the Work and the supplying of Material covered by his tender; or
- (ii) to provide the security for the performance of the Contract and for labour and material payment as required by Section 1.2.9; or
- (iii) to provide the insurance required by Section 1.2.10; the bid bond or deposit shall be subject to forfeiture to the Department, and if a Contract for that Work and Material is then entered into with some other person for a greater amount, the Bidder is liable to the Department in the amount equal to the difference between the amount of his tender and the

amount of the Contract actually entered into; the maximum not exceeding the amount of the security required under this Section.

1.2.8 ACCEPTANCE OR WITHDRAWAL OF TENDER

A Bidder may withdraw his tender when he submits a request in writing signed by the Bidder, or his agent in fact, if the request is received in the office set out in Section 1.2.6 at any time up to the time fixed for receiving tenders.

No Bidder may withdraw a tender at or after the time fixed for receiving tenders until:

- (i) some other person has entered into a contract with the Minister for the performance of the Work and the supplying of the Material specified in the notice inviting tenders, or
- (ii) 35 days after the time fixed for receiving tenders,

whichever occurs first.

1.2.8.1 **Tender Changes**

A Bidder wishing to change his Tender, may withdraw the Tender in accordance with Section 1.2.8, modify and resubmit it in accordance with Section 1.2.6, Delivery of Tenders.

Alternatively, if this change is to the unit price schedule only, the Bidder may send a facsimile (FAX) message on a copy of the "TENDER AMENDMENT FORM" included in the Tender Document, to the number and to the attention of the Director, Tender Administration, as shown in the Instructions to Bidders. To be acceptable, the form must be received by the time and date set for the receipt of the tender in accordance with Section 1.2.6, Delivery of Tenders and the Instructions to Bidders. The time of the submission will be considered the receipted time as shown on the Department's FAX machine.

1.2.9 SECURITY

The successful Bidder shall furnish security in a form satisfactory to the Department, in the amount of:

- (i) 50% of the Contract tender price for the due performance of the Contract;
- (ii) 50% of the Contract tender price for the payment in full of all claims for labour and for Material used or reasonably required for use in the performance of the Contract; and
- (iii) the total interim payment for crushing and stockpiling when required.

1.2.9.1 **Bonds**

A Performance Bond and a Labour and Material Payment Bond will be the type of security required.

The Department will provide the successful Bidder with standard forms of these bonds for completion.

1.2.9.2 Alternative Forms of Security

When specified in the special provisions, an Irrevocable Letter of Credit, Certified Cheque, Bank Draft or Money Order may be used as security in lieu of Performance Bonds and Labour and Materials Payment Bonds.

When Irrevocable Letters of Credit are used in lieu of bonds or as security for interim payment for crushing, they shall comply with the following:

- (i) The Irrevocable Letter of Credit shall be provided by a Domestic Chartered Bank as listed in the Bank Act, "Schedule A, Domestic Chartered Banks", "Schedule B, Foreign Chartered Banks", or the Alberta Treasury Branch.
- (ii) Unless otherwise approved by the Department, the Irrevocable Letter of Credit shall be worded the same as the sample in the Contract.
- (iii) The Irrevocable Letter of Credit shall initially be dated to expire a minimum of five months after the specified Contract completion date except for irrevocable letters of credit used as security for interim payment for crushing and stockpiling aggregates which shall be dated to expire on the specified Contract completion date.
- (iv) Should the time to complete the Contract extend beyond the specified Contract completion date, the Contractor may be required to provide the Department with an Irrevocable Letter of Credit with a revised expiry date. Where the Contractor is required to provide for this extension in time, the Contractor shall, within 14 days of being notified of the requirement, provide to the Department the Irrevocable Letter of Credit with the revised expiry date. Should the Contractor fail to provide this revised Irrevocable Letter of Credit, the Department will without further notice draw funds on the original Irrevocable Letter of Credit.

Irrevocable Letters of Credit, Certified Cheques, Bank Drafts or Money Orders used in lieu of Labour and Materials Payment Bonds, will be released 120 days after the date of Construction Completion providing there are no outstanding claims filed with the Department against the Contractor.

Irrevocable Letters of Credit, Certified Cheques, Bank Drafts or Money Orders used in lieu of Performance Bonds will be released:

- (i) After the Department's acceptance of the Work as detailed in Section 1.2.53, Construction Completion and Acceptance; or
- (ii) In cases where Section 1.2.54, Contractor's Warranty and Final Acceptance applies, after the expiration of the warranty period provided any repairs are completed to the satisfaction of the Department.

Irrevocable Letters of Credit used as security for interim payment for crushing and stockpiling aggregate will be returned to the Contractor upon acceptance of the Work.

1.2.10 INSURANCE

The Contractor shall, without limiting his obligations or liabilities herein and at his own expense, provide and maintain the following insurances in compliance with the Alberta Insurance Act, and in forms and amounts acceptable to the Department:

(i) General Liability Insurance in an amount not less than five million dollars (\$5,000,000) inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof. The Minister is to be added as an additional insured under this policy for any and all claims arising out of the Contractor's operations. The policy shall be endorsed to state it is primary and will not require the pro rata sharing of any loss by any insurer of the Minister. Such insurance shall include but not be limited to:

- Products and Completed Operations Liability;
- Owner's and Contractor's Protective Liability;
- Blanket Written Contractual Liability;
- Contingent Employer's Liability;
- Personal Injury Liability;
- Non-Owned Automobile Liability;
- Cross Liability with respect to additional insureds;
- Employees as additional insureds;
- Broad Form Property Damage Endorsement;
- Operation of Attached Machinery;
- Sudden and accidental pollution,

and where such further risk exists:

- Blasting, Demolition, Pile Driving, Caisson Work or Tunneling, as applicable;
- Elevator and Hoist Liability;
- Towing/On Hook Coverage.

(ii) Automobile Liability on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than \$5 million.

(iii) Aircraft and/or Watercraft Liability for all craft owned, operated or licensed in the name of the Contractor and for all non-owned craft used in the operations of the Contractor, in an amount not less than \$5 million per occurrence and including passenger hazard liability where applicable.

(iv) For bridge structures, bridge culverts and building structures, Course of Construction insurance in the form of an "all risks" builder's risk policy. Such policy shall insure the Work to a minimum of the full value of the bridge or building component of the Contract price and the full value of any bridge or building Material that is provided by the Department for incorporation into the Work and shall include coverage for the risk of flood where such peril exists. Such insurance shall be in the joint names of the Contractor, the Minister, the subcontractors, and all others having an insurable interest in the Work, and shall continue until the date of Construction Completion.

All the foregoing insurance shall be primary and not require the pro rata sharing of any loss by any insurer of the Minister.

The Contractor shall provide the Department with a certified true copy of each policy prior to execution of the Contract.

The Contractor shall ensure that Products and Completed Operations coverage, as applicable, shall be in force for the duration of the warranty period.

All required insurance shall be endorsed to provide the Department with 30 days advance written notice of material change or cancellation.

The Contractor shall require and ensure that each subcontractor provides evidence of comparable insurance to that set forth in clauses (i) through (iv) of this section.

The Contractor is responsible for insuring his equipment against "all risks" of accidental loss or damage. The Contractor shall waive his right of recourse against the Minister with regard to any loss or damage to the equipment and shall make his insurer aware of this waiver.

1.2.11 CONTRACT DESIGN CHANGE PROPOSALS

1.2.11.1 **General**

After the tender is awarded, the Contractor has the option of submitting a Contract Design Change Proposal for an alternate design or change to the Department's design or any component thereof provided cost savings can be achieved without compromising the integrity and quality of the project. These proposals will be accepted or rejected by the Department at its sole discretion. Proposals shall be submitted through the Department's Regional office.

Project Net Cost Savings will be shared on a 65% / 35% basis between the Contractor and the Department. These net savings shall be identified, itemized, confirmed and fixed prior to the Department giving approval to proceed with the proposed changes.

When a Contract Design Change Proposal is submitted, a preliminary technical review will be conducted by the Department to ensure it meets the Department's requirements. A one week period will be required for this review after which the proposal will be accepted or rejected. If the proposal is accepted, the Contractor shall complete a detailed design as required.

When submitting a Design Change Proposal, the Contractor shall also provide non-refundable certified cheques in accordance with the following:

- (i) Preliminary Technical Review - At the time the proposal is submitted, the Contractor shall provide a non-refundable certified cheque in the amount of \$1,000.
- (ii) Final Design Review - If the Project Net Cost Savings (PNCS) is more than \$10,000.00, the Contractor shall provide an additional non-refundable certified cheque in the amount of \$3,000.00 at the final design review stage. If the PNCS is less than or equal to \$10,000.00, the contractor will not be required to provide the \$3,000.00.

Contract Design Change Proposals shall be sufficiently complete at the preliminary technical review stage so that the Department can fully assess alternates for equivalencies, and compliance to standards and practices, including functionality, serviceability, durability, maintainability and overall cost effectiveness. The Department may recommend or request adjustments or alterations to the proposal to make it acceptable.

Acceptance or rejection of the proposal at any time during the initial review process will not be considered a basis for claim or relieve the Contractor of any obligations of the Contract.

Once both parties have agreed to the terms and conditions of the proposal, the Contract will be modified through a supplementary agreement (Contract Change) to incorporate the changes agreed upon, all other Contract conditions will remain in effect.

1.2.11.2 **Payment**

Project Net Cost Savings (PNCS) shall be taken as the cost difference between the Department's tendered design and the Contractor's proposed design, net any additional costs or savings incurred by the Department. The Contractor's Cost for Contract Changes (CCCC) shall include but are not limited to, any required design work, the preparation of the proposal submission, the involvement of the Contractor's engineer if necessary and all costs associated with construction and profit. The Department's costs and/or savings (DC) shall include those which are project related but outside the terms of the Contract, such as, but are not limited to, consultant costs for participating in the review of the Contractor's proposal, project testing, measurement, inspection, including any specialized inspection required by the Department, and management;

$$\text{PNCS} = \text{DTDC} - \text{CCCC} \pm \text{DC}$$

PNCS - Project Net Cost Savings
 DTDC - Department's Tender Design Cost
 CCCC - Contractor's Cost for Contract Changes
 DC - Department Costs (Savings(+), Additional Costs (-))

Payment to the Contractor to complete the work identified in the proposal will be made through progress payments in accordance with the terms and conditions agreed to for the proposal. This payment shall not exceed the Contractor's estimate for the work as identified in the proposal.

Payment of the Contractor's 65% share of the Project Net Cost Savings will be made as a lump sum payment to the Contractor once the project is ready for the Construction Completion Inspection.

1.2.11.3 **Engineering Standards and Guidelines for Contract Design Change Proposals**1.2.11.3.1 General Requirements

Proposals will be evaluated for compliance with Alberta Transportation Standards and Guidelines for Highway and Bridge Structures. If a proposed alternate does not meet or exceed the Department's standards, guidelines, practices or specifications, it is the responsibility of the Contractor to undertake the level of engineering necessary to justify the deviation. Details of the justification with supporting documentation must be provided to the Department with the submission.

For environmental and other approval requirements, the Contractor shall note that conditions on any existing permits and approvals are only applicable for the existing Contract. When required the Contractor must resubmit the plans and drawings for review and obtain new or revised permits and approvals.

1.2.11.3.2 For Bridge Structures and Bridge Culverts

Alberta Transportation reference documents:

- Engineering Consultant Guidelines for Highway and Bridge Projects
- Guidelines for Bridge Structures, Standards, Approvals and Design
- Bridge Size Culverts Design and Drafting Guidelines
- Fish Habitat Guidelines for Stream Crossings

- CAN/CSA-S6-00
- Bridge Structures Design Criteria Version - 5.00

Other reference information such as bridge file records and design notes will be made available in the Departments office for the Contractors use.

1.2.11.3.3 For Highways

The Department's design designation for the project which specifies the design speed, road top width and other basic design parameters shall not be changed.

Alberta Transportation reference documents:

- Engineering Consultant Guidelines for Highway and Bridge Projects
- Highway Geometric Design Guide
- Traffic Control Standards Manual
- Drafting Guidelines
- Pavement Design Manual
- Alberta Highway Pavement Marking Guide

Other reference information such as file records and design notes will be made available in the Department's office for the Contractor's use.

1.2.11.3.4 Preliminary Technical Review - Submission Requirements for Contract Design Change Proposals

The preliminary technical review will be conducted by the Department to assess the proposal, for equivalencies and compliance to the Department's standards, guidelines and practices. For the submission at this stage, where plans and drawings are required to illustrate the proposal, the Contractor may make use of and modify as required the Department's plans. For major design changes, the Contractor shall prepare additional sketch plans as required that reasonably represent the design alternate or change.

To permit the Department to assess the proposal, the Contractor shall provide a written submission to the Department which includes when applicable, information on the following items:

1.2.11.3.4.1 General

- (i) Describe the difference between the existing Contract requirements and the proposal.
- (ii) Indicate the Contractor's Cost for Contract Changes (CCCC) as defined herein, with supporting calculations and cost estimates.
- (iii) Identify potential impacts of the proposal on road users or other stake holders including but not limited to landowners, municipalities, utility companies, and other government agencies, with respect to access, usage, right-of-way agreements. The Contractor shall outline how he will resolve these issues.
- (iv) Indicate the date by which the proposal must be accepted to realize the cost savings identified, and also identify the effect, if any, the proposal has on the Contract Completion Date and when applicable, the number of Site Occupancy days identified in the Contract.

- (v) Identify the key human resources to be employed in preparing the proposal, including details of their past related project experience.
- (vi) Where a significant change to the Contract is proposed, provide evidence that the Contractor's Bonding Company is aware of and supports the proposal submission.

1.2.11.3.4.2 For Bridge Structures and Bridge Culverts

The following are typical requirements for a submission that involves major changes to the Department's tendered design. Items from this list will apply as appropriate to minor changes and the nature of the change.

- (i) Plan View showing structure layout, roadway geometrics and alignment, stream channel and river protection works, and right-of-way limits.
- (ii) Elevation View showing span(s), foundation type, stream channel section, all significant hydro technical data such as design upstream high water elevation and freeboard. Also for culvert type structures show invert elevations.
- (iii) Section view showing superstructure elements such as deck, slabs, curbs, girder type, size and number, type of bridgerail proposed, etc. For culvert type structures, show invert length, geometry, and elevations, river projection works, and any special details.
- (iv) Description of materials to be used and finish treatment. Timber materials will not be permitted.
- (v) Pier Section showing pier type and details of pier foundation.
- (vi) Abutment Elevation Section showing abutment and foundation details.
- (viii) Description of bearing and deck joints.

1.2.11.3.4.3 For Highways

- (i) Geometric: show any proposed changes to, horizontal alignment, vertical alignment, typical cross-section(s), right-of-way, hazards in clear zone or near clear zone, guardrail, access management.
- (ii) Traffic Engineering and Control: show changes to, signing, pavement marking, railway crossings and work zone traffic accommodation.
- (iii) Geotechnical: indicate, any additional testing requirements, changes in materials, slope changes or erosion control requirements.
- (iv) Surfacing Design: including; first course gravel, base courses, asphalt concrete pavement, and Portland cement concrete pavement. Provide details of changes to, surfacing strategy, structural design, aggregate requirements, binder material, geometrics and clearances. Provide details of any effects the proposed changes would have on design life of the surfacing structure.

1.2.11.3.5 Detailed Design Review - Requirements for Contract Design Change Proposals

1.2.11.3.5.1 General Requirements

If the proposal is accepted, the Contractor shall complete a detailed engineering design. The design drawings shall be in a similar format and carried out to the same level of detail as the original design.

The alternate design or change shall be designed and independently checked by Professional Engineers, registered in the Province of Alberta and shall be complete in all respects, including all drawings and other information necessary to perform the work. Both the designer and the checker shall stamp the drawings.

Upon receiving the detailed design submission the Department will require a total period of eight (8) working days for reviewing the design drawings and details. The Department and its Consultant assume no responsibility for correctness or adequacy of the design as a result of this review. The Contractor's engineer will assume professional responsibility as Engineer of Record for all engineering aspects associated with the proposed changes.

1.2.11.3.5.2 For Bridge Structures and Bridge Culverts

The detailed design shall meet the Department's standards and guidelines as prescribed for loading, geometrics, hydraulics and material.

For bridge work, the Contractor shall submit the final design drawings in one full package. If fast tracking is necessary, then contingent upon Department approval, the Contractor may submit the final design drawings in two stages for a) the substructure, and b) the superstructure, in which case two - four (4) day periods will be required for design reviews. The submission for the superstructure shall include the superstructure loads.

- (i) The design shall comply with the requirements of CAN/CSA-S6-00 and the requirements of Alberta Transportation "Bridge Structures Design Criteria Version - 5.00".
- (ii) The Department's "Specification for Bridge Construction" shall be used for materials and construction and shall be supplemented where required and with the approval of the Department.

1.2.11.3.5.3 For Highways

The detailed design for Highways and Roads shall meet the Department's standards and guidelines for geometric standards, environmental guidelines, pavement design, address all geotechnical and erosion concerns, meet guidelines contained in Traffic Control Standards or any other applicable standards or guidelines. The detailed design shall be documented as required in the Engineering Consultant Guidelines for Highway and Bridge Projects.

1.2.11.3.6 Other Requirements And Conditions For Contract Design Change Proposals

During the detailed design process or construction phase, the Contractor shall be responsible for making adjustments or alterations at his own cost, for whatever cause, to the proposal to make it congruent with the specified requirements for a complete job.

No portion of construction can commence until the design or change has been accepted for that portion of the Work.

The Consultant will be responsible for resident engineering services during construction. The Contractor shall make provision for the involvement of his engineer as necessary. If the proposal involves inspection work which is unfamiliar or beyond the capabilities of the Department's Consultant and a specialist is required, all costs for additional or specialized inspection will be the responsibility of the Department.

In the development or preparation of the proposal, the Contractor shall not employ the Department's Consultant who is providing engineering services on this Contract.

1.2.12 PRE-CONSTRUCTION MEETINGS

1.2.12.1 **General**

Prior to commencement of the Work, a pre-construction meeting will be conducted by the Consultant. The Contractor shall ensure that his project supervisor, his designated safety representative and a representative for each sub-contractor, as determined by either the Consultant or the Contractor, are in attendance.

1.2.12.2 **Bridge Structures**

An additional meeting is required when fabrication of precast concrete girders, structural steel or bridgerail is involved or when any other specialized construction is included in the Contract. The Consultant will conduct this meeting after the shop drawings have been approved but before fabrication commences. The Contractor shall ensure the plant superintendent and plant manager responsible for the work and any manufacturer's representatives directly involved in the specialized work are in attendance.

1.2.13 MOBILIZATION AND DEMOBILIZATION

Where Mobilization is included as a bid item, it shall consist of the necessary work and operation including, but not limited to, the movement of personnel, equipment, supplies and incidentals to the Work, the establishment of offices, camps and other facilities necessary to undertake the Work and for expenses incurred for other work and operations which must be performed prior to the commencement of the Work.

The Department will pay for mobilization at the lump sum price bid for "Mobilization" which payment shall be compensation in full for all costs associated with mobilization. No payment for mobilization will be made until the value of the work completed on bid items other than mobilization exceeds 10% of the total tender price. Payments for interim crushing and stockpiling aggregate are not considered as value of Work completed on a bid item when payment for Mobilization is being considered. When the amount bid for Mobilization exceeds 10% of the total original Contract tender amount, the Department will withhold the portion in excess of 10% until the date of Construction Completion.

The amount bid for Mobilization will be paid only once, regardless of the number of times the Contractor mobilizes. If the Contract does not contain a bid item for "Mobilization", no direct payment will be made for costs associated with mobilization.

There will be no separate payment made for demobilization.

1.2.14 COMMENCEMENT AND SCHEDULING OF WORK

The Contractor shall commence the Work in accordance with the time limits set out in the Contract or on a date acceptable to the Department and confirmed in writing between the Contractor and the Department.

The Contractor shall commence the Work and proceed with diligence to prosecute the Work in accordance with the agreed upon schedule in sufficient time to complete the Work on or before the completion date specified in the Contract.

The Contractor shall immediately notify the Department and the Consultant of any proposed changes to the agreed upon schedule.

1.2.15 CONSULTANT'S AND DEPARTMENT'S ACCESS TO THE WORK

The Contractor shall provide the Consultant and the Department with suitable and safe access to all parts of the Work at any time, for the purpose of inspection and measurement, and when the Work is being carried out at night, lighting shall be provided so that all operations are plainly and safely visible.

1.2.16 SITE OFFICES FOR BRIDGE STRUCTURE CONSTRUCTION

The Contractor shall provide and maintain in a clean and safe condition an office trailer at the site for the sole use of the Consultant. The site office trailer shall be located within the Contractor's working area, separate from the Contractor's office or any other structure, and meet the following requirements:

- minimum floor area 11 m², with minimum headroom of 2.4 m
- adequate lighting, heating and ventilation
- windproof, weatherproof and insulated
- lockable exterior door
- adequate windows on all sides, with screens and shades
- minimum 2 electrical receptacles
- resilient flooring material
- one plan or drafting table with one stool
- one desk - minimum 1500 x 600, and two chairs
- one two drawer filing cabinet

Details of the office, its contents and its proposed location shall be submitted to the Consultant for approval.

The Contractor shall provide the site office prior to the commencement of any field work and for the duration of the Contract.

The location of the trailer will be determined by the Consultant, based on the work sequence undertaken by the Contractor. The Contractor may be required to move the trailer occasionally to locate it suitably with respect to the work.

The Consultant may require the trailer to be moved about the site, and in such case will be considered as "incidental work" and no separate payment will be made.

In contracts involving multiple sites more than one trailer may be required.

In the event the Contractor fails to provide an office trailer(s) as specified, the Consultant will make the necessary arrangements for supplying the specified trailer(s). The cost of providing the office trailer(s) and all associated costs shall be the responsibility of the Contractor and monies will be deducted from the monthly progress payments accordingly.

1.2.17 TEMPORARY SUSPENSION OF WORK

1.2.17.1 **Authority To Suspend Work**

The Consultant and the Consultant's Representative shall have the authority to suspend the Work, in whole or in part, for such a period as he may deem necessary, due to conditions that he considers unfavourable for the prosecution of the Work or due to the failure of the Contractor to comply with any provision of the Contract.

In situations where the Consultant is not on site, the Department shall have the authority to suspend the Work, if in its opinion, the Contractor fails to adequately provide for the safety of the public.

Upon receipt of a notice to suspend the Work, the Contractor shall immediately suspend those operations as are specified. No such suspension shall vitiate or void the Contract, or any part thereof, or any security or obligation for the performance thereof, or relieve the Contractor of any other responsibility under the terms of the Contract including the preservation and care of the site and Material.

During a period of suspension the Contractor shall not remove without the consent of the Consultant any part of the Material or equipment previously provided for the Contract.

The Contractor shall not suspend the Work without the consent of the Consultant.

1.2.17.2 **No Compensation**

Subject to Section 1.2.17.3, the Contractor shall not have any claim for compensation or damages against the Department or Consultant for any suspension, stoppage, hindrance or delay from any cause whatsoever.

No compensation will be made to the Contractor for a suspension, stoppage, hindrance or delay of the Work due to the fault of the Contractor including, without limiting the generality of the foregoing, delays by strikes of the employees of the Contractor or sub-contractors.

1.2.17.3 **Compensation For Standby**

When the Work or any part of it is suspended by order of the Consultant for a reason which is not related to the Contractor's performance of the Work, the Department may consider a claim for payment of standby costs which may be incurred by the Contractor. When such costs are claimed they shall be legitimate, reasonable, and supported by proper documentation as required by the Consultant, and submitted in accordance with Section 1.2.55, Claims and Dispute Resolution.

The Department will not pay for standby costs related to any of the following:

- Weather or other natural conditions;
- Failure by the Contractor to carry out orders given by the Consultant;
- Any failure by the Contractor to comply with a requirement or provision of the Contract;

- Any failure by the Contractor to provide for the safety of the public or his, the Department's or the Consultant's work force;
- Any failure by the Contractor to protect the property of the Department or others;
- Any delay occurring while defects or failures in the Work are being remedied;
- Any change in the quantity of any item of Work from the estimated quantity shown in the Contract Unit Price Schedule;
- Any equipment or work force which was not actually present and actively working on the Work immediately prior to the suspension of the Work;
- Any haul trucks or their drivers used on the Work;
- Any suspension of the Work that is less than 4 hours in duration; and
- Testing of Material or Work for compliance with Specifications and Plans.

When the Department fails to provide right-of-way necessary for access to the Work, and has not so notified the Contractor in the special provisions of the Contract, and in the Consultant's opinion alternate work areas are not available or practical to allow continued prosecution of the Work, the Department may consider the payment of a claim for standby, which shall not in any case exceed 10 days.

When a claim for standby is considered by the Department, direct costs which, in the opinion of the Consultant, could not have been avoided by the judicious handling of forces, equipment or plant, will be paid to the Contractor in an amount that the Department may find to be fair and reasonable. No item of cost other than idle time rate of equipment and necessary payments for idle time of workers will be considered.

Compensation for standby time of workers and equipment will be determined by the Department, and in accordance with the following:

- (i) The time paid for will not exceed eight hours in any one day;
- (ii) Saturdays, Sundays and statutory holidays will be excluded;
- (iii) Overhead and profit will be excluded; and
- (iv) The idle time equipment rates will be determined by the Department.

Upon termination of the suspension by the Consultant or the Department, the Contractor shall resume operations at once.

1.2.18 HINDRANCES AND DELAYS

1.2.18.1 **Utilities**

The Consultant will notify all known utility owners or operators to adjust their utility installations as necessary, within or adjacent to the Work. All such utility adjustments will be made by the owners or operators, except as otherwise provided for in the special provisions or as specifically noted on the Plans.

It is understood and agreed that the Contractor has considered in his tender the present and proposed position of all permanent and temporary utilities. No additional compensation will be paid by the Department for any delay, inconvenience or damage sustained by the Contractor which is caused by the existence of or adjustment to the utilities.

It is further understood and agreed that the Contractor has considered in his tender the scheduling of those items of the Work essential to the adjustment of the utilities, and that the Work will be scheduled and performed at the time required to accommodate these adjustments and without additional compensation.

1.2.18.2 Work by Others

The Minister reserves the right at any time to contract for and perform other or additional work, on or near the Work covered by the Contract. When separate Department contracts are in effect on or near the Work and further to Section 1.2.44 "Occupational Health and Safety", the Contractor shall conduct his work so as to minimize interference with progress or completion of work being performed by other contractors. The Contractor shall cooperate with others working on or near the Work and, in the case of dispute as to procedure or scheduling of the Work, the Department's decision shall be final and binding on the Contractor.

The Contractor shall have no claim against the Department for any inconvenience, delay or loss arising from the presence and operations of others on or near the Work.

1.2.19 ADJUSTMENT OF COMPLETION DATES

For the purposes of this section, seal coat contracts will be considered Slurry Seal, Double Seal Coat, Graded Aggregate Seal Coat and Chip Seal.

The Department will adjust the specified Contract completion date and/or interim completion date as applicable under the following conditions only. These conditions also apply in situations where a completion date has been previously adjusted by the Department.

- (a) The Contractor submits a written request to the Consultant as soon as possible after the occurrence of the circumstance giving rise to the request and not later than fourteen (14) days after the occurrence of the circumstance. Failure to submit a request within this prescribed time period will prejudice the Contractor's right to receive an adjustment to the completion date, unless the Contractor can demonstrate to the satisfaction of the Department that such delay did not prejudice the ability of the Department to validate the request, and
- (b) The written request is accompanied by an adjusted detailed schedule of the Contractor's work to enable completion on the requested adjusted date and,
- (c) The reason for the request, stated in the request, is one of the following:
 - (i) Completion of the Contract requires work or material in greater amounts or quantities than those estimated amounts or quantities shown in the Contract, or
 - (ii) The work site is not available to the Contractor through no fault of the Contractor, or
 - (iii) There is a delay in the availability of materials which are to be supplied by the Department, or
 - (iv) The Consultant suspends the Work and standby payments are due in accordance with Section 1.2.17, or
 - (v) There is a delay resulting from an order of a court, or from strikes or lock-outs, or

- (vi) There is a delay for reasons of inclement weather, or conditions resulting from inclement weather. Such delays will be considered when the Contractor works on the roadway surface less than half a normal working day for reasons of inclement weather. A normal working day shall comprise the average duration worked by the Contractor on the preceding 5 uninterrupted working days.

Inclement weather occurring after the completion date, will not be considered as a reason for delay. Inclement weather occurring during the period between November 1 and April 30 of the following year will not be considered as a reason for delay.

- (d) The circumstances precipitating the request occurred prior to the completion date and the Contractor demonstrates to the satisfaction of the Consultant that the circumstance impacted the overall project schedule, preventing completion of the Contract by the specified interim or Contract completion date.

If an adjustment to a completion date is granted by the Department on any contract other than a seal coat Contract, the Department will delete the time period between November 1 and April 30 of the next calendar year in setting the adjusted completion date. For example, where the specified completion date is October 15, and the extension is to be 20 days, then the adjusted completion date will be May 4, of the following year.

When an adjustment to the completion date of a Seal Coat contract is granted, the following time periods will be deleted:

- (i) For Chip Seal Contracts, the period between September 16 and April 30 of the following year will be deleted
- (ii) For Graded Aggregate Seal Coat, Double Seal Coat and Slurry Seal Coat Contracts, the period between September 30 and April 30 of the following year will be deleted.

1.2.20 FAILURE TO COMPLETE ON TIME

If any Work specified to be completed by the interim completion date remains incomplete after that date or, if any Work remains incomplete after the specified Contract completion date, or as adjusted by the Department under Section 1.2.19, Adjustment of Completion Dates, there will be deducted from money due the Contractor, the cost to the Department of any work and material reasonably expended by the Department which has been made necessary by reason of the Contractor's failure to complete the Work by the date(s) specified in the Contract, or as adjusted, and without in any way limiting the generality of the foregoing, shall include:

- (i) Liquidated Damages

The Contractor agrees to pay to the Department, an amount per day for each and every day beyond the specified or adjusted completion date that the Work remains uncompleted, in accordance with the following terms:

- (a) The sum of \$1,350.00 per day for each calendar day until, in the opinion of the Consultant, the project is ready for the Construction Completion Inspection. This daily rate will be reduced to \$300.00 per day in situations where the Work to be completed is only minor cleanup.

Once it has been established that the project is ready for the Construction Completion Inspection, the assessment of Liquidated Damages will totally cease. The Contractor will not be assessed liquidated damages for the time spent correcting any deficiencies identified during the Construction Completion Inspection.

The sum of \$1,350.00 per day for each calendar day until, in the opinion of the Consultant, the Work specified to be completed by the interim completion date has been completed. This daily rate will be reduced to \$ 300.00 per day in situations where the Work to be completed is only minor cleanup. Liquidated damages will not be assessed during the time spent correcting deficiencies identified by the Consultant through his inspection of the completed Work.

- (b) For all Contracts other than seal coat Contracts, regardless of the daily rate charged, there will be no liquidated damages assessed during the time period between December 1 and April 30 of the following year.

On chip seal coat contracts there will be no liquidated damages assessed during the time period between September 16 and April 30 of the following year.

On double seal coat, slurry seal coat and graded aggregate seal coat, there will be no liquidated damages assessed during the time period between September 30 and April 30 of the following year.

- (c) There will be no liquidated damages assessed for days lost due to inclement weather or conditions resulting from inclement weather, that occur after the specified or adjusted completion date.

(ii) the additional cost of maintenance and repair necessary; and

(iii) the cost of accommodating traffic over, through or around portions of the Work.

The Department will deduct assessed amounts from payments due on this Contract. If there are insufficient funds to cover the assessed amounts, the Department will invoice the Contractor. The Contractor shall promptly pay the amounts invoiced. Should any amounts remain unpaid after 60 days from the date of invoice, the Department may recover such unpaid sum from any money due to the Contractor from the Department on any Contract or account, rendering an accounting to the Contractor for any sums so recovered.

1.2.21 DURATION OF WORK AND SITE OCCUPANCY

1.2.21.1 **General**

When the Contract contains a bid item for "Site Occupancy", bidders shall indicate the number of Calendar Days required to complete the Work under the "estimated quantity" column of the unit price schedule and extend that number of days times the unit price per day as shown, to get the total bid for "Site Occupancy".

1.2.21.2 **Calculation of Calendar Days for Site Occupancy**

Calendar Days for Site Occupancy will be calculated as whole days. The assessment of calendar days will commence on the day of the first disturbance within the right-of-way. Thereafter, every day will be counted as a Calendar Day with the exception of when:

- the Contractor is prohibited from working due to restrictions imposed by local bylaws after the Contract has been awarded or as a result of directives from the Consultant or the Department.
- the Contractor schedules employee time off subject to the conditions specified herein,
- the project is delayed due to inclement weather subject to the conditions specified herein,
- the Contractor is working solely on the development or reclamation of a borrow area,
- the Contractor is working solely on the reclamation or cleanup of a gravel source,
- the Contractor is working solely on the maintenance or restoration of haul roads,
- the project is shutdown for winter, or
- the Contractor pre-schedules interruptions to continuous prosecution of the Work as a result of the desire to schedule distinct phases of the Work at different times. Distinct phases are generally defined as the larger work groups such as grading, base, or paving which require different types of equipment, however, the Consultant may approve scheduled interruptions for other components of the Work at his discretion. Any such interruptions must be identified in the Contractor's construction schedule.

For the purposes of this specification, line painting and guardrail construction will not be considered distinct phases of work.

1.2.21.3 Employee Time Off

The Contractor will be granted a maximum of eight non-charged days per thirty day period for the purpose of allowing employee time off, providing:

- the Consultant is given at least seven days notice,
- there is no construction ongoing which requires the presence of the Consultant and
- no more than five consecutive days are taken at one time.

The thirty day period will start at the commencement of work as defined above and any of the time-off days not taken in a specified thirty day period will not be permitted to be used in subsequent periods. When the estimated number of Calendar Days for Site Occupancy required to complete the project is less than thirty, the number of allowable days off for this purpose will be prorated.

1.2.21.4 Inclement Weather

A day on which the Contractor is unable to work on the roadway, or works less than half of a normal working day for reasons of inclement weather, or conditions resulting from inclement weather, shall not be counted as a Calendar Day.

Towing traffic or blading the road surface to facilitate the passage of traffic will not be considered as "work on the roadway."

Ripping, drying and/or re-laying material to restore the material to the condition it was prior to the occurrence of inclement weather will also not be considered "work on the roadway."

On a day which the Contractor works less than a normal working day on the roadway for reasons of inclement weather, but works at least half of a normal working day, that day will be counted as a Calendar Day.

A normal working day shall comprise the average duration worked by the Contractor on the preceding 5 uninterrupted working days.

1.2.21.5 Working During Periods of Inclement Weather or Pre-scheduled Interruptions

During periods of inclement weather or during pre-scheduled interruptions of the Work and prior to the completion of these phases of the Work; if, in the opinion of the Consultant, the Contractor is not performing work such as earthwork, granular base course or asphalt concrete paving, other minor work that is normally subject to site occupancy charges may proceed without the assessment of Calendar Days for Site Occupancy. Such work shall include but not be limited to clearing, seeding, guardrail, permanent highway signing, highway lighting, pavement marking, temporary and permanent environmental protection, fencing, culvert rip-rap and trimming backslopes.

The performance of such work at any other time prior to the Construction Completion inspection as detailed in Section 1.2.53, Construction Completion and Acceptance, will result in the assessment of Calendar Days for Site Occupancy.

1.2.21.6 Exclusions from Site Occupancy

The following items will be excluded from Site Occupancy regardless of when they are completed:

- (i) the development or reclamation of borrow areas;
- (ii) the development or reclamation of gravel sources;
- (iii) the maintenance or restoration of haul roads;
- (iv) the production of aggregates;
- (v) construction of milled rumble strips;
- (vi) the preparation and installation of temporary environmental measures as detailed in the department manual entitled "Environmental Construction Operations (ECO) Plan Framework.

1.2.21.7 Completion of Line Painting

When the Contract includes a line painting component, the Department will decide the priority of expeditious completion of line painting based on traffic volumes and other safety considerations and will identify the project in the special provisions as either; Priority Line Painting or Non-Priority Line Painting.

1.2.21.7.1 Non-Priority Line Painting

Subject to the exceptions detailed in Section 1.2.21.2, Calculation of Calendar Days for Site Occupancy, line painting must be completed within 5 days of the completion of surfacing work. During this five day period, calendar days will be counted for those days on which the Contractor is performing line painting or other work necessary to prepare the project for final inspection. If, after the five day period, the line painting has not been completed, calendar days will be counted until the line painting is complete.

1.2.21.7.2 Priority Line Painting

Subject to the exceptions detailed in Section 1.2.21.2, Calculation of Calendar Days for Site Occupancy, calendar days will continue to be counted until all Work including line painting is complete and the project is ready for the Construction Completion inspection as detailed in Section 1.2.21.9.

1.2.21.8 Completion of Guardrail Construction

Subject to the exceptions detailed in Section 1.2.21.2, Calculation of Calendar Days for Site Occupancy, guardrail construction must be completed within 5 days of the completion of surfacing work. During this five day period, calendar days will be counted for those days on which the Contractor is performing guardrail construction or other work necessary to prepare the project for the Construction Completion inspection. If, after the five day period, the guardrail construction has not been completed, calendar days will be counted until the guardrail construction is complete.

1.2.21.9 Conclusion of Site Occupancy

Subject to the exceptions specified in this Section 1.2.21.9, assessment of Calendar Days for Site Occupancy will cease entirely only once in the opinion of the Consultant, the project is ready for the Construction Completion inspection as detailed in Section 1.2.53, Construction Completion and Acceptance. Calendar Days for Site Occupancy will not be assessed during the period from the date of completion of the entire Work to the actual date of the Construction Completion inspection, during the completion of any deficiencies identified through the Construction Completion inspection or when the Contractor is completing repairs of pavement segregation only.

For the purposes of assessing Site Occupancy charges only, the construction of milled rumble strips and reclamation or restoration of borrow areas, gravel sources or haul roads will not need to be completed in considering whether or not the project is ready for the Construction Completion inspection.

1.2.21.10 Statements, Extensions and General

The Consultant will, on a weekly basis, prepare a statement for the Contractor showing the number of Calendar Days for Site Occupancy worked on the Contract during that week. In the event that the Contractor disagrees with the number of Calendar Days for Site Occupancy shown on the statement, he shall within one week of the date of such statement, notify the Consultant in writing of reasons for the disagreement, otherwise the number of Calendar Days for Site Occupancy shown on the statement shall be considered final.

An increase in the number of Calendar Days for Site Occupancy to complete the Work will be considered for an increase in quantities, late delivery of Department supplied materials, design changes to the project, or any other reason which in the opinion of the Consultant is outside the control of the Contractor, or could not have been reasonably foreseen by the Contractor.

If the Contractor believes there is an entitlement to an extension of the number of Calendar Days for Site Occupancy required to complete the Work, he shall, prior to the completion of the Work, submit a written request to the Consultant setting out the reasons for the request, justifying the number of additional days required.

1.2.21.11 Payment

Payment for "Site Occupancy" will be made as follows:

If the Contractor completes the Work in the exact number of days entered in the "Site Occupancy" bid item, no payment will be made.

If the Contractor completes the work in fewer Calendar Days for Site Occupancy than the number entered in the "Site Occupancy" bid item, a payment equal to the unit price per day as

shown, multiplied by the difference between the estimated and actual number of Calendar Days for Site Occupancy will be made.

If the Contractor completes the Work in more than the number of Calendar Days for Site Occupancy entered in the "Site Occupancy" bid item, an assessment equal to the unit price per day as shown, multiplied by the difference between the estimated and actual number of Calendar Days for Site Occupancy will be made and charged to the Contractor. This assessment will be deducted from any monies due the Contractor.

Those provisions for Duration of Work in no way negates or mitigates the conditions of Sections 1.2.19, Adjustment of Specified Contract Completion Date, 1.2.20, Failure to Complete on Time or Section 1.2.14, Commencement And Scheduling of Work.

1.2.22 DEFAULT

1.2.22.1 **Causes And Notice**

A Contractor who:

- (i) fails to begin the Work under the Contract within the time specified;
- (ii) fails to prosecute the Work with sufficient workers and equipment, or with sufficient Material to ensure the prompt completion of the Work;
- (iii) in the opinion of the Department performs the Work unsuitably;
- (iv) neglects or refuses to remove Material, or to perform anew Work rejected as defective and unsuitable;
- (v) discontinues the prosecution of the Work;
- (vi) fails or refuses to place additional equipment on the Work in order to complete the work within the specified time and when so ordered by the Department;
- (vii) fails to promptly pay his creditors for labour, services, equipment, supplies and materials used or reasonably required for use in the Work; or
- (viii) fails to promptly repair any defect or failure discovered in the Work within the warranty period;

shall be deemed to be in default of the Contract.

A Contractor who is deemed to be in default of the Contract will be given notice in writing by the Department declaring and specifying the default and the Contractor shall upon receipt of the notice diligently proceed to remedy or rectify the default.

1.2.22.2 **Failure To Remedy**

If the Contractor fails to proceed diligently to remedy or rectify the default within 6 calendar days of receipt of the notice from the Department, the Department may, without violating the Contract, take the prosecution of the Work out of the hands of the Contractor and may:

- (i) appropriate or use any Material at the site of the Work to complete the Work;
- (ii) enter into an agreement with some other person for the completion of the Work;

- (iii) compel the Surety to complete the Work; or
- (iv) use such other methods as in the Department's opinion may be required for the completion of the Work.

1.2.22.3 **Costs and Claims**

All costs incurred by the Department as a result of the default, including the cost of completing the Work and repairing any defect or failure, will be deducted from any money due or which may become due to the Contractor. If the costs incurred by the Department exceed the sum which would have been payable under the Contract, then the Contractor, and Surety if any, shall be liable and shall pay to the Department the amount of the excess up to the specified amount of the security.

The Contractor shall not have any claim for compensation or damages against the Department for any stoppage or delay caused by or resulting from the prosecution of the Work having been taken out of the hands of the Contractor.

1.2.23 ANNULMENT WITHOUT FAULT OF CONTRACTOR

The Minister shall have the right at any time to annul the Contract upon giving at least 15 calendar days notice, in writing, to the Contractor, in which event the Contractor shall cease Work and shall be entitled to payment under the terms and conditions of the Contract for the Work done by him up to the time of such annulment.

The Department will reimburse the Contractor for those costs verified by the Department, which are directly chargeable to that portion of the Contract not performed by reason of annulment, and which the Department deems as justifiable.

1.2.24 SUPPLEMENTAL WORK

Supplemental Work shall include work which is outside the scope or intent of the Contract.

Supplemental Work may be identified by the Department at its discretion. In the event the Department wishes the Contractor to undertake Supplemental Work, terms and conditions covering the completion of Supplemental Work will be mutually agreeable to the Department and the Contractor and will be incorporated into the Contract by way of a separate agreement. Payment for Supplemental Work will be made in accordance with the applicable provisions for Extra Work as detailed in Section 1.2.25.

If terms and conditions suitable to both the Department and the Contractor cannot be negotiated, the Department reserves the right to contract with others for the completion of the Supplemental Work.

1.2.25 EXTRA WORK

1.2.25.1 **General**

Extra Work shall include work not specified in the Contract or of a class not included in the Contract but is required to achieve the intent or scope of the Contract.

Extra Work ordered by the Consultant in writing shall be done by the Contractor. Extra Work will not be paid for unless the Contractor receives a written order for it from the Consultant. Authorized Extra Work will be paid for by the Department at the unit prices in the Contract. If, in the opinion of the Consultant, there is no applicable Contract unit price, then all labour,

equipment and material must be approved by the Consultant prior to any Extra Work being done, and it will be paid for as detailed in the remainder of Section 1.2.25 or at the new unit prices agreed to by both the Department and the Contractor.

1.2.25.2 Labour

For all labour directly involved in the Extra Work operation, the Contractor will be paid the actual cost of labour including the wages at the scale being paid on the Contract Work, and including payments made to, or on behalf of the workers, for holiday pay, Workers' Compensation Board assessment, insurance and pension payments, plus 20 % of the total of the extra work labour account.

1.2.25.3 Equipment

For each piece of equipment used directly in the extra work operation, including trucks but excluding small tools, the Contractor shall receive payment:

- (i) at the rates shown in the Equipment Rental Rates Guide and Membership Roster as issued by the Alberta Roadbuilders and Heavy Construction Association; or
- (ii) for third party equipment rental accounts, at the rates invoiced by the third party, provided these rates were approved by the Consultant prior to the commencement of the Extra Work; or
- (iii) at the agreed price or prices as stated in the Consultant's extra work order.

1.2.25.4 Equipment Rental Rates Guide and Membership Roster

The Equipment Rental Rates Guide and Membership Roster is the latest version in effect at the time of tendering identified as "Equipment Rental Rates Guide and Membership Roster an Alberta Roadbuilders and Heavy Construction Association Publication."

If the Alberta Roadbuilders and Heavy Construction Association (ARHCA) revises its "Equipment Rental Rates Guide" before work on the Contract is completed, the schedule containing the higher rates for a particular piece of equipment will apply.

1.2.25.5 Purchased Material

For all Material purchased by the Contractor, solely to perform or incorporate into the Extra Work, as required by the Consultant, the Contractor will receive payment:

- (i) at the agreed price as stated in the Consultant's extra work order to which no allowance will be added; or
- (ii) if there is no agreed price, at the amount shown on the supplier's invoices to which will be added 15%.

1.2.25.6 Supervision

For supervision required directly on the extra work operation, the Contractor will be paid the actual cost of superintendent's or foreman's wages at the scale being paid on the Contract Work, including statutory payments made to them or on their behalf for holiday pay, Workers' Compensation Board, insurance and pension payments, plus 20 % of the total of the supervision account.

If the supervisory personnel is also engaged on work other than the extra work, only that portion attributable to the extra work will be paid for by the Department.

1.2.25.7 **Transportation of Workers and Equipment**

The vehicles used in the transportation of the workers and small tools required exclusively for the extra work shall be considered as equipment and will be paid for on the basis as provided in Section 1.2.25.3 for the period for which the vehicles are required.

The transportation of heavy construction equipment hauled or otherwise moved to the project exclusively for the Extra Work, or when necessary from separated points on the job to the site of the Extra Work, will be paid for at the applicable rates in accordance with Section 1.2.25.3, provided that the means of transporting the equipment has been previously authorized by the Consultant.

1.2.25.8 **Payment for Extra Work**

The compensation provided in this section shall be payment in full for all charges including any and all indirect costs, overhead and profit, and for the use of small tools for which no rental is allowed.

The Contractor shall present his claim for payment for Extra Work before the fifteenth day of the month following that in which such Extra Work was performed, supported by proper vouchers giving details as to dates, quantities, rates, third party invoices and such other supporting documentation as the Consultant requires.

1.2.26 PAYMENT AND HOLDBACK

1.2.26.1 **Payment**

The total payment made to the Contractor in accordance with the Contract shall constitute full compensation for the Work completed and in place, including the furnishing of all Material, tools, machinery, equipment, labour and work incidental thereto as well as any and all expenses incurred by reason of any cause whatever, except as otherwise provided herein.

The Department will make monthly progress payments to the Contractor for the Work completed based on estimates prepared by the Consultant.

1.2.26.2 **Holdback**

The Department will retain holdback in the amount of 10% of the value of each progress estimate.

1.2.26.3 **Alternatives To Holdback**

1.2.26.3.1 Requirements

As an alternative to retaining holdback in the amounts indicated in Section 1.2.26.2, the Department will accept an Irrevocable Letter of Credit or a Release of Holdback Bond, subject to the following requirements:

- (i) The substitution of the Irrevocable Letter of Credit or Release of Holdback Bond for holdback shall be subject to the approval of the Department.

- (ii) The Irrevocable Letter of Credit shall be provided by a Domestic Chartered Bank as listed in the Bank Act, "Schedule A, Domestic Chartered Banks", "Schedule B, Foreign Chartered Banks", or the Alberta Treasury Branch.
- (iii) The amount of the Irrevocable Letter of Credit or Release of Holdback Bond shall be 10 % of the Contract total tender amount and shall stay in force for 6 months after the specified Contract completion date.
- (iv) The Surety's written approval of the Contractor's request for use of the Irrevocable Letter of Credit shall be submitted with the request.
- (v) The Irrevocable Letter of Credit or Release of Holdback Bond shall be worded the same as the Sample in the Contract.
- (vi) Should the time to complete the Contract extend beyond the specified Contract completion date, the Contractor may be required to provide the Department with an Irrevocable Letter of Credit or Release of Holdback Bond with a revised expiry date. Where the Contractor is required to provide for this extension in time, the Contractor shall, within 14 days of being notified of the requirement, provide to the Department the Irrevocable Letter of Credit or Release of Holdback Bond with the revised expiry date.
- (vii) Sections 1.2.26.4, 1.2.26.5 and 1.2.26.6 will also apply to an Irrevocable Letter of Credit or Release of Holdback Bond used in lieu of holdback.

1.2.26.3.2 Drawing Funds

The Department will draw funds on the Irrevocable Letter of Credit or Release of Holdback Bond to cover the following:

- (i) To re-establish Contract holdback in the event that the Contractor fails to provide a required revised Irrevocable Letter of Credit or Release of Holdback Bond with an extended expiry date.
- (ii) To re-establish Contract holdback in the event that the Department requires funds to resolve deficiencies in any item noted in Section 1.2.26.6.

The cumulative amount of funds drawn by the Department will not exceed the specified amount of holdback that the Department would otherwise have retained up to that time.

The Department will notify the Contractor not less than 14 days before drawing funds on the Irrevocable Letter of Credit or Release of Holdback Bond.

1.2.26.4 **Increase in Holdback**

The Department may increase the amount of holdback retained by the total amount of any outstanding third party claims, deficiencies in the work or unpaid back charges.

1.2.26.5 **Reduction in Holdback**

At the request of the Contractor when accompanied with the Surety's written approval, the Department may at its discretion reduce the amount of holdback where, for acceptable reasons, remaining work cannot immediately be completed or corrected, and all applicable items in Section 1.2.26.6 Release of Holdback have been met. The amount of the reduction and the

revised expiry date of any Irrevocable Letter of Credit or Release of Holdback Bond shall be at the discretion of the Department.

1.2.26.6 Release of Holdback

After a minimum of 45 days has expired from the date of Construction Completion, the Department will release the full amount of the holdback to the Contractor provided that all of the following have occurred:

- (i) All Work has been completed and accepted by the Department and the Contractor has complied with all the terms of the Contract excluding his obligations under Section 1.2.54, Contractor's Warranty and Final Acceptance.
- (ii) There are no outstanding third party claims filed with the Department.
- (iii) The final payments have been calculated by the Consultant and accepted by the Department and there is no recovery required from the Contractor on any account, including overpayment, liquidated damage, or penalty.
- (iv) The Department has received the Workers' Compensation Board clearance, and a Statutory Declaration satisfactory to the Department indicating "No Exceptions."
- (v) The Contractor has provided the Department with written confirmation that the Contractor is in full compliance with all environmental approvals, permits, licences and/or written authorizations for the project.

If the Contractor fails to meet his obligations with respect to any of these items, the Department may use holdback funds to rectify the deficiency, in accordance with the terms of the Contract and the Public Works Act.

1.2.27 AUTHORITY OF THE DEPARTMENT

The Department will be the ultimate judge of the Work and Material and its decision on all issues regarding quality and quantity, or as to the meaning or intention of the Contract shall be final. Full compensation will not be made for any Work performed, nor Material or thing provided, until the Department has accepted such Work or Material. Submission of written progress or final estimates by the Consultant shall be considered acceptance for payment purposes only.

1.2.28 AUTHORITY OF THE CONSULTANT

The Consultant will provide administration of the Contract as described in the Contract Documents.

The Consultant will be both the initial interpreter of the requirements of the Contract Documents and the initial judge of the acceptability of the Work. Claims and other matters in question relating to the performance of the Work or the interpretation of the Contract Documents shall be referred initially to the Consultant in writing for decision which he will give in writing within a reasonable time. Notwithstanding that the Consultant is not a party to this Contract, the Contractor agrees that there shall be no duty on the Consultant to observe or discover defects or deficiencies in the Work but only to rule on such matters concerning the performance of the Work as may be brought to his notice or as he may observe. Should the Contractor hold decisions of the Consultant to be at variance with the Contract Documents, or to involve changes in Work already built, fixed, ordered or in hand in excess of the Contract, or to be given

in error, he shall notify the Consultant before proceeding to carry them out. In the event of the Consultant and the Contractor failing to agree as to such excess or error and the Consultant deciding such disputed Work should be carried out, the Contractor shall act according to such decision and pursue the matter further through the process detailed in Section 1.2.55, Claims and Dispute Resolution.

The Consultant will review and accept written warranties and related documents required by the Contract and provided by the Contractor.

Nothing contained in the Contract Documents shall create any contractual relationship between the Consultant and the Contractor, his subcontractors, any manufacturer, fabricator, supplier or distributor, or other agents, employees or other persons performing any of the Work.

Any reference to the Consultant in any provisions in the Contract Documents, excluding or limiting the Consultant's duty, responsibility, or liability, shall be deemed to include every director, officer, agent, and employee of the Consultant, and any persons shall be entitled to the benefit of all such exclusions or limitations of liability.

1.2.28.1 **Orders Of The Consultant**

The Consultant will be the Department's representative during construction and until the Contractor has been provided with a Construction Completion Certificate indicating the Department's acceptance of the Work and the commencement of the Warranty period. The Consultant will have authority to act on behalf of the Department to the extent provided in the Contract Documents.

All orders and instructions given at any time by the Consultant with respect to the Work, or the conduct thereof, shall be promptly and efficiently performed and complied with by the Contractor to the satisfaction of the Consultant.

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe requirement, direction, review or judgement of the Consultant as to the Work, it is intended that such requirement, direction, review or judgement will be solely to evaluate the Work for general compliance with the design concept for the Project (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall never indicate that the Consultant has authority or responsibility to supervise or manage performance of the Work or authority to undertake responsibility contrary to the provisions of this Contract.

1.2.28.2 **Construction Methods and Equipment**

The Consultant will not be responsible for construction means, methods, techniques, sequences or procedures, or for superintending the Contractor's Work or for the Contractor's failure to perform the Work in accordance with the Contract Documents or the Contractor's compliance with good construction practice or for the acts or omissions of the Contractor, his subcontractors, any manufacturer, fabricator, supplier or distributor, or their agents, employees or other persons performing any of the Work. All of these matters will be the responsibility of the Contractor. However, the Consultant has a duty to take appropriate action to bring the Contractor into compliance with the Contract.

1.2.28.3 Defective Work

The Consultant will have authority to reject work which in his opinion does not conform to the requirements of the Contract Documents. Whenever he considers it necessary or advisable, he will have authority to require special inspection or testing of work whether or not such work then be fabricated, installed or completed. However, neither the Consultant's authority to act nor any decision made by him either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Consultant to the Contractor, his subcontractors, any manufacturer, fabricator, supplier or distributor, or their agents, employees or other persons performing any of the Work.

When any defective work, whether the result of poor workmanship, damage through the Contractor's carelessness or use of defective material supplied by the Contractor, is found to exist prior to the date of Construction Completion, the Contractor at his expense, shall promptly remove, replace or otherwise remedy the defective work, to conform to the Specifications in a manner acceptable to the Consultant.

Should the Contractor fail to comply promptly with any order given by the Consultant under this Section, the Department may cause the defective work or material to be remedied, removed or replaced, and deduct the costs incurred from any money due or to become due to the Contractor.

1.2.28.4 Unauthorized Work

Any work done or material supplied by the Contractor which is beyond the lines, grades, or descriptions shown on the Plans and Specifications or established by the Consultant, or without required notification, will be considered as unauthorized and may not be paid for.

Upon order of the Consultant, unauthorized work or material shall be remedied, removed or replaced by the Contractor at his expense, in a manner acceptable to the Consultant.

Should the Contractor fail to comply promptly with any order made under this Section, the Department may cause unauthorized work or material to be remedied, removed or replaced, and deduct the costs incurred from any money due or to become due to the Contractor.

1.2.29 AUTHORITY OF THE CONSULTANT'S REPRESENTATIVE

The Consultant's Representative is authorized to inspect all Work done and Material furnished. Such inspection may extend to any part of the Work, and to the preparation, fabrication or manufacture of the Material to be used.

The Consultant's Representative is placed on the Work to keep the Consultant and Department informed as to the progress of the Work and as to the manner in which it is being performed. He has the authority to reject defective Material and Work and to prohibit any work method or procedure which will result in a finished product which will fail to meet the standards required by the Specifications or Plans.

The Consultant's Representative is not authorized to alter or waive provisions of, nor to issue instructions contrary to, the Specifications or Plans. He is not authorized to give final acceptance of any portion of the Work.

The Consultant's Representative will not act as foreman or superintendent for the Contractor.

The Consultant's Representative will exercise such additional authority as may from time to time be delegated to him by the Consultant.

1.2.30 PRESERVATION OF TRAFFIC MARKINGS

On projects that have existing paint and traffic markings, the chainage of the end points of no passing zones shall be recorded in a field book. The Contractor shall provide this information to the Consultant prior to commencing paving operations and the field book will become the property of the Department after completion of the Work.

1.2.31 STAKES, MARKS AND ENGINEERING TESTS

When the Consultant provides to the Contractor summaries of engineering test results taken on or about the Work by the Consultant, the Contractor must satisfy himself as to the meaning and correctness of the engineering test results.

The Contractor shall not take advantage of any apparent error or omission in the Plans, Specifications, stakes, marks, engineering tests, or other measurements done or provided by the Consultant, but shall immediately bring such apparent error or omission to the attention of the Consultant. The Consultant will make corrections and interpretations as may be necessary for the fulfillment of the intent of the Plans and Specifications.

The Department will consider claims for payment of the Contractor's documented extra costs which have resulted from incorrect stakes, marks or engineering tests performed by the Consultant, which neither the Contractor nor the Consultant has recognized in time to prevent the occurrence of such extra costs or which have been drawn to the attention of the Consultant by the Contractor but have not been corrected in a reasonably prompt time. Such claims must be made in accordance with Section 1.2.55, Claims and Dispute Resolution.

1.2.32 CONTRACTOR'S PROJECT SUPERVISOR

The Contractor shall maintain a competent project supervisor on the Work who shall be present on the site of the Work during its progress. The project supervisor shall be considered the lawful representative of the Contractor, shall be fully authorized to act for him for all aspects of the Work, including the work of all subcontractors/owner operators, and shall receive such communications as may be given by the Consultant.

1.2.33 COMMUNICATIONS

While communication of any notice, order, direction, consent, offer, or other communication may be given in any reasonable manner, it is agreed that important communications between the Contractor and the Department or Consultant, shall be in writing.

Any important communication required or permitted to be given by the Department or Consultant to the Contractor may be personally delivered to the Contractor or his Project Supervisor, or delivered or mailed to the office of either, and shall be deemed to have been received on the day it was delivered or on the fifth calendar day after it was mailed.

Any important communication required or permitted to be given by the Contractor to the Department or Consultant may be personally delivered, or delivered or mailed to its respective office, and shall be deemed to have been received on the day it was delivered or on the fifth calendar day after it was mailed.

Written communications may also be given by FAX transmission and will be deemed to have been received if a FAX transmittal confirmation report can be produced showing receipt at the proper location.

Communications will be sufficient which express, in general language and without detail, the matters communicated, and no objection shall be taken to the form thereof.

1.2.34 WAGES AND HOURS OF WORK

All persons who perform work or labour in the construction of the Work shall be paid wages as are generally accepted as current for comparable workers in the district in which the Work is performed. No workers shall be required to work for more than the number of hours authorized by law in any day, week or month, except for the protection of life or property, or other such emergency. If any dispute arises as to what is a generally accepted rate of wages, or the number of hours of work, the matter will be determined by the Department, whose decision shall be final.

1.2.35 PAYMENT FOR LABOUR AND MATERIAL

The Contractor shall promptly pay, or ensure that prompt payment is made, for all labour, services, equipment, supplies and Material used for, on or about the Work, including any sum due from the Contractor, any subcontractor or any person, for the labour or services of any subcontractor, foreman, worker or other person, or for the use of plants, machinery or camp supplies. In the event of failure by the Contractor at any time to do so, or if the Department has reason to believe that such payments will not be promptly made, the Department may retain out of any money due on any account to the Contractor from the Department such amount as the Department may deem sufficient to satisfy the same, giving him notice of such claims, requesting him to settle them directly and withholding the balance until the claims are satisfied. The Department may pay directly to any claimant such amount as the Department determines is owing, rendering to the Contractor the balance due after deducting the payments so made.

When the liabilities of the Contractor under the Contract exceed the money owed to him on any account by the Department, the Contractor or the Surety shall pay all such claims as are certified by the Department to be correct.

1.2.36 NOTICE OF CLAIMS INFORMATION

The Public Works Act (Alberta) applies to this project. The Builders Lien Act (Alberta) does not apply. For the purposes of interpreting the "Notice of Claim" provisions under Section 14 of the Public Works Act, the claim shall be deemed to be a claim under section 14(2) in which the notice of claim shall be sent by registered mail not sooner than 30 days nor later than 90 days after the last day on which the labour, equipment, material or services were provided.

The Contractor shall post, at his project field office or other conspicuous location accessible to employees, subcontractors, truckers, material suppliers, et cetera, copies of the following:

- Standard Claim Form
- Bond Notice
- Section 14 of the Public Works Act regarding Notice of Claim
- The notice entitled "Notice to Claimants"

which shall be protected in a legible condition for the duration of the project. Copies of these documents will be provided to the successful Bidder prior to execution of the Contract.

1.2.37 RECORDS OPEN FOR INSPECTION

The Contractor's payrolls, time records, invoices, statements, and any other financial documents, data or records which may in the Department's opinion have any relation to the Contract shall be at all times open for inspection and copying by the Department. The Contractor shall assist the Department in every possible way in this inspection.

1.2.38 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

Any information collected or generated by the Contractor in the course of the performance of the Contract is the sole property of the Department and it is subject to the Freedom of Information and Protection of Privacy Act as well as all other legislation and regulations governing the management of information and records.

1.2.39 LABOUR ACCOMMODATION

Where accommodations are supplied by the Contractor for workers engaged in the Work under the Contract, they shall be reasonably satisfactory, and where necessary, the Contractor shall make provisions for proper housing, feeding, sanitary facilities and medical attention.

1.2.40 TRUCK WEIGH SCALES

When payment by weight is specified, the Contractor shall provide silo scales or platform scales and a scale house.

The use of a particular silo scale shall be subject to the approval of the Consultant. Platform scales shall be of sufficient length and capacity to accommodate in a single loading any truck, including pups or trailers that is used. The scale house shall be weatherproof, heated and large enough to provide reasonable working accommodations for the scaleperson and required furnishings.

All weigh scales must be certified by Measurement Canada of the Federal Department of Consumer and Corporate Affairs. The most recent certificate for a scale shall be displayed at all times. In the event a certified scale is modified in any way, it must be re-certified prior to being used.

Prior to use on this Contract and in each instance that a certified weigh scale is moved and set up, the Contractor shall test the weigh scale using the procedures established by Measurement Canada. This test shall be performed to ensure that the weigh scale conforms with the current standards required by Measurement Canada of the Federal Department of Consumer and Corporate Affairs. The Consultant must be in attendance during the entire testing process.

The Consultant may, when he deems it necessary, verify the accuracy of the weigh scale at any time and the Contractor shall provide all equipment, facilities and operating staff required to verify the weigh scale and shall cooperate fully in the verification process.

Verifying weigh scales by comparing the weight of a loaded vehicle over a grain elevator scale will not be accepted.

The Consultant will provide a scaleperson at the Contractor's weigh scales for the purpose of weighing materials. The weight so determined shall be the basis for payment.

The Consultant will not operate controls for loading material into trucks. This shall be done by the Contractor.

All costs associated with providing and installing the truck weigh scales and scale house and the testing or certification of the weigh scales, shall be the responsibility of the Contractor and no separate payment will be made.

1.2.41 HIRED TRUCKS

The Contractor shall ensure that all privately owned trucks hired for the haul of granular and earth materials shall have Alberta Class 1 registration in accordance with the Traffic Safety Act.

Each truck used for hauling shall be equipped with a CB radio with which they shall communicate hauling information with the Consultant's checker during unloading operations. Additionally, the Contractor shall supply compatible, portable CB radios to the gravel checkers for the duration of the haul. The Contractor shall ensure that all radio sets are maintained in proper working order and that power packs or batteries for portable sets are supplied as needed.

1.2.42 DUE CARE, CLAIM SETTLEMENT AND HOLD HARMLESS

The Contractor shall hold harmless the Minister, his employees and agents from any and all claims, demands, actions and costs whatsoever, that may arise directly or indirectly out of any act or omission of the Contractor, his employees, agents or sub-contractors, in the performance of the Work.

The Minister shall hold harmless the Contractor, his employees and agents from any and all claims, demands, actions and costs whatsoever, that may arise directly or indirectly out of any act or omission of the Minister, his employees or agents in the performance of the Work.

Such hold harmless shall survive the Contract.

The Contractor shall ensure that his forces and those of all subcontractors use due care to ensure that no person is injured and no person's property damaged in the prosecution of the Work. Without restricting the generality of the foregoing, the Contractor shall, at his own expense, make such provisions as may be necessary to avoid any such injury or damage.

All claims for injury, loss or damage arising in connection with the Work will be referred to the Contractor who shall deal with each claim in a fair and reasonable manner. The Contractor shall respond to each claimant in writing, setting out the Contractor's position with respect to the claim.

It is the Departments intent that all claimants fully understand the claims resolution process. To assist the claimant in this regard, the Department has available an information pamphlet outlining the process. When contacted by a claimant, the department will provide a copy of the pamphlet to the claimant and then refer the claim to the Contractor. In situations where the Contractor is contacted by a claimant directly, the Contractor shall immediately advise the claimant that a pamphlet outlining the claims resolution process is available from the local Alberta Transportation Office. The Contractor shall then deal with the claim as described above.

If the Contractor settles the claim, he shall provide the Department with written proof that the matter has been resolved. If the Contractor is unable to settle the claim or considers the claim to be invalid, he shall provide the Department with written reasons for rejecting the claim.

The Department will refer unresolved damage claims of less than \$1,500.00 to an independent adjuster, who will decide on the validity and value of the claim. The adjuster will be appointed by the Department.

If the adjuster decides that the claim is unfounded, the Department will bear the cost of the assessment. In all other cases, the Contractor shall pay the adjuster's fee and the claim and provide the Department with written proof that he has done so.

The Department may retain from money due the Contractor the amount of each claim pending its resolution, including payment to the claimant and the adjuster, where applicable.

1.2.43 PRECAUTIONS AS TO FIRE

The Contractor shall at his own expense take special precautions to prevent and extinguish uncontrolled fire occurring on or about the Work.

1.2.44 OCCUPATIONAL HEALTH AND SAFETY ACT

The Department assigns prime contractor responsibilities, as specified in the Occupational Health and Safety Act, to all parties with which it enters into contracts and agreements. On highway and bridge construction projects this would typically include the Contractor, the Consultant, other contractors, and various Utility Companies.

During the course of the project, the work sites of the Contractor, Consultant, other contractors, and Utility Companies may be separated by time and/or space or, may be in the same general vicinity or may be adjacent, depending on the circumstances on the project at any given point in time. It is a requirement of all Department contracts and agreements that the Contractor, Consultant, other contractors and Utility Companies working within the project limits, coordinate their respective activities, as outlined herein, to ensure a safe project. However, it is not the Department's intent that any of these parties be responsible to ensure that the other parties, or the other parties' subcontractors, have adequate health and safety process for their respective activities.

1.2.44.1 **Prime Contractor**

1.2.44.1.1 Designation of Prime Contractor

The Contractor shall familiarize himself, his staff and his subcontractors with the terms of the Occupational Health and Safety Act and Regulations thereunder to ensure complete understanding respecting the responsibilities given and compliance required. The Contractor acknowledges that he is and assumes all of the responsibilities and duties of, the Prime Contractor as defined by the Occupational Health and Safety Act, and that he shall, as a condition of the Contract, comply with the Occupational Health and Safety Act and the regulations thereunder.

1.2.44.1.2 Coordinating Activities

The Contractor shall coordinate his activities on the project with those of the Consultant, other contractors and the Utility Companies. When the Consultant and/or other contractors and Utility Companies are conducting activities within the project limits the Contractor shall liaise with the Consultant and/or Utility Company as the case may be, and jointly develop a health and safety system or process for the affected worksites. The health and safety system or process agreed to by the parties must be in writing. Any changes required to the health and safety system must be agreed to by all affected parties and must also be in writing. Documenting the

written health and safety system or process, including any required changes shall be the responsibility of the Contractor.

For the purposes of coordinating activities, the contact persons for the Contractor, Consultant, other contractors and Utility Companies will be identified at the project preconstruction meeting. The responsibility to initiate "contact" for coordinating activities shall reside with the party entering a project or site on which work has commenced. This responsibility to initiate contact shall apply regardless of whether or not the worksites are separated by time and/or space, are in the same general vicinity or are adjacent.

1.2.44.1.3 Resolving Disputes Related to Coordination of Activities

If the parties cannot agree on a process or system that addresses the safety concerns of all parties, work at the affected worksites shall cease and this matter shall be referred to the Consultant. However, if the Consultant is one of the parties involved in the dispute, the matter shall be referred to the Department. The Consultant or Department as applicable, after review, will decide which party shall be responsible for resolving the disputed safety issue. Such decision shall be final and binding upon all parties.

1.2.44.1.4 Responsibility for Subcontractors/Owner operators

The Prime Contractor shall, to the extent required by the Occupational Health and Safety Act, establish and maintain a Health and Safety system or process to ensure compliance to the Act by his subcontractors/owner operators.

1.2.44.2 **Worksite Hazards**

The Contractor has the responsibility to identify worksite hazards and shall develop operational occupational safety policies, procedures and plans which are specific to the Work to ensure the safety of every person at the construction site and the public traveling through the site. When requested by the Consultant, the Contractor shall provide copies of these safety policies, procedures and plans prior to the commencement of the Work, along with verification that they have been submitted to Alberta Human Resources and Employment, Workplace Health and Safety.

If Alberta Human Resources and Employment, Workplace Health and Safety conducts a worksite inspection which results in "orders" being issued to the Contractor, the Contractor shall immediately supply copies of these orders to the Consultant.

The Consultant may suspend work in accordance with Section 1.2.17.1 in cases of recognized imminent danger or when the Contractor fails to comply with safety orders issued or fails to rectify previously identified worksite hazards. The Consultant's interpretation of a worksite hazard will be considered as final in all cases.

1.2.44.3 **Accident Investigations**

In the event of an injury or accident as defined by Workplace Health and Safety regulations, involving employees of the Contractor or his subcontractors, the Contractor shall conduct an accident investigation in accordance with Section 13 of the Occupational Health and Safety Act. In addition, the Contractor shall supply a copy of this investigation report to the Department and the Consultant within 72 hours of the occurrence.

1.2.44.4 Safety Meetings

While the Work is in progress, the Contractor's project supervisor shall conduct safety meetings prior to the commencement of Work on each major work phase or monthly whichever occurs first. The Consultant or his designate shall be invited to attend.

1.2.44.5 Scaffolding, Falsework and Temporary Protective Structures

All scaffolding, falsework and temporary protective structures shall be designed for the loads they are required to carry. They shall be engineered and designed for safety in all respects, and shall meet the requirements of the Occupational Health and Safety Act. Drawings shall be stamped by a Professional Engineer, registered or eligible for registration in Alberta. The Contractor's site superintendent (Project Supervisor) shall verify all components are as shown on the drawings before use. A copy of these drawings must be retained on site at all times the system is in use.

1.2.44.6 Subcontractors/Owner Operators

The Contractor shall, to his satisfaction, ensure that any subcontractors/owner operators are able to comply with all health and safety requirements before commencing work.

1.2.45 CLEAN PREMISES

During the course of the Work the Contractor shall keep the premises in a neat and tidy condition satisfactory to the Consultant. The Contractor shall upon the completion of the Work, remove all temporary structures and clear away all rubbish and surplus and waste Material remaining on or about the Work and leave the premises in a neat and tidy condition satisfactory to the Consultant. If these requirements are not met, the Consultant may give written notice to the Contractor requiring him to remedy the situation. If the Contractor fails to remedy the situation within 14 days of receipt of the notice, the Department may cause the situation to be remedied and may deduct the cost thereof from any money owing to the Contractor.

The Contractor shall be responsible for the disposal of all debris, unneeded or unsuitable materials and components from the demolition, modification or repair of existing bridge structures. Disposal shall be done in a manner suitable to the Consultant. Written approval from the owner of the disposal site shall be submitted, and evidence of his acceptance of the disposal site cleanup will be required.

1.2.46 DAMAGE TO WORK

The Work shall be at the risk of the Contractor and he shall bear all loss or damage arising from any cause, excepting acts of the Queen's enemies, which may occur to the Work prior to the date of Construction Completion. If any such loss or damage occurs before the construction completion inspection, the Contractor shall at his own expense immediately repair, restore and re-execute the lost or damaged Work so that the Work, or the portions thereof, shall be completed within the specified time.

1.2.47 CONTRACTOR'S ACCESS TO THE SITE

Access to the site of the Work and hauling materials and equipment to the site shall be the Contractor's responsibility. The Contractor shall ensure that adequate access for all activities is provided and maintained until Contract completion. He shall identify the haul roads he proposes to use, and obtain the necessary approvals in writing from the road authority. Haul of equipment and materials to the job site shall be in accordance with Specification 4.5, Hauling.

The Contractor is also advised that the approach fills for major bridges are normally constructed to a subgrade elevation lower than the "Finished Roadway" elevation indicated on the Drawings. It is the Contractor's responsibility to construct ramps or other facilities, if vehicular access to the bridge deck is required for his operation.

No claims for extra costs or time extensions will be considered on account of access conditions, or imposed road bans or load restrictions.

1.2.48 DEMURRAGE AND DAMAGES

The Contractor shall be responsible for the prompt loading, unloading and delivery of all Materials for the Work and shall be responsible for any demurrage and storage charges. In the event of demurrage or damage charges being paid by the Department, that amount shall be deducted from money owing to the Contractor.

1.2.49 SAFEGUARDING UTILITY INSTALLATIONS

1.2.49.1 **Contractor's Responsibility**

The Contractor shall assume full responsibility for safeguarding all existing and relocated utility installations during the progress of the Work.

"Utility installations" shall mean:

Utilities and facilities which are located on, in or near the right-of-way and which may be affected by the construction, and shall include but not be limited to pipelines, drainage works, irrigation works, water works, sewage works, power facilities, telephone facilities, cable facilities and related appurtenances.

While the Department and Consultant makes every effort to collect and present complete details concerning utility installations, no responsibility will be assumed by the Department or Consultant for the correctness and completeness of its information, and the Contractor shall have no claim on that account.

1.2.49.2 **Liaison and Location**

The Contractor shall be responsible to ensure that all utility installations are located and clearly marked on the ground before commencing his construction operations. The Department or Consultant may provide information respecting the existence of known utility installations, such as power, telephone, pipeline, coaxial or fibre-optic cables or other utilities. However, the Contractor shall be responsible for contacting all affected utility owners or operators to determine the existence and location of all utility installations, maintaining liaison with the utility owners or operators concerning the adjustment of all utilities and coordinating his operations in compliance with Section 1.2.18, "Hindrances and Delays".

The Contractor is advised that the marking of Department-Owned underground utilities is not available through the Alberta One call system. The Contractor shall arrange to locate the buried utilities where the potential for conflict exists with the project limits.

Payment for the location of Department-Owned underground utilities will be made on an Extra Work basis, in accordance with Specification 1.2.25.

1.2.49.3 Precautionary Measures

The Contractor shall take all precautionary measures as may be necessary when working over or adjacent to utility installations whether above or below ground and shall control his equipment and method of construction to prevent damage to any utility and its appurtenances.

Under no circumstances shall the Contractor carry out any construction operations over or adjacent to any utility until the required adjustments and protection as required for the proposed construction have been completed. Additionally, he shall provide at least 48 hours notice to the utility owner or operator in advance of commencing his construction operations in that area. After completion of the utility work by the utility owner or operator, the Contractor shall continue to work in close liaison with the utility owner or operator and, if the utility owner or operator so requires, ensure that a representative of the affected utility owner or operator is present at all times during active equipment operations at that location.

The Contractor shall ensure that no equipment crosses or operates over or under any utility installation at locations other than where required protection has specifically been provided, and he shall work in close cooperation with the utility owner or operator in the execution of the Work. When construction is involved in the vicinity of any unprotected utility installation, the Contractor shall exercise extreme caution to ensure that the utility installation is not damaged by the construction equipment or applied loads. When haul road or equipment crossings are required at locations other than where the Department has specifically arranged for the crossing, it shall be the Contractor's responsibility to determine, provide and install any protective works necessary and to observe any other precautions which are required.

1.2.49.4 Work In The Vicinity Of Utilities

The Contractor shall perform work in the vicinity of utility facilities in accordance with the following requirements. Any known additional specific requirements for work in the vicinity of utilities and coordination with the owners and/or operators will be listed in the special provisions under the particular utility.

1.2.49.4.1 Telephone Facilities

When there are telephone facilities which are affected by the Work, the applicable telephone company may carry out the required relocation of their facilities concurrently with the construction operations.

In those areas where it is not immediately feasible to relocate the buried cable to the final location, the telephone company may temporarily place a cable along the right-of-way boundary and bury it upon completion of grading operations.

1.2.49.4.2 Power Lines**1.2.49.4.2.1 General**

When there are power facilities within the limits of this project, alterations to the facilities will be carried out by the applicable power company concurrently with the grading operations.

The Contractor, in undertaking any work near existing powerlines shall comply with the Regulations under the Electrical Protection Act.

1.2.49.4.2.2 Additional Clearing for Power Line

Prior to the commencement of power line relocation, the Contractor shall first carry out the necessary right-of-way clearing. The clearing for power lines may also include clearing an additional strip (up to 6 metres wide) immediately adjacent to the right-of-way, payment for which will be made at the applicable unit price bid for "Clearing" or "Clearing and Timber Salvage." When the Contract does not contain bid items for clearing or clearing and timber salvage, any required clearing will be considered incidental to the Work. It shall be the Contractor's responsibility to maintain liaison with the power company to ensure that the necessary land clearances have been arranged.

1.2.49.4.3 Pipelines

1.2.49.4.3.1 General

The companies named within the Special Provisions have pipelines located within the limits of this project. Any adjustment work will be carried out by the Pipeline Owner/Operator concurrently with the construction operations.

When the magnitude and degree of complexity of the adjustments required, prevents the Contractor from working in the vicinity of a pipeline, the Contractor shall arrange his operations clear of those pipelines until the required adjustments are completed and permission to construct in their vicinity is received.

The Contractor shall not have any claim for compensation or damages against the Department for any stoppage, delays, inconvenience or damage sustained by him due to any interference from the pipelines, or the operation of moving them.

1.2.49.4.3.2 Precautionary Measures to be Taken when Working in the Vicinity of Pipelines

Prior to the commencement of construction operations, the Contractor shall review the project with representatives of each pipeline company and the Consultant to determine the location and specifics of each pipeline within the project limits. Upon completion of this step the Contractor may begin his operations, and shall carry out all work in the vicinity of pipelines in accordance with the following precautionary measures.

- (i) The Contractor, being fully aware of the location of all pipelines, shall mark the location of the same so their positions are readily identifiable to all work forces.
- (ii) Under no circumstances shall work be commenced within 30 metres of any pipeline until the required adjustments (if any) have been completed and a written crossing agreement has been received from the affected company.
- (iii) The Contractor shall contact the company representative 72 hours prior to commencing construction operations within 30 metres of a pipeline so arrangements may be made to have a company representative or his delegate present during the period machinery is being employed within 30 metres of a pipeline. Absolutely no work shall be undertaken within these limits until a company representative is present at the site and has authorized the same.
- (iv) No operations involving the use of machinery shall be commenced within 5 metres of a pipeline until the line has been hand exposed, its location accurately referenced, and any required protection is put in place and/or adjustment to the pipeline is complete. The

exposure and backfilling of the pipelines shall be undertaken by the Contractor under the direct supervision of the Consultant and the pipeline company's representative.

The exposure and backfilling of pipelines will not be paid for separately, but shall be included in the unit prices for the applicable classes of excavation.

- (v) If the Contractor proposes to move any construction equipment across the pipeline right-of-way prior to the commencement of construction operations, the Contractor shall use timbers or a pad of earth if the pipeline company so desires or the Consultant so directs. This protection shall be constructed to specifications established by the pipeline company and the Consultant.

All labour, equipment, materials and incidentals as may be required for the protection of a pipeline and the safe execution of work, will not be paid for separately but shall be included in the applicable bid items contained in the tender.

- (vi) Clearing required within 30 metres of a pipeline shall be carried out using suitable hand operated tools, and burning or burial of debris within 30 metres of a pipeline is strictly prohibited. The method of removal and disposal of the debris shall require the approval of the Consultant.

This work will be paid for at the applicable unit price bid for "Clearing" or "Clearing and Timber Salvage" and no separate or additional payment will be made. When the Contract does not contain bid items for clearing or clearing and timber salvage, any required clearing will be considered incidental to the Work.

- (vii) The Contractor shall not store, park or drive any equipment, materials and/or vehicles over or along any pipeline right-of-way except as reasonably necessary in the actual construction of the roadway.

- (viii) Notwithstanding the foregoing, the Contractor shall conduct his operations in the vicinity of all pipelines in accordance with the Pipeline Act of Alberta, the National Energy Board Regulations and other related legislation.

1.2.49.4.3.3 Pipeline Accidents

The Contractor is advised that in the event of a pipeline accident, all work is to cease immediately and he is to contact the Pipeline Company involved as well as the local area office of the Alberta Energy and Utilities Board (AEUB).

1.2.49.4.4 Coordination With Irrigation Authority

- (a) The Contractor shall coordinate closely with the irrigation authority at all times. The Contractor shall not interrupt or interfere with the Irrigation Flow during Irrigation Season without prior agreement of the Irrigation authority.
- (b) In general, construction which will interfere with normal seasonal irrigation flow shall be undertaken only during the off irrigation season. The normal irrigation season is from May 1st to September 30th, both dates approximate. Allowance should be made for spring floods and for drain-down time in the fall.
- (c) The Contractor shall remove, prior to spring runoff, any crossings constructed during the off-irrigation season which will interfere with normal irrigation flow.

- (d) When work is undertaken in the vicinity of irrigation installations, the Contractor shall take all precautionary measures as may be necessary and shall control his equipment and method of construction to prevent any damage to the irrigation installations. In the event of damage, the Contractor shall immediately, at his own expense, repair and restore to its original condition any installation so damaged.

1.2.49.4.5 Highway Streetlighting

When the Contract contains a street lighting relocation and/or installation component, the Contractor shall coordinate construction activities with the applicable utility owner/operator.

When there are existing street lighting facilities within the right-of-way which are to be revised or added to by other forces, the Contractor shall liaise with the other forces and the applicable utility company to ensure that there are no undue delays to the scheduling. Particular care shall be taken to ensure that the required underground electrical conduit as shown on the drawings is installed in a timely manner and that the underground electric cable and pole bases are installed by the other forces in advance of the final embankment finishing.

To facilitate grading operations and conduit installation, it may be required that the power supply be provided via temporary overhead power lines while the existing underground power cables are disconnected. Procedural arrangements for the provision of temporary overhead power service and detour lighting will be made with the Utility Company by the Consultant.

1.2.49.4.6 Railway Crossing Construction

1.2.49.4.6.1 General

When work is undertaken within the limits of the railway right-of-way, for the construction of new crossings, the rehabilitation of existing crossings, or haul of embankment construction material across the railway tracks, the Contractor shall coordinate his operations with the railway company and shall ensure that the following precautionary measures are observed.

- (a) Prior to commencing equipment operations within the railway right-of-way, the Contractor shall provide 3 weeks notice to the Track Supervisor of the applicable railway company as listed in the Special Provisions.

The Contractor shall determine from the railway company possible additional measures which may be required for the protection of their personnel and facilities, including any supplementary insurance coverage beyond that stipulated in Section 1.2.10. The cost of this insurance coverage will not be paid for separately, but shall be considered to be included in the applicable unit prices bid.

- (b) At the discretion of the Track Supervisor, flagperson(s) will be employed to protect the trains and operating equipment. Normally the railway company will provide the flagperson(s) upon receipt of three work days notice to the Track Supervisor. If a flagperson is required and the railway company does not provide one, the Contractor will be required to supply the flagperson. Regardless of who supplies the flagperson, the Department will pay the cost of this flagperson(s).

The Contractor shall schedule and coordinate flagging requirements with the applicable railway company on a daily basis. On a weekly basis, the Contractor shall submit a report to the Consultant containing the following information on the previous week's activities:

- The number of hours per day the Contractor requested flagging by the Railway due to anticipated work within the railway's specified minimum "clearance box";
 - The number of hours per day the Railway Company provided flagging;
- (c) The crossing shall only be used by rubber-tired equipment.
- (d) A temporary mat shall be placed over the rails to facilitate the movement of tracked equipment.
- (e) The railway shall be maintained free of dirt, debris and obstructions at all times.
- (f) The crossing shall not be used for other than the purpose herein provided.
- (g) The Contractor shall determine the exact location and depth of any underground railway signal or telecommunication cables prior to commencing construction operations. These cables shall be located by means of hand digging by the Contractor's forces under direct supervision of a representative of the railway company.

No extra payment will be made or charges allowed for work done in connection with locating the cables. Additionally, the Contractor shall be held wholly and solely responsible for any damages to these cables that may be attributed to his operations.

- (h) The Contractor shall be fully responsible for his work operations adjacent to the rail line when working within the railway right-of-way and indemnify and hold harmless the Department in accordance with Section 1.2.42.

1.2.50 ENVIRONMENTAL MANAGEMENT

1.2.50.1 **Environmental Legislation, Regulations, Approvals, and Permits**

The Consultant will obtain the environmental approvals, permits, licences, and/or authorizations required for the tendering of the project.

The Contractor shall familiarize himself with all applicable federal and provincial legislation and regulations concerning environmental protection and shall conduct his activities in accordance with such legislation and regulations, including, but not necessarily limited to, the provincial Environmental Protection and Enhancement Act and Water Act and the federal Fisheries Act and Navigable Waters Protection Act.

The Contractor shall comply with the conditions of all environmental approvals, permits, licences and authorizations issued for the project. The Contractor shall obtain any further environmental approvals, permits, licences and/or authorizations for his temporary works as may be required for the project.

The Contractor shall provide the Department with written confirmation of his full compliance with all approvals, permits, licences and/or written authorizations before the full amount of holdback will be released.

The Contractor shall also familiarize himself with all applicable Codes of Practice issued by Alberta Environment and shall conduct his activities in accordance with such Codes of Practice, including, but not necessarily limited to, the Code of Practice for Asphalt Paving Plants and the Code of Practice for Pits, both under the Environmental Protection and Enhancement Act and the Code of Practice for Watercourse Crossings under the Water Act.

In the event of conflicting statements between the various Acts, Authorizations, Permits, and Codes of Practice, the more stringent requirement shall apply.

1.2.50.2 Environmental Construction Operations Plan

The Contractor shall prepare and implement an Environmental Construction Operations Plan for each phase of the project in accordance with the Department manual entitled "Environmental Construction Operations Plan (ECO Plan) Framework," May 2005 version. Completed ECO Plans consist of written procedures and drawings that address the environmental protection issues relevant to the site specific activity being performed and shall detail temporary environmental control measures that the Contractor shall undertake to comply with all applicable legislation, regulations and approvals during the course of construction and during "winter shut down."

The Contractor's ECO Plan shall be specific to the project. The Contractor shall ensure effective implementation of the ECO Plan by assigning responsibility for the implementation, and maintenance of temporary erosion control measures to one individual. The individual responsible shall be identified at the pre-construction meeting.

The Environmental Construction Operations Plan shall not cover any permanent or long term environmental or erosion control devices or work specified in the Contract.

The Contractor shall submit his ECO Plan to the Consultant at least 14 calendar days prior to the pre-construction meeting. The Consultant will review the ECO Plan and communicate any concerns to the Contractor at least 7 calendar days prior to the pre-construction meeting. The Contractor shall address any issues or concerns regarding the proposed ECO Plan the satisfaction of the Consultant prior to the commencement of the Work.

Finalized ECO Plans shall be agreed to by all parties and shall be signed by the Contractor's 'Principle-In-Charge' and the Contractor's work zone representative before the commencement of Work. When the Contractor's work zone representative changes, the new work zone representative shall provide a letter of acknowledgment to the Consultant indicating that he/she has reviewed the ECO Plan and will comply with its requirements.

The finalization of the ECO Plan to the mutual satisfaction of the Consultant and the Contractor does not constitute an approval or assurance from the Consultant or the Department that the "temporary environmental control measures" detailed in the ECO Plan are sufficient to ensure compliance with all applicable legislation, regulations or conditions of approval. The Contractor is ultimately responsible to ensure all measures, used on the project, are sufficient to ensure compliance with all applicable authorities. This may mean increasing the number of installations, providing alternate devices or modifying procedures.

If at any time during the project, it is determined that the devices or procedures detailed in the ECO Plan (any specific measures, locations or quantities proposed) are inappropriate or insufficient, the Consultant will notify the Contractor in writing and Contractor shall modify the Plan accordingly.

The Consultant may suspend work in cases where in his opinion the Contractor fails to comply with procedures stated in the ECO Plan. If the Contractor fails to adhere to finalized ECO Plans, the Department may make other arrangements to have the Work done, and deduct the cost thereof from any money owing to the Contractor

The cost of preparing the Environmental Construction Operations Plan and the performance of all Work necessary to ensure compliance with the applicable legislation, regulations or

conditions of approval (with the exception of removing and disposing of material from silt containment ponds and sediment barriers) will be incidental to the Work and will not be paid for separately.

1.2.50.3 **Disposal of Waste Materials**

The Contractor shall not release, dump, spill or dispose of any substance(s) into the environment that causes or could cause impairment of or damage to the environment or human health or safety. The Contractor shall mitigate to ensure compliance with all regulatory legislation, any wastes arising from the Work and any other substance(s) that causes or could cause impairment of or damage to the environment or human health or safety, and should he fail to do so, the Department may, without further notice, arrange the clean-up of such wastes and/or other substance(s) at the expense of the Contractor.

The Contractor shall remove and dispose of any inert solid waste materials resulting from the Work in accordance with Alberta Environment's Construction, Renovation and Demolition Waste Reduction Guidelines and as determined by the Consultant prior to completion of the Work. The Contractor may temporarily store such material in interim stockpiles on the disturbed land.

1.2.50.4 **Reporting Procedures for Spills of Deleterious or Hazardous Materials**

During the construction, any releases of silt or other deleterious substances into a body of water or watercourse shall be immediately reported to the Consultant, Alberta Environment and the Federal Department of Fisheries and Oceans (1-800-222-6514).

In the event of the release of silt or other deleterious substance into a body of water or watercourse, the Contractor shall take all reasonable measures to contain the release and repair any damage at his expense.

Spills or releases of hazardous materials and/or any other substances that cause or could cause impairment of or damage to the environment or human health or safety shall also be immediately reported to the Consultant and Alberta Environment and, if a body of water or watercourse is involved, the Consultant, Alberta Environment and the Federal Department of Fisheries and Oceans (1-800-222-6514). The Contractor shall take all reasonable measures to contain the spill and cleanup and any such work shall be performed in accordance with the applicable legislation and regulations at the Contractors expense.

1.2.50.5 **Environmental Protection Devices or Procedures**

1.2.50.5.1 Permanent Environmental Protection Devices

The Contract documents may specify the use of various erosion control or environmental protection devices at specific locations throughout the project. These are items that are considered necessary for environmental protection for some period of time following the completion of construction. The timing of the installation or construction of these devices and the quantities required will be specified in the Contract or determined by the Consultant. These devices will be paid for at the applicable unit price bid for the specific device used.

1.2.50.5.2 Temporary Environmental Protection Devices or Procedures

All other environmental protection or erosion control devices or procedures required to ensure compliance with the applicable legislation, regulations or approvals during construction are deemed to be necessary only as "temporary environmental protection measures" and shall be the direct responsibility of the Contractor. This shall include the responsibility for determining

the quantities, nature and locations of such devices or procedures and the timing of each event. The Contractor shall, to the extent possible, identify these devices or procedures in his Environmental Construction Operations Plan.

No separate payment will be made for any "temporary environmental protection measures" undertaken by the Contractor regardless of whether or not the temporary measure is detailed in the Contractor's Environmental Construction Operations Plan or whether or not the Contract contains a bid item for the device(s) or procedure(s) used, with the exception that payment will be made for any "temporary erosion control device" which the Consultant directs is to remain in place following the Construction Completion Inspection.

1.2.50.5.3 Maintenance of Environmental Protection Devices

The Contractor shall maintain all permanent erosion control devices to the extent required and as directed by the Consultant, up to the time of Construction Completion.

The Contractor shall monitor and maintain temporary erosion control devices at all times throughout construction and during periods of shutdown, to the extent required to protect the environment.

Payment for maintaining temporary and permanent erosion control devices will be considered incidental to the Work, with the exception of removing and disposing of silt from silt containment ponds and sediment barriers. Removing and disposing of material from silt containment ponds and sediment barriers will be paid for as Extra Work in accordance with Specification 1.2, General.

1.2.50.6 **Work Subject to the Migratory Birds Convention Act**

The Contractor is advised that his Work shall be subject to the Migratory Birds Convention Act. The Contractor will be prohibited from clearing, or any other Work that will disrupt nesting habitat for the period of time during which birds species listed under the Act are present and nesting. At the sole discretion of Alberta Sustainable Resources Development, this period may start by April 1 and extend through to July 15 in any year. Depending on the project location and weather conditions, Alberta Sustainable Resources Development reserves the right to adjust these dates.

If the Contractor wishes to commence clearing or other disruptive work after April 1 and before July 15, he shall employ a Wildlife Specialist, acceptable to the Consultant, to determine whether the proposed Work will disturb nesting birds listed under the Act. The Contractor shall submit the Wildlife Specialist's report to the Consultant for review prior to commencement of this work.

The Contractor shall have no claim against the Department for any inconvenience, delay or loss arising from compliance with Migratory Birds Convention Act, or resulting from a different exclusionary period imposed by Alberta Sustainable Resources Development.

All costs associated with the Wildlife Specialist, the preparation of the Wildlife Specialist's report, and any measures proposed to mitigate nesting habitat will be considered incidental to the Work and no separate or additional payment will be made.

1.2.50.7 **Produced Sand**

Produced Sand (oilfield waste sand) is prohibited from use as a stand alone or component material in all phases of construction on Alberta Infrastructure and Transportation projects including grading, base course, paving and bridge work.

1.2.51 GOODS AND SERVICES TAX

This is to certify that the property and/or services ordered/purchased hereby are being purchased by Alberta Transportation, which is part of the Alberta Crown or is listed as a tax free Alberta Government agency, and are therefore not subject to the Goods and Services Tax.

This applies to all payments made by the Department to the Contractor under this Contract. The tender prices shall exclude any allowance for the Goods and Services Tax.

1.2.52 CONSTRUCTION COMPLETION AND ACCEPTANCE

Upon notice from the Contractor of completion of the entire Work, the Department and Consultant will make an inspection of the Work accompanied by the Contractor's representative. If the Work is found to be completed in accordance with the Contract, that inspection shall constitute the construction completion inspection and the Consultant will issue a Construction Completion Certificate to the Contractor indicating the Department's acceptance of the Work and the start of the warranty period.

If the inspection discloses any unsatisfactory Work, the Consultant will give the Contractor a list of deficiencies and the Contractor shall immediately correct the deficiencies. Upon correction of the deficiencies, another inspection will be made and, provided the Work has been satisfactorily completed, the Consultant will issue a Construction Completion Certificate to the Contractor.

1.2.53 CONTRACTOR'S WARRANTY AND FINAL ACCEPTANCE

During the warranty period, the Contractor shall warrant the Work to be free from any defect or failure and to withstand climatic, maintenance and normal operational conditions. Generally, the warranty period shall be two years for bridge structures and one year for other Work, and shall commence on the date of Construction Completion as determined by the Department. Unless otherwise shown in the special provisions, the following contract work will not require a warranty:

- grade construction (with the exception of areas directly over culvert installations) which is not receiving granular base course or pavement surfacing under the Contract;
- stand alone crushing contracts;
- stand alone clearing contracts; or
- permanent erosion control devices.

Work requiring warranty periods different from the above, will be identified in the special provisions.

The Contractor shall repair at his own expense any such defect or failure which occurs in the Work prior to the expiry of the warranty period. The Department will notify the Contractor in writing during the warranty period of repairs required and the Contractor shall promptly make these repairs. These repairs are a performance requirement of the Contract, and shall be assured by the security provided.

If the Contractor fails to do the repairs promptly or to the satisfaction of the Department, the Department may then make other arrangements to have the repairs done, the cost of which shall be a debt due and owing by the Contractor and the Surety to the Department. Specific requirements concerning the timing of any warranty work required for seeding are detailed in Specification 2.20, Seeding.

Upon completion of all above requirements, a Final Acceptance Certificate will be issued by the Department.

1.2.54 CLAIMS AND DISPUTE RESOLUTION

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 Consultant, the Consultant's directors, officers, employees, sub-consultants, or agents in relation to the Work, shall be made only to or against the Department. The Contractor waives any right to commence or carry on such claims, demands or actions against any person or party other than the Department.

1.2.54.1 **Claims Resolution Process**

The resolution of claims arising between parties to this Contract, is subject to the following structured process:

1.2.54.1.1 Claims

If a situation or occurrence arises between the Department and the Contractor, in connection with or arising out of the Contract or the execution of the Contract Work, which results in a difference in opinion between the parties as to payment or compensation required under the Contract or the time required to complete the Contract, such situation or occurrence shall be considered a claim.

1.2.54.1.2 Resolution of Claims

Where the Department or the Contractor considers that a Claim has arisen under the Contract, the Department or Contractor shall issue a Notice of Claim to the other party.

A Notice of Claim shall be in writing and shall state the details of the claim. A Notice of Claim issued by the Contractor to the Department pursuant to this Contract shall be served to the Consultant.

A Notice of Claim shall be served as soon as possible after the occurrence of the circumstance giving rise to the Claim and not later than seven (7) days after the occurrence of the circumstance, or the claimant becoming aware of the circumstance. Failure to serve a Notice of Claim within this prescribed time period will prejudice the claimant's right to proceed with the Claim, unless the claimant can demonstrate that such delayed Notice did not prejudice the ability of the other party to take action to minimize any additional costs resulting from the Claim.

The Parties shall make bona fide efforts to resolve a claim and the Work shall proceed without delay during the claims resolution process. Attempts to resolve claims shall sequentially follow the administrative review structure as follows:

1. Consultant
2. Regional Director
3. Executive Director, Program Management Branch

The Department or the Contractor may not unilaterally proceed to litigation without agreement of the other party.

In the event the claim is not resolved to the satisfaction of both parties through this process and the claimant wishes to pursue the matter further, it is incumbent upon the claimant to issue a Notice of Dispute in accordance with Appendix A, Mandatory Dispute Resolution Process of the document entitled "Dispute Resolution Process for Government of Alberta Construction Contracts."

1.2.54.2 **Dispute Resolution Process**

Claims which escalate into disputes, shall follow the processes identified in the document entitled "Dispute Resolution Process for Government of Alberta Construction Contracts", Appendices A, B, C, D, & E. In the event of a conflict between the aforementioned Appendices and other provisions of the Contract, the Appendices shall govern.

All references to Owner in the "Dispute Resolution Process for Government of Alberta Construction Contracts" shall mean the Department.

Any Notice of Dispute issued by the Contractor to the Department pursuant to this Contract shall be served to:

Executive Director,
Program Management Branch
2nd Floor, Twin Atria Building
4999-98 Avenue
Edmonton, AB,
T6B 2X3

