

# **Summer Village of Sandy Beach**



# **Rehabilitation of Lakeshore Drive**

## **Tender Documents And Specifications**

CONTRACT NO. 37834/15

**Prepared By:**

**Opus Stewart Weir**  
#140, 2121 Premier Way  
Sherwood Park, Alberta  
T8H 0B8  
Project # ED60 37834  
April 2014

---

**SUMMER VILLAGE OF SANDY BEACH**  
**REHABILITATION OF LAKESHORE DRIVE**

---

**INDEX TO CONTRACT DOCUMENTS**

INVITATION TO TENDER

PART I	SCOPE OF WORK
PART II	INSTRUCTIONS TO BIDDERS
PART III	TENDER FORMS
PART IV	CONTRACT AGREEMENT FORM
PART V	GENERAL CONDITIONS OF THE CONTRACT
PART VI	SPECIAL PROVISIONS
PART VII	SPECIFICATIONS
PART VIII	DRAWINGS

---

---

**INVITATION TO TENDER**  
**SUMMER VILLAGE OF SANDY BEACH, ALBERTA**  
**REHABILITATION OF LAKESHORE DRIVE**

---

---

Sealed Tenders Marked: **Summer Village of Sandy Beach  
Rehabilitation of Lakeshore Drive**

Will be received by the undersigned until **4:00 p.m. local time Thursday, April 09, 2015.**

At the Office of: **Opus Stewart Weir  
140, 2121 Premier Way  
Sherwood Park, Alberta  
T8H 0B8**

For the following work:

**Summer Village of Sandy Beach – Rehabilitation of Lakeshore Drive**

The work consists of removal of existing asphalt and gravel base material, cement stabilize subgrade, and new asphalt pavement surface.

Copies of Specifications and Contract Documents may be obtained commencing **Tuesday, March 24, 2015** from the office of the Consultant, Opus Stewart Weir, 140, 2121 Premier Way, Sherwood Park, Alberta.

A non-refundable cheque deposit of One Hundred Dollars (\$100.00) made payable to Opus Stewart Weir will be required for each set of tender documents provided.

Tenders must be accompanied by a Bid Bond and a Consent of Surety as stated in the "Instructions to Bidders".

Summer Village of Sandy Beach reserves the right to reject any or all tenders. The lowest or any tender will not necessarily be accepted.

**Consultant Representative:**

Alamgir Hossain, P.Eng., CPESC.  
Project Manager, Community Infrastructure,  
Opus Stewart Weir Ltd.  
Tel: 780 410 2580, Fax: 780 410 2589,  
Email: alamgir.hossain@opusw.com

**Owner Representative:**

Wendy Wildman  
CAO, Summer Village of Sandy Beach  
Box 540  
Onoway, AB. T0E 1V0  
780-967-5338 Fax: 780-967-3226  
cao@onoway.com

PART I

SCOPE OF WORK

**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

**1. GENERAL**

**1.1. LOCATION OF WORK**

The project is located within the Summer Village of Sandy Beach, Alberta, approximately 68 km northwest of Edmonton.

**1.2. TYPE OF WORK**

**Pavement Work (Under this Contract):**

The work consists of removal of existing asphalt pavement, removal of a portion of existing gravel base course, 250 mm new cement stabilized subgrade preparation, 70 mm asphalt pavement concrete work.

Total length of roadway is approximately 2.53 km.

**Cement Stabilize Subgrade (CSS)**

Cement stabilized subgrade operation includes pulverization of the existing subgrade materials, adding more materials (when necessary), mixing with cement stabilizer and water, grading and shaping the road then compacting the mix to attain a strong subgrade layer minimum 250 mm depth. The mix including supply cement stabilizer, water, adding subgrade materials (if necessary), equipment, and labor necessary to complete the work as specified in the Special Provision. Mixing, blading, shaping and compacting the materials to strict surface tolerance; maintaining traffic, disposing of waste materials and constructing the surface complete.

**Asphalt Concrete Pavement**

Asphalt concrete pavement shall include: supplying, excavating, screening, crushing, eliminating fines, delivering crushed aggregate material to the dryer, drying, heating, separating and storing aggregate materials, supplying, hauling, storing and heating asphalt oil; mixing, loading, hauling, placing and compacting the mixture, maintaining traffic, disposing of waste material and constructing the surface complete.

**Drainage work (not under this contract):**

The Owner intends to undertake drainage related work prior to the pavement work. Majority of the drainage related work is anticipated to be field fitted. It is intended that this work will be undertaken as a separate contract or as an addition to pavement work upon determining appropriate scope and associated construction cost.

---

**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

Drainage work consists of minor ditch re-grading, installation and / or replacement of new culverts, rock rip-raps, grass seeding, erosion and sediment control.

**Drainage work is not part of the scope of work for this contract, however, it will have a direct relationship with the pavement work under this contract. See special provision for instructions.**

**1.3. OWNER**

The Summer Village of Sandy Beach is defined as the Owner of the work.

**1.4. MATERIALS**

The aggregate material for this contract is to be obtained from a source of the Contractor's choice with no option. The Contractor will process the required aggregates and supply all the asphaltic materials for this contract. All the materials for this Contract shall comply with the specifications and/or special provisions contained in this Tender Document.

**1.5. COMPLETION DATE**

Contractor must complete the work on or before **October 31, 2015**.

A complete job is called for and therefore, any labour, equipment, or material not specifically mentioned, but necessary for a complete job, will be considered incidental to the Contract.

PART II

INSTRUCTIONS TO BIDDERS

---

**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

**INDEX**

1. SUBMISSION OF TENDERS
2. OMISSIONS OR DISCREPANCIES
3. ADDENDA
4. TENDER FORM
5. SUBCONTRACTORS
6. COMMENCEMENT AND COMPLETION OF WORK
7. ACCEPTABILITY OF TENDERS
8. TENDER DOCUMENTS
9. DEPOSIT
10. GUARANTEE BONDS
11. SITE CONDITIONS
12. COMPETENCY
13. GOODS AND SERVICES TAX (G.S.T.)
14. NOTICE OF AWARD
15. TENDERS TO BE UNDER SEAL
16. RELEASE OF INFORMATION



**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

**1. SUBMISSION OF TENDERS**

Sealed Tenders shall be clearly marked and addressed as follows:

**Opus Stewart Weir Ltd.  
#140, 2121 Premier Way  
Sherwood Park, Alberta  
T8H 0B8**

**Attention: Alamgir Hossain,  
Project Manager, Civil Infrastructure and Environmental Services**

Tender for: **Summer Village of Sandy Beach  
Rehabilitation of Lakeshore Drive**

**2. OMISSIONS OR DISCREPANCIES**

Should a Bidder find discrepancies in or omissions from the Drawings or other Contract Documents, or should he be in doubt as to their meaning, he should at once notify the Engineer at:

**Engineer's Representative:**

**Alamgir Hossain, P.Eng. CPESC (e-mail: [alamgir.hossain@opusw.com](mailto:alamgir.hossain@opusw.com))  
Phone: (780) 410-2580**

**Engineer's Address:**

Opus Stewart Weir Ltd.  
#140, 2121 Premier Way  
Sherwood Park, Alberta  
T8H 0B8

No oral interpretation given by the Engineer shall modify the written meaning of the terms of the Contract Documents unless stated in writing by the Consultant in the form of a directive to all Bidders

**3. ADDENDA**

Addenda, when issued, form part of the Tender document. The Bidder shall acknowledge receipt of each addendum. The individual items included in the addendum shall be added, deleted or changed in accordance with the instructions contained in the addendum letter. Notwithstanding any other provision of this Tender, each Bidder must ascertain, prior to the time fixed for receiving tenders, that it has received all Addenda issued.

**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

**4. TENDER FORM**

Bidders must submit their tender printed in ink or typed on the Tender Form provided and all blank spaces must be completed.

Where the work is to be carried out under a Unit Price Contract the Bidder shall supply, for each work item shown in the Tender Form, unit prices and extensions using the quantities shown. The quantities shown are approximations to be used by the Owner for the comparison of tenders. The extensions must be totaled in the appropriate locations on the form and the contingency allowance, if shown, must be included. In the event of a discrepancy between the unit prices and extension, the unit prices shall prevail. The Engineer will correct the extensions and totals accordingly. The unit prices shall be used by the Engineer as a basis for calculating progress payments, extras, deductions, or alterations.

Where the work is to be carried out under a Lump Sum Contract the Bidder shall supply the Lump Sum price to carry out the work and, where provided for in the Tender Form, shall provide the breakdown of prices as indicated. The breakdown of prices shall be used by the Engineer as a guide in the preparation of progress claims.

Goods and Services Tax (G.S.T.) shall not be included in the unit rates, lump sums or the Contractor's total price to carry out the work.

The Bidder must supply a Bid Bond, Consent of Surety and complete the additional forms listed below as part of the Tender Form:

- a) Bidders Questionnaire
- b) Rates for Unclassified Work
- c) List of Subcontractors

The Bidder must show in the "Bidders Questionnaire":

- (a) The names of the material suppliers he intends to use together with the trade or brand name of the material supplied. Materials supplied must not be changed after the Contract is awarded unless permission of the Engineer is obtained. Where materials are specified in the Contract Documents by trade or brand name the Bidder must show these names in the questionnaire unless the Engineer's approval of alternative material has been obtained.
- (b) The equipment, he intends to use on the work. Where excavating equipment is required to construct this project, the Contractor must also list the width of buckets. The equipment shown must be used on the Work unless permitted by the Engineer. The words "as required" or similar wording will not be sufficient to describe the equipment.
- (c) The subcontractors he intends to engage for portions of the work including local labourers.

**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

**5. SUBCONTRACTORS**

The Contractor is solely responsible for all Work under the Contract. He is also responsible for the administration of and subdivision of the Work to his Subcontractors. All disputes as to Scope of the Work to be carried out by the various Subcontractors shall be the responsibility of the Contractor so that all Work is carried out to the satisfaction of the Consultant.

**6. COMMENCEMENT AND COMPLETION OF WORK**

The Bidder shall state in the Tender Form the time within which he expects to be able to complete the Work. Bidders should be aware that time is of the essence and consideration will be given to time of completion when awarding the Contract.

In accordance with the provisions of Clause 32 of the General Conditions, the successful bidder will be sent a written Notice of Award. The Notice of Award is not a notice to commence work. Upon compliance by the Contractor with the terms of Clause 33 of the General Conditions, the Owner will issue a Notice to Proceed. The commencement date shall be seven (7) days after the date of mailing of the Notice to Proceed.

**7. ACCEPTABILITY OF TENDERS**

The Owner reserves the right to accept or reject any or all tenders and to waive irregularities and informalities at its discretion. The Owner reserves the right to accept a tender other than the lowest tender without stating reasons. By the act of submitting its bid, the bidder waives any right to contest in any legal proceeding or action the right of the Owner to award the work to whomever it chooses, in its sole and unfettered discretion, and for whatever reasons the Municipality deems appropriate. Without limiting the generality of the foregoing, the Owner may consider any other factor besides price and capability to perform the work that it deems in its sole discretion to be relevant to its decision including but not limited to the following:

1. Any past experience with the Bidder, or lack thereof;
2. The result of any reference check done by the Owner;
3. Information relating to the financial state of the Bidder, however obtained;
4. Production rates of equipment to be utilized.

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 will 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 bidders, and none of the participants in such collusion will be considered in future proposals.

The Owner reserves the right to reject any or all Tenders.

**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

**8. TENDER DOCUMENTS**

A non-refundable cheque deposit of \$100.00 will be required for each set of drawings and tender documents.

**9. DEPOSIT**

The Tender must be accompanied by a Certified Cheque or Bid Bond made payable to the Owner in the amount of Ten Percent (10%) of the total sum tendered for the Work.

The bonds or certified cheques of the unsuccessful Bidders will be returned as soon as possible after the award of the Contract, or if no Contract is awarded, after such decision is reached by the Owner. The successful Bidder's Bond or cheque will be returned after issuance of a Notice to Proceed.

**10. GUARANTEE BONDS**

Pursuant to Clause 34 of the General Conditions the successful Bidder shall provide a Performance Bond and a Labour and Materials Payment Bond upon award of the Contract; each Bond in the amount of fifty percent (50%) of the tender price. The cost of such Bond shall be borne by the Contractor.

The Bidder shall have his Surety Company complete the form titled "Consent of Surety" which is part of the tender documents. The Consent of Surety represents the Surety Company's willingness to provide the aforementioned Bonds. The Consent of Surety will be required whether the bidder uses a Bid Bond or a Certified Cheque.

**11. LIABILITY INSURANCE**

Pursuant to Clause 38 of the General Conditions the successful Bidder shall, at his cost, obtain insurance and protection for himself, his sub-consultants, the Owner, the Engineer and their sub-consultants.

**12. SITE CONDITIONS**

The Bidder should examine the site of the Work before submitting a bid, either personally or through a representative and satisfy himself as to the nature and location of the Work, local conditions, soil structure and topography at the site of the Work, the nature and quality of materials to be used, the equipment and facilities needed preliminary to and during the prosecution of the Work, and all other matters which can in any way affect the Work under this Contract. The Bidder is fully responsible for obtaining all information required for the preparation of his bid and for the execution of the Work.

Soils tests may be available from the Engineer. However, the sole purpose of any soils testing commissioned by the Consultant is for design and the Consultant makes no warranty as to the accuracy of the tests in depicting the actual soil conditions.

**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

The bidders shall obtain written permission from the appropriate government agency or property owner before excavating test pits or test holes on road allowances or privately owned land. The Consultant shall be notified prior to commencement of a testing program. The site shall be left in a neat and tidy condition.

**13. GOODS AND SERVICES TAX (G.S.T.)**

Bid prices are to **exclude** Goods and Services Tax on all materials and services supplied by the Contractor and incorporated into the work.

**14. NOTICE OF AWARD**

The Notice of Award shall bind the successful bidder to execute the Contract. The other rights and obligations provided for in the Contract shall become effective and binding upon the parties only with its formal execution.

**15. TENDERS TO BE UNDER SEAL**

All Tenders shall be signed and sealed in the case of a body corporate, and in the case of an individual partnership, or non-incorporated organization shall be signed and witnessed.

**16. RELEASE OF INFORMATION**

Subject to the following, all Tenders shall remain confidential and subject to the security of the Owner. However, the Bidders hereby consent, and acknowledge by submitting the Tender pursuant to this Invitation to Tender that:

(a) Each Tender shall be opened at the designated public opening for Tender Project, and the Owner may disclose to the public the name of the Bidder and the total project cost; and

(b) After the successful Bidder is selected, the names of all Bidders and their total tender price, whether successful or unsuccessful, may be released upon request pursuant to the provisions of the Municipal Government Act.

PART III

TENDER FORMS

---

**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

The Bidder, being fully cognizant of the work to be performed, and of the materials to be supplied, hereby agrees to provide all supervision, labour, equipment, and materials to perform the work, as set forth in the Contract Documents, for the prices stated in the Tender Form Schedule of Quantities.

Specifically, the Bidder agrees:

1. To the terms and conditions as set forth in the Contract documents and that the terms and conditions form an integral part of his tender.
2. That the tender is irrevocable for a period of sixty (60) days after the closing date for the receipt of tenders. Furthermore, that the tender may be accepted by the Owner any time during the period, whether or not a Notice of Award has been given to another bidder.
3. To execute the Contract Agreement within seven (7) days of issuance of the Notice of Award to him and to deposit with the Consultant the necessary documents as per Clause 32 of the General Conditions.

Failure or neglect to do so shall constitute a Breach of Agreement effected by the acceptance of the Tender.

4. That the damages to the Owner for such breach will include loss from interference in its construction program and such other items as may be fixed by the Consultant. Furthermore, that the amount of the Certified Cheque or Bid Bond may be retained by the Owner as liquidated damages for such breach.
5. That this Contract is a Unit Price Contract.
6. 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.

---

**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE  
SCHEDULE OF QUANTITIES**

All quantities in this schedule are approximate only. It is the Contractor's responsibility to determine the exact quantities required to construct the work to the limits indicated on the drawings and described in the specifications.

Incidental work not noted in the schedule, and required to complete the work described by the Contract documents, shall be allowed for in the most appropriate item of work shown in the schedule.

The prices tendered shall allow for the cost of all materials, labour, superintendence, water, temporary lighting, power and heating, tools, equipment, transportation and other facilities necessary for the execution and completion of the work in accordance with the Contract Documents, including warranty of the work for one year.

Goods and Services Tax (G.S.T.) shall not be included in the unit rates, lump sums or the Contractor's total price to carry out the work.

Following are the work areas:

- Lakeshore Drive, Km 0.000 to Km 2.530



**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

**A. SCHEDULE OF QUANTITIES (ROAD WORK)**

No.	Item	Description	Estimated Quantity	Unit Price	Extension
1	Mobilization/ Demobilization	Transport all required materials and equipment to and from the site; supply and erect signs and marking to delineate the site; traffic control and diversions; supply and erect site offices, if required; all other initial site works; removal, cleaning and restoration upon completion	1 Lump Sum		
2	Removal and dispose of existing pavement structure	2a. Removal and dispose of existing 50 mm bituminous pavement, including all labour, materials, and equipment necessary to complete the work. The contractor shall be responsible to repair any damages at his own cost, to existing improvements resulting from his operations.	4400 m <sup>2</sup>		
		2b. Removal and dispose of existing 60 mm gravel base including labor, materials, and equipment necessary to complete the work as necessary.	12600 m <sup>2</sup>		
3	Cement Stabilized Subgrade	The work involves pulverizing the existing road structure (up to min. 250mm depth), supplying, spreading, mixing of 12kg/m <sup>2</sup> of Normal Portland Cement powder, shaping, grading and compacting of the pulverized materials to 100% SPD.  Price to include all labour, equipment and any additional gravel material, if required, to achieve specified road cross section and longitudinal profile. Longitudinal profile to match existing.	17100 m <sup>2</sup>		

**PART III  
TENDER FORM**

Page 5

**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

4	Hot Mix Asphalt Concrete	Surfacing with a 30mm and 40mm (as per drawing) thick Type M1 (PG 46-34) Hot Mix Asphalt Concrete including supply and application of tack coat, supply of materials, design & produce asphalt mix, spread and compact.  Work will include tie-ins with the existing pavement / connecting roads / driveways.	3250 tones		
TOTAL BID PRICE FOR SCHEDULE A (Excluding G.S.T.)					\$ _____

**PRINT TOTAL LUMP SUM:** \_\_\_\_\_.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE

\_\_\_\_\_  
CONTRACTING FIRM

\_\_\_\_\_  
SIGNED NAME IN PRINT

## BIDDERS QUESTIONNAIRE

### CONTRACTOR'S CONSTRUCTION SCHEDULE

PHASE OF WORK	PROPOSED DATES		ESTIMATED PRODUCTION RATE (DAILY)	OPERATION HOURS
	STARTING	COMPLETION*		

\* Note: Completion dates shall not exceed the Contract Completion Date as specified in Part IV, Contract Agreement Form.

## BIDDER'S QUESTIONNAIRE

## Equipment List

In the event of being awarded the Contract, our firm will utilize the equipment cited below in the performance of the Work.

[illegible]

## BIDDERS QUESTIONNAIRE

## Material List

Our firm will use the following materials in the performance of the Work.

[illegible]

## BIDDERS QUESTIONNAIRE

### Labour and Experience

In the event of being awarded the Contract, our firm will utilize the labour cited below in the performance of the Work.

Our work force on-site will average \_\_\_\_\_ men.

The name of our superintendent for this project and his related experience is:

---

---

---

---

---

---

---

Our firm's experience on projects of a similar nature and scope is as follows:  
(Limit your response to the last five projects (5) in which your firm and superintendent were involved. Include the name of the project engineer on each project.)

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

### RATES FOR UNCLASSIFIED WORK

Payment for unclassified work will be based on the following rates for labour and equipment.

Labour

[illegible]

B. Equipment (including operator)

[illegible]

## LIST OF SUBCONTRACTORS

Sub-Contractor, Portion of Work Sub-Contracted \*

Related Experience of Sub-Contractor \*\*

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* Include name, address, phone number and contact.



**LABOUR RATES FOR EXTRA WORK**

OCCUPATION	HOURLY RATE

\_\_\_\_\_  
Contractor's Name (Company Name)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Signed Name in Print

\_\_\_\_\_  
Date

As attested by our signature and seal, we agree to the terms and conditions as set forth in Part III, Tender Form. Furthermore, we agreed to undertake and complete, if our tender is accepted by the owner, all the work as specified in the Contract Documents for the Total Tender Price as per the Tender Form.

With the realization that time is of the essence in this contract, we agree to begin work on the day of \_\_\_\_\_, 2015, and to complete the work in \_\_\_\_\_ working days, or: on or before the **31st day of October 2015.**

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

---

IF AN INDIVIDUAL, PARTNERSHIP OR NON-INCORPORATED ORGANIZATION

Signature of Bidder \_\_\_\_\_

Signature of Witness \_\_\_\_\_

Address of Bidder \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

IF A CORPORATION:

Names and Addresses of Members of the Firm

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

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

PART IV

CONTRACT AGREEMENT FORM

PART IV  
CONTRACT AGREEMENT FORM  
SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE

Page 1

THIS CONTRACT AGREEMENT made in triplicate this \_\_\_\_ day of \_\_\_\_\_,  
in the year Two Thousand Fifteen.

BETWEEN:

\_\_\_\_\_  
(herein called "Contractor")

OF THE FIRST PART

- and -

SUMMER VILLAGE OF SANDY BEACH  
(herein called "Owner(s)")

OF THE SECOND PART

WITNESSETH:

That the contractor and the Owner in consideration of the fulfillment of their respective promises and obligations herein set forth, covenant and agree with each other as follows:

**PART IV**  
**CONTRACT AGREEMENT FORM**  
**SUMMER VILLAGE OF SANDY BEACH**  
**REHABILITATION OF LAKESHORE DRIVE**

**Page 2**

Clause 1

That the following documents, with this agreement constitute the contract,

PART I	Scope of Work
PART II	Instructions to Bidders
PART III	Tender Forms
PART IV	Contract Agreement Form
PART V	General Conditions of the Contract
PART VI	Special Provisions
PART VII	Specifications
PART VIII	Drawings

Clause 2

The contractor undertakes and agrees:

- (a) To furnish all labour, materials and equipment, unless otherwise indicated together with all Work incidental thereto necessary and required to perform all the Work described in the Contract Documents which have been executed in triplicate by both parties and which were prepared by Stewart, Weir & Co. Ltd., acting and referred to herein as the "Engineer".
- (b) To do and fulfill everything indicated in the Contract Documents referred to in Clause 1.
- (c) That time is of the essence in this Contract.
- (d) To commence the work on the \_\_\_\_ day of \_\_\_\_\_, 2014, and to complete the work in \_\_\_\_ consecutive calendar days, or: on or before the \_\_\_\_ day of \_\_\_\_\_, 2015, subject to Clause 55 of the General Conditions.
- (e) To cover work additional to that shown in the Schedule or Schedules to the Form of Tender in the event of this contract being extended, or in the event of this Contract being extended to cover Work in any succeeding year, the Contractor shall provide a new Performance Payment Bond and if required a Labour and Material Payment Bond, each in an amount equal to fifty (50%) percent of the sum of such additional Work.
- (f) To maintain the work, with respect to the defects which are caused by omissions and faulty materials or workmanship, in complete repair for two years from the date of Construction Completion Certificate as Certified by the Engineer.

**PART IV**  
**CONTRACT AGREEMENT FORM**  
**SUMMER VILLAGE OF SANDY BEACH**  
**REHABILITATION OF LAKESHORE DRIVE**

---

**Page 3**

Clause 3

The Owner undertakes and agrees to pay the Contractor for the performance of the Work and fulfillment of the terms and conditions of the Contract money specified herein as set forth in the contract documents.

Clause 4

The Contractor and the Owner for themselves, their successors, executors, administrators and assigns, hereby undertake and agree to the full performance of their respective obligations under the contract and further undertake and agree that the provisions of this Contract unless it is otherwise agreed between the parties, shall, mutatis mutandis, apply to any extension of this contract.

Clause 5: Laws of Alberta

The Contract shall be deemed to have been made in and shall be construed in accordance with the laws of the Province of Alberta, and for the purposes of all legal proceedings, the Contract shall be deemed to have been performed in the said Province and the Courts of Alberta shall have the exclusive jurisdiction to entertain any action arising under the contract, provided the Owner shall be at liberty to bring an action arising out of the Contract in any jurisdiction. If any provisions herein contained shall in any way contravene the laws of the Province of Alberta, such provisions shall be severed from the Contract and the remaining provisions shall continue in force and effect. The Contract shall endure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

**PART IV**  
**CONTRACT AGREEMENT FORM**  
**SUMMER VILLAGE OF SANDY BEACH**  
**REHABILITATION OF LAKESHORE DRIVE**

**Page 4**

Clause 6

If either party hereto desires to give notice to the other party under or in connection with this Contract, such notice will be effectively given if sent by registered mail.

to the Contractor at:

---

---

---

---

to the Owner at:

**ATTN: WENDY WILDMAN**  
**CAO, TOWN OF ONOWAY/SUMMER VILLAGE OF SANDY BEACH**  
**BOX 540**  
**ONOWAY, AB. T0E 1V0**

to the Engineer at:

**OPUS STEWART WEIR LTD.**  
**#140, 2121 PREMIER WAY**  
**SHERWOOD PARK, ALBERTA**  
**T8H 0B8**

and will be considered as having so given at such time as it would in the ordinary course of the mails be received by the party to which it is directed.

**PART IV**  
**CONTRACT AGREEMENT FORM**  
**SUMMER VILLAGE OF SANDY BEACH**  
**REHABILITATION OF LAKESHORE DRIVE**

**Page 5**

IN WITNESS WHEREOF the parties hereto have caused to be hereto affixed their respective Corporate Seals attested by the signature of their respective duly authorized signing officers, as of the day and year first above written.

SIGNED, SEALED and DELIVERED on the \_\_\_\_ day of \_\_\_\_\_, 2015.

in the presence of:

\_\_\_\_\_  
Witness to Signature of Contractor

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Witness to Signature of Owner

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Occupation



## PART V

# GENERAL CONDITIONS OF THE CONTRACT

**PART V**  
**GENERAL CONDITIONS OF THE CONTRACT**

**TABLE OF CONTENTS**

Clause 1	Definitions .....	1
Clause 2	Contract Documents .....	2
Clause 3	Detailed Drawings and Instructions .....	2
Clause 4	Drawings and Specifications Furnished .....	2
Clause 5	Ownership of Documents.....	2
Clause 6	Shop Drawings.....	3
Clause 7	Documents of the Work .....	3
Clause 8	Contractor to Check Plans and Data .....	3
Clause 9	Schedule of Work .....	3
Clause 11	Engineer's Decisions .....	4
Clause 12	Laying Out of Work .....	4
Clause 13	Inspection of Work.....	5
Clause 14	Work Stoppage.....	5
Clause 15	Protection of Public, Work and Property .....	6
Clause 16	Superintendence .....	6
Clause 17	Employees .....	7
Clause 18	Indemnity and Damage Claims .....	7
Clause 19	Liens .....	7
Clause 20	Land by Contractor .....	8
Clause 21	Work Site .....	8
Clause 22	Assignment of Contract .....	8
Clause 23	Subcontractors .....	8
Clause 24	Contractor's Right to Stop Work or Terminate Contract .....	9
Clause 25	Access .....	9
Clause 26	Lands by Owner.....	9
Clause 27	Separate Contracts .....	9
Clause 28	Owner's Right to Terminate Contract.....	9
Clause 29	Owner's Right to do Work.....	10
Clause 30	Oral Agreement .....	11
Clause 31	Non-Waiver.....	11
Clause 32	Notice of Award .....	11
Clause 33	Notice to Proceed.....	11
Clause 34	Bonds .....	11
Clause 35	Patents and Royalties.....	12
Clause 36	Permits, Notices, Laws and Rules.....	12
Clause 37	Utility Companies .....	12
Clause 38	Contractors Liability Insurance .....	13
Clause 39	Compliance with Workers' Compensation Regulations .....	14
Clause 40	Taxes and Duties .....	14
Clause 41	Notice of Accident.....	14
Clause 42	Materials - Labour.....	14
Clause 43	Materials Storage .....	15
Clause 44	Demurrage and Damages .....	15
Clause 45	Samples of Materials .....	15
Clause 46	Alternative Material or Equipment .....	15

Clause 47	Rejected Work and Materials.....	16
Clause 48	Cleaning Up.....	16
Clause 49	Sanitary Regulations .....	16
Clause 50	Existing Structures .....	17
Clause 51	Employment.....	17
Clause 52	Changes in the Work.....	17
Clause 54	Force Majeure .....	18
Clause 55	Extension of Time .....	19
Clause 56	Failure to Complete on Time.....	19
Clause 57	Owners Right to Occupy.....	20
Clause 58	Progress Payment Certificates.....	20
Clause 59	Measurement of Quantities .....	20
Clause 60	Payment Withheld .....	20
Clause 61	Deductions for Uncorrected Work.....	21
Clause 62	Completion and Acceptance .....	21
Clause 63	Final Progress Payment .....	21
Clause 64	Release of Holdback.....	21
Clause 65	Warranty Period .....	22
Clause 66	Final Acceptance Certificate .....	22
Clause 67	Disputes .....	23
Clause 68	Mediation.....	23

**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

**Clause 1     Definitions**

- (a) "The Contract Documents" shall consist of the signed Agreement, Index, Form of Tender, Invitation to Tender, Instructions to Bidders, Consent of Surety Company, General Conditions of the Contract, Special Provisions, Contractor's Questionnaire, Standard and Detailed Specifications and Drawings, including all modifications thereof incorporated in the documents before the execution of the Agreement.
- (b) "The Owner" shall mean the owner or owners named in the contract agreement.
- (c) "The Contractor" shall mean the contractor named in the contract agreement.
- (d) "The Engineer" shall mean the engineer named in the contract agreement, his duly appointed representative or other engineer as may from time to time be duly appointed in writing by the owner.
- (e) "Work" means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done by the Contractor pursuant to the terms and provisions of the contract and in particular but without limiting the generality of the foregoing, includes the furnishing of all labour, materials and equipment necessary or incidental to the performance of this Contract and the transportation thereof to the site.
- (f) "Extra Work" When the Contractor is required to perform work or supply materials of any class not provided for in the Contract, it shall be known as "Extra Work."
- (g) "Subcontractor" means the person or corporation not contracting with, or directly employed by an Owner or his agent for the doing of any work but contracting with or employed by a contractor or under him by a subcontract, but does not include an employee.
- (h) "Other Contractor" shall mean any person, firm or corporation employed by or having a contract directly or indirectly with the Owner otherwise than through the Contractor.
- (i) "Final Equipment Certificate": (applicable to Equipment Contractors only) shall mean the certificate issued after completion tests which satisfy the Engineer that the equipment and its performance fulfill the requirements of the Contract.
- (j) "Construction Completion Certificate": shall mean the certificate issued by the Engineer certifying that performance of the Contract, (except maintenance and the correction of faulty materials, workmanship, and omissions) has been completed.
- (k) "Final Acceptance Certificate": shall mean the certificate issued by the Engineer at the end of the warranty period certifying the performance of the Contract, including maintenance the correction of faulty materials and workmanship, has been completed.
- (l) "Field Order" is a written communication by the Engineer issued for the purpose of firstly, advising whether the Work or any part thereof conforms to plans and specifications and secondly, advising of any pending changes to the work.

**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

- (m) "Extra Work Order" is a written directive to the Contractor by the Owner or the Engineer on the Owner's behalf instructing the Contractor to perform or supply materials not otherwise provided for in the Contract for an amount determined in accordance with these General Conditions.

**Clause 2      Contract Documents**

The Contract Documents are complementary and what is called for on one shall be as binding as if called for by all. The intention of the Contract Documents is to include all labour and material, equipment, superintendence and transportation necessary for the proper performance of the work. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

Should there be any conflict between the drawings and the Contract Documents, the Contractor shall notify the Engineer. The Engineer's decision on questions arising under the Contract Documents or the interpretation of the Specifications and Drawing shall govern.

Where a conflict arises between the provisions of the Contract Documents, the provisions of the documents shall take precedence and govern in the following order:

1. Contract Agreement
2. Addendum
3. Special Provisions
4. General Conditions
5. Drawings
6. Tender Form
7. Specifications
8. Instructions to Bidders

Drawings of a larger scale take precedence over drawings of a smaller scale; and figured dimensions take precedence over scaled dimensions. Drawings of a later date supersede drawings of an earlier date.

**Clause 3      Detailed Drawings and Instructions**

The Engineer shall furnish, as necessary for the performance of the work, additional instructions by means of drawings or their media; and the Contractor shall perform the Work in accordance with such instructions.

**Clause 4      Drawings and Specifications Furnished**

The Engineer shall furnish to the Contractor one (1) copy of the executed Contract Documents and five (5) copies of drawings and specifications at no charge to the Contractor.

**Clause 5      Ownership of Documents**

All drawings, specifications and copies thereof and all models and other information media

**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

furnished by the Engineer shall not be re-used, and with the exception of the executed documents, are to be returned to the Engineer at the completion of the Work. Any models furnished by the Contractor or the Owner are the property of the Owner.

**Clause 6      Shop Drawings**

The Contractor shall furnish to the Engineer, at proper times, four (4) copies of all shop and setting drawings or diagrams which the Engineer may deem necessary in order to make clear the Work intended or to show its relation to adjacent Work of other trades. The Contractor shall make any changes in such drawings or diagrams which the Engineer may require consistent with the Contract, and shall submit four (4) copies of the revised prints to the Engineer, one of which shall be returned to the Contractor and the others retained by the Engineer. When submitting such shop and setting drawings, the Contractor shall notify the Engineer in writing of changes made therein to the Engineer's drawings or specifications. The Engineer's examination of such drawings or of the revised drawings shall not relieve the Contractor from responsibility for errors made by the Contractor therein or for changes made from the Engineer's drawings or specifications. Where errors or omissions are discovered later, they must be accordingly made good by the Contractor, irrespective of any examination by the Engineer.

**Clause 7      Documents of the Work**

The Contractor shall keep one copy of all drawings and specifications on the site, in good order, available to the Engineer.

**Clause 8      Contractor to Check Plans and Data**

The Contractor shall verify all dimensions, quantities, and details shown on the drawings, supplementary drawings, schedules or other data received by the Engineer, and shall notify him of all errors, omissions, conflicts and discrepancies found herein. Failure to discover or correct errors, conflicts or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory Work, faulty construction or improper operation resulting therefrom. Full instructions will be furnished to the Contractor by the Engineer should such error or omission be reported by the Contractor to the Engineer. The Contractor shall assume all responsibility for the making of estimates of the size, kind and quantity of materials and equipment included in Work to be done under the Contract.

**Clause 9      Schedule of Work**

The Contractor, within seven (7) days, after receipt of the written notice of award shall submit to the Engineer a detailed work schedule showing the anticipated time of commencement and completion of each operation to be performed under this Contract.

The schedule once approved by the Engineer shall be adhered to by the Contractor.

If the Contractor fails to adhere to the approved progress schedule, he must promptly adopt such other or additional means and methods of construction that will make up for the time lost and will assure completion in accordance with such schedule.

If, at any time, before the commencement of during the progress of the Work, tools, plant or equipment appear to the Engineer to be inefficient, insufficient, or inappropriate to

**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

secure the quality of work required, or the proper rate of progress, the Engineer may order the Contractor to take such steps as may be necessary to increase the efficiency, to maintain the schedule, or to improve the quality of work, and the Contractor must conform to such order. The failure of the Engineer to demand such improvements shall not relieve the Contractor of his obligation to secure the quality of work and rate of progress necessary to complete the work within the time required by this Contract and to the satisfaction of the Owner.

**Clause 10     Engineer and Contractor**

It is understood and agreed that the Engineer acts under this Contract as the Engineer of the Owner; that neither the Engineer nor the Owner owes any duty either of superintendence or of supervision to the Contractor; and that the provisions of this Contract, these conditions and the specifications shall be construed accordingly.

Notwithstanding the foregoing, there shall be no duty on the Engineer to observe or discover defects in the Work, but only to rule on such matters as may be brought to the Engineer's notice or as the Engineer may observe. The Engineer will not be responsible for the acts or omissions of the Contractor, any Subcontractor, or any of their agents or employees, or any other persons performing any of the Work.

The Engineer is, in the first instance, the interpreter of the Contract and the judge of its performance; he shall use his power under the Contract to enforce its faithful performance by both the parties hereto and he shall favour neither the Owner nor the Contractor.

The Engineer may delegate to other persons any powers of the Engineer as the Engineer deems appropriate.

**Clause 11     Engineer's Decisions**

The Engineer shall decide on questions arising under the Contract Documents whether as to the performance of the Work or the interpretation of the specifications and drawings; but should the Contractor hold such decisions 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 Engineer before proceeding to carry them out. In the event of the Engineer and Contractor failing to agree as to such excess or error and the Engineer deciding such disputed Work should be carried out the Contractor shall act according to such decision, and any question of excess of cost due to the aforesaid cause may be resolved through the administrative review structure and further to that by implementing voluntary mediation in the manner hereinafter provide in Clause 67 and Clause 68.

**Clause 12     Laying Out of Work**

The Engineer or his Assistants will set all reference base lines, control points as to location, alignment, grades and elevations on the Works.

The Contractor shall give the Engineer ample advance notice of the time and place where

**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

such stakes will be needed. The Contractor shall protect, and shall not remove or destroy or permit to be removed or destroyed, the stakes or other marks placed on or about the said Works by the Engineer of his Assistants.

The Contractor must satisfy himself before commencing the Work as to the correctness and meaning of all stakes, measurements and marks. No claim will be allowed on account of alleged inaccuracies unless the Contractor notifies the Engineer thereof in writing in time for the Engineer to verify or check such stakes or marks before the Work is commenced.

The Contractor shall employ competent personnel to transfer all grades from references set out by the Engineer; they shall use such methods as straight edges, hand levels, stringlines, boning rods, batter boards, sight rails, etc., that will accurately achieve the transfer of the set out design grades and alignments as shown on the drawings.

The Contractor shall carefully preserve bench marks, reference points and stakes, and in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.

**Clause 13    Inspection of Work**

The Owner or the Engineer on his behalf, and their representatives and Local Municipality representatives, shall at all times have access to the Work or any part thereof and the Contractor shall provide proper facilities for such access and for inspection.

If the specifications, the Engineer's instructions, the laws, or the ordinances of any public authority require any Work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection, and if the inspection is by an authority other than the Engineer, of the date and time fixed for such inspection. Inspections by the Engineer shall be promptly made. If any such Work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination and made good at the Contractor's expense.

Re-examination of questioned Work may be ordered by the Engineer. If such Work be found in accordance with the Contract, the Owner shall pay the cost of re-examination and replacement. If such Work be found not in accordance with the Contract, the Contractor shall pay such cost.

**Clause 14    Work Stoppage**

The Engineer has authority to stop the progress of the Work whenever, in his opinion, such stoppage may be necessary to ensure its proper execution. If, during the progress of the Work, a situation arises which, in the opinion of the Engineer, affects or threatens the structure or adjoining property or the safety of life, the Engineer has the authority to stop work and to order changes made and further, to order, assess and award the cost of such work, whether extra to the Contract or otherwise, as he deems appropriate.

Notwithstanding the foregoing, the Contractor has the responsibility, if a situation arises which affects or threatens the structure or adjoining property or the safety of life, to stop work and make the necessary changes in the absence of the Engineer's knowledge or direction to the Contractor.



**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

**Clause 15    Protection of Public, Work and Property**

Notwithstanding anything in Clause 14 hereof the Contractor shall provide and maintain all necessary watchmen, barriers, fences, warning lights and signs and take all necessary precautions for the protection and safety of workmen and the public. All excavation or obstructions shall be clearly marked between sunset and sunrise with warning flares or lights. Should any of the Contractor's work cause interference with any existing public road, the Contractor shall provide and maintain necessary detour roads and shall post such signs, warnings and protection as may be required for public convenience and safety.

When the Work involves Work in streets, lanes, boulevards or sidewalks, the Contractor shall erect at the commencement of the Work and shall maintain during the entire period of such Work, portable or other signs, showing the name of the Contractor and the nature of the Work being done by the Contractor. The Contractor shall provide such number of signs as may be required by the Engineer, and as outlined in the specifications.

The Contractor shall continuously maintain adequate protection of all Work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. He shall make good any damage, injury or loss to his Work and to the property of the Owner, except such as may be directly due to errors in the Contract Documents, or caused by agents or employees of the Owner. He shall adequately protect adjacent private and public property, as provided by law and the Contract Documents.

**Clause 16    Superintendence**

A competent Superintendent or Foreman shall be kept on the job by the Contractor at all times during all working hours. He shall be the executive representative of the Contractor authorized to receive and fulfill instructions from the Engineer, and shall supervise and direct the construction, but this clause shall not relieve the Contractor from the duty of personally superintending the Work.

The Superintendent shall be well-skilled in the type of work being undertaken, and he and his assistants shall all be satisfactory to the Engineer.

Any Order, Notice Direction by Field Order or other communications given to the Contractor under any of the provisions of this Contract shall be sufficiently given if delivered to the Contractor personally, or to his Superintendent, or left at the Contractor's office, or mailed at any post office to the Contractor or Superintendent, addressed to the address mentioned in the Contract, or to the Contractor's last known place of business or residence.

The Engineer may give advice to the Contractor or Superintendent verbally, or in writing by means of a Field Order. Verbal advice will be confirmed in writing at the request of the Contractor or Superintendent. Important advice shall be confirmed in writing by the Engineer's Head Office if requested by the Contractor. All written advice shall be acknowledged in writing by the Contractor.

If the Engineer does not give any direction, instruction, or order with respect to work, or any part thereof, the Contractor shall not thereby be relieved of any responsibility under the

**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

Contract.

The Contractor shall not change the Superintendent, except with the consent of the Engineer, unless the Superintendent proves to be unsatisfactory to the Contractor, or ceases to be in his employ, or is unsatisfactory to the Engineer.

If the Superintendent or any of his assistants ceases to be satisfactory to the Engineer, the Contractor shall remove that person from the Work upon receiving a written request from the Engineer to do so.

**Clause 17    Employees**

The Contractor shall not employ on the Work any unfit person or anyone not skilled in the work assigned to him. Being under the influence of, or in the possession or use of, intoxicating beverages or drugs on the Work shall be sufficient reason to declare an employee as unfit.

**Clause 18    Indemnity and Damage Claims**

The Contractor shall indemnify and save the Owner, the Engineer, the Subconsultants of the Owner and the Subconsultants of the Engineer and the Local Municipality, harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labour and materials furnished by the Contractor, its Subcontractors, material-men or suppliers under this Contract.

The Contractor shall defend, indemnify and save harmless the Owner, his officers, agents, servants, employees, the Engineer and the Local Municipality against and from all suits, losses, demands, payments, actions, recoveries, judgements and costs of every kind and description and from all damages to which the Owner or any of his officers, agents, servants and employees may be subjected by reason of injury to the person or property of other resulting from performance of the Contract, or through any improper or defective machinery, equipment, implements or appliances used by the Contractor on the Contract, or through any act or omission on the part of the Contractor or his agents, employees or servants. The Contractor shall defend, indemnify and save harmless the Owner, his officers, agents, servants and employees, his Engineer and the Local Municipality from all suits and actions of any kind or character whatsoever which may be brought or instituted by any Subcontractor, material supplier or labourer who has performed work or furnished materials in or about the Work or on account of any claims or amount recovered for infringement of patent, trademark or copyright.

The Contractor agrees to indemnify and save harmless from and against any loss, damage or expense, either direct or indirect, to which the Owner, the Engineer or the Local Municipality may be subjected by reason of any act or omission of the Contractor in the performance of the Work.

**Clause 19    Liens**

The Contractor shall promptly and satisfactorily settle all claims and remove liens from the

**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

property for labour performed and supplies or materials furnished in connection with the Work, and the Owner shall have the right to hold all sums due or to become due to the Contractor, without interest, until satisfactory evidence is furnished to the Owner that all claims and liens have been settled and released. In the event that the Contractor fails or refuses to promptly and satisfactorily settle any such claim, the Owner shall, without limiting any other remedy it may have, after notifying the Contractor in writing, have the right to settle such claims for the Contractor and deduct the amount thereof from the contract price.

**Clause 20    Land by Contractor**

The Contractor shall make all arrangements with adjoining land owners or occupants for the use of any land required by him for campsites, temporary storage sites, or work space. He shall pay all rentals and all damages caused by such occupancy and shall, before final payment, furnish good and sufficient releases by the owners of such land or premises.

**Clause 21    Work Site**

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

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

The Contractor shall enforce the Engineer's instructions regarding signs, advertisements, fires, smoking and the storage of inflammable material.

**Clause 22    Assignment of Contract**

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due to him hereunder, except to a bank or financial institution acceptable to the Owner.

**Clause 23    Subcontractors**

The Contractor shall notify the Engineer in writing at the time of tendering of the names of Subcontractors proposed for the principal parts of the Work and for such other part of the Work as the Engineer may direct and shall not employ any to whom the Engineer may reasonably object.

If the change of any name on such list is required by the Engineer, and the Work has to be awarded to a higher bidder, the Contract Prices shall be increased by the difference between the two bids.

The Engineer shall, on request, furnish to any Subcontractor wherever practicable, evidence of the amounts certified as payable on the Subcontractor's account.

The Contractor shall be held as fully responsible to the Owner for the acts and omissions of his Subcontractors and of persons directly or indirectly employed by them, as for the acts and omissions of persons directly employed by him.

**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

In view of his responsibility for the acts and omissions of his Subcontractors, the Contractor shall not be obliged to hire, as a Subcontractor, any person or firm to whom he reasonably objects.

Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the Owner.

The Contractor agrees to bind every Subcontractor by the terms of the Contract Documents as far as is applicable to his work.

**Clause 24 Contractor's Right to Stop Work or Terminate Contract**

If the Owner shall fail to pay to the Contractor within sixty (60) days of its maturing and presentation, any sum certified by the Engineer or awarded by arbitrators, then the Contractor may, upon seven (7) days written notice to the Owner and the Engineer, stop work or terminate this Contract and recover from the Owner payment for all work done.

**Clause 25 Access**

The Contractor shall provide and maintain access to all public and private property and, at the completion of the Work, shall restore all access to its original state.

**Clause 26 Lands by Owner**

Lands for the works will be arranged for by the Owner and the Contractor shall have free use of these lands for the purposes necessary or incidental to this Contract, always subject however, to regulations and restrictions which may be issued from time to time by the Engineer. Any such use shall not, however, interfere with, nor impede the operations of, any other contractor or workman employed by the Owner. The Contractor shall be responsible for providing and maintaining access roads to the Work.

**Clause 27 Separate Contracts**

The Owner reserves the right to let other contracts in connection with the undertaking of which the Work is a part and the Contractor shall connect properly and coordinate his Work with that of other contractors. If any part of the Contractor's Work depends for its proper execution or results upon the Work of another contractor, the Contractor shall in writing report promptly to the Engineer any defects in the Work of such other contractors as may interfere with the proper execution of the Contractor's Work. Should the Contractor fail to inspect and report, he shall have no claim against the Owner by reason of the defective or unfinished Work of any other contractor except as to latent defects not reasonably noticeable at the time of the commencement of the Contractor's Work.

**Clause 28 Owner's Right to Terminate Contract**

If the Contractor, without reasonable cause:-

**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

- (a) Suspends the Work under the Contract before completion;
- (b) Fails to commence work under the Contract within the time specified;
- (c) Fails to proceed with the Work under the Contract with reasonable diligence; or with sufficient workmen or equipment, or with sufficient and suitable materials;
- (d) Refuses to comply with a notice in writing from the Engineer or Owner requiring him to remove defective Work or improper materials and by such refusal the Work is materially affected; or
- (e) Fails to pay promptly its creditors for labour, services, equipment, supplies, and materials used or reasonably required for use on or in the Work under the Contract;

Or if the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency;

Or if the Contractor persistently disregards laws, ordinances or the instructions of the Engineer, or otherwise be guilty of a substantial violation of the provisions of the Contract;

Then the Contractor shall be deemed to be in default of his Contract.

A Contractor who is in default of his Contract may be given notice by registered mail by the Engineer or Owner, setting out such default and the Contractor shall within forty-eight (48) hours of receipt of such notice proceed to remedy or rectify such default.

If, after a period of six (6) days of the notice from the Engineer or Owner, the Contractor fails to remedy or rectify such default, then the Owner, without prejudice to any other right or remedy may terminate the employment of the Contractor, and undertake to complete the Work himself.

If the unpaid balance of the amount due under the Contract shall exceed the expense of finishing the Work including compensation to the Engineer for his additional services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor or his surety shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, shall be certified by the Engineer.

The termination of the Contract shall not operate so as to relieve or discharge the Contractor of any obligation or liability with respect to any portion of the Work completed prior to the time of the Contractor's termination, including without limiting the generality of the foregoing any liability arising prior to the issuance of a Final Acceptance Certificate by the Engineer.

**Clause 29    Owner's Right to do Work**

Notwithstanding any other provision of these General Conditions if the Contractor should neglect to carry out the Work properly or fail to perform any provision of this Contract, the

**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

Owner may, after six (6) days written notice to the Contractor, without prejudice to any other remedy the Owner may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor, provided however, that the Engineer shall approve both such action and the amount charged to the Contractor.

**Clause 30 Oral Agreement**

Oral agreements shall not be binding unless consummated in writing.

**Clause 31 Non-Waiver**

The waiver by the Owner or the Engineer of the strict performance of any term or condition of the Contract shall not of itself constitute a waiver of or abrogate the term or condition, nor be a waiver of any subsequent breach of the same or any other term or condition of the Contract.

**Clause 32 Notice of Award**

A notice of Award will be issued to the successful bidder by the Owner. The Notice of Award is not a notice to commence work. Within seven (7) days of issuance of the Notice of Award the Contractor must:

- (a) sign the Contract Agreement, returning one copy to the Engineer.
- (b) deposit with the Engineer the Performance and the Labour and Materials Payment Bonds.
- (c) deposit with the Engineer Certificates of Insurance.
- (d) provide the Engineer with a detailed work schedule.

**Clause 33 Notice to Proceed**

A notice to Proceed will be issued to the Contractor by the Owner after the Contract Agreement has been signed by both parties and the information requested in Clause 32 has been submitted to the Engineer. The Contractor will commence work within seven (7) days of issuance of the Notice to Proceed.

**Clause 34 Bonds**

The Contractor shall provide unless waived by the Owner in writing a Performance Bond, covering the faithful performance of the Contract including the corrections during the warranty period, and the payment of all obligations arising under the Contract, in such form and with such sureties as specified in the Instruction to Bidders.

The Contractor shall provide unless waived by the Owner in writing a Labour and Materials Payment Bond, covering the payment for all labour and material used or reasonably required in the performance of the Contract, in such form and with such sureties as

**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

specified in the Instructions to Bidders.

**Clause 35    Patents and Royalties**

The Contractor shall pay all royalties and licence fees and shall save the Owner harmless from loss on account of suits or claims for infringement of patents in the doing of the Work.

**Clause 36    Permits, Notices, Laws and Rules**

The Contractor shall obtain and pay for all necessary permits or licenses required for the execution of the Work (but this shall not include the obtaining of permanent easements or rights of servitude). The Work shall be carried out in strict compliance with all Federal, Provincial, and local rules, regulations, statutes, ordinances or building codes.

The Contractor shall give all necessary notices and pay all fees required by law and comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of the public health and safety. The Contractor shall be responsible for the safety of all workmen and equipment on the project in accordance with all applicable safety legislation passed by federal, provincial and local authorities governing construction safety.

The Contractor shall notify the Workers' Compensation Board in writing of the nature and location of the Work prior to commencement of construction. A copy of the correspondence shall be sent to the Engineer.

When explosives are used, the Contractor shall be responsible for the handling, storage and transportation in accordance with the applicable Federal, Provincial and/or Municipal Laws.

**Clause 37    Utility Companies**

- (a) The Contractor shall make all arrangements with the officials of the appropriate utility companies or other authorities for any alteration required in these Works as to removal, relocation or adjustment of any pipelines, conduits, cables, poles, structures or appurtenances thereto. The Contractor shall give ample time and notice prior to his requirement for such alterations in a particular area of the Works; he shall notify the appropriate utility officials of such requirements.

The actual method of performing a particular alteration shall be the responsibility of the utility company or other authority, who shall either perform the work or have it performed under their direct and constant supervision and control.

- (b) The Contractor shall deposit with the Engineer, a letter or letters, from the appropriate authority of the utility or utilities involved, stating that the Contractor has made satisfactory arrangements with the utility organization for the location, protection and inspection of the utility involved. Moving of transit wires, rerouting or putting on buses to accommodate the construction will be arranged with the Transit System by the Contractor. He shall be responsible for any costs incurred in the process.
- (c) The Contractor shall indemnify and save harmless the Owner, the Engineer and the Local Municipality of any such main, line, conduit or other such structure or utility for any loss or damage which may be suffered by any such owner because of damage to any such main, line, conduit, or other such structure or utility, in any way caused by

**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

the operation of the Contractor in the performance of this Contract.

The expenses incurred in determining the exact position of a utility shall be borne by the Contractor.

**Clause 38    Contractors Liability Insurance**

The Contractor shall maintain such insurance or pay such assessments as will protect himself, his Subcontractors and the Owner, the Engineer and Subconsultants of the Owner or the Engineer and the Local Municipality from claim for bodily injuries, death or property damage which may arise from operations under this Contract, whether such operations are carried out by himself or by any Subcontractor or anyone employed by them directly or indirectly. The policy of insurance provided for in this clause shall name the project for which it is given and shall specifically include the Contractor, its Subcontractors, the Owner, the Engineer and the Local Municipality as insured parties.

The following insurance policies or protection are required unless otherwise set out in the Instructions to Bidders or Special Provisions to this Contract.

- (a) Statutory Workers' Compensation - as required by law
- (b) Contractor's Public Liability and Property Damage Occurrence Coverage Endorsement
  - (i) Bodily Injury:
    - Inclusive limits not less than \$ 2,000,000.00
  - (ii) Property Damage:
    - Each Occurrence - \$ 2,000,000.00
- (c) Vehicle Public Liability and Property Damage (Owned and Non-Owned)
  - (i) Bodily Injury and Property Damage:
    - Inclusive limits not less than \$ 2,000,000.00

Certificates of such insurance shall be filed with the Owner and the Engineer prior to commencement of Work. Such insurance policies shall be maintained until the Engineer certifies that the Work is complete. If the Contractor has to return to the site of the Work for the purpose of repairing defects in material or workmanship, he shall again be required to secure and maintain the preceding insurance policies. No changes or cancellations of the above policies during the period required under this Contract shall be made without thirty (30) days prior written notice being given by the insurer to all named insured parties.

If the nature of the work warrants, the Contractor shall provide fire insurance in a form acceptable to the Owner.

If the Contractor fails to maintain in force the required insurance, the Owner, after giving reasonable notice, may do so himself and deduct the amount paid as premiums from



**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

money due the Contractor, or require it as a debt due from the Contractor.

**Clause 39 Compliance with Workers' Compensation Regulations**

The Contractor shall ensure compliance on his part and on the part of all his Subcontractors with the Workers' Compensation Act and any regulations thereunder, especially provisions of said Act or of regulations under said Act having to do with the prevention of accidents, the prevention of diseases and the provision of safe working conditions including proper sanitation and ventilation.

In any case where, pursuant to the provisions of the Workers' Compensation Act, the Workers' Compensation Board orders the Contractor or one of his Subcontractors in respect of their operations under this agreement to cease operations because of the failure to install or adopt safety devices or appliances directed by order of the said Board, or required under said Act or regulations thereunder or because said Board is of the opinion that conditions of immediate danger exist that would be likely to result in injury to any person, or because of lack of payment of an account due to the Board, the Owner on twenty-four (24) hours written notice from the Engineer to the Contractor may terminate this Agreement.

In the event of termination as herein provided, the provisions of Clause 28 in these Conditions with respect to completion of the Work, costs of completion, and certification by the Engineer of expense incurred shall apply.

**Clause 40 Taxes and Duties**

Sales tax shall supplement all material and equipment for the Work of this Contract, except where noted otherwise in the Drawings and Specifications. The Contractor shall include any and all taxes applicable to the Work in his tendered price.

When government regulations permit a saving in sales tax on certain materials, this saving will accrue to the Owner.

Therefore, it will be required by the Contractor to submit all invoices for materials (applicable to the sales tax redemption), complete with required sales tax redemption forms for review by the Engineer and then submission to the Owner for processing. This submission must be completed within thirty-five (35) days of the project construction completion certificate date.

**Clause 41 Notice of Accident**

In the event of any accident by or related to the Work being carried out under this Contract, the Contractor shall, in addition to compliance with provincial or local regulations, submit to the Engineer within two (2) days of its occurrence a full and complete written report of the accident, including names of persons involved, nature and character of injury and property damage.

**Clause 42 Materials - Labour**

**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labour, superintendence, water, temporary lighting, power and heating tools, equipment, transportation and other facilities necessary for the execution and completion of the Work.

All materials, unless otherwise specified, shall be new material.

The Contractor shall be responsible for the care and protection of all material and equipment supplied by the Owner from the time of accepting them until the completion of the Contract.

**Clause 43    Materials Storage**

The Contractor shall store all materials provided for the Work either by himself or the Owner. Material shall be stored so as to prevent deterioration.

**Clause 44    Demurrage and Damages**

If the Owner does not supply materials, the Contractor will be responsible for the prompt loading, unloading and delivery of materials for the Work and will be held responsible for any and all demurrage and storage charges arising therefrom and for any claims arising out of damage to railway company property or equipment. In the event of such demurrage or damage claims being paid by the Owner, the amount so paid shall be deducted from the earnings of the Contractor.

**Clause 45    Samples of Materials**

The Contractor shall furnish for the Engineer's approval such material tests and mix designs as the Engineer may reasonably require. The materials incorporated in the Work shall be in accordance with approved material tests and mix designs. The Contractor shall bear all costs incurred in proving the suitability of materials, providing such tests of suitability are expressly identified in the Contract.

**Clause 46    Alternative Material or Equipment**

Where the drawings or specifications stipulate that a particular kind or make of material or equipment shall be used, and allow for an equal material or equipment to be substituted therefor, no such substitution may be made unless the Engineer has, five (5) days prior to the date on which tenders close, given written approval for such substitution.

When a request to substitute allegedly equal material or equipment is made to the Engineer, the Engineer may approve the substitution as an equal. If an item is approved as an equal, the Contractor may use that item in place of the specified item.

Detailed plans and specifications of the proposed equal shall be submitted to the office of the Engineer in advance of the five (5) day notice period hereinbefore referred to and, unless written permission is given for use of the proposed equal, the proposed equal will not be included in this Contract. In determining whether to allow the substitution of the proposed equal, the Engineer is entitled to rely on any plans, specifications or similar information concerning the proposed equal supplied to the Engineer and the Engineer will not be obliged to undertake independent inquiries, investigations or tests with respect to the suitability of the proposed equal and the Contractor holds the Engineer and the Owner harmless in respect of any and all inadequacies of any material or equipment approved as

**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

an equal to the originally specified item.

In the submission requesting the substitution of equals for the items of material or equipment mentioned in the specifications, the Contractor shall, in his tender, make consideration for any changes required in the Work to accommodate such equals. A claim by the Contractor for an addition to the Contract Sum because of changes in the Work necessitated by the use of equals will not be considered.

At any time during the course of construction of the Work, the Engineer may, by Extra Work Order authorize or require the Contractor to use alternative material or equipment in carrying out the Work. If the cost of performing the Work using approved alternative material or equipment is less than the cost of carrying out the Work using the material or equipment contained in the drawings or specifications, the Contract price shall be reduced accordingly.

**Clause 47    Rejected Work and Materials**

The Contractor shall promptly remove from the premises all materials condemned by the Engineer as failing to conform to the Contract, whether incorporated in the Work or not, and the Contractor shall promptly replace and re-execute his own Work in accordance with the Contract without expense to the Owner and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned materials or Work within the time fixed by written notice, the Owner may remove them and may store such materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within five (5) days thereafter, the Owner may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

**Clause 48    Cleaning Up**

The Contractor shall at all times keep the premises from accumulations of waste material or rubbish caused by his employees or work, and at the completion of the Work he shall remove all his rubbish from and about the Work and all his tools, scaffolding and surplus materials and shall leave his work "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the Owner may remove the rubbish and charge the cost to the several contractors as the Engineer shall determine to be just.

**Clause 49    Sanitary Regulations**

The Contractor shall prohibit and prevent the committing of nuisances on the site of the Work, or an adjoining property, and shall discharge any employee who commits a nuisance.

Ample washroom and toilet facilities and a drinking water supply shall be furnished and maintained by the Contractor for the use of his employees and the Engineer's staff on the job site.

**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

**Clause 50 Existing Structures**

The responsibility for determining the exact location and elevation of utilities or other structures existing on the site designated for the carrying out of the Work is the sole responsibility of the Contractor and it is understood and agreed that the exact location and elevation of any utilities or other structures existing on the site shown on the Contract Drawings are not guaranteed and that the Contract Drawings do not necessarily disclose all the utilities or other structures on the said site.

Any expenses incurred in locating utilities or other existing structures on the Work site, whether disclosed in the Contract Drawings or not, shall be borne exclusively by the Contractor. The Contractor shall save harmless the Owner and the Engineer any liability, damages, costs or other claims arising out of the existence of utilities or other structures existing on the site out of the Work whether disclosed in the Contract Drawings or not.

**Clause 51 Employment**

The Contractor shall, in the performance of this Contract, give first preference to the employment of persons residing locally for a period of twelve (12) months preceding the date of the award of Tender for this Contract.

**Clause 52 Changes in the Work**

The Owner, or the Engineer without invalidating the Contract, may make changes by altering, adding to, or deducting from the Work, the Contract Sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claim for extension or reduction of time caused thereby shall be adjusted at the time of ordering such change.

In giving instructions, the Engineer shall have the authority to make minor changes in the Work not inconsistent with the purpose of the Contract. No change or extra work shall be made unless in pursuance of a Written Order from the Engineer, and no claim for an addition to or deduction from the Contract Sum shall be valid unless so ordered and at the same time valued or agreed to be valued.

Prior to a change in the Work the Engineer will issue a "Bulletin" informing the Contractor of the pending change. After the change in the Work has been completed the Engineer will issue a "Change Order" setting forth the authorized amount by which the Contract Sum is to be altered.

**Clause 53 Extra Work**

Unless otherwise specifically agreed to in writing, the value of any Extra Work shall be determined in one or more of the following ways:

- (a) By unit prices provided in the Tender Form and, in particular, but without affecting the generality of the foregoing:

**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

- (i) for equipment - the unit rate as per the Tender Form multiplied by the number of hours worked. In the event equipment is used for which there is no unit rate, current local rates will prevail;
  - (ii) for material - the costs of all materials based on the unit price as per the Tender Form. In the event material is used for which there is no unit price, then the actual price of materials used as per material invoices;
  - (iii) for labour - the unit rates as per the Tender Form multiplied by the number of hours worked. The unit rates for labour shall include the cost of Worker's Compensation, Unemployment Insurance, Holiday Pay and Overhead and Profit;
- (b) By unit prices agreed upon;
  - (c) By estimate and acceptance of a lump sum;
  - (d) By cost and percentage or by cost and a fixed fee;
  - (e) If none of the above methods can be agreed upon, such value shall be determined by review through an administrative review structure and further to that by implementing voluntary mediation on the manner hereinafter provided in Clause 67 and Clause 68.

In case of Extra Work to be paid for under methods (d) and (e) above, the Contractor shall keep and present in such form as the Engineer may direct, a correct account of the net cost of labour and materials, together with vouchers. In any case, the Engineer shall certify the amount, including a reasonable profit, due to the Contractor.

No payment on account of Extra Work shall be made until the value thereof shall have been determined as herein provided.

**Clause 54 Force Majeure**

The performance of any of the obligations of either party hereunder may be delayed or suspended at any time while, but only so long as, such party is hindered in or prevented from performance by act of God or the Queen's enemies, war, riot, accident, strike, lockout, labour disturbances, shortage of labour, operation of law, fire or any other cause, excepting financial, whether similar or dissimilar, beyond the reasonable control of such party; but neither shall be required to settle any labour dispute or make any agreement affecting labour which in its judgement, is not compatible with its best interests.

Neither party shall be deemed to be in default in performance of any of its obligations while and so long as performance thereof shall be in violation of or in conflict with any law, order, rule or regulation of any civil or military agency or authority, whether or not such laws, order, rule or regulation is valid, while the same is, or purports to be, in force; provided that upon such a law, order, rule or regulation being finally declared invalid by a court of competent jurisdiction, the party shall be no longer excused.

**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

**Clause 55    Extension of Time**

If the Contractor be delayed in the completion of the Work by the Owner or Engineer, or of any employee of either, or by any other contractor employed by the Owner or by changes ordered in the Work, or by strikes, lockouts, fire, unusual delay by common carriers, or unavoidable casualties or by any other cause of any kind whatsoever beyond the Contractor's control, then the time of completion shall be extended for a period of time equal to the time lost due to such delays or such reasonable time as the Engineer may decide.

No such extension shall be made for delay occurring more than seven (7) days before claim therefor is made in writing to the Engineer, provided however, that in the case of a continuing cause of delay, only one claim shall be necessary. The Engineer will record the period of such delays and will advise the Owner and Contractor in writing of the extent of such delays.

The Contractor, whenever he considers that by the terms of this Contract he is entitled to an extension of time for the completion of the whole or a portion of the Work, for any cause beyond the Contractor's control, other than financial, shall forthwith make application in writing to the Engineer for such extension specifying definitely in his application the grounds on which he claims. The Engineer, upon receipt of the written claim, should fully and fairly consider it, and fix an extension period (if any) as in the Engineer's sole discretion is fair and reasonable in the circumstances. The Engineer shall have no authority to consider extension of time for delays due to causes within the Contractor's control. Failure or neglect on the part of the Contractor to make application for an extension of time as herein provided within seven (7) days of the occurrence of the delay will constitute a waiver by the Contractor of any right to such extension of time.

In the event that, as a result of a delay resulting in the granting of an extension of time hereinbefore provided, the unit rate for labour increased as a result of provisions of a collective agreement pertaining to labour employed by the Contractor in respect of the Work, then the Contractor shall be entitled to be compensated for the increase in labour rates for the period of time extension granted hereunder. Other than the right to claim an extension of time as provided herein and be compensated for an increase (if any) in the unit rate for labour as hereinbefore provided, the Contractor shall not have or make any claim or demand or bring any action, suit or petition against the Owner or Engineer for any damages, costs, expenses, loss of profits or any other loss whatsoever what the Contractor may sustain by reason of any delay or delays, from whatever cause, arising in the progress in the Work.

The Engineer shall not, except by written notice to the Contractor stop or delay any part of the main contract Work pending decisions or proposed changes either by the Engineer or Owner.

**Clause 56    Failure to Complete on Time**

If the Contractor fails to complete the Work within the time required, the Owner shall be entitled to deduct from any payments due to the Contractor the additional costs incurred through the provision of additional engineering services. The exercise of this option does not preclude the Owner from other rights and recourses he may have under the terms of the Contract or otherwise.

**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

**Clause 57    Owners Right to Occupy**

The Owner reserves the right to occupy or use any portion of the project that is substantially completed with the distinct understanding that such occupancy or use shall in no way constitute acceptance of the Work in whole or in part hereof, or of any Work performed under the Contract and provided further that such occupancy or use the Owner shall not interfere with the uncompleted Work.

**Clause 58    Progress Payment Certificates**

All progress payments will be prepared by the Engineer on a monthly basis. Payments will be calculated on the basis of the actual work completed at the unit prices tendered for the Work together with Extra Work valued as provided in these General Conditions. In the case of a lump sum price, payments will be calculated on the percentage of work completed.

Progress payment shall show the value of work completed during the previous month less 10% holdback and any adjustments to the previous progress payments. In addition, the progress payment will show the aggregate of previous payments.

Except in the case of the Final Progress Payment, the payment due for the previous month's work shall become due and payable to the Contractor within thirty (30) days following certification of the progress payment by the Engineer.

**Clause 59    Measurement of Quantities**

The quantities of Work performed will be computed by the Engineer on the basis of measurements taken by the Engineer or his assistants and these measurements shall be final and binding.

**Clause 60    Payment Withheld**

On the basis of evidence satisfactory to the Engineer, the Owner may withhold, from the whole or part of any progress payment, an amount as may, in the Engineer's opinion, be necessary to protect the Owner from loss on account of:

- (i)        The Contractor not making satisfactory progress in the opinion of the Engineer.
- (ii)       Defective Work not remedied.
- (iii)      Claims filed or reasonable evidence in the opinion of the Owner indicating probable filing of claims.
- (iv)      Evidence of failure of the Contractor to make payments properly to subcontractors or for materials or for labour.
- (v)        Damage to another contractor.

**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

**Clause 61    Deductions for Uncorrected Work**

If, in the opinion of the Engineer, it is not expedient to correct defective Work or Work not done in accordance with the Contract Documents, the Owner may deduct from the contract price, the actual or estimated cost of correcting the defective work, the amount of which shall be determined in the first instance by the Engineer. Any reduction of payment to the Contractor under this clause shall in no way relieve the Contractor from full liability under the Contract.

**Clause 62    Completion and Acceptance**

The Contractor, upon completion of the Work, shall request an inspection in writing, by the Engineer.

The Owner, subject to his acceptance of the Engineer's recommendation regarding the inspection and the issuance of a Construction Completion Certificate from the municipality, shall issue a Construction Completion Certificate. The Engineer will make his recommendations after:

- (a) inspection and correction by the Contractor of deficiencies.
- (b) submission to the Engineer by the Contractor of a written declaration that all claims and demands of the Contractor have been presented to the Engineer.

**Clause 63    Final Progress Payment**

The Engineer will prepare the Final Progress Payment following completion and acceptance of the Work and review of quantities, claims and demands by the Contractor for extra work and unclassified work. The Final Progress Payment will represent the total amount due the Contractor for the completed works less 10% holdback.

**Clause 64    Release of Holdback**

The holdback will be paid to the Contractor at a date not prior to forty-five (45) days after issuance of the Construction Completion Certificate and the following:

- (a) the Contractor furnishing the Engineer with a statutory declaration dated not before forty-five (45) days after the date of the Construction Completion Certificate stating that all materials, labour, work and services incurred have been paid for by the Contractor;
- (b) the Contractor furnishing the federal tax rebate forms and invoices to the Engineer;
- (c) the Workers' Compensation Board filing with the Engineer a certificate that all assessments due the Board by the Contractor have been paid;
- (d) A full and complete statutory declaration, in form suitable to the Owner, by a responsible officer of each supplier, material-man and subcontractor of the Contractor acceptable to the Owner, reciting the names of all its suppliers, material-men and subcontractors, to the effect that:



**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

- (i) Its suppliers, material-men and subcontractors have been paid in full for all work done and all materials supplied in connection with the performance of the Work;
- (ii) It has been paid in full by the Contractor for all work done and materials supplied in connection with the performance of the Work; and
- (iii) All persons who have performed any work or service for it, have been paid in full for all work or service done in connection with the performance of the Work.

**Clause 65    Warranty Period**

Neither the Construction Completion Certificate nor payment thereunder nor any provision in the Contract Documents shall relieve the Contractor from any responsibility for faulty materials, workmanship and/or omissions which appear within a period of two years from the date of completion of all outstanding deficiencies, including those outlined in the Construction Completion Certificate (if any), and the Contractor shall remedy at his own expense, without delay and in a manner satisfactory to the Engineer, any failure of any part of the Work due to faulty materials, omissions, construction or installation, or the failure of any equipment to perform satisfactorily all the work put upon it by the limits of the Contract Documents, and further shall make good any damage to any part of the Work caused by such failure.

- (a) Where defects occur during the warranty period, the Owner shall give notice of observed defects as promptly as possible and the Contractor shall, within seven (7) days of receiving such notice, reach an agreement acceptable to the Owner for correction of such defects.

If the Contractor, after seven (7) days of receiving such notice, fails from any cause to reach an agreement acceptable to the Owner for the correction of defects, the Engineer may, after giving fifteen (15) days' notice by registered mail to the Contractor at his last known address, take all necessary steps to have the Work done by the Owner or by another contractor, and the cost of and incidental to, the doing of the said Work, shall be paid by the Contractor; and the Owner may, at his option, deduct such costs from any holdback that it may have, or it may recover the same from the Contractor and his sureties as monies paid for the Contractor at his request. The decision of the Engineer on the necessity and extent of the repairs and the nature thereof shall be final.

- (b) Notwithstanding expiration of the warranty period, the Contractor shall not be relieved of correcting any observed defects until the issuance of a Final Acceptance Certificate. It shall be the Contractor's responsibility immediately prior to the expiration of the warranty period or upon correction of the observed defects, if these defects have not been corrected during the warranty period, to request a joint inspection of the Works.

Notwithstanding the provisions of this Clause, if any statute in the Province or Municipality where the Work is being performed creates a more extended liability for faulty materials or workmanship, then the provisions of such statute shall apply.

**Clause 66    Final Acceptance Certificate**

**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

Prior to the expiration of the warranty period, the Work will be inspected by the Engineer. After the correction of any deficiencies and the expiration of the warranty period, the Owner, subject to his acceptance of the Engineer's recommendations and the acceptance of the Local Municipality, shall issue a Final Acceptance Certificate; thereby releasing the Contractor from further obligations under the terms of the Contract.

**Clause 67    Disputes**

Where the Contractor considers that additional compensation is due for work or materials not clearly covered in the Contract or not paid for as extra work, or for any other cause, he shall notify the Engineer or his representative in writing of his intention to make a claim for additional compensation. This notification shall be given prior to completion of the work in dispute to enable the Engineer to undertake an accurate assessment of such work. In the event the claim for additional compensation is due to changed conditions resulting from orders issued by the Engineer, such notification shall be given within five days of the contractor's receipt of the order. If the contractor fails to provide this prior notification, no claim for additional compensation will be considered.

All claims for compensation adjustment shall be in writing and their resolution shall sequentially utilize the administrative review structure as follows:

1.    Project Manager
2.    Manager of Public Works/Environmental Services
3.    Owner

**Clause 68    Mediation**

Should a claim for compensation not be resolved through the administrative structure, voluntary mediation may be implemented when mutually agreed to by the Owner and the Contractor. The rules to be followed in the conduct of a mediation hearing, the number of mediators and their fees, the time and place of the hearing, the time to be allowed for written recommendations to be received from the mediators, and all other necessary procedural questions shall be agreed upon in advance by both parties to the Contract. Legal counsel shall not be used by either party at the mediation hearings unless mutually agreed to by the Engineer and the Contractor. Unless otherwise agreed, all costs of the mediation hearing, including the mediator's fee, transportation and living allowances, shall be divided equally between the Owner and the Contractor. The cost of witnesses appearing on behalf of the Contractor shall be borne by the Contractor, and the cost of witnesses appearing for the Owner shall be borne by the Owner. Costs incurred by the Owner or the Contractor in preparation for the mediation hearing will not be shared.

The recommendation of the mediator shall not be binding upon either party to the Contract. Upon receipt of such recommendation, the Engineer will inform the Contractor in writing of the extent to which the Engineer's previous decisions will be altered, if at all.

**END OF SECTION**

PART VI

SPECIAL PROVISIONS

---

**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

These Special Provisions are part of the Contract Documents and shall be read as part thereof. In the event of discrepancies or conflicts among the General Conditions, Specifications, Drawings and the Special Provisions, then the Special Provision shall govern as provided for by Clause 2 of the General Conditions.

**1. WARRANTY PERIOD**

The warranty period of two (2) years as stated in Clause 65 of the General Conditions shall be amended to one (1) year unless stated otherwise herein.

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. The warranty period shall commence on the date of final acceptance of the Work as determined by the Engineer.

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 Engineer 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 Engineer, the Engineer 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 Owner.

**2. QUALITY CONTROL**

The Engineer may at any time take samples, carry out testing and inspection of materials incorporated or being incorporated into the work. The Contractor shall without cost provide the Engineer with reasonable access to all parts of the work, assist in the inspection of the work, provide samples as requested by the Engineer and assist in the collection and preservation of the samples.

Such inspection shall not relieve the Contractor from any obligation to perform all the work strictly in accordance with the requirements of the contract.

Sample locations for routine quality testing will be randomly selected as far as it is practical to do so. This will not limit the Engineer from testing at any additional locations deemed necessary.

If required by the Engineer, faulty work shall be replaced at the Contractor's expense and shall be retested. The cost of the retesting shall be borne by the Contractor.

**3. INCIDENTAL WORK**

Incidental work shall be work or equipment required to install the work described in the Contract Documents but not listed as a separate item in the schedule of quantities on the

---

**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

tender form. Extra cost shall not be paid for incidental work and the Contractor shall allow for the cost of such work in the most appropriate item of work on the tender form.

Incidental work includes but is not necessarily limited to the following:

- 1) Restoration of all disturbed ground to its original condition or better;
- 2) Traffic signs, barriers with related work; (see item 6.);
- 3) Utility crossings with related work; (see item 7.)
- 4) Removal and replacement of existing fences and erecting temporary fences during construction;
- 5) Removal and disposal of debris such as trees, stumps, logs, deadfall, dams or other obstructions.

**4. SAFETY**

The Contractor shall, at all times, comply with Occupational Health and Safety regulations, and the Workers Compensation Act.

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 travelling through the site.

The Contractor shall be responsible for the supply of all signs and barricades including maintenance of the flashers, lights and any other warning devices for the protection of the travelling public. The cost of providing and maintaining all signs shall be borne by the Contractor.

(See Clause 36 of General Conditions of the Contract)

**5. TRAFFIC SIGNS BARRIERS AND CONTROL DEVICES**

The Contractor shall supply, erect and maintain traffic signs barriers, lights, traffic lights as required to protect the public from danger due to open excavations, trenches and other construction hazards and for the safe control of pedestrian and vehicular traffic affected by the works.

The Contractor shall supply signal men to direct traffic when required. All signs, barriers, lights and traffic lights shall be maintained in good working order and shall be clean. Signs and barriers shall be fully reflectorized.

Signs, barriers, lights and the supply of signal men shall conform to the requirements of the authority having jurisdiction or to these contract document which ever allows for the higher standard.

**6. UTILITY CROSSINGS**

It is the Contractor's responsibility to locate all underground and above ground utilities. The Contractor is responsible for the coordination of his work with the work of any utility company. The Contractor is responsible for the cost of repairing any gas line, telephone

**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

cable or any utility damaged as a result of construction. The Contractor is responsible for notifying all utility companies prior to crossing the utility with construction. Special equipment and extra superintendence may be required in working at utilities and shall be considered as incidental to the contract.

7. TEMPORARY DRAINAGE

Any work, if required, for temporary drainage or drainage diversion will be considered incidental to the Contract and no extra will be allowed for this work.

8. ACCESS TO SITE

The Contractor shall confirm the site limits with the Engineer prior to construction. The Contractor shall confine his men, equipment, materials, etc. to the designated site. The Contractor shall notify and confirm haul routes with respective Summer Villages.

Obtaining and preparation of an access to the site shall be the responsibility of the Contractor. No extra will be considered for this work. The Contractor shall negotiate, if required, for permission with individual landowners for access to site.

**Lakeshore Drive cannot be fully closed to local traffic during construction. Adequate and advance notice to the local residents will be required in the event a temporary closure is needed for construction. Such temporary closure to be kept at the minimum possible and preferably not more than two hours in any single event.**

9. HAULAGE ROUTES

Prior to construction, the Contractor shall outline for approval his hauling routes to the authority having jurisdiction. The Contractor shall keep his haul routes clean of lumps and clods of clay and debris deposited as a result of his operations.

10. ENVIRONMENTAL PROTECTION

11.1 General

The Contractor shall comply with the Alberta Department of Health regulations respecting dust and plant emission controls. Asphalt plant emissions shall not exceed the limits established by Alberta Environmental Protection. The Contractor shall maintain proper dust control during construction. If dust or emission controls are required, they shall be paid for by the Contractor.

The Contractor shall conduct his operations in accordance with the current legislation concerning pollution control, including the Environmental and Enhancement Act and other related legislation.

11.2 Dust Control

The Contractor shall control dust resulting from his operations to prevent a nuisance to the public or a hazard to traffic. If dust control cannot be achieved by simpler means the Contractor shall use a water truck equipped with a spray bar to apply water to keep dust down.

**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

**11.3    Control of Equipment**

The Contractor shall carefully control all equipment and work operations so that his operations do not extend beyond the designated working limits unless otherwise specifically authorized by the Engineer.

**11.    TIE-IN WITH EXISTING PAVEMENT/CONNECTING ROADS/DRIVEWAYS**

A smooth tie-in with connecting roads / driveways must be established. New asphalt overlay to be extended into connecting driveways/roads by 2.0m and sloped at the end to match existing elevations. Refer to the detail shown in Part VIII: Drawings.

**12.    FULL DEPTH STABILIZED PAVEMENT**

**12.1    General**

Stabilized asphalt pavement shall consist of the existing asphalt pavement, and any existing base course material. A uniform mixture of asphalt material, stabilizer and water, combined as hereinafter specified, is pulverized; shaped and compacted to specified dimensions in 2 passes. The particle distribution of the processed material shall be such that 100% passes the 80mm sieve, 95% passes a 50mm sieve, and at least 55% passes a 5mm sieve. Stabilized asphalt mix material as defined herein shall be mixed on the roadway in accordance with the requirements of the following special provisions.

**12.2    Materials**

The Contractor will supply Portland Cement and water, as defined below.

**12.3    Portland Cement Stabilizer**

The Contractor will supply a Normal Portland cement stabilizer for the project and shall meet CSA Standard CAN 3-A23.1, Concrete Materials and Methods of Concrete Construction.

**12.4    Water**

The Contractor shall supply all water required in the construction of stabilized pavement.

Water shall conform to the requirements of the latest version of CSA Standard CAN 3-A23.1, Concrete Materials and Methods of Concrete Construction. Water used in Stabilized Pavement construction shall be subject to the prior approval of the Consultant.

**12.5    Fog Coat**

The Contractor shall supply and place SS-1 emulsified asphalt material as an asphalt curing seal in accordance with Specification 0251 I.

**12.6    Test methods**

Unless otherwise specified, the following standard test methods will be used to determine

**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

material characteristics.

	Test Description	Method No.
(i)	Moisture-Density Relation a) Compaction, 19mm Material b) One-Point	AASHTO Designation T-180
(ii)	Sieve Analysis, Part I, 80 000mm Minus	ATT 25
(iii)	Calcium Carbide Gas Pressure Method Moisture Content, Speedy Moisture Teller	ASTM 4944 ATT-44
(iv)	Moisture Content, Part I, Part IV	ATT 15
(v)	Compressive Strength of Molded Soil-Cement Cylinders	ASTM Designation D 1633
(vi)	Capping Cylindrical Concrete Specimens	AASHTO Designation T 231
(vii)	Density, Control Strip Method	ATT-58

NOTES:

(1) In all Test Methods used as reference in this specification, metric sieves as specified in Canadian General Standards Board specification 8-GP-2M shall be substituted for any other specified wire cloth sieves in accordance with Specification 3.2, Aggregate Production and Stockpiling.

**12.7 Equipment**

**12.7.1 General**

The Contractor shall construct the stabilized pavement with any machine or combination of machines or equipment that will produce completed stabilized material meeting the requirements for; stabilizer content moisture content, and mixing, placing, compacting, finishing and curing as provided in these specifications.

**12.7.2 Mixed In-Place Equipment**

Roadway mixing equipment shall be accomplished using a single-shaft or multiple-shaft mixer. The mixing unit shall be capable of adjustment to correct occurrence of dead areas in the mixer, in which material does not move or is not sufficiently agitated to produce the necessary uniform dispersal of the ingredients of the mixture.

A mechanical stabilizer spreader attached behind a bulk cement truck and calibrated to provide a constant flow of stabilizer at the design spread rate of 12.0 kilograms per square metre. The stabilizer metering devices and feeder shall be interlocked and synchronized to maintain a constant ratio of stabilizer to the asphalt material.

**12.7.3 Spreading Equipment**

The stabilized mix shall be spread by means of a motor grader to produce a layer of material of uniform thickness, true to grade and cross-section and of uniform consistency.



---

**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

12.7.4 Compaction Equipment

Minimum compaction equipment for determination of Control Maximum Density shall be:

- Two, minimum 12 tonne pad foot rollers
- One, minimum 10 tonne vibratory roller
- One, self-propelled pneumatic tire roller

Once the Control Density has been established, the Contractor may choose his own combination of compaction equipment.

12.7.5 Density Control

Control over the density to which the stabilized mix is compacted will be determined using ATT-58 Control Strip Method, with the following changes.

- References to Granular Base Course shall apply to Stabilized Pavement.
- The Control Strip length shall be 200 to 300m.
- The minimum depth of stabilization shall be 200mm.
- Contrary to ATT-58 Control Strip Method the nuclear density readings shall not be adjusted for moisture content.

The Control Density determined on the Control Strip will be the reference compaction standard for Unit Price adjustment of all remaining stabilized material with the same mix design.

12.8 Construction

12.8.1 General

The length of construction of a day's production shall be limited by the length of time specified in Section 12.8.6.

Stabilization construction shall not commence when the atmospheric temperature is at or below 5°C, or when conditions indicate that the temperature may fall below 5°C within 24 hours. In no case shall stabilized material be placed on a frozen surface.

If any unsuitable soil or material is encountered it shall be removed and replaced with acceptable material. The excavated unsuitable soil shall be disposed off site by the Contractor in a suitable location.

Before stabilizer is applied, initial pulverization will be required to the full depth of the design, stabilized layer and pulverized so that the conditions in section 11.1 are met. The degree of pulverization will have an impact on the final strength of the stabilized layer.

12.8.2 Stabilizer Addition

Prior to stabilizer addition, the mix shall be pre-wet to prevent stabilizer from sifting to the bottom of the mix. Pre-wetting causes the stabilizer to adhere more readily to the mix particles.

**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

Stabilizer to be mixed with the asphalt material shall be uniformly distributed throughout the material to a minimum depth of 200mm during the mixing operation at an application rate designated by the Consultant. The rate will be approximately 12 kg/m<sup>2</sup> for the Portland cement stabilizer. Water may be supplied by a tank truck, attached to the mixing chamber or water may be applied ahead of the mixer by water pressure distributors. The operation of stabilizer application, mixing, spreading, compacting and finishing shall be continuous and completed within 2 hours from the start of mixing. Moisture in the soil at the time of stabilizer application shall not exceed the quantity that will permit a uniform and intimate mixture of the soil and stabilizer during mixing operations, and shall be within 2% of the optimum moisture content for the stabilized mixture at start of compaction.

The Contractor shall be responsible for determining the amount of stabilizer used daily and amount given to the Consultant for calculating daily bulk stabilizer content.

**12.8.3 Mixing Stabilized Pavement**

Mixing shall begin as soon as possible after the stabilizer has been spread. Soil, stabilizer and water shall be mixed such that a homogeneous mixture, uniform in gradation, stabilizer content, moisture content and appearance is attained. The longitudinal mixing passes shall overlap by about 200 mm to ensure thorough mixing.

The Consultant will designate the proportions of water and stabilizer to be added to the mixture, uniformly and the rates of addition shall be under strict control at all times.

The stabilizer content of the mixture shall not vary by more than plus or minus 0.5% by weight from the designated stabilizer content. The stabilizer must be sufficiently blended when extra water is applied and contacts the mixture to prevent the formation of mix-stabilized balls. The number of mixing passes depends on the type of mixer, the aggregate characteristics and its moisture content, and on the forward speed of the mixer.

**12.8.4 Placing Stabilized Mixture**

Contamination of the stabilized mixture with subgrade materials will not be permitted.

The spreading operations shall be performed in a manner to prevent excessive drying or loss of moisture, and shall reserve sufficient time to permit complete compaction within the time limits specified or as required by the Consultant.

**12.8.5 Compacting the stabilized mixture**

The mix shall be uniformly compacted and the percent compaction shall be based on the Control Strip Density.

No section shall be left undisturbed for longer than 30 minutes during compaction operations. The surface of the un-compacted, partially compacted or completely compacted stabilized mix shall be kept moist at all times until an asphaltic fog coat seal is applied. Care shall be taken to ensure that excessive water is not applied which subsequently damages the mix.

As compaction nears completion, the surface of the stabilized material shall be shaped to the specified lines, grades, and cross sections. Compaction and finishing shall be done in such a manner as to produce dense surface free of compaction planes, cracks, ridges, or

---

**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

loose material.

The surface of the Full Depth Stabilized Pavement mat shall be of uniform texture, free of segregation and any visually failed areas.

The Contractor shall take all precautions necessary to protect the stabilized pavement from damage by public traffic or construction equipment.

**12.8.6 Time Limits**

Unless otherwise specified, not more than two hours shall elapse between the time stabilizer is added to the mix and the time of completion of the final compaction. In no case shall the time interval exceed the initial hydration period for the stabilizer as determined by the Consultant.

The two-hour time limit will be measured from the time water and stabilizer is added to the mix to the time of completion of final compaction. If a second lift is required, the second lift can be placed immediately provided that the first lift is stable (does not rut or shove) under construction traffic.

**12.8.7 Joint Construction**

All joints shall be vertical and uniform in alignment.

Unless otherwise directed by the Consultant, transverse construction joints shall be made by trimming the end of the compacted material to a straight line normal to the centre-line of the roadbed and with a vertical edge in well, compacted material.

**12.8.8 Curing Seal and Curing**

A curing fog coat seal of liquid asphalt shall be applied as soon as possible to the moist stabilized surface following the final compaction, trimming and density testing of the stabilized pavement, but no later than 24 hours. The surface shall be kept continuously moist prior to application of the curing material.

This fog coat shall be constructed according to Specification 02511.

Finished portions of the stabilized pavement that are travelled on by equipment used in constructing an adjoining section shall be protected in such a manner as to prevent equipment from marring or damaging completed work.

If it is necessary for construction equipment or other traffic to use the bituminous-covered surface before it has cured sufficiently to prevent pickup, sufficient sand cover shall be applied before such use.

**12.8.9 Quality Assurance Testing**

The Consultant may at any time take samples, carry out testing and inspection of materials incorporated or being incorporated into the work. The Contractor shall cooperate with the Consultant or his representative for such sampling, testing and inspection. Such inspection shall not relieve the Contractor from any obligation to perform all the work strictly in

**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

accordance with the requirements of the contract.

Sample locations for routine quality testing will be randomly selected as far as it is practical to do so. This will not limit the Consultant from testing at any additional locations deemed necessary.

Frequency of testing for Density Control is outlined in ATT 58.

12.8.10 Opening to Traffic

Traffic can be placed on the stabilized pavement as soon as it is stable as long as repeated applications of heavy trucks are not involved.

Light local traffic and the Contractor's construction equipment only shall be permitted on the stabilized pavement during the curing period provided damage to the work is prevented and other accommodation of the local traffic is not possible. Where partial widths are constructed, traffic and the Contractor's hauling equipment shall be accommodated on the untreated portion of the pavement. Such traffic, which must travel over the stabilized pavement during the curing period, shall have speeds restricted sufficiently to prevent surface damage. The Contractor shall reconstruct any portion damaged by traffic at his own expense.

If required by the Consultant, the curing seal shall be protected from traffic by spreading a layer of fine sand over the completed stabilized pavement.

12.8.11 Micro-Cracking

Twenty-four hours after placing and compacting the stabilized pavement a steel-wheel vibratory roller shall make 3 vibratory passes across the stabilized layer to induce micro cracking to reduce reflective cracking caused by shrinkage while curing.

12.8.12 Maintenance

The Contractor shall maintain the stabilized pavement in good condition until all work is completed and accepted. Maintenance shall be done by the contractor at his expense.

Maintenance shall include immediate repairs of any defects that may occur. If it is necessary to replace any processed material, the replacement shall be for the full depth, with vertical cuts, and backfilled using either fresh stabilized treated material.

13. ROAD PROFILE AND CROSS SECTION

The longitudinal profile of the road to be best matched with existing road profile.

The final Road cross section is shown in Part VIII: Drawings.

14. CONSTRUCTION

All asphalt surfacing work shall be performed during daylight hours only. **No work shall be performed during rain or snow or when the pavement surface or cracks are wet.**

15. SOIL CONDITION

---

**SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE**

The Contractor shall familiarize himself to quality of existing materials and soil conditions on-site in order to successfully complete this project. The Contractor shall carry out any such additional investigations as he may deem necessary. The Contractor shall be responsible for any interpretation which he makes of this data. Unfamiliarity with encountered soil conditions and water levels will not be accepted by Owner as a basis for a claim for additional payment.

16. CULVERT INSTALLATION AND DITCH REGRADING

The Owner intends to undertake drainage related work prior to the pavement work under this contract.

Drainage work consists of minor ditch re-grading, installation and / or replacement of new culverts, rock rip-raps, grass seeding, erosion and sediment control. Majority of the drainage related work is anticipated to be field fitted. It is intended that this work will be undertaken as a separate contract or as an addition to the pavement work upon determining appropriate scope and associated construction cost.

Drainage work is not part of the scope of work for this contract, however, it will have a direct relationship with the pavement work under this contract.

**Contractor is required to plan and schedule his work to accommodate completion of drainage related work.**

PART VII  
SPECIFICATIONS

---

SUMMER VILLAGE OF SANDY BEACH  
REHABILITATION OF LAKESHORE DRIVE

1. **GENERAL**

Work under this project shall be done in accordance with following specifications of the latest version of Alberta Transportation's STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION:

<b>Specification No. 3.6:</b>	<b>Granular Base Course</b>
<b>Specification No. 3.8:</b>	<b>Granular Fill</b>
<b>Specification No. 3.19:</b>	<b>Prime, Tack &amp; Fog Coats</b>
<b>Specification No. 3.40:</b>	<b>Cutting of Pavement and</b>
<b>Specification No.: 3.50</b>	<b>Asphalt Concrete Pavement (EPS)</b>

PART VIII

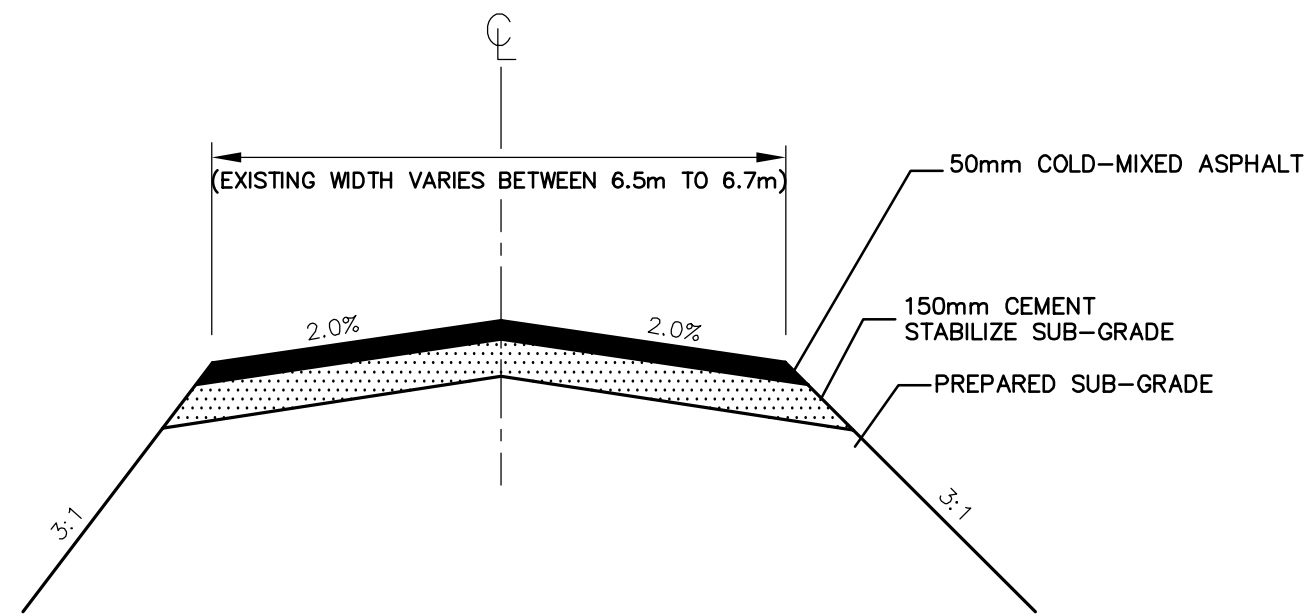
DRAWINGS





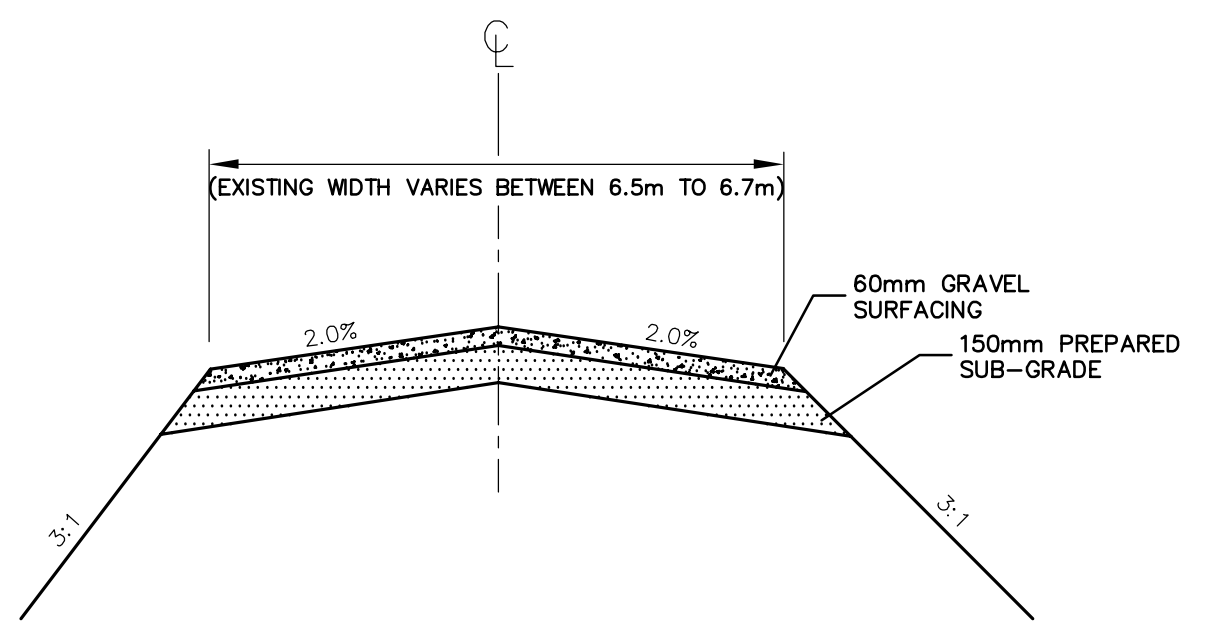


INTENTIONALLY LEFT BLANK



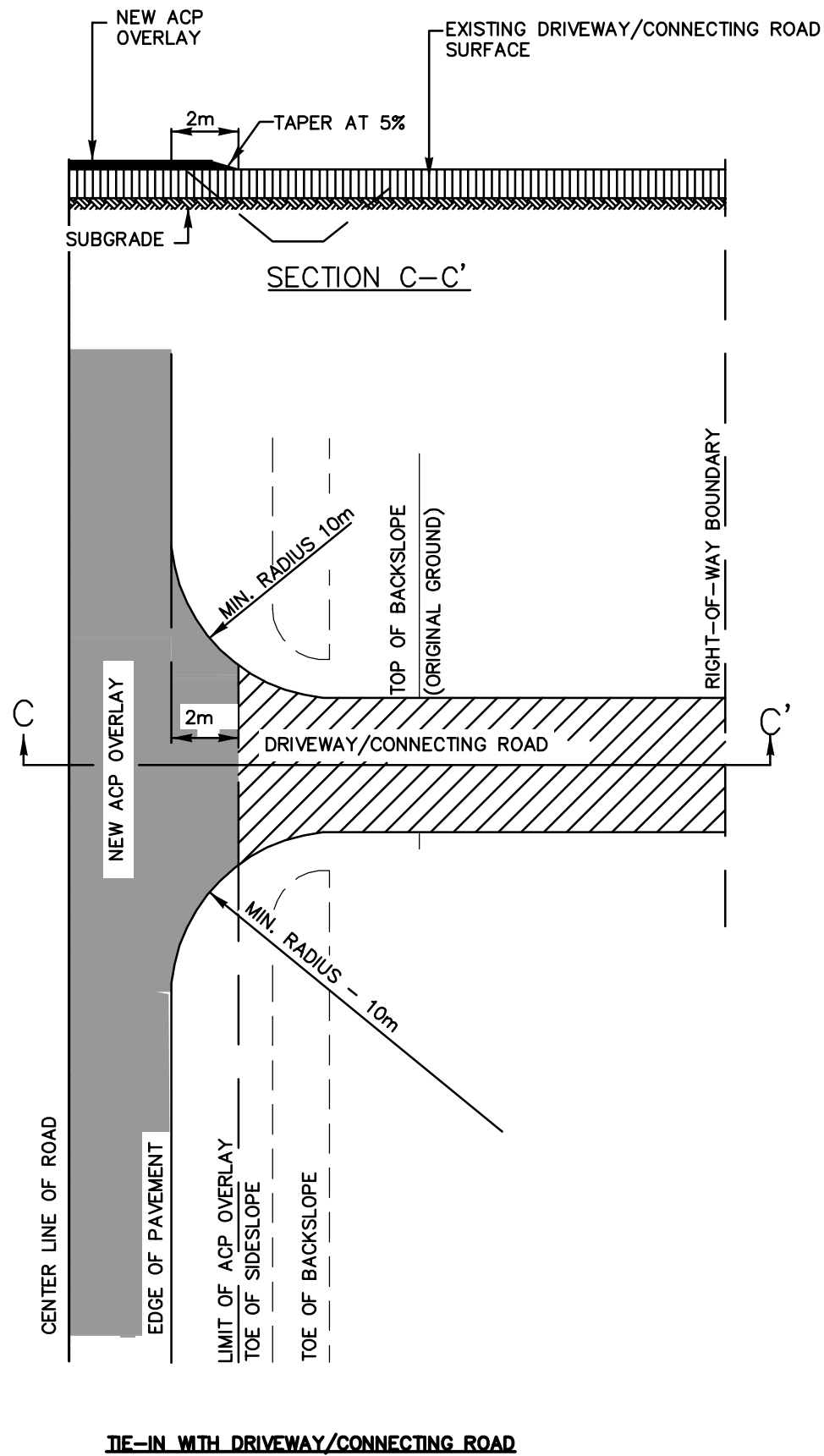
EXISTING ROAD 0+000m TO 0+654km  
SECTION A-A' (TYPICAL)

INTENTIONALLY LEFT BLANK

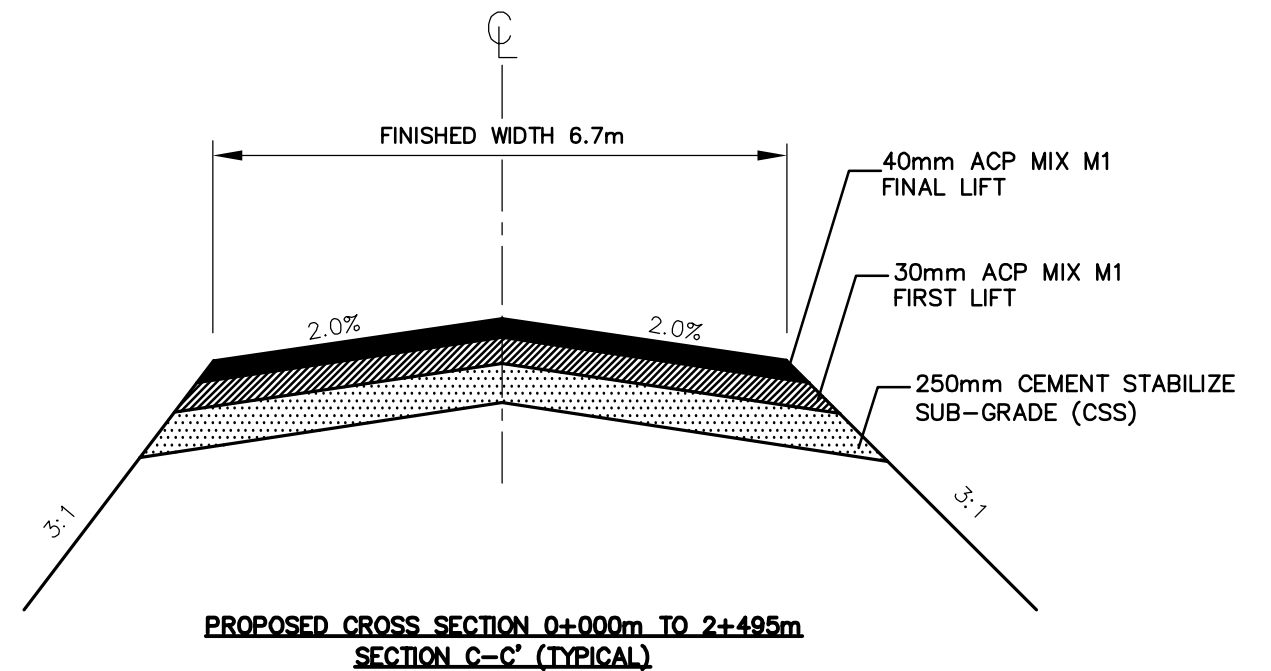



EXISTING ROAD 0+654m TO 2+465km  
SECTION B-B' (TYPICAL)

NOTES		No.	REVISIONS	DATE	BY	CHK'D	APP'D	ENGINEER	CHECKER	ENGINEERING RECORD			CONSULTANT	Summer Village of Sandy Beach	
1. REFER TO DRAWING SP 3722860.B3 002 FOR THE LEGEND AND GENERAL NOTES WHICH FORM AN INTEGRAL PART OF EACH DRAWING WITHIN THIS SET OF DRAWINGS.										DESCRIPTION	INITIALS	DATE	<b>OPUS</b> STEWART WEIR  <b>PERMIT TO PRACTICE</b> <b>PERMIT NUMBER P 292</b> <small>The Association of Professional Engineers and Geoscientists of Alberta</small>	LAKESHORE DRIVE REHABILITATION	
										SURVEYED				DETAILS	
										DESIGNED					
										DRAWN	QZ	2015-01-21			
										CHECKED			SCALE: N.T.S.	DWG. No.: SP 3783460.5 181 REV A	
										ISSUED FOR APPROVAL					
										ISSUED FOR TENDER	AH	2015-03-24			
										ISSUED FOR CONSTRUCTION					



INTENTIONALLY LEFT BLANK



NOTES	No.	REVISIONS	DATE	BY	CHK'D	APP'D	ENGINEER	CHECKER	ENGINEERING RECORD			CONSULTANT	Summer Village of Sandy Beach
1. REFER TO DRAWING SP 3722860.B3 002 FOR THE LEGEND AND GENERAL NOTES WHICH FORM AN INTEGRAL PART OF EACH DRAWING WITHIN THIS SET OF DRAWINGS.									DESCRIPTION	INITIALS	DATE	 <b>OPUS</b> STEWART WEIR	LAKESHORE DRIVE REHABILITATION
									SURVEYED				DETAILS
									DESIGNED				
									DRAWN	QZ	2015-01-21		
									CHECKED			<b>PERMIT TO PRACTICE</b> <b>PERMIT NUMBER P 292</b> <small>The Association of Professional Engineers and Geoscientists of Alberta</small>	
									ISSUED FOR APPROVAL				
									ISSUED FOR TENDER	AH	2015-03-24		
									ISSUED FOR CONSTRUCTION				
										SCALE: N.T.S.		DWG. No.: SP 3783460.5 182 REV A	

\\eng-coa\files\jldae\371000\37854\_ED80\_Summer