



Request for Pre-Qualifications

Wastewater and Stormwater Flushing and CCTV Inspection Services

Request for Pre-Qualification No.: **PQ190313EN**

Issued: **May 17, 2019**

Submission Deadline: **June 19, 2019 at 14:00:00 hrs local time**

Posted to: Alberta Purchasing Connection at www.purchasingconnection.ca
Parkland County website at www.parklandcounty.com/Bids

Table of Contents

PART 1 – INTRODUCTION3
PART 2 – SUBMISSION AND EVALUATION OF RESPONSES4
PART 3 – TERMS AND CONDITIONS OF THE RFPQ PROCESS7
PART 4 – RFPQ PARTICULARS12
APPENDIX A – SUBMISSION FORM17
APPENDIX B – SUBMISSION WORKBOOK.....20
APPENDIX C – MASTER AGREEMENT.....21
APPENDIX D – GENERAL CONDITIONS.....22
APPENDIX E – SPECIAL PROVISIONS39
APPENDIX F – TECHNICAL SPECIFICATIONS43

PART 1 – INTRODUCTION

1.1 Invitation to Respondents

This Request for Pre-Qualification (the “RFPQ”) is an invitation by Parkland County (the “County”) to prospective respondents to pre-qualify for future eligibility to provide Wastewater and Stormwater Flushing and underground Closed Circuit Television Camera (CCTV) inspection services, as further described in Part 4 – RFPQ Particulars (the “Deliverables”).

The County intends to pre-qualify respondents for services for a three (3) year period, with Work commencing approximately July 2019 which include:

- Stormwater and Wastewater Main Flushing;
- CCTV Inspections; and
- Solid Debris Cutting and Removal.

Respondents shall note that the County does not intend to re-issue a RFPQ for the services above during the three (3) year period.

Parkland County is a rural municipality located immediately west of Edmonton. Covering an area of 242,595 hectares (599,500 acres), it is one of the largest in size and one of the highest populated of all rural municipalities in Alberta. Parkland County has grown to a community of over 30,000 people and has seen generations of families continue to enjoy country living.

1.2 Contact Person

For the purposes of this procurement process, the “County Contact” is:

County Contact: **Ted Wright, Capital Projects Procurement Specialist**
Email: ted.wright@parklandcounty.com

1.3 Pre-Qualification Process

Respondents will be evaluated according to the criteria described in Part 4 – RFPQ Particulars – Section 4.3 – Rated Criteria. Based on those criteria, certain respondents will be selected onto a pre-qualified supplier roster list for the potential subsequent provision of the Deliverables to Parkland County pursuant to an invitational second-stage competitive process with Parkland County, as set out in Schedule 3 of Appendix C – Master Agreement. The term of the pre-qualified supplier roster list is to be for a period of three (3) year period.

1.4 No Guarantee of Volume of Work or Exclusivity of Contract

While Parkland County intends to conduct an invitational second-stage competitive process for the procurement of the Deliverables, it is under no obligation to do so and may, in its sole and absolute discretion, choose not to proceed with a second-stage competitive process for the procurement of the Deliverables. Any agreement entered into pursuant to an invitational second-stage competitive process will not be an exclusive contract for the provision of the described Deliverables. Parkland County may contract with others for the same or similar Deliverables to those described in this RFPQ or may obtain the same or similar Deliverables internally.

[End of Part 1]

PART 2 – SUBMISSION AND EVALUATION OF RESPONSES

2.1 Timetable and Submission Instructions

Respondents should submit their responses according to the following timetable and instructions.

2.1.1 Timetable

Issue Date of RFPQ	May 17, 2019
Deadline for Questions	June 7, 2019 at 16:30 hrs local time
Deadline for Issuing Addenda	June 12, 2019
Submission Deadline	June 19, 2019 at 14:00:00 hrs local time
Rectification Period	Five (5) business days from notification of rectification

The RFPQ timetable is tentative only and may be changed by Parkland County at any time.

2.1.2 Responses Should Be Submitted Only in Prescribed Manner

All submissions whether delivered in person, sent by mail, or sent by courier should be directed to:

Parkland County Centre
53109A Hwy 779
Parkland County, Alberta T7Z 1R1

Attention: **Capital Projects Procurement Specialist**
RFPQ No. **PQ190313EN - Wastewater and Stormwater Flushing and CCTV Inspection Services**

Respondents should submit three (3) hard copies and one (1) complete electronic copy of their response including the mandatory forms and Requirements. in a sealed package. The electronic copy should be provided in Microsoft Word or PDF format on a CD or USB drive. Submissions sent by facsimile or e-mail will not be accepted.

Responses are to be prominently marked with the RFPQ title and number (see RFPQ cover), with the full legal name and return address of the respondent, and with the Submission Deadline. In the event of a conflict or inconsistency between the hard copy and the electronic copy of the response, the hard copy of the response shall prevail.

2.1.3 Responses Should Be Submitted on Time at Prescribed Location

Responses should be submitted at the location set out above on or before the Submission Deadline. A respondent is requested to email the County Contact prior to the Submission Deadline with delivery details including the anticipated arrival time of its couriered or mailed package containing its response. Parkland County intends to consider responses received after the Submission Deadline provided the respondent has provided Parkland County with an advance email notice of the impending delivery of its response. In the event a package does not arrive on or before the Submission Deadline, Parkland County may provide the respondent with one additional Business Day to effect the delivery of its response. For the purposes of this Section, "Business Day" means any working day between 8:30 a.m. and 4:30 p.m. Monday and Friday inclusive, excluding statutory and holidays on which Parkland County elects to be closed for business. Responses received after the Submission Deadline, without prior email notification as detailed above, will be rejected.

2.2 Amendment of Responses

Respondents may amend their responses prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFPQ title and number and the full legal name and return address of the respondent to the location set out above. Any amendment should clearly indicate which part of the response the amendment is intended to amend or replace.

2.3 Withdrawing Responses

At any time throughout the RFPQ process, a respondent may withdraw a submitted response. To effect a withdrawal, a notice of withdrawal must be sent to the County Contact and must be signed by an authorized representative. Parkland County is under no obligation to return withdrawn responses.

2.4 Evaluation of Responses

Parkland County will conduct the evaluation of responses in the following two (2) stages:

2.4.1 Stage I of Evaluation - Mandatory Requirements and Rectification

Stage I will consist of a review to determine which responses comply with all of the mandatory requirements. Responses failing to satisfy the mandatory requirements as of the Submission Deadline will be provided with an opportunity within the Rectification Period to rectify any deficiencies. The Rectification Period will begin to run from the date and time that Parkland County issues its rectification notice to the respondent. Responses satisfying the mandatory submission content requirements within the Rectification Period will proceed to Stage II. Responses failing to satisfy the mandatory requirements within the Rectification Period will be excluded from further consideration. The mandatory requirements are as follows:

(a) Submission Form (Appendix A)

Each response must include a Submission Form (Appendix A) completed and signed by a person authorized to bind the respondent.

(b) Contractor Questionnaire Form (Appendix B)

Each respondent must complete a Contractor Questionnaire (Appendix B) and include it with its response.

(c) Other Mandatory Requirements

i. Safety Prequalification

Respondents must have obtained a Certificate of Recognition (COR) appropriate to their industry, issued by the Alberta Construction Safety Association or other certifying partner. Respondents must submit with their submission a copy of their COR which shall be valid at the time of the stated Submission Deadline for this RFPQ. The County will confirm certification by checking the Government of Alberta certification list <https://work.alberta.ca/occupational-health-safety/cor-find-employers-wi>.

For respondents who have not obtained a COR, a valid Temporary Letter of Certification (“TLC”) issued by the Alberta Construction Safety Association (“ACSA”) will be considered.

It is the respondent’s responsibility to ensure their registration in the program is properly documented with the Alberta Construction Safety Association and the County will assume no liability for errors or omissions by the Alberta Construction Safety Association in this regard.

Prospective respondents who do not possess a COR and wish to obtain information about obtaining a COR or TLC, are advised to contact the Alberta Construction Safety Association at www.acsa-safety.org

ii. Pipeline Assessment & Certification Program (PACP) Certification

The respondent must provide the name and certificate number at least one (1) PACP certified inspector performing the work.

2.4.2 Stage II of Evaluation – Rated Criteria

Stage II will consist of an evaluation and scoring of each qualified response on the basis of the rated criteria set out in Part 4 – RFPQ Particulars – Section 4.3 (Rated Criteria).

2.5 Ranking and Selection

Up to four (4) highest scoring respondent(s) will be included on a Qualified Contractor Roster for the potential subsequent provision of the Deliverables pursuant to an invitational second stage competitive process conducted during the term of the Qualified Contractor Roster as outlined in the Schedule 3 – Contractor Engagement Process in Appendix C – Master Agreement.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFPQ PROCESS

3.1 General Information and Instructions

3.1.1 Respondents to Follow Instructions

Respondents should structure their responses in accordance with the instructions in this RFPQ. Where information is requested in this RFPQ, any response made in a submission should reference the applicable section numbers of this RFPQ where that request was made.

3.1.2 Responses in English

All responses are to be in English only.

3.1.3 Parkland County's Information in RFPQ Only an Estimate

Parkland County and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFPQ or issued by way of addenda. Any quantities shown or data contained in this RFPQ or provided by way of addenda are estimates only and are for the sole purpose of indicating to respondents the general size of the work.

It is the respondent's responsibility to avail itself of all the necessary information to prepare a response to this RFPQ.

3.1.4 Respondents Shall Bear Their Own Costs

The respondent shall bear all costs associated with or incurred in the preparation and presentation of its response including, if applicable, costs incurred for interviews or demonstrations.

3.2 Communication after Issuance of RFPQ

3.2.1 Respondents to Review RFPQ

Respondents shall promptly examine all of the documents comprising this RFPQ and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

in writing by email to the County Contact on or before the Respondent's Deadline for Questions. All questions submitted by respondents by email to the County Contact shall be deemed to be received once the email has entered into the County Contact's email inbox. No such communications are to be directed to anyone other than the County Contact. Parkland County is under no obligation to provide additional information but may do so at its sole discretion.

It is the responsibility of the respondent to seek clarification from the County Contact on any matter it considers to be unclear. Parkland County shall not be responsible for any misunderstanding on the part of the respondent concerning this RFPQ or its process.

3.2.2 All New Information to Respondents by Way of Addenda

If Parkland County, for any reason, determines that it is necessary to provide additional information relating to this RFPQ, such information will be communicated to all respondents by addenda. Each addendum shall form an integral part of this RFPQ. Such addenda may contain important information, including significant changes to this RFPQ. Respondents are responsible for obtaining all addenda issued by Parkland County. In the Submission Form (Appendix A),

respondents should confirm their receipt of all addenda by listing the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If any addendum is issued after the Deadline for Issuing Addenda, Parkland County may at its discretion extend the Submission Deadline for a reasonable amount of time.

3.2.4 Verify, Clarify and Supplement

When evaluating responses, Parkland County may request further information from the respondent or third parties in order to verify, clarify or supplement the information provided in the respondent's response. Parkland County may revisit and re-evaluate the respondent's response or ranking on the basis of any such information.

3.2.5 No Incorporation by Reference

The entire content of the respondent's response should be submitted in a fixed form and the content of websites or other external documents referred to in the respondent's response will not be considered to form part of its response.

3.2.6 Response to Be Retained by Parkland County

Parkland County will not return the response or any accompanying documentation submitted by a respondent.

3.3 Notification and Debriefing

3.3.1 Notification of Top-Ranked Respondent(s)

The top-ranked respondent(s), as established under the evaluation, that are selected by Parkland County to enter onto a pre-qualified supplier list will be so notified by Parkland County in writing.

3.3.2 Notification to Other Respondents

Once the selected respondents are notified of their selection onto the pre-qualified supplier list, the other respondents will be notified by Parkland County in writing of the outcome of the RFPQ process.

3.3.3 Debriefing

Respondents may request a debriefing after receipt of a notification of the outcome of the RFPQ process. All requests must be in writing to the County Contact and must be made within sixty (60) days of notification of the outcome of the selection process.

3.3.4 Bid Protest Procedure

If a respondent wishes to challenge the outcome of the RFPQ process, it should provide written notice to the County Contact within sixty (60) days of notification of the outcome of the RFPQ process, and Parkland County will respond in accordance with its bid protest procedures. Respondents are advised that the County's protest procedures are separate and distinct from the dispute resolution process under applicable trade agreements. If a respondent wishes to dispute a matter or bring a complaint under an applicable trade agreement, the respondent must follow the process set out in the trade agreement, which may differ from the process described herein.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

Parkland County may disqualify a respondent for any conduct, situation or circumstances determined by Parkland County, in its sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this RFPQ, "Conflict of Interest" has the meaning ascribed to it in the Submission Form (Appendix A).

3.4.2 Disqualification for Prohibited Conduct

Parkland County may disqualify a respondent or terminate any contract subsequently entered into if Parkland County, in its sole and absolute discretion, determines that the respondent has engaged in any conduct prohibited by this RFPQ.

3.4.3 Prohibited Respondent Communications

The respondent shall not engage in any Conflict of Interest communications and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix A).

3.4.4 Respondent Not to Communicate with Media

A respondent may not at any time directly or indirectly communicate with the media in relation to this RFPQ or the outcome of this RFPQ process without first obtaining the written permission of the County Contact.

3.4.5 No Lobbying

Respondents must not, in relation to this RFPQ or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of successful respondent(s).

3.4.6 Illegal or Unethical Conduct

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Respondents must not engage in any unethical conduct, including lobbying (as described above) or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of Parkland County; deceitfulness; submitting responses containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process.

3.4.7 Past Performance or Past Conduct

Parkland County may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by Parkland County, in its sole and absolute discretion, to have constituted a Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of Parkland County

All information provided by or obtained from Parkland County in any form in connection with this RFPQ either before or after the issuance of this RFPQ:

- (a) is the sole property of Parkland County and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFPQ and the performance of any subsequent Contract;
- (c) must not be disclosed without prior written authorization from Parkland County; and
- (d) shall be returned by the respondents to Parkland County immediately upon the request of Parkland County.

3.5.2 Confidential Information of Respondent

A respondent should identify any confidential information in its response or any accompanying documentation. Parkland County will make reasonable efforts to safeguard confidential information of respondents, subject to its disclosure requirements under the Freedom of Information and Protection of Privacy Act or any other disclosure requirements imposed by law or by order of a court or tribunal. Respondents are advised that their responses will, as necessary, be disclosed on a confidential basis, to Parkland County's advisers retained for the purpose of evaluating or participating in the evaluation of their responses. If a respondent has any questions about the collection and use of information pursuant to this RFPQ, questions are to be submitted to the County Contact.

3.6 Procurement Process Non-binding

3.6.1 No Contract A and No Claims

The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the RFPQ shall not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (b) neither the respondent nor Parkland County shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to this RFPQ process, selection of respondents, failure to select respondents or failure to honour a response to this RFPQ.

3.6.2 No Contract until Execution of Written Agreement

No legal relationship or obligation regarding the procurement of any good or service shall be created between the respondent and Parkland County by the RFPQ process until the successful negotiation and execution of an agreement pursuant to a subsequent invitational second-stage procurement process.

3.6.3 References and Past Performance

Parkland County's evaluation may include information provided by the respondent's references and may also consider the respondent's past performance on previous contracts with Parkland County or with other institutions.

3.6.4 Cancellation

Parkland County may cancel or amend the RFPQ process without liability at any time.

3.7 Governing Law and Interpretation

3.7.1 Governing Law

The terms and conditions in this Part 3 Terms and Conditions of RFPQ Process: (a) are included for greater certainty and intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision); (b) are non-exhaustive (and shall not be construed as intending to limit the existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and (c) are to be governed by and construed in accordance with the laws of the province of Alberta and the federal laws of Canada applicable therein.

[End of Part 3]

PART 4 – RFPQ PARTICULARS

4.1 THE DELIVERABLES

Parkland County is seeking submissions from qualified contractors to pre-qualify for the provision of services relative to wastewater and stormwater flushing and underground camera (CCTV) inspection Work as further described in this RFPQ.

The Work generally consists of the following and is not limited to;

- Stormwater and wastewater main flushing;
- CCTV Inspections;
- Solid debris cutting and removal; and
- Optional – Inspection of manholes and service lateral cleaning.

Wastewater and stormwater main flushing and debris removal, either as a standalone service or which may be combined with CCTV inspection services, will be required from time to time by Public Works and Engineering Services departments within Parkland County. The Work may include flushing and cleaning, solid debris removal and disposal, and CCTV inspections including Pipeline Assessment and Certification Program (PACP) coding on all inspections. Main types within the scope of this RFPQ include wastewater gravity mains, wastewater forcemains, and stormwater gravity mains ranging from 150 mm to 1200 mm diameter. Material includes clay pipe, Asbestos Concrete (AC), Corrugated Steel pipe (CSP), PolyVinyl Chloride (PVC), Concrete, and High Density Polyethylene (HDPE).

The provision of the Deliverables will be governed by the terms and conditions set out in Appendix C – Master Agreement, Appendix D – General Conditions, Appendix E – Special Provisions and Appendix F – Technical Specifications

As part of the Deliverables, the Contractor will provide:

- On call or short notice flushing and camera services
- All CCTV Inspections provided on hard drive or USB including raw CCTV inspection videos as per specifications
- All CCTV Inspections are PACP Coded and rated by a PACP certified operator and 3 report formats in PDF to be provided:
 - a. Tabular Report
 - b. Pipe Graphic Report
 - c. Picture Report

4.2 MATERIAL DISCLOSURES

4.2.1 Specifications and Standards

The Contractor shall comply with the following specifications, standards, bylaws and Codes of Practice:

- (a) Parkland County Engineering Standards
(<https://www.parklandcounty.com/en/do-business/resources/planning/Engineering-Design-Standards.pdf>)
- (b) Technical Standards:

- National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) – Latest Canadian Edition including Canadian Standards Association (CSA – 4012) Visual Sewer Pipe Inspection Technical Guide
 - Water Research Centre Ltd (WRC) "Manual of Sewer Condition Classification – 5th Edition"
 - ASTM Standard Practice D2321 - Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications
 - All sewer main inspections must be conducted by inspectors certified through NASSCO's PACP.
- (c) Bylaws:
- Parkland County Wastewater Bylaw No. 01-2003 or current version
 - Alberta Capital Region Wastewater Commission's Wastewater Bylaw; current version
- (d) Codes of Practice:
- Alberta Capital Region Wastewater Commission's – Sewer Flushing Activities' Solids Management COP; current version
- (e) Appendix D - General Conditions
- (f) Appendix E - Special Provisions
- (g) Appendix F - Technical Specifications

4.2.2 Prime Contractor

The Contractor shall be prepared to assume Prime Contractor responsibilities where required when providing services unless specified otherwise. This shall include responsibility for all measures required to safely execute the work, including traffic accommodation, in accordance with Parkland County standards. (<https://www.parklandcounty.com/en/county-office/engineering-services.aspx>)

4.2.3 Proof of Insurability

The Contractor shall carry Insurance policies in accordance with the minimum requirements and limits set out in Appendix C – Master Agreement. Proof of insurance should be provided to Parkland County with the respondent's submission.

4.2.4 Worker's Compensation Board (WCB)

The Contractor shall provide proof of compliance with all the requirements of the Worker's Compensation Act of Alberta in accordance with Appendix C – Master Agreement. A WCB Clearance Letter should be provided with the respondent's submission as evidence of such compliance.

4.2.5 Volume of Work

The County anticipates an annual spend of \$100,000 – \$300,000 beginning in 2019 which is subject to change based on budget approval in 2020 and 2021. The estimates values provided are for information only to assist respondents in preparing a submission. The County shall not be bound by these Volume of Work estimates.

4.2.6 Location of Work

The Work will be conducted at various locations within Parkland County. Generally the services will be completed in Acheson Industrial Park and Big Lake Country Residential Areas as well as the Hamlets of Entwistle and Tomahawk. See the following website for an online interactive map outlining the Parkland County area. (<http://maps.parklandcounty.com/discoverparkland/>)

4.2.7 Maintaining Pre-Qualification Eligibility

Pre-qualification status may be withdrawn at any time due to unsatisfactory performance or a significant change in status of the pre-qualified respondent (i.e. retirement or departure of key personnel) or failure to maintain safety certification. Parkland County shall be notified of status changes to the company or changes in key members as submitted in the respondent's original response.

4.2.8 Equipment

The equipment listed in the Submission Workbook (Appendix B) must be used to provide the Deliverables unless otherwise authorized by the County.

4.3. RATED CRITERIA

The following is an overview of the categories and weighting for the rated criteria of the RFPQ. Respondents who do not meet a minimum threshold score for a category will not proceed.

Submissions for each category will be evaluated independently of one another.

Rated Criteria Category	Points Scale	Minimum Threshold	Points Weighting	Total Available Points
Corporate Profile, Demonstrated Experience and References	0 to 5	3	x 6	30
Experience of Key Personnel	0 to 5	3	x 5	25
Health, Safety and Environmental Program	0 to 5	3	x 6	30
Equipment	0 to 5	3	x 3	15
Total Points				100

Points shall be awarded on a scoring scale of 0 to 5. Points could be modified depending upon reference checks and other independent information subsequently received and confirmed. Partial scores or scores not defined below will not be used. The range is defined as follows:

5	Fully exceeds expectations, respondent clearly understands the requirement, excellent probability of success
4	Somewhat exceeds expectations; high probability of success
3	Fully meets expectations; respondent has good understanding of requirement, no weakness or deficiencies good probability of success
2	Partially meets expectations; minor weakness or deficiencies, fair probability of success
1	Does not meet expectations or demonstrate understanding of the requirements, major weakness or deficiencies, low probability of success
0	Lack of response or complete misunderstanding of the requirements, no probability of success

Following is a description and framework for the Rated Criteria Categories above. Respondents shall refer to the section below when completing the Contractor Questionnaire (Appendix B) and ensure all requested information is provided to assist in the evaluation.

4.3.1 Corporate Profile, Demonstrated Experience and References

The criterion for this category will be evaluated as follows:

- (a) Corporate suitability of respondent and, as well as suitability of any parties in a joint venture and any subcontractors;
- (b) Number of years the respondent has been providing services relevant to the Deliverables;
- (c) Demonstrated past experience with references for projects related to the Deliverables. Minimum previous experience requirements must be demonstrated with at least three (3) successfully completed pre-cleaning and CCTV inspection contracts within the past five (5) years;
- (d) Demonstrated ability to provide on-call services and response time;
- (e) Other service that would be value added to the County;
- (f) Respondent's financial information/history.
- (g) Demonstrated corporate experience on approximate length of mains inspected per diameter range as indicated in Appendix B – Submission Workbook.

4.3.2 Experience of Key Personnel

The criterion for this category will be evaluated as follows:

- (a) Proposed key personnel that will be assigned to the Work including their role;
- (b) Proposed organization chart indicating how the respondent will structure their proposed project team;
- (c) Qualification of key personnel outlining experience specific to the scope of work, training, and certifications;

4.3.3 Health, Safety and Environmental Program

This category will be evaluated on the following:

- (a) Completeness and suitability of corporate health and safety program;
- (b) Information from the WCB Employer Report Card;
- (c) Any regulatory warnings, stop-work orders or citations issued on previous projects completed in the last three (3) years; and
- (d) Suitability of an ECO plan template.

4.3.4 Equipment

The criterion for this category will be evaluated as follows:

- (a) Equipment intended for use in the work and equipment ability by main diameter.

[End of Part 4]

APPENDIX A – SUBMISSION FORM

1. Respondent Information

Please fill out the following form, and name one person to be the contact for this RFPQ response and for any clarifications or amendments that might be necessary.	
Full Legal Name of Respondent:	
Any Other Relevant Name under Which the Respondent Carries on Business:	
Jurisdiction under which the Respondent is Governed:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (If Any):	
RFPQ Contact Person and Title:	
RFPQ Contact Phone:	
RFPQ Contact Facsimile:	
RFPQ Contact E-mail:	

2. Acknowledgment of Non-binding Procurement Process

The respondent acknowledges that this RFPQ process will be governed by the terms and conditions of the RFPQ and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process and that no legal relationship or obligation regarding the procurement of any good or service shall be created between the respondent and Parkland County by the RFPQ process until the successful negotiation and execution of an agreement pursuant to a subsequent invitational second-stage procurement process.

3. Ability to Provide Deliverables

The respondent has carefully examined the RFPQ documents and has a clear and comprehensive knowledge of the Deliverables required under the RFPQ. The respondent represents and warrants its ability to provide the Deliverables required under the RFPQ in accordance the all of the requirements of the RFPQ, including, without limitation, those performance standards set out in Part 4 – RFPQ Particulars.

4. Addenda

The respondent has read and accepted all addenda issued by Parkland County prior to the Deadline for Issuing Addenda. The onus remains on respondents to make any necessary amendments to their response based on the addenda. The respondent is requested to confirm that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word "None" on the following line: _____. Respondents who fail to complete this section will be deemed to have received all posted addenda.

5. Conflict of Interest

For the purposes of this section, the term "Conflict of Interest" means in relation to the RFPQ process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (a) having, or having access to, confidential information of Parkland County in the preparation of its response that is not available to other respondents; (b) communicating with any person with a view to influencing preferred treatment in the RFPQ process (including but not limited to the lobbying of decision makers involved in the RFPQ process); (c) having an interest in more than one response submitted in response to this RFPQ or (d) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFPQ process.

If the box below is left blank, the respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its response; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFPQ.

Otherwise, if the statement below applies, check the box.

- The respondent declares that there is an actual or potential Conflict of Interest relating to the preparation of its response, and/or the respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFPQ.

If the respondent declares an actual or potential Conflict of Interest by marking the box above, the respondent must set out below details of the actual or potential Conflict of Interest, and must explain why the respondent believes that the Conflict of Interest should not result in disqualification from the RFPQ process:

The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our response; **AND** (b) were an employee of Parkland County and have ceased that employment within twelve (12) months prior to the Submission Deadline:

Name of Individual:
Job Classification:
Department:
Last Date of Employment with Parkland County:
Name of Last Supervisor with Parkland County:
Brief Description of Individual's Job Functions:
Brief Description of Nature of Individual's Participation in the Preparation of the Response:

(Repeat above for each identified individual)

The respondent agrees that, upon request, the respondent shall provide Parkland County with additional information from each individual identified above in the form prescribed by Parkland County.

6. Disclosure of Information

The respondent hereby agrees that any information provided in this response, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The respondent hereby consents to the disclosure, on a confidential basis, of this response by Parkland County to Parkland County's advisers retained for the purpose of evaluating or participating in the evaluation of this response.

7. Confidential Information of Respondent

The respondent hereby agrees that any information provided in this response, even if it is identified as being supplied in confidence, may be disclosed where required by the Freedom of Information and Protection of Privacy Act or any other disclosure requirements imposed by law or by order of a court or tribunal. The respondent hereby consents to the disclosure, on a confidential basis, of this response by the County to the advisers retained by the County to advise or assist with the RFPQ process, including with respect to the evaluation of this response.

_____ Signature of Witness	_____ Signature of Respondent Representative
_____ Name of Witness	_____ Name and Title
	I have authority to bind the respondent.
	Date: _____

APPENDIX B – SUBMISSION WORKBOOK

APPENDIX C – MASTER AGREEMENT

A copy of the Master Agreement is attached as a separate electronic document to this RFPQ.

APPENDIX D – GENERAL CONDITIONS

1.1 Definitions

The following definitions apply to all Contract Documents. Terms used in the Contract which are defined in this Section shall have the meanings designated in these definitions.

- 1.1.1 "Bidder" or "Respondent" shall mean any individual, Company, Partnership, or Corporation submitting a quotation for the Work contemplated acting directly or through a duly authorized representative.
- 1.1.2 "Contract" shall mean means the aggregate of:
- (a) any RFS entered into by the Contractor;
 - (b) the Master Agreement, including the Standard Terms and Conditions;
 - (c) the RFPQ, including any addenda; and
 - (d) the Contractor's Submission in response to the RFPQ.
- 1.1.3 "Contractor" shall mean the party or parties agreeing to perform the Work embraced in this Contract, and shall include the heirs, administrators, and assigns, and also the legal representative or representatives of such party or parties.
- 1.1.4 "County" shall mean Parkland County in the Province of Alberta as represented by the Council of the County.
- 1.1.5 "General Manager" shall mean the General Manager, Infrastructure Services of Parkland County, and includes a person specifically authorized to perform any function under the Contract.
- 1.1.6 "Material" shall mean all machinery, tools, plant, power plant, equipment, articles, and things furnished by the Contractor and required for the performance of the Contract, and shall also mean all materials furnished by the County for incorporation into the work.
- 1.1.7 "Plans" shall include all drawings or reproduction of drawings, pertaining to the Work or any structure connected therewith.
- 1.1.8 "Person" if the context allows, includes any individuals, persons, firms, partnerships or corporations or any combination thereof.
- 1.1.9 "Conditions" shall be understood as referring to and including the directions, schedules, special provisions, and requirements, contained herein, together with all written agreements made or to be made, pertaining to the method and manner of performing the work, or to the quantities or quality of materials to be furnished under the Contract.
- 1.1.10 "Surety" means the corporate body or bodies licensed to do business in Alberta and bound with and for the Contractor to provide security, respectively, for:
- (a) the due performance of the Contract; and/or
 - (b) the payment in full of all items for labour and for materials used or reasonably required for use in the performance of the Contract; and/or
 - (c) for the repair of any damage to or failure in the works to which the Contract relates and for which the Contractor is responsible under the Contract, to the full extent of the respective bonds.

1.1.11 "Work" shall mean and include all or any part of the Work to be executed under the Contract whether complete or incomplete, and may be as originally set forth or as varied by the County, and any or all of the equipment, material and labour supplied or used by the Contractor.

1.1.12 "Implied Provisions" in this Contract shall mean:

- (a) words importing male persons include female persons and corporations and
- (b) words in the singular include the plural, and words in the plural include the singular.

1.2 Quantities

Final payment to the Contractor will be made for the actual quantities only of Work performed or materials furnished in accordance with the plans and specifications as determined by measurements made by the County. It is agreed that the quantities of Work to be done or materials to be furnished may be altered by the County and such alterations shall not be considered as a waiver of any condition of the Contract, or as invalidating any of the provision thereof, nor shall any changes be made in the Contract unit prices on account of such alterations, but the same unit prices shall apply as if no alteration had been made.

1.3 Examination of Work

The bidder is required to investigate and satisfy himself of everything and of every condition affecting the works to be performed and the labour and material to be provided, and it is mutually agreed that submission of a quotation shall be conclusive evidence that the bidder has made such investigation.

1.4 Security

Intentionally deleted for this RFPQ.

1.5 Insurance

The Contractor shall furnish and maintain the insurance coverage as required in Article 8 – Indemnities and Insurance of Appendix C – Master Agreement

1.6 Compliance with Worker's Compensation Regulations and Occupational Health and Safety Act

The Contractor shall comply with all regulations and pay all fees pursuant to the provisions of the Worker's Compensation Act of Alberta. The Contractor shall obtain and provide to the County a letter or similar document, confirming that the Contractor has an active account that is in good standing from each Worker's Compensation Board or similar body constituted in accordance with the workers' compensation legislation of each jurisdiction in Canada in which the Work will be performed, and that the Contractor has not opted out of workers compensation, where allowed.

1.6.1 Designation of Prime Contractor

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

Initial Parkland County

Copies of current legislation can be obtained from:

Queen's Printer Bookstore
5th floor Park Plaza Building
10611 - 98 Avenue NW
Edmonton, Alberta T5K 2P7
<http://www.qp.alberta.ca/index.cfm>

The Contractor shall develop operational occupational health and safety policies, procedures and plans to ensure the safety of the workers at the construction site and the public traveling through the site. If so requested by the County, the Contractor shall provide copies of these occupational health and safety policies, procedures and plans on the following working day.

The General Manager, may suspend Work in accordance with Section 1.9 in cases of recognized imminent danger.

1.6.2 Responsibility for Subcontractors/Owner operators

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

1.7 Precedence

Where a conflict arises between the Specifications, precedence occurs in the following order:

1. Master Agreement
2. Request for Service
3. Special Provisions
4. General Terms and Conditions
5. Change Order and Change Directives
6. Technical and Supplemental Specifications
7. Plans and Drawings
8. Site Instructions (Written)

1.8 Time of Commencement

The Contractor shall commence actual construction and/or production of the Work and/or materials in accordance with the Project Schedule specified in the Contract.

Time shall be deemed material and of the essence in this Contract.

1.9 Suspension of Work

The County shall have the authority to delay or suspend the work, in whole or in part, for such period as he may deem necessary, due to such conditions as are considered unfavorable for the prosecution of the Work or due to the failure of the Contractor to carry out orders given or to perform any provisions of the Contract. No such delay or suspension shall vitiate or void this Contract, or any part thereof, or any security or obligation for the performance thereof, nor shall the Contractor be entitled to make any claim for damages by reason thereof. Upon the termination of such delay or suspension, or upon the removal of the cause thereof, or upon the Contractor receiving notice from the General Manager requiring him to resume the work, he shall at once resume operations and diligently carry on the same. The Contractor shall not suspend the Work without authority of the General Manager.

1.10 Hindrances and Delays

Subject to Section 1.11 and Section 1.17 the Contractor shall not have any claim for compensation for damages against the County for any stoppage or delay from any cause whatsoever.

1.10.1 Utilities

The County will notify all utility companies, all pipeline owners, and other parties affected, to endeavor to have all necessary adjustment of public or private utilities, fixtures, pipelines, and other appurtenances, within or adjacent to the limits of construction, made as soon as practicable. Wire lines, cable-ways, light standards, water lines, gas lines, water and gas meter boxes, water and gas valve boxes, service connections, and all other utility appurtenances within the limits of the proposed construction are to be moved by the owners upon direction by the County, except as otherwise provided for in the Special Provisions, or as specifically noted on the Plans.

It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present and relocated positions, and that no additional compensation shall be allowed by the County for any delays, inconvenience or damage sustained by him due to any interference from the said utility appurtenance, or the operation of moving them.

It is further understood and agreed that the Contractor has considered in his bid the scheduling of those items of Contract Work essential to the moving of the utility appurtenances, and that the Work will be scheduled and undertaken at the time required without additional compensation.

1.10.2 Work by Others

The County reserves the right at any time to contract for and perform other or additional work, on or near the Work covered by this Contract. When separate Contracts are in effect within the limits of one project, each Contractor shall conduct his Work so as not to interfere with or hinder the progress or completion of the Work being performed by other Contractors. The Contractors working on the same project shall co-operate with each other and in the case of dispute as to procedure or scheduling of the work, the General Manager shall be the referee and his decision shall be final and binding on the parties.

Each Contractor shall assume all liability, financially or otherwise, in conjunction with his Contract, and shall protect and save harmless the County from any and all damages or claims that may arise because of inconvenience, delay or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same project, and he shall assume all responsibility to the County for all Work not completed or accepted because of the presence and operations of the other Contractors.

1.11 Adjustment of Time for Completion

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

- a) The Contractor submits a written request to the Owner's Representative as soon as possible after the occurrence of the circumstance giving rise to the request and not later than fourteen (14) days after the occurrence of the circumstance. Failure to submit a request within this prescribed time period will prejudice the Contractor's right to receive an adjustment to the completion date, unless the Contractor can demonstrate to the satisfaction of the County that such delay did not prejudice the ability of the County to validate the request, and

- b) The written request is accompanied by an adjusted detailed schedule of the Contractor's Work to enable completion on the requested adjusted date and,
- c) The reason for the request, stated in the request, is one of the following:
 - (i) Completion of the Contract requires Work or material in greater amounts or quantities than those estimated amounts or quantities shown in the Contract, or
 - (ii) The Work site is not available to the Contractor through no fault of the Contractor, or
 - (iii) The Owner's Representative suspends the Work and standby payments are due, or
 - (iv) There is a delay resulting from an order of a court, or from strikes or lock-outs, or
 - (v) There is a delay for reasons of inclement weather, or conditions resulting from inclement weather. Such delays will be considered when the Contractor works on the project site less than half a normal working day for reasons of inclement weather. A normal working day shall comprise the average duration worked by the Contractor on the preceding 5 uninterrupted working days. Inclement weather occurring after the completion date, will not be considered as a reason for delay. Inclement weather occurring during the period between November 1 and April 30 of the following year will not be considered as a reason for delay.
- d) The circumstances precipitating the request occurred prior to the completion date and the Contractor demonstrates to the satisfaction of the Owner's Representative that the circumstance impacted the overall project schedule, preventing completion of the Contract by the specified interim or Contract completion date.

1.12 Failure to Complete

1.13 Default and Cancellation

1.13.1 Causes and Notice

A Contractor who:

- (a) fails to begin the Work under the Contract within the time specified, or
- (b) fails to prosecute the Work with sufficient workmen and equipment, or with sufficient materials to ensure the prompt completion of the work, or
- (c) in the opinion of the General Manager performs the Work unsuitably, or
- (d) neglects or refuses to remove materials, or to perform such Work as shall be rejected as defective and unsuitable, or
- (e) discontinues the prosecution of the work, or
- (f) fails or refuses to place additional equipment on the Work in order to complete the Work within the specified time and when so ordered by the General Manager, or
- (g) fails to promptly pay his creditors for labour, services, equipment, supplies and materials used or reasonably required for use on or in the work

shall be deemed to be in default of his Contract.

A Contractor who is in default of his Contract may be given notice in writing by the General Manager setting out such default and the Contractor shall within six (6) days of receipt of such notice proceed to remedy or rectify such default.

1.13.2 Failure to Remedy

If, after a period of six (6) days of the notice from the General Manager the Contractor fails to remedy or rectify such default, the County may without violating the Contract, take the prosecution of the Work out of the hands of the Contractor and the County may:

- (a) appropriate or use any or all materials and equipment on the ground and as may be suitable and acceptable to complete the Contract, or
- (b) enter into an agreement with some other person for the completion of the Contract according to the terms and provisions thereof, or
- (c) compel the Surety to complete the Contract according to its terms and provisions, or
- (d) use such other methods as in the County's opinion may be required for the completion of the Contract in a reasonable manner.

1.13.3 Costs and Claims

All costs and charges incurred by the County, together with the cost of completing the work, shall be deducted from any monies due or which may become due to the Contractor. In case the expense so incurred by the County, if it had been completed by the said Contractor, shall exceed the sum which would have been payable under the Contract, then the Contractor or his Surety shall be liable and shall pay to the County the amount of the excess, up to the specified amount of the bond.

The Contractor shall not have any claim for compensation or damages against the County for any stoppage or delay caused by or resulting from Work having been taken out of the hands of the Contractor under the provisions of this Contract.

1.14 Annulment Without Fault of Contractor

The County shall have the right at any time to annul this Contract upon giving six (6) days' notice, in writing, to the Contractor. In this event the Contractor shall be entitled to the value of the completed Work done by him under the terms and conditions of this Contract up to the time of such annulment, including the retained percentage.

The County may at its discretion reimburse the Contractor for those costs which are directly chargeable to that portion of the Contract not performed by reason of annulment, and which it deems as justifiable.

1.15 Ownership of Equipment

The Contractor shall own and have under his direct control and supervision at least fifty (50%) percent of the equipment listed and in use upon the work. This clause shall not apply to motor vehicles licensed under the Public Service Vehicles Act and used in the haul of gravel and sand.

1.16 Assignments

The Contractor shall not sublet, sell or assign any portion of the Contract or the Work provided therein, without the written consent of the County. Requests for permission to sublet, assign or otherwise dispose of any portion of the Contract shall be in writing and accompanied by the written consent of Surety and by showing that the Sub-Contractor, who will perform the work, is particularly experienced and equipped for such work. No such subletting, selling or assignment, even though duly consented to, shall exonerate the Contractor from liability under this Contract for the due performance of the Work hereby contracted for.

1.17 Extra Work

Extra Work shall include Work not specified in the Contract and/or of a class not included in the RFPQ.

No Work for which the Contractor shall be entitled to extra compensation shall be done without authorization in writing from the General Manager. An RFS amendment shall be completed prior to the Work commencing.

In the event Extra Work becomes necessary, it shall be paid for by the County at the unit price or prices given in the Contract.

1.18 General Manager Sole Judge of Work

The General Manager shall be the sole judge of the Work and materials in respect of both quality and quantity, and his decision on all questions in dispute with regard thereto, or as to the meaning or intention of this Contract and as to the meaning or interpretation of the Plans, Drawings and Specifications shall be final, and no Work under this Contract shall be deemed to have been performed, nor materials or things provided, so as to entitle the Contractor to payment therefore, unless and until the General Manager is satisfied therewith, as evidenced by his estimates in writing, which estimate shall be a condition precedent to the right of the Contractor to be paid therefore.

1.19 Work Subject to Control of General Manager

The Work shall, in every particular, be under and subject to the control of the General Manager, and all orders, directions and instructions at any time given by the General Manager with respect thereto, or respecting the conduct thereof, shall be obeyed by the Contractor and promptly and efficiently performed and complied with to the satisfaction of the General Manager.

1.20 Engineering Tests, Stakes, or Other Marks

All construction stakes will be furnished and set by the County or its agents. The Contractor shall give the County ample notice of the time and place where the construction 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 County or its agents.

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 County thereof in writing in time for the County to verify or check such stakes or marks before the Work is commenced.

Where the County provides to the Contractor summaries of tests taken on or about the said Work by the County or its agents, the Contractor must satisfy himself as to the meaning and correctness of test results. No claim will be allowed on account of alleged inaccuracies of test results unless the Contractor notifies the County in writing within sufficient time for the County to verify or check said test results before Work is commenced or continued.

1.21 Project Superintendent

The Contractor shall keep a competent project superintendent upon the Work at all times. Such project superintendent shall be considered the lawful representative of the Contractor, and shall be fully authorized to act for him, and to receive such orders as may be given by the County for the proper continuance of all phases of the work, including the Work of all sub-contractors.

1.22 Notice

Any notice, or direction or other communication which is to be or may be given to the Contractor, under the provisions of this Contract, may sufficiently be given if delivered to the Contractor personally, or to his project superintendent, or left at the Contractor's office, or mailed at any Post Office, to the Contractor or Project Superintendent addressed to the address mentioned in this Contract.

1.23 Wages, Minimum Wage Clause, Hours of Work

All mechanics, laborers and other persons who perform Work or labour in the construction of the works hereby contracted for, shall be paid such wages as are generally accepted as current from time to time, during the continuance of the Contract, for workers in the district in which the Work is performed. No workers shall be required to Work for more than the number of hours authorized by law in any day, week or month, except for the protection of life or property, or other such emergency.

1.24 Payment and Power to Retain Money on Default

The Contractor shall promptly pay for all labour, services, equipment, supplies, and materials in or about the construction of the works, including in such indebtedness any sum due for the labour or services of any sub-contractor, foreman, worker, laborer, or other person or for the use, rent or hire of plants or machinery, or any sum due for services, equipment, supplies, or materials, including camp supplies used in, upon, in respect of, or about the works, or any portion thereof, whether due from the Contractor or any sub-contractor; and in the event of failure by the Contractor at any time to do so, or if the County has reason to believe that such payments will not be promptly paid or made, the County may retain out of any monies due to the Contractor from the County, such amount or amounts as the County may deem sufficient to satisfy the same, or pay the Contractor the monies due him in installments, giving him from time to time notice of such claims requesting him to pay the same and withholding the balance until the same are satisfied or may pay all or any of such payments, sums or claims, rendering to the Contractor the balance due him after deducting the payments.

When the liabilities of the Contractor under this Contract exceed the monies owing by the County, the Contractor and his Surety shall pay all such claims as are certified by the County to be correct.

1.25 Books Open for Inspection

The Contractor's payrolls, time books of account, invoices and statements shall be at all times open for inspection and extract by the General Manager, and any authorized representative of the County, or either of them, who shall be assisted in every possible way by the Contractor to enable the General Manager and such representative to ascertain as far as possible the exact payment, sums or claims so due and remaining unpaid by the Contractor.

1.26 Indemnification and Damage Claims

The Contractor and all persons employed by him or under his control, and all employees of his subcontractors (if any) shall use due care that no person or property is injured, and that no rights are infringed in the prosecution of the work. The Contractor shall be solely responsible for all damages by whomsoever claimable, in respect of any injury to persons or to lands, buildings, structures, fences, trees, crops, roads or property of whatever description, and in respect of any infringement of any right, privilege or easement whatsoever, occasioned in carrying on of the works, or any part thereof, or by any neglect on the Contractor's part or on the part of any of his employees or any of his sub-contractors. He shall at his own expense make such temporary provisions as may be necessary to ensure the avoidance of any such damage, injury or infringement and to prevent the interruption of, or danger or menace to, the traffic or any public

or private road, and to secure to all persons the uninterrupted enjoyment of all their rights in and during the performance of the said works.

The Contractor shall indemnify and save harmless the County and the employees of the County from and against all claims and demands, loss, costs, damages, actions, suits, or other proceedings by whomsoever made, brought or prosecuted in any manner whatsoever that may arise directly or indirectly out of any act or omission of the Contractor, his employees or any of his subcontractors in the performance of the work.

1.27 Notice of Accident or Near Miss

In the event of any accident or near miss 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 in accordance with Exhibit A to this Contract, a report on the matter to a County Representative and to any government authorities as required by law

1.28 Precautions as to Fire

The Contractor shall, at his own expense, take special precautions to prevent fire occurring in or about the works, and to employ his own workmen to the satisfaction, and under the direction of the County, in extinguishing all such fires as may occur; and shall observe and comply with all laws and regulations and with instructions made and given from time to time by the County during construction, with respect to fires and the prevention and extinguishing of fires, and shall pay all wages and other outlays occasioned by reason of the observance and compliance with such regulations and instructions.

1.29 Clean Premises

The Contractor shall upon the completion of the Work remove all temporary structures and clear away all rubbish and surplus and waste materials remaining on or about the works, and leave the premises in a neat and tidy condition satisfactory to the County.

1.30 Damage to Work and Force Majeure

The works performed and completed shall be at the risk of the Contractor and he shall bear all loss or damage whatsoever from whatsoever cause arising, excepting either acts of the Queen's enemies or acts of God, which may occur to the works, prior to Contract completion, and if any such loss or damage occurs before such completion, the Contractor shall immediately, at his own expense, repair, restore, and re-execute the Work so damaged, or replace losses incurred, so that the whole works, or the respective portions thereof, shall be completed within the time limited for completion thereof.

1.31 Access to Work

Right-of-way for access to material sources, railway sidings and temporary railway crossings will be provided by the County but the Contractor shall construct where necessary, the roadway into the material sources, and railway sidings. The Contractor shall repair all damages to public and private roads, due to his hauling over the same.

1.32 Accommodation of Traffic

The Contractor shall make suitable provisions to accommodate all traffic, whether pedestrian or vehicular, over or around any part of the project upon which Work is being performed in accordance with the County's Traffic Accommodation in Work Zones manual located on the Parkland County website: www.parklandcounty.com. The Contractor shall submit plans for Accommodation of Traffic to the County a minimum of 3 weeks prior to the start of construction for review and approval. Refer to Section 1.5 Special Traffic Accommodation of Appendix E – Special Provisions for further information.

1.33 Safeguarding Utility Installation

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

1.33.1 Contractor's Responsibility

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

Where the County has provided the available pertinent information respecting the position and extent of pipelines, buried telephone cables, and other underground utilities, this shall not be deemed to relieve the Contractor of his responsibility to contact all affected utility owners to determine the existence of any additional utility installation. It shall also be the Contractor's responsibility to maintain liaison with the utility owners concerning the timing of their work, and to co-ordinate his operations according in compliance with Section 1.10.1.

1.33.1 Telephone Facilities

When there are telephone facilities which are affected by the Work, the applicable telephone company may carry out the required relocation of their facilities concurrently with the construction operations. In those areas where it is not immediately feasible to relocate the buried cable to the final location, the telephone company may temporarily place a cable along the right-of-way boundary and bury it upon completion of grading operations.

1.33.2 Power Lines

1.33.2.1 General

When there are power facilities within the limits of this project, alterations to the facilities will be carried out by the applicable power company concurrently with the grading operations. The Contractor, in undertaking any Work near existing power lines, shall comply with the Regulations under the Electrical Protection Act.

1.33.3 Pipelines

1.33.3.1 General

It is the contractor's responsibility to identify any companies which have pipelines located within the limits of this project. Any adjustment Work will be carried out by the Pipeline Owner/Operator concurrently with the construction operations.

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

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

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

Prior to the commencement of construction operations, the Contractor shall complete a one-call and review the project with representatives of each pipeline company and the Owner's Representative to determine the location and specifics of each pipeline within the project limits.

Upon completion of this step the Contractor may begin his operations, and shall carry out all Work in the vicinity of pipelines in accordance with the following precautionary measures.

- a) The Contractor, being fully aware of the location of all pipelines, shall mark the location of the same so their positions are readily identifiable to all Work forces.
- b) Under no circumstances shall Work be commenced within 30 m of any pipeline until the required adjustments (if any) have been completed and a written crossing agreement has been received from the affected company.
- c) The Contractor shall contact the company representative 72 hours prior to commencing construction operations within 30 m of a pipeline so arrangements may be made to have a company representative or his delegate present during the period machinery is being employed within 30 m of a pipeline. Absolutely no Work shall be undertaken within these limits until a company representative is present at the site and has authorized the same.
- d) No operations involving the use of machinery shall be commenced within 5 m of a pipeline until the line has been hand exposed, its location accurately referenced, and any required protection is put in place and/or adjustment to the pipeline is complete. The exposure and backfilling of the pipelines shall be undertaken by the Contractor under the direct supervision of the Owner's Representative and the pipeline company's representative. The exposure and backfilling of pipelines will not be paid for separately, but shall be included in the unit prices for the applicable classes of excavation.
- e) If the Contractor proposes to move any construction equipment across the pipeline right-of-way prior to the commencement of construction operations, the Contractor shall use timbers or a pad of earth if the pipeline company so desires or the Owner's Representative so directs. This protection shall be constructed to specifications established by the pipeline company and the Owner's Representative.

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

- f) Clearing required within 30 m of a pipeline shall be carried out using suitable hand operated tools, and burning or burial of debris within 30 m of a pipeline is strictly prohibited. The method of removal and disposal of the debris shall require the approval of the Owner's Representative. This Work will be paid for at the applicable unit price bid for "Clearing" or "Clearing and Timber Salvage" and no separate or additional payment will be made. When the Contract does not contain bid items for clearing or clearing and timber salvage, any required clearing will be considered incidental to the Work.
- g) The Contractor shall not store, park or drive any equipment, materials and/or vehicles over or along any pipeline right-of-way except as reasonably necessary in the actual construction of the roadway.
- h) Notwithstanding the foregoing, the Contractor shall conduct his operations in the vicinity of all pipelines in accordance with the Pipeline Act of Alberta, the National Energy Board Regulations and other related legislation.

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

The Contractor is responsible for locating all underground pipelines, power lines and communication lines for the purpose of taking all precautionary measures to protect these or such from the Contractor's operations.

1.34 Environmental Management

1.34.1 Environmental Legislation, Regulations, Approvals, and Permits

The County is in the process of obtaining the environmental approvals, permits, licences, and/or authorizations required for the tendering of the project. The Contractor shall familiarize themselves with all applicable federal and provincial legislation and regulations concerning environmental protection and shall conduct his activities in accordance with such legislation and regulations, including, but not limited to, the provincial Environmental Protection and Enhancement Act and Water Act, and the federal Fisheries Act and Navigable Waters Protection Act.

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

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

The Contractor shall familiarize himself with Regulatory Requirements (Chapter 3) and the Environmental Approvals Framework (Appendices A – C, and 1 – 19) as set out in the most recent edition of the Alberta Transportation manual entitled "Environmental Management System Manual". In the event of conflicting statements between the various Acts, Authorizations, Permits, and Codes of Practice, the more stringent requirement shall apply.

1.34.2 Environmental Construction Operations Plan

The Contractor shall prepare and implement an Environmental Construction Operations Plan for the Contractor's project activities in accordance with the "Environmental Protection Plan for the Planning and Construction of Water and Transportation Projects".

The Environmental Construction Operations Plan is intended to deal with temporary erosion control measures under the control of the Contractor during construction; not permanent or long term environmental or erosion control devices specified in the Contract.

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

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

The Owner's Representative may suspend Work in cases where, in his opinion, the Contractor fails to comply with procedures stated in the ECO Plan. If the Contractor fails to adhere to the finalized ECO Plan, the Owner's Representative may make other arrangements to have the Work completed, and deduct the cost thereof from any money owing to the Contractor.

The cost of preparing the Environmental Construction Operations Plan and the performance of all Work necessary to ensure compliance with the applicable legislation, regulations or conditions of approval will be considered incidental to the Work and no separate or additional payment will be made.

1.34.3 Environmental Protection Devices or Procedures

1.34.3.1 Permanent Environmental Protection Devices

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

1.34.3.2 Temporary Environmental Protection Devices or Procedures

All other environmental protection or erosion control devices or procedures required to ensure compliance with the Specifications, applicable legislation, regulations or approvals during construction are deemed to be necessary only as temporary environmental protection measures and shall be the direct responsibility of the Contractor. This shall include the responsibility for determining the quantities, nature and locations of such devices or procedures and the timing of each event. The Contractor shall, to the extent possible, identify these devices or procedures in his Environmental Construction Operations Plan.

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

1.34.3.3 Maintenance of Environmental Protection Devices

The Contractor shall maintain all permanent erosion control devices to the extent required and as directed by the Owner's Representative, up to the time of Construction Completion. The Contractor shall monitor and maintain temporary erosion control devices at all times throughout construction and during periods of shutdown, to the extent required to protect the environment. Payment for maintaining temporary and permanent erosion control devices will be considered incidental to the Work.

1.34.5 Work Subject to the Migratory Birds Convention Act

The Contractor is advised that the all Work is subject to the Migratory Birds Convention Act. The Contractor will be prohibited from carrying out clearing or other Work that may disrupt nesting habitat for the period of time during which birds species listed under the Act are present and nesting. At the sole discretion of Environment Canada, this period may start by March 1 and extend through to September 30 in any year. Depending on the project location and seasonal weather conditions, Environment Canada reserves the right to adjust these dates.

If the Contractor wishes to commence clearing or other potentially disruptive Work after March 1 and before September 30, he shall employ a Wildlife Specialist, acceptable to the Owner's Representative, to determine whether the proposed Work will disturb nesting birds listed under the Act. The Contractor shall submit the Wildlife Specialist's report to the Owner's Representative for review a minimum of 1 week prior to the scheduled commencement of this work.

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

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

1.34.5 Pollution Control

The Contractor shall not dump, spill or dispose of any overburden, trees, brush petroleum products, camp refuse or any other debris into any watercourse, reservoir or other natural water basin, or into any area which may ultimately cause pollution to water drainage or storage systems. The Contractor shall cleanup any deposits or waste arising from his Work which may cause subsequent pollution, and should he fail to do so, the General Manager may, without further notice, arrange the clean-up of such deposits at the expense of the Contractor.

The Contractor shall conduct his operations in accordance with the current legislation concerning pollution control, including the Clean Air Act, the Clean Water Act and other related legislation. It shall be the Contractor's responsibility to familiarize himself with the applicable legislation and regulations and obtain all necessary permits and/or approvals for his operations.

1.35 Goods and Services Tax

The Goods and Services Tax shall be applied as required by Federal legislation. It shall be shown in the applicable space provided in the Unit Price Table of the Pricing Form.

1.36 Completion and Acceptance

1.36.1 Contract Completion

Upon notice from the Contractor of completion of the Contract, the County will make an inspection accompanied by the Contractor's superintendent. If all Work under this Contract is found to be completed in accordance with the specifications that inspection shall constitute the Substantial Performance and Final Construction Completion Inspections and the County will notify the Contractor, accordingly in writing.

If the inspections disclose any work, in whole or in part, as being unsatisfactory; the County will give the Contractor the necessary instructions for correction of same, and the Contractor shall immediately comply with and execute such instructions. Upon satisfactory completion or

correction of the work, another inspection will be made which shall constitute the Substantial Performance or Contract Completion Inspection and the Contractor will be notified in writing.

1.36.2 Final Acceptance

Prior to the expiration of the warranty period, the Work will again be inspected by the County. After satisfactory correction of any deficiencies and the expiration of the warranty period, the County will notify the Contractor, in writing, of Final Acceptance; thereby releasing the Contractor from further obligations under the terms of the Contract. The warranty period is 2 years long.

1.37 Correction of Defects, Warranty Period, and Maintenance Bond

Neither the notice of Substantial Performance, Construction Completion, nor payment thereunder, nor any provision in the Contract documents shall relieve the Contractor from responsibility for faulty materials or workmanship, which appear within a period of one year from the date of notification of Contract Completion. He shall remedy any defects due thereto and pay for any damages to other Work resulting therefrom which appear within such period of one year.

1.38 Payments and Holdbacks

1.38.1 Payments

The compensation herein provided shall constitute full payment for the Work indicated, completed and in place, including the furnishing of all materials, tools, machinery, equipment, labour and Work incidental thereto as well as any and all expenses incurred by reason of any cause whatever, except as otherwise provided herein.

All progress payments will be prepared by the County 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.

The final quantities of Work performed will be computed by the General Manager on the basis of measurements taken by him or his agents and these measurements shall be final and binding.

1.38.2 Holdbacks

A ten (10%) percent holdback shall be withheld from the total of all payments and shall be retained for a period of forty-five (45) days after the date of written notice of Contract Completion from the County.

The Contractor shall provide a signed Statutory Declaration dated not before the end of the forty-five (45) day holdback period stating that all materials, labour, Work and services incurred have been paid for by the Contractor.

After the end of the forty-five (45) day period, the County may withhold further, from the whole or part of monies owing the Contractor, an amount as may be required in the opinion of the County on account of:

- a) claims filed or reasonable evidence in the opinion of the County indicating probable filing of claims, or
- b) evidence of failure of the Contractor to make final payment to subcontractors or for materials or for labour, or

- c) failure of the Contractor to make payments for assessments due to the Workers Compensation Board, or
- d) final measurements and computation of final quantities by the County or its agents.

1.39 Arbitration

In the case of any dispute between the County or the General Manager on its behalf, and the Contractor during the progress of the work, or afterwards or after the termination or breach of the Contract as to any matter arising thereunder, either party hereto shall be entitled to give to the other notice of such dispute and to demand arbitration thereof. Such notice and demand being given, each party shall at once appoint an arbitrator and these shall jointly select a third who shall be their chairman. The decision of any two or three arbitrators shall be final and binding upon the parties who covenant that their disputes shall be so decided by arbitration alone and not by recourse to any court by way of action at law, provided that in the event of there being no majority decision then the decision of the chairman shall be final and binding upon parties. However, if within a reasonable delay the two arbitrators appointed by the parties do not agree upon a third or a party who has been notified of a dispute fails to appoint an arbitrator or an arbitrator to represent them in default, or both such arbitrators may, upon simple petition of the party not in default, be appointed pursuant to the provisions of the Arbitration Act for the Province where the Work is undertaken.

When the Contractor applies for an arbitration, the application shall not be entertained until security to the amount of \$500.00 has been deposited by the applicant with the County to apply to the cost of the arbitration. In case of a balance remaining to the credit of the Contractor, according to the certificates of the County, the same may be received on account of the said security to apply to the cost of arbitration. Arbitration proceedings shall not take place until after the completion or alleged completion of the Work except:

- (a) on a question of certificate for payment, or
- (b) in a case where either party claims that the matter in dispute is of such nature as to make immediate arbitration on proceedings necessary while the evidence is available.

The cost of arbitration shall be apportioned against the parties hereto or against any one of them as the arbitrators may decide.

Application for arbitration must be made within thirty (30) days from the time of Contract Completion or from the issuing of the certificate for final payment.

1.40 Authority of the Owner's Representative

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

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

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

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

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

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

APPENDIX E – SPECIAL PROVISIONS

1.1 Existing Conditions

The Contractor is responsible for obtaining all information concerning volumes and depths of flow, manhole depths, air quality in the sewers, accessibility of manholes, traffic flows, and any other considerations that might affect the procedure for conducting the inspection. The Contractor's price for conducting the inspection shall provide for completing the inspection under existing conditions.

1.2 Water Usage and Sewer Cleaning Debris Disposal

1.2.1 Temporary Water Supply

- a) The Contractor shall be responsible for arranging and paying for all water necessary for the Work.
- b) Municipal water can be used in Entwistle and Acheson with the conditions below.
- c) There is no public water source in the Hamlet of Tomahawk. It is the Contractor's responsibility to source and transport water from offsite and any additional costs for such source and supply shall be included in the unit bid price.
- d) No separate payment shall be made for this Work and the Contractor is responsible for making all arrangements including making payments, obtaining permits and incorporating all necessary equipment, backflow prevention and safety measures as payment.
- e) Where performance of the Work requires municipal water supply, the Contractor may obtain water from the County's fire hydrants provided the following conditions are met:
 - i. Obtain portable Fire Hydrant meter from Water & Wastewater Services
 - ii. Immediately after each use, the Contractor shall close the portable gate valve and shall turn the hydrant operating nut to the closed position to prevent any backflow contamination in the water mains;
 - iii. The operating nut shall not be over-tightened as to damage the hydrant when turning it off;
 - iv. A list of hydrants used by the Contractor (and subcontractors) shall be submitted by the Contractor to the County upon project completion or on a weekly basis in cold temperatures, identifying the location of the hydrant, company name of user, and the date of use;
 - v. The Contractor shall be responsible for all claims arising from the misuse of County hydrants by the Contractor; and
 - vi. Access to fire hydrants must be maintained at all times for emergency services.

- f) Provide all necessary temporary piping and, upon completion of the Work, remove all such temporary piping.
- g) Failure to meet the preceding conditions may result in penalties and related costs, incurred by the County, to be charged to the Contractor.
- h) The Contractor is not authorized to operate any existing main valve in the County's water distribution systems. Water & Wastewater Services must be contacted to operate any existing main valve.
- i) Water supplied from hydrants shall be placed in a tank prior to use.
- j) Contractor is responsible to de-chlorinate all municipal water prior to using to flushing storm mains.

1.2.2 Requirements for Debris Disposal

- a) In the Hamlet of Tomahawk;

All debris from sanitary or storm sewer system pre-inspection cleaning and solid debris cutting will be collected, transported, and disposed of by the Contractor. With written approval, debris may be decanted off in the sewage lagoon owned by Parkland County in Tomahawk. Parkland County shall be notified at least 24 hours in advance of each load being disposed of. Any solid debris as determined by the County, including gravel, shall be transported and disposed of by the Contractor at a pre-approved disposal facility.

- b) In the Hamlet of Entwistle;

All debris from sanitary or storm sewer system pre-inspection cleaning and solid debris cutting will be collected, transported, and disposed of by the Contractor. With written approval, debris may be decanted off in the sewage lagoon owned by Parkland County in Entwistle. Parkland County shall be notified at least 24 hours in advance of each load being disposed of. Any solid debris as determined by the County, including gravel, shall be transported and disposed of by the Contractor at a pre-approved disposal facility.

- c) In the Big Lake County Residential and Acheson Industrial Area;

All debris from sanitary or storm sewer system pre-inspection cleaning and solid debris cutting will be collected, transported, and disposed of by the Contractor. No debris dumping shall be allowed in any sewer manhole or any surface other than an approved disposal site.

In some circumstances and with written approval only, Parkland County may allow decanting of sanitary debris only into Acheson Big Lake Wastewater collection system.

Under no circumstances will storm debris decanting or disposal be permitted into Acheson Big Lake Wastewater collection system.

1.3 Details and Access to the Sanitary and Storm Mains on private property

- a) Access to some sanitary and storm mains is through private property in confined easements. Work must be pre-scheduled a minimum of five (5) working days prior Work commencement and the contractor is responsible for property owner contact and access coordination.
- b) Contractor shall become knowledgeable of the site specific safety requirements and Work with the private property owner to ensure that all safety requirements are met.

1.4 Scheduling of Work

1.4.1 Hours of Work – Noise Restrictions

- a) Hours of Work resulting in outdoor noise are restricted to 7:00am to 10:00pm on weekdays and 9:00am to 10:00pm on weekends/holidays as per Parkland County's Bylaw 03-2012 Community Standards Bylaw
- b) The contractor must submit a request to the County and receive approval for any Work outside of the hours in Item 1.4.1a) prior to commencing work.

1.4.2 Water Plant Backwashing

- a) While carrying out Work on the sewer system in the Hamlet of Entwistle, the Contractor will have to coordinate with Water and Wastewater Services from Parkland County (contact information below) to ensure Work is performed around the backwashing schedule of the related water plant, if applicable. As a general guideline, the water plant's backwashing schedule occurs every 2 days for approximately 2 hours and affects the majority of the mains to be inspected in this contract.

Contact Information

Manager, Water, Wastewater & Solid Waste Services

Phone: (780) 968 – 8888 ext. 8391

1.4.3 Forcemain Cleaning and Inspection

- a) Work must be scheduled with Water and Wastewater Services during off-peak hours to allow for the temporary shut-down of the related lift station.
- b) Depending on Contractor's Work plan and estimated hours of Work to pre-clean and CCTV inspect, off-peak hours may include scheduling night Work with notice and noise control, scheduling weekend Work or arranging, at the Contractor's cost, additional flow control such as utilizing a vac truck to reduce flow accumulation in the lift station.

1.5 Special Traffic Accommodation

- a) When the Contractor carries out Work on the sewer system along any provincial Highway Right-of-ways, they will need to contact Alberta Transportation (contact information below) 3 weeks prior to carry out Work in the right of way. A detailed traffic accommodation plan will have to be submitted to Alberta Transportation.

- b) Where applicable, the Contractor shall submit to and receive approval for any traffic accommodation plan from other regulatory bodies including Alberta Transportation and CN Rail.
- c) No Work can commence until all approvals have been granted by the other governing body

1.6 ECO Plan

The Contractor will be required to submit and receive approval for an ECO Plan specific to the sites where Work is being performed.

APPENDIX F – TECHNICAL SPECIFICATIONS

- The Technical Specifications are attached as a separate electronic document and form part of this RFPQ.