



Request for Quotations
For
Acheson Zones 1 & 2 Wastewater Rehabilitation
Cured in Place Pipe

Request for Quotation No.: **Q201118EN**

Issued: **November 24, 2020**

Submission Deadline: **December 17, 2020 at 14:00:00 local time**

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

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PART 1 – INTRODUCTION

1.1 Invitation

This Request for Quotations (the “RFQ”) issued by Parkland County (the “County”) is an invitation to submit non-binding offers for the provision of Construction Services for the rehabilitation of the wastewater system using Cured in Place Pipe (CIPP) Techniques located in Acheson Industrial Area for Parkland County’s Wastewater Rehabilitation Program as further described in Part 4, for the Rates established in Appendix B. The respondent selected pursuant to this RFQ process will be informed in writing. Respondents not selected will also be informed in writing.

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.

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

County Contact: Taha Rizvi, Procurement Specialist
Email: taha.rizvi@parklandcounty.com

1.2 RFQ Timetable

Issue Date of RFQ	November 24, 2020
Deadline for Questions	December 8, 2020 at 16:30 hrs local time
Deadline for Issuing Addenda	December 10, 2020
Submission Deadline	December 17, 2020 at 14:00:00 hrs local time
Rectification Period	Five Business Days from notification of Rectification
Anticipated Award Date	January 8th, 2021

The RFQ timetable is tentative only, and may be changed by Parkland County at any time prior to the Submission Deadline.

1.3 No Guarantee of Volume of Work or Exclusivity of Contract

Parkland County makes no guarantee of the value or volume of work to be assigned to the successful respondent. The Agreement with the selected respondent 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 the RFQ or may obtain the same or similar Deliverables internally.

1.4 Submission Instructions

Respondents are requested to submit their submission in the form prescribed herein by the Submission Deadline to the Parkland County Contact identified below in the manner set out below.

Respondents should submit one electronic copy (in PDF or Word format) by email to the County Contact.

Taha Rizvi, Procurement Specialist
Email: taha.rizvi@parklandcounty.com

Submissions are to be prominently marked with the RFQ title and number (see RFQ cover), with the full legal name and return address of the proponent, and with the Submission Deadline.

1.5 Respondents to Review RFQ

Respondents shall promptly examine all of the documents comprising this RFQ and (a) shall report any errors, omissions or ambiguities and (b) may direct questions or seek additional information in writing by e-mail to the Parkland County Contact on or before the Deadline for Questions. 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 Parkland 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 RFQ or its process.

Respondents and their representatives may not contact individuals employed or engaged by any member of Parkland County, other than the Parkland County Contact, concerning matters regarding this RFQ. Only information received by the Parkland County Contact will be considered in the RFQ process. All such communications must be in writing. Any respondent that does not follow these instructions may be disqualified.

1.6 All New Information to Respondents by Way of Addenda

This RFQ may be amended only by an addendum in accordance with this section. If Parkland County, for any reason, determines that it is necessary to provide additional information relating to this RFQ, such information will be communicated to all respondents by addenda. Each addendum shall form an integral part of this RFQ. Such addenda may contain important information, including significant changes to this RFQ. Respondents are responsible for obtaining all addenda issued by Parkland County.

1.7 Amendment of Responses

Respondents may amend their responses prior to the Submission Deadline by submitting the amendment via email and prominently marked with the RFQ title and number and the full legal name and address of the respondent. Any amendment should clearly indicate which part of the response the amendment is intended to amend or replace.

1.8 Withdrawing Submissions

At any time throughout the RFQ process, a respondent may withdraw a submission. To effect a withdrawal, a notice of withdrawal must be sent to the County Contact and must be signed by an authorized representative. The County is under no obligation to return withdrawn submissions.

1.9 Debriefing

Respondents may request a debriefing after receipt of a notification of award. All requests must be made in writing to Parkland County Contact and must be made within 60 days of notification of award.

1.10 Litigation

Pursuant to Parkland County Policy C-AD35 – Impending Legal Action, suppliers who have initiated legal proceedings against Parkland County are ineligible to submit a proposal in response to this RFQ. For further information, please contact the Parkland County Contact.

[End of Part 1]

PART 2 – EVALUATION OF QUOTATIONS

2.1 Stages of Evaluation

The evaluation of quotations will be conducted in the following stages:

- Stage I will consist of a review to determine which submissions satisfy all of the mandatory requirements. Quotations failing to satisfy the mandatory requirements as of the Submission Deadline will be provided an opportunity to rectify any deficiencies. Quotations failing to satisfy the mandatory requirements within the Rectification Period will be excluded from further consideration. The Rectification Period will begin to run from the date and time that Parkland County issues its rectification notice to the respondent.
- Stage II will consist of a scoring on the basis of the Rated Criteria as set out in Part 4.
- Stage III may consist of an interview with the highest scoring respondent(s) from Stage II.

Subject to the Terms of Reference and Governing Law, the top-ranked respondent as established under the evaluation will be selected to enter into a contract for the provision of the Deliverables. The selected respondent will be expected to enter into a contract within the timeframe specified in the selection notice. Failure to do so may, among other things, result in the disqualification of the respondent and the selection of another respondent, or the cancellation of the RFQ.

2.2 Mandatory Requirements

2.2.1 Mandatory Forms

Each quotation must include:

- Appendix B – Quotation Form completed and signed by an authorized representative of the respondent

2.2.2 Other Mandatory Requirements

(a) Safety Pre-Qualification

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 RFQ. 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

(b) Consent of Surety

The quotation must be accompanied by a Consent of Surety. The signed and sealed Consent of Surety must be issued by a licensed company, firm or agency authorized to transact business of a Surety in the Province of Alberta for the amount set out in Section 6.4 of Appendix C – General Conditions.

(c) Pipeline Assessment and Certification Program (PACP) Certification

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

(d) Professional Engineer

The respondent must provide the name, permit to practice and number of years of experience designing CIPP liners, for at least one (1) Professional Engineer licensed to practice in the Province of Alberta. The respondent shall identify whether the design Engineer is sub-contractor or on staff.

2.3 Rated Criteria

In addition to submitting the Quotation Form, noted above and if applicable, respondents should respond to the non-price factors described in Part 4 with reference to the applicable rated criteria categories as set out in Section 4.3 of Part 4 – RFQ Particulars.

2.4 Tie Score

In the event of a tie score, the selected respondent will be the respondent with the most competitive price.

[End of Part 2]

PART 3 – TERMS OF REFERENCE AND GOVERNING LAW

In responding to this RFQ, and to be eligible for consideration, each respondent must submit a completed and signed Quotation Form that, among other things, acknowledges its acceptance of the RFQ Terms of Reference and Governing Law as contained hereunder:

- (a) this RFQ process is not intended to create a formal legally binding bidding process and shall not give rise to the legal rights or duties applied to a formal Contract A binding bidding process or any other legal obligations arising out of any tendering process contract or collateral contract, and instead shall be governed by the common law applicable to direct commercial negotiations;
- (b) neither party shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, the failure to award a contract or the failure to honour a quotation;
- (c) the respondent will bear its own costs associated with, or incurred in, the preparation and presentation of its quotation, including, if applicable, costs incurred for interviews or demonstrations;
- (d) no legal obligation regarding the procurement of any good or service shall be created between the respondent and Parkland County until Parkland County accepts the respondent's offer in writing;
- (e) when evaluating quotations, Parkland County may request further information from the respondents or third parties in order to verify, clarify or supplement the information provided in the respondent's submission, and Parkland County may revisit and re-evaluate the respondent's submission or ranking on the basis of any such information;
- (f) Parkland County may consider the respondent's past performance on previous contracts or any other relevant information taken into account by Parkland County when determining the acceptability of a respondent;
- (g) Parkland County may disqualify a respondent for any conduct, situation or circumstance that constitutes a Conflict of Interest, as solely determined by Parkland County. "Conflict of Interest" shall have the meaning ascribed to it in the Quotation Form (Appendix B);
- (h) the respondent consents to Parkland County's collection of the information as contemplated under this RFQ for the uses contemplated under this RFQ;
- (i) Parkland County will not return the submission or any accompanying documentation submitted by a respondent;
- (j) Parkland County may elect not to consider a respondent whose quotation contains misrepresentations or any other inaccurate, misleading or incomplete information;
- (k) Parkland County may prohibit a respondent from participating in a procurement process based on poor past performance or based on inappropriate conduct and such inappropriate conduct shall include but not be limited to (i) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information, (ii) the refusal of the respondent to honour its pricing or

other commitments made in its quotation, or (iii) any other conduct, situation or circumstance, as solely determined by Parkland County, that constitutes a Conflict of Interest; and

- (l) Parkland County may cancel this RFQ process at any time.

The parties also acknowledge that these terms (a) are included for greater certainty and are 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 pre-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 interpreted 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 – RFQ PARTICULARS

4.1 Deliverables

Parkland County is seeking quotations from qualified construction Contractors for the rehabilitation of approximately 515 meters of existing wastewater mains, 2 spot repairs, and 3 lateral repairs all located in the Acheson Industrial Area, using a Cured in-Place Pipe (CIPP) relining method as outlined in Section 4 of Appendix B - Non-binding Price Estimates.

The provision of the Deliverables will be governed by the terms and conditions set out in Appendix A.

4.1.1 Detailed Access and Work Plan

The respondent must provide a detailed access and work plan for manholes SSMH01-046, SSMH01-045, SSMH01-044, SSMH01-001 and SSMH01-060 as identified in Appendix F – Plans and Drawings, indicating anticipated traffic control in the Highway 16 and 60 Right of Ways, equipment and staging requirements, site preparation requirements for equipment access including any additional brushing/mulching/snow clearing, and ditch protection plan.

4.2 Material Disclosures

4.2.1 Location Plan

The project locations are in Acheson Industrial Area Zones 1 & 2. A location plan is provided in Appendix F – Plans and Drawings.

4.2.2 Inspection Reports

CCTV Inspection Reports from 2018 are provided for all mains in Appendix H – CCTV Inspection Reports. CCTV Inspection footage will be provided to the successful respondent.

4.2.3 Project Schedule

It is Parkland County's preference to have the Work under this RFQ is to be completed by June 30, 2021 with minimal disruptions to sanitary sewer and utility services. It is anticipated that all or a portion of this work may be performed during freezing conditions due to access requirements in saturated ground conditions in the South ROW of Hwy 16 at SSMH01-046 to SSMH01-001 and SSMH01-060 from Hwy 60.

4.2.4 Contract Security

Upon Contract award the successful Respondent shall provide security in accordance with Section 6.4 of Appendix C – General Conditions.

4.2.5 Insurance Coverage

The Contractor is required to carry Insurance policies in accordance with the minimum requirements and limits set out in Section 6.5 of Appendix C - General Conditions. Proof of insurance should be provided to Parkland County with the respondent's submission indicating such coverage is in place.

4.2.6 Worker's Compensation Board (WCB)

The Contractor is required to provide proof of compliance with all the requirements of the Worker's Compensation Act of Alberta. A WCB clearance letter should be provided with the respondent's submission as evidence of such compliance.

4.2.7 Supply of Materials

The Contractor is required to supply all materials, and these shall be new materials unless otherwise authorized by the Consultant. A complete job is required. Therefore, any labour, material, equipment, tool or incidental item not specifically mentioned, but necessary for completeness will be considered incidental to the Work and no separate or additional payment will be made.

4.2.8 Specifications and Standards

(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
- ASTM Standards D2990, D543, F1216, F1743, and F2019; most current versions

(c) **Appendix C - General Conditions**

(d) **Appendix D - Special Provisions**

(e) **Appendix E - Technical Specifications**

(f) **Appendix F - Plans & Drawings**

(g) **Appendix G - Table of Design Conditions & Repair Requirements**

(h) **Appendix H - 2018 CCTV Reports**

4.2.9 Main Material & Size

The material and diameter of the mains to be rehabilitated can be found in the Table of Design Conditions & Repair Requirements in Appendix G of this RFQ.

4.2.10 Consultant

The Consultant for the Work will be AECOM Canada Ltd.

4.3 Rated Criteria

Stage II will consist of an evaluation of the quotation to determine the high score based on the following criteria:

Rated Criteria Category	Point Scale	Minimum Threshold	Weighting	Total Points Available
Stage II				
Corporate Profile, Demonstrated Experience and References	0 to 5	3	X2	10
Contracting Team Qualifications	0 to 5	3	X3	15
Proposed Construction Methodology, Scheduling and Equipment	0 to 5	3	X5	25
Safety/Environmental	0 to 5	3	X3	15
Total Points (excluding Price)				
Pricing	n/a	n/a	n/a	35
Total Points				100

Scoring shall be awarded on a scale of 0 to 5 as outlined below. Partial scores or scores not defined below will not be used. Points will be assigned for each applicable criteria based on the information provided in the submission response. Points could be modified, depending upon reference checks, and other independent information subsequently received and confirmed.

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, negligible 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

Respondents should ensure their submission includes the following information to facilitate the evaluation process so that their submission receives full consideration:

4.3.1 Corporate Profile, Experience and References

This criterion will be evaluated as follows:

- (a) Demonstrated contractor suitability as well as suitability and past experience with any parties identified in a joint venture and any subcontractors;
- (b) Number of years of relevant experience and approximate total linear meters the respondent has been providing similar goods and services relevant to the Deliverables;

Minimum Requirements:

- a. At least five (5) years active experience and a minimum of a total 6,000 linear meters of commercial installation of CIPP products in gravity sewer applications.
- b. Demonstrated experience with lateral lining.
- (c) References from clients who have obtained similar Deliverables in the past five (5) years to those covered under this RFQ;

4.3.2 Contracting Team Qualifications

This criterion will be evaluated as follows:

- (a) Defined roles and responsibilities of the respondent and any of its agents, employees and sub-contractors who will be involved in providing the deliverables;
- (b) Demonstrated qualifications through resumes detailing education, experience, training, and certifications of the Respondents team members including identification of similar work as it correlates to their proposed role for this work; Identify all sub-contractors, including a description of their services relevant to the deliverables;
- (c) Any industry standard certifications and/or licenses to supply and/or install the proposed product; and

4.3.3 Proposed Construction Methodology, Scheduling and Equipment

This criterion will be evaluated as follows:

Evaluation of methodology will be based on the description of the respondents understanding of the project, key issues/challenges and overall approach to deal with the construction activities as well as a proposed approach to mitigate risks identified. This should include but is not limited to:

- (a) Proposed methodology for how the proponent will carry out the Scope of Work and provide the Deliverables including:
 - work site management plan including laydown areas, construction zones, flow by-pass planning and project phasing
 - work plan, communication plan, and project schedule, including level of resources for each activity
 - providing safe movement for workers, motorists and pedestrians
 - minimize disruption to traffic especially on Hwy 16 and Hwy 60

- minimize the number of mobilizations
- (b) A detailed access and work plan for manholes in accordance with Section 4.1.1.
- (c) Identified risks that may impact schedule or specified milestone timelines and how those risks will be mitigated.
- (d) Ability to meet the project completion date of June 30, 2021
- (e) Availability of major equipment. Indicate equipment applicability to the scope of proposed work and include whether owned, rented or subcontracted.

4.3.4 Safety/Environmental

This criterion will be evaluated as follows:

- (a) Demonstrated commitment to health and safety based on:
 - Ability to accept Prime Contractor
 - WCB Clearance Letter;
 - WCB Report Card or Rate Premium Statement;
 - Health and Safety Documentation including policy;
 - Safety Manual Table of Contents; and
 - Identify any other safety information or key issues pertaining the scope of work in this RFQ.
- (b) Environmental Policy and procedure for CIPP installation, lateral lining, and flow by-passing; and
- (c) Relevant example of an ECO Plan from a previous project or draft ECO Plan for this project.

4.3.5 Evaluation of Pricing

Respondents shall complete the Pricing Table in Appendix B.

Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing sheet.

Each Respondent will receive a percentage of the total possible points allocated to price for the particular category it has bid on by dividing that Respondent’s price for that category into the lowest bid price in that category. For example, if a Respondent bids \$120.00 for a particular category and that is the lowest bid price in that category, that Respondent receives 100% of the possible points for that category (120/120 x 100 = 100%). A Respondent who bids \$150.00 receives 80% of the possible points for that category (120/150 x 100 = 80%) and a Respondent who bids \$240.00 receives 50% of the possible points for that category (120/240 x 100 = 50%).

$$\frac{\text{Lowest rate}}{\text{Second-lowest rate}} \times \text{Total available points} = \text{Score for proposal with second-lowest rate}$$

$$\frac{\text{Lowest rate}}{\text{Third-lowest rate}} \times \text{Total available points} = \text{Score for proposal with third-lowest rate}$$

And so on, for each submission [End of Part 4]

APPENDIX A - FORM OF AGREEMENT

1. Contract Agreement

THIS SECTION SHALL BE FILLED OUT BY THE SUCCESSFUL CONTRACTOR

THIS Agreement made and concluded in duplicate as of this _____ day of _____ 20____, by and between Parkland County in the said Province of Alberta (hereinafter called "the County") of the first part and _____ of _____ in _____ (hereinafter called "the Contractor") of the second part.

WITNESSETH, that for and in consideration of the covenants and agreements on the part of the County, hereinafter contained and the prices hereinafter mentioned, the Contractor for himself, his executors, administrators and assigns, covenants and agrees with the County to do, furnish and perform the works, materials, matters, and things required to be done, furnished and performed, in the manner hereinafter described, in connection with the following work or works, namely:

CONTRACT NO. C201118EN – Acheson Zones 1 & 2 Wastewater Rehabilitation Cured in Place Pipe

in strict accordance with the plans and specifications of said work hereto attached, and to deliver the same over, complete and fully finished in every particular to the County on or before **June 30, 2021**.

IT is mutually agreed that the attached RFQ and bond of the Contractor, together with the plans, specifications and any special provisions herein designated and referred to are hereby made and shall be considered part of this Agreement the same as if herein fully set forth.

IN CONSIDERATION WHEREOF, and upon the Contractor fully completing and executing in every particular the Work herein contracted for within the time hereinbefore set out, and upon the said Contractor satisfying the County that all just claims for labour and materials and for damages in connection with the Work have been paid, the County covenants, promises and agrees to pay unto and to the said Contractor for the actual amount of work done and materials in place at the unit prices and amounts stipulated in the Contractor's attached RFQ.

1.1.1 The Contractor has furnished the following security for the due fulfillment of the contract in accordance with the provisions concerning Security in Section 6.4 of Appendix C – General Conditions:

The Contractor has furnished, and the County accepts a Performance Security as follows: _____

and a Labour and Material Payment Security as follows:

OR

The Contractor has furnished a security deposit in the form of a _____ in the amount of \$_____, that has been deposited with the County.

1.1.2 The attached RFQ and securities of the Contractor, together with the plans, general conditions, specifications and any special provisions herein designated and referred to are hereby made and shall be considered part of this Agreement the same as if herein fully set forth.

1.1.3 For all purposes of or incidental to the contract, the Contractor's physical and postal address shall be deemed to be: _____

SIGNED, SEALED, AND DELIVERED BY THE CONTRACTOR IN THE PRESENCE OF:

Witness

Contractor

Date

Date

REVIEWED BY THE DIRECTOR OF ENGINEERING SERVICES

Director, Engineering Services

Date

SIGNED BY THE GENERAL MANAGER OF OPERATIONS SERVICES AND THE SEAL OF PARKLAND COUNTY AFFIXED:

General Manager, Operations Services

Date

APPENDIX B – QUOTATION FORM

1. Respondent Information

Please fill out the following form, and name one person to be the contact for this RFQ 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:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (If Any):	
RFQ Contact Person and Title:	
RFQ Contact Phone:	
RFQ Contact Facsimile:	
RFQ Contact E-mail:	

2. Acknowledgement of Terms of Reference and Governing Law

The respondent acknowledges that this RFQ process will be governed by the specific Terms of Reference and Governing Law set out in this RFQ, and that, among other things, the Terms of Reference and Governing Law confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until Parkland County accepts the respondent's offer in writing.

3. Ability to Provide Deliverables

The respondent has carefully examined this RFQ and has a clear and comprehensive knowledge of the Deliverables required. The respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFQ for the pricing set out below and has provided a list of any subcontractors to be used to complete the proposed contract.

4. Non-binding Price Estimates

Respondents should provide pricing for the Deliverables described hereunder:

ACHESON ZONES 1 & 2 REHABILITATION PROGRAM						
PRICING FORM						
ITEM	SPEC. REF.	DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE	TOTAL
1	01 51 00	Mobilization and Demobilization	Lump Sum	1		
2	32 01 30.54	Sewer Cleaning (Pre-Lining and Warranty)				
2.1	32 01 30.54	Pre-Lining Sewer Cleaning (including Debris Cutting and Removal)	Linear Metres	850		
2.2	32 01 30.54	Pre-Lining Lateral Cleaning (including Debris Cutting and Removal)	Each	3		
2.3	32 01 30.54	Warranty Sewer Cleaning (including Debris Cutting and Removal)	Linear Metres	850		
2.4	32 01 30.54	Warranty Lateral Cleaning (including Debris Cutting and Removal)	Each	3		
3	33 01 30.16	CCTV Inspection				
3.1	33 01 30.16	Pre-Repair Inspection	Linear Metres	850		
3.2	33 01 30.16	Post-Repair Inspection	Linear Metres	850		
3.3	33 01 30.16	Warranty Inspection	Linear Metres	850		
3.4	33 01 30.16	Pre-Repair Inspection of Laterals	Each	3		
3.5	33 01 30.16	Post-Repair Inspection of Laterals	Each	3		
3.6	33 01 30.16	Warranty Inspection of Laterals	Each	3		
4	33 01 31	CIPP Lining				
4.1	33 01 31	Full Segment CIPP Lining (450 mm)	Linear Metres	120		

4.2	33 01 31	Full Segment CIPP Lining (375 mm)	Linear Metres	235		
4.3	33 01 31	Full Segment CIPP Lining (250 mm)	Linear Metres	160		
4.4	33 01 31	CIPP Point Repair (250 mm)	Each	2		
5	33 01 30.81	Lateral Repairs (T-Liners)				
5.1	33 01 30.81	Lateral Repair (L00-10)	Each	1		
5.2	33 01 30.81	Lateral Repair (L01-12)	Each	1		
5.3	33 01 30.81	Lateral Repair (L01-13)	Each	1		
6		Miscellaneous Items				
6.1	33 01 30	Flow Control (by segment)	Each	10		
6.2	33 11 00	Brush Clearing and Mulching (Provisional)	Lump Sum	1		
6.3	01 55 26	Traffic Control and Permitting	Lump Sum	1		
Total Price (Excluding GST)						
Total Price in words (Excluding GST)						

The respondent confirms that the line item description, measurement and payment information, contained within Appendix E – Technical Specifications, has been reviewed and the pricing information provided is accurate. The respondent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

The respondent acknowledges that the pricing is provided in Canadian dollars and includes all applicable duties and taxes except for Goods and Services Tax (GST), which should be itemized separately, all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to Parkland County, all costs of installation and set-up, including any pre-delivery inspection charges and all other overhead, including any fees or other charges required by law.

5. Addenda

The respondent is deemed to have 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 quotations 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.

6. Conflict of Interest

Prior to completing this portion of the Quotation Form, respondents should refer to the following definition of Conflict of Interest:

“Conflict of Interest” includes, but is not limited to, any situation or circumstance where

- (a) in relation to the bidding 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 (i) having, or having access to, information in the preparation of its quotation that is confidential and not available to other respondents, (ii) communicating with any person with a view to influencing preferred treatment in the RFQ process, or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process and render that process non-competitive and unfair; or
- (b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the respondent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

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 quotation; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

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 quotation, and/or the respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

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 RFQ process:

The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our quotation; **AND** (b) were employees of Parkland County and have ceased that employment within 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 Submission:

(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.

7. Confidential Information of Respondent

A respondent should identify any information in its quotation or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by Parkland County. The confidentiality of such information will be maintained by Parkland County, except as otherwise required by law or by order of a court or tribunal. Respondents are advised that their quotations 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 quotations. If a respondent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to Parkland County Contact.

Signature of Witness

Signature of Respondent Representative

Name of Witness

Respondent Representative Name and Title

Date: _____

I have authority to bind the respondent

APPENDIX C – GENERAL CONDITIONS

6.1 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.

6.1.1 "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.

6.1.2 "Contract" shall mean the written agreement covering the performance of the Work and the furnishing of labour, equipment and materials in the construction of the work.

It shall include the Request for Quotation, Contract Form, Contract Securities, Quotation, Plans, General Conditions, Specifications, Special Provisions and all Supplemental Agreements required to complete the Work in a substantial and acceptable manner.

6.1.3 "Consultant" or "Owners Representative" or "Engineer" shall mean the Professional Engineer or Engineering consulting firm that has been retained by the County to administer the Contract.

6.1.4 "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.

6.1.5 "County" shall mean Parkland County in the Province of Alberta as represented by the Council of the County.

6.1.6 "General Manager" shall mean the General Manager, Operations Services of Parkland County, and includes a person specifically authorized to perform any function under the Contract.

6.1.7 "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.

6.1.8 "Plans" shall include all drawings or reproduction of drawings, pertaining to the Work or any structure connected therewith.

6.1.9 "Person" shall include a body corporate, or a partnership and the heirs, executors, administrators or other legal representatives of a person to whom the context can apply according to law.

6.1.10 "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.

6.1.11 "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.

6.1.12 "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.

6.1.13 "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.

6.2 Quantities

The quantities given in the RFQ form are to be considered as approximate only, and are to be used in the comparison of bids. 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.

6.3 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 providing a submission shall be conclusive evidence that the bidder has made such investigation.

6.4 Security

Security shall be required for this RFQ. The successful respondent will be required to furnish security in a form satisfactory to the General Manager as follows:

- (a) a surety bond in the amount of fifty (50%) percent of the Contract quotation price, or a cash deposit or irrevocable letter of credit in the amount of ten (10%) percent of the Contract quotation price as a guarantee for the due performance of the Contract, and,
- (b) a surety bond in the amount of fifty (50%) percent of the Contract quotation price, or a cash deposit or irrevocable letter of credit in the amount of ten (10%) percent of the Contract quotation price as a guarantee for the payment in full of all claims for labour and for material used or reasonably required for use in the performance of the Contract.

6.5 Insurance

The Contractor shall furnish and maintain the following insurance coverage, insuring the Contractor and his employees against all claims and demands, loss costs, damages or actions arising out of the Contractor's obligations out of Section 6.26 of these Conditions:

- (a) comprehensive general liability for an amount of not less than five million dollars (\$5,000,000.00) inclusive per occurrence, and
- (b) standard automobile insurance for all vehicles owned, licensed, or leased by the Contractor for an amount of not less than five million dollars (\$5,000,000.00) inclusive per occurrence, and
- (c) non-owned vehicle insurance, for all applicable vehicles, coverage in an amount of not less than two million dollars (\$2,000,000.00) inclusive per occurrence.
- (d) Professional liability / errors and omissions liability insurance having a limit of not less than two (2) million dollars (Cdn. \$2,000,000.00) per occurrence for protection from claims arising out of performance or non-performance of such Consulting Services or professional work caused by or arising from any error, omission or act of any member of the Consultant.
- (e) Sudden and Accidental Pollution liability insurance having a limit of not less than one (1) million dollars (Cdn. \$1,000,000.00) for claims arising out of operations of the Contractor, including but not limited to bodily injury & property damage All potential claims will be reported to the County within seventy-two (72) hours of the event, per occurrence.

A Certificate of Insurance, naming Parkland County as an “Additional Insured”, shall be supplied to the County evidencing that the above insurance is in force, and the Contractor will endeavour to provide the County with thirty (30) days written notice prior to any cancellation or material change to the policies.

6.6 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.

6.6.1 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.

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 6.9 in cases of recognized imminent danger.

6.6.2 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.

6.7 Precedence

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

1. Pricing Form
2. Form of Agreement
3. Special Provisions
4. General Terms and Conditions
5. Change Order and Change Directives
6. Technical Specifications
7. Plans and Drawings
8. Site Instructions (Written)

6.8 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.

6.9 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.

6.10 Hindrances and Delays

Subject to Section 6.11 and Section 6.17 the Contractor shall not have any claim for compensation for damages against the County for any stoppage or delay from any cause whatsoever.

6.10.1 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.

6.10.2 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.

6.11 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.

6.12 Failure to Complete

Not applicable.

6.13 Default and Cancellation

6.13.1 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.

6.13.2 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.

6.13.3 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.

6.14 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.

6.15 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.

6.16 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.

6.17 Extra Work

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

No work for which the Contractor shall be entitled to extra compensation shall be done without authorization in writing from the General Manager. An Extra Work Order/Change Order Form shall be completed prior to the Work commencing. In case extra work becomes necessary, it shall be paid for by the County at the unit price or prices given in the Contract, or if no unit price is mentioned for the class of work included in the extra work so authorized, then it shall be paid for on the following basis:

6.17.1 Labour

For all labour directly involved in the specific work operation, the Contractor shall be paid the actual cost of wages at the scale being paid on the Contract work, including statutory payments made to, or on behalf of, the workmen for Holiday Pay, Worker's Compensation Assessment, Insurance, Pension and overtime plus an amount equal to ten (10%) percent of the total of the extra work labour account.

6.17.2 Equipment

For all equipment, other than small tools and trucks employed on haul, utilized directly in the specific work operation, the Contractor shall receive payment:

- a) at the rates shown in the current edition of the Alberta Roadbuilders' Heavy Construction Association Equipment Rental Rate Book, or
- b) for third party equipment rental accounts, at the actual amount invoiced by the third party, as approved by the County, to which will be added an amount equal to ten (10%) percent of the total of the third party account, or
- c) at the agreed price or prices as stated in the County's extra work order, to which no allowance shall be added.

6.17.3 Purchased Materials

For all materials purchased solely to perform the extra work, and actually incorporated into the work, as required by the County, the Contractor shall receive payment either:

- a) of the amounts shown on the invoices which shall be submitted to the General Manager, to which will be added an amount equal to ten (10%) percent of the total of such invoices, or
- b) at the agreed price or prices as stated in the County's extra work order, to which no allowance will be added.

In the case of re-usable materials purchased for the extra work, and which are in fact salvaged, either:

- a) the materials shall become the property of the County and shall be delivered by the Contractor to a location designated by the County, or
- b) the materials shall be retained by the Contractor, and the agreed salvage value shall be deducted from the extra work account.

6.17.4 Supervision

For supervision required to the regular Contract work and directly applied to the specific extra work operation, the Contractor shall receive the actual cost of superintendent's and/or foremen's wages at the scale being paid on the Contract work, including statutory payments made to, or on behalf of, these employees for Holiday Pay, Worker's Compensation Assessment, Insurance, Pension and overtime to which will be added an amount equal to ten (10%) percent of the total of the account.

The wages of supervisory personnel employed partly on extra work and partly on other work shall be divided between the two classes of work according to the proportion of working time actually spent on each class of work.

6.17.5 Transportation of Men and Equipment

The vehicles used in the transportation of the men, equipment and small tools required exclusively for the extra work operation shall be considered as equipment and will be paid for on the basis as provided in Section 6.17.2 for the period for which the vehicles are required.

Where heavy construction equipment is moved to the site of the extra work by its own power, payment shall be made at the rental rate applicable in this Contract for the traveling time.

6.17.6 Payment for Extra Work

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

The Contractor shall present his claim for payment for extra work supported by an authorized Change Order/Extra Work Order form including the details as to dates, quantities, and rates.

6.18 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.

6.19 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.

6.20 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.

6.21 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.

6.22 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.

6.23 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.

6.24 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.

6.25 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.

6.26 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.

6.27 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

6.28 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.

6.29 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.

6.30 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.

6.31 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.

6.32 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. The Contractor shall submit plans for Accommodation of Traffic to the County a minimum of three (3) weeks prior to the start of construction for review and approval. Traffic accommodation on

County roads shall be in accordance with the County's Traffic Accommodation in Work Zones manual located on the Parkland County website: <https://www.parklandcounty.com/en/county-office/engineering-services.aspx>.

For work on, in, or which requires access through any Provincial Highway Right of Way, refer to Section 1.5 Special Traffic Accommodation of Appendix D – Special Provisions for further information on the accommodation of traffic.

6.33 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.

6.33.1 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 6.10.1.

6.33.1 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.

6.33.2 Power Lines

6.33.2.1 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.

6.33.3 Pipelines

6.33.3.1 General

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

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

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

6.33.3.2 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 RFQ.
- 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.

6.34 Environmental Management

6.34.1 Environmental Legislation, Regulations, Approvals, and Permits

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.

6.34.2 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" in the format as required in the Eco Plan Framework available at <https://open.alberta.ca/publications/environmental-construction-operations-eco-plan-framework> .

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.

6.34.3 Environmental Protection Devices or Procedures

6.34.3.1 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.

6.34.3.2 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.

6.34.3.3 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.

6.34.4 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.

6.34.5 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.

6.35 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.

6.36 Completion and Acceptance

6.36.1 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.

6.36.2 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.

6.37 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.

6.38 Payments and Holdbacks

6.38.1 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 included in the RFQ submission 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.

6.38.2 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.

6.39 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.

6.40 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 D – SPECIAL PROVISIONS

1.1 Existing Conditions

- a) 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 Deliverables. The Contractor's price for conducting the inspection shall provide for completing the Deliverables under existing conditions.
- b) The Contractor is fully responsible for obtaining information required for the preparation of their Quotation for the execution of the Work.
- c) The Contractor is made fully aware of the high potential of saturated ground conditions in ditches during spring/summer months and may schedule to perform work during frozen conditions. Particular attention to ground conditions and access requirements is required in the South ROW of Hwy 16 at SSMH01-046, SSMH01-045, SSMH01-044, SSMH01-001 and SSMH01-060 from Hwy 60. Please reference Appendix F – Plans & Drawings.
- d) Copies of the detailed 2018 CCTV Reports are provided in Appendix H. The Contractor is responsible to review the information to assess the most current information on the wastewater mains. The three laterals which are to be lined as part of this contract have not been inspected previously.

The County shall be notified immediately following first CCTV inspection of any defects which may affect CIPP design and/or installation.

1.2 Water Usage and Sewer Cleaning Debris Disposal

1.2.1 Temporary Water Supply

- a) The Contractor shall be responsible for arranging, transporting and paying for all water necessary for the Work including providing all necessary temporary piping and, upon completion of the Work, remove all such temporary piping.
- b) 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.
- c) Municipal water may be used in Acheson upon Contractor request. Where performance of the Work utilizes 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. A list of assigned hydrants will be provided by the County for the Contractor to use. 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;

- iii. Immediately after each use, the Contractor shall close the portable gate to prevent any backflow contamination in the water mains;
 - iv. The operating nut shall not be over-tightened as to damage the hydrant when turning it off;
 - 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.
 - vii. 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.
 - viii. Water supplied from hydrants shall be placed in a tank prior to use.
 - ix. Failure to meet the preceding conditions may result in penalties and related costs, incurred by the County, to be charged to the Contractor.
- d) Contractor is responsible to de-chlorinate all municipal water prior to using to flushing storm mains.

1.2.2 Requirements for Debris Disposal

- a) All standard wastewater debris from the sewer system pre-inspection cleaning and main preparation 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.
- b) All standard wastewater liquid debris may be hauled and dumped at the Villeneuve Wastewater Dump station. The County will provide a site access card for the duration of this project. This site is monitored and absolutely no solid or semi solid debris will be permitted and all debris must meet all conditions in Parkland County's Wastewater Bylaw and the Alberta Capital Region Wastewater Commission Wastewater Bylaw.
- c) Any cut-outs, solid waste, coupons, or any other solid debris not considered standard wastewater make-up or concentration shall be collected, transported and disposed of by the Contractor.

1.3 Lateral Lining

- a) Laterals have not been inspected previously.
- b) The primary goal of lining the laterals is to seal the service connection to the mainline from all infiltration.
- c) Scope of work for lateral lining for this contract is from the mainline to the private property line only.
- d) Contractor may approach private property owners to pursue work outside of the scope of services under this Agreement for lateral lining within private property. Any work performed by the Contractor on private property will be an

agreement between the Contractor and the private property owner. The County will not facilitate, nor assume any responsibility for work performed or payment for work performed on private property.

1.4 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 1.3a) prior to commencing work.

1.5 Special Traffic Accommodation

- a) In addition to meeting the County's approval for any Traffic Accommodation Strategy (TAS) in Section 6.32 of Appendix C – General Conditions, the Contractor must submit a detailed traffic accommodation plan to Alberta Transportation for work along Highway 16 and Highway 60 to carry out all work on the sewer system through the Highway 16 and Highway 60 Right of Ways. Written approval must be received by Alberta Transportation prior to the commencement of any work.

The Contractor should anticipate the time required to obtain permit application approval from Alberta Transportation and should submit the permit in a timely manor to minimize any delays due to receiving the permit.

- b) A site specific traffic accommodation plan is required to control traffic and pedestrians at the intersection of 114th Ave and 261st Street. Access must be maintained for heavy truck traffic and contractor must account for traffic control and detours for the Petro-Can truck stop as indicated in Appendix F – Plans and Drawings.

1.6 Brushing, Clearing and Mulching

- a) Provisional item if required as submitted in access plan
- b) Some brushing and mulching was performed in 2020 around manholes SSMH01-046, SSMH01-045, SSMH01-044, and SSMH01-001. Contractors to field verify limits and determine if further brushing is required for equipment access.
- c) Brushing, Clearing and Mulching is to be kept a minimum and selective as required for equipment access only with the least amount of disturbance and damage to the areas surrounding the manholes. Large machinery clearing and mulching of large areas for convenience or ease of executing will not be considered unless all other access options are proven to be not viable.
- d) If Brushing, Clearing and Mulching is sub-contracted, Contractor to have full time supervisor on-site during brushing, clearing and mulching activities.

1.7 Products, Labour and Warranty Supplied by Contractor

The Work done under this Contract shall include the furnishing of all materials, plant, equipment, tools, supplies, temporary lighting and heating, transportation, labour and superintendence necessary for the construction of the Work as herein specified and as shown on the Drawings.

The Work shall include:

- a) Supply and installation of all materials and equipment for completion of Work including transportation of all materials and equipment on and off Site.
- b) Performance and documentation of all quality control and Submittals as specified and additional as requested by Engineer.
- c) Attend construction meetings, provide Contractor report and submit Contract Work Schedule status.
- d) Cleaning up of Site and all other properties affected by Contractor on an ongoing basis.
- e) Remedy of defects and deficiencies for two (2) years following Substantial Completion of the Work.

APPENDIX E – TECHNICAL SPECIFICATIONS

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

APPENDIX F – PLANS AND DRAWINGS

- Issue for Tender Drawing Package

The Plans and Drawings as listed above are attached as a separate electronic document and form part of this RFQ. The Plans and Drawings are for information only and represent the last known condition of the pipe. The County makes no claim that this information represents the current condition of the pipe. The Contractor is responsible for obtaining the information regarding the existing condition of the pipe.

APPENDIX G – TABLE OF DESIGN CONDITIONS & REPAIR REQUIREMENTS

- The Table of Design Conditions & Repair Requirements is attached as a separate electronic document and form part of this RFQ. The Table of Design Conditions & Repair Requirements is for information only and represent the last known condition of the pipe. The County makes no claim that this information represents the current condition of the pipe. The Contractor is responsible for obtaining the information regarding the existing condition of the pipe.

APPENDIX H – 2018 CCTV INSPECTION REPORTS

- The 2018 CCTV Inspection Reports are attached as a separate electronic document and form part of this RFQ. The 2018 CCTV Inspection Reports are for information only and represent the last known inspection of the mains. The County makes no claim that this information represents the current condition of the mains. The Contractor is responsible for obtaining the information regarding the existing condition of the mains.