



TOWN HALL BMCS REPLACEMENT
CONSTRUCTION AGREEMENT
DRUMHELLER, ALBERTA
TOWN OF DRUMHELLER

Job No. 2022-009
Dated: May 2023
Drumheller, Alberta

**TOWN HALL BMCS REPLACEMENT
DRUMHELLER, ALBERTA
TOWN OF DRUMHELLER**

LIST OF PROJECT DRAWINGS

SYSTEM ARCHITECTURE
VALVE SCHEDULE
BYPASS BOX
EXHAUST FANS
AIR CONDITIONING

1 MEASUREMENT FOR PAYMENT GENERAL

For each unit price item, Engineer will calculate payment based on tender unit price and Engineer's determination of units of work completed. For lump sum price item, Engineer will calculate payment based on tendered price and Engineer's estimate of percentage of work item completed. Method of measurement to be used is detailed in the section of specification covering each work item. Where a method of measurement for payment for a work item is not specified, payment for that item will be deemed incidental and to be included in another pay item(s).

HIS AGREEMENT made on this ____ day of _____, 20 _____

BETWEEN

("the Contractor")

-and-

**Town of Drumheller,
224 Center Street, Drumheller, AB T0J 0Y4**
("the Owner")

THE PARTIES HERETO COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1: WORK BY THE CONTRACTOR

1.1 The Contractor Shall:

- .1 Provide all necessary material, labour, supervision and equipment and perform all work and fulfill everything as set forth and in strict accordance with the Contract Documents for the contract titled "*Town Hall BMCS Replacement*" which has been prepared by Reinbold Engineering name if applicable on behalf of the Town of Drumheller, and hereby titled the Owner; and
- .2 To commence the performance of the Contract 5 days after Notice to Proceed from the Owner, and shall diligently and continuously proceed with the performance thereof so as to complete the Contract to the satisfaction of the Owner by the following date(s):

Substantial Completion & Commissioning (Operational) Date: September 30, 2023

ARTICLE 2: PAYMENT BY OWNER

- 2.1 The Owner will, subject to the applicable legislation and the provisions of the Contract Documents in the manner and at the times stipulated in the General Conditions, provide payment to the Contractor for the performance and fulfillment of this Contract at the unit rates set out in Schedule A, B, and C of this Agreement and estimated in the aggregate to be:

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which estimate includes the allowance for additions to the estimated quantities and is subject to the additions and deductions provided in this Agreement and the other Contract Documents.

- 2.2 If a Certificate of Payment has been delivered to the Owner in sufficient time (at least 10 days) for the same to be checked and approved, the Owner shall pay to the Contractor on or before the last day of each calendar month the value of the labour and materials which have been incorporated in the Work at the end of the previous calendar month as estimated by the Contractor and approved by the Owner less 10% of such payment and less the aggregate of previous payments. The Owner may request confirmation that all Subcontractors and suppliers of materials have been paid prior to processing a payment certificate.
- 2.3 If there have been no liens arising out of the performance of the Contract registered against any of the Owner's property and the Contractor has met all the conditions of Article 50 of the General Conditions, the Owner shall, 46 days after the issuance of a Construction Completion Certificate, pay to the Contractor the balance due under the Contract. Before making such final payment, the Owner may require a Statutory Declaration or undertaking from the Contractor that no such liens exist. If any such liens are registered, the Owner shall require the Contractor to have them removed prior to making final payment to the Contractor, or the Owner may take such steps necessary to have every such lien removed and deduct all expenses attended thereto from the balance owing to the Contractor.

ARTICLE 3: CONTRACTOR'S REPRESENTATIONS

In order to induce the Owner to enter into this Agreement, the Contractor makes the following representations:

- 3.1 The Contractor is skilled in the construction of the Work described in the Contract Documents and is well able to perform the Work in accordance therewith.
- 3.2 The Contractor has examined the site of the Work and has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, Provincial, and local laws, ordinances, rules, and regulations that in any manner affect cost, progress, or performance of the Work.
- 3.3 The Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which have been identified in the Contract Documents, and
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- acknowledges that the reports and tests are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. The Contractor does not rely upon any information given or statement made to him in relation to the Work by the Owner.
- 3.4 The Contractor has made or caused to be made examinations, investigations, and tests and has carefully studied reports and related data based thereon or obtained therefrom, in addition to those referred to in Clause 3.3 hereof, as he deems necessary for the performance of the Work at the Contract price, within the Contract time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by the Contractor for such purpose.
- 3.5 The Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 3.6 The Contractor has given the Owner written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the Owner is acceptable to the Contractor or, no written notice having been given, the Contractor takes no exception to the Contract Documents as written.

ARTICLE 4: DOCUMENTS CONSTITUTING THE CONTRACT

- 4.1 The following documents and drawings (herein collectively called "the Contract Documents") constitute and contain the terms of the Agreement between the parties hereto (herein and in the other Contract Documents sometimes referred to as "the Contract") for the performance of the project:
- .1 Procurement Requirements (Part One)
 - .1 Table of Contents
 - .2 All Drawings Identified in the List of Drawings
 - .3 Agreement
 - .4 General Conditions
 - .2 Contract Specifications Group (Part Two)
 - .1 Detailed Specifications
 - .2 Specification Drawings
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- 4.2 The Contract Documents are complementary and the provisions of each of them are incorporated in this Contract. Terms, which are defined in Section 00 71 00 – Definitions, shall be deemed to have the same meaning in each of the other Contract Documents unless otherwise defined therein unless the context otherwise requires. Conflicts between any of the Contract Documents shall be resolved as provided in the General Conditions.

ARTICLE 5: RIGHTS AND REMEDIES

- 5.1 No implied contract of any kind whatsoever, by or on behalf of the Owner, shall arise or be implied from anything contained in this Contract or from any position or situation of the parties at any time, it being understood and agreed that the express contracts, covenants, and agreements contained herein and made by the parties hereto are and shall be the only contracts, covenants and agreements on which any rights against the Owner shall be founded.
- 5.2 Subject to Article 4, this Agreement shall supersede all communications, negotiations, and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to this Agreement prior to the execution and delivery thereof.

ARTICLE 6: SUCCESSION

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

ARTICLE 7: RECEIPT OF AND ADDRESSES FOR NOTICES

- 7.1 Communications in writing between the Contractor and the Owner shall be deemed to have been received by the addressee on the date of delivery, if delivered by hand to the individual or to a member of the firm or to an officer of the corporation for whom they are intended and if sent by post, telegram, or fax, shall be deemed to have been delivered within five working days of the date of posting when addressed as follows:
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The Owner at:
Town of Drumheller,
224 Center Street
Drumheller, AB T0J 0Y4

The Contractor at:

- 7.2 Provided that if there shall be; at the time of mailing or between the time of mailing and the actual receipt thereof; a mail strike, slowdown, or other labour dispute which might affect delivery by the mail, then such notice, payment, or other communication shall be effective only if actually delivered, sent by facsimile or similar means.

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

Corporate Seals attested by the
authorized signing officers of:

Town of Drumheller

(Signature of Owner's Signing Authority)

(Corporate Seal)

CONTRACTOR

(Signature of Contractor's Signing Officer)
(Corporate Seal)

(Capacity of Signing Officer)

(Corporate Seal)

Drawings, Specifications, and Related Data

1. Definitions
2. Documents
3. Additional Drawings and Instructions
4. Contractor to Check Plans and Data
5. Copies Furnished
6. Shop Drawings
7. Ownership of Drawings and Models
8. Contract Documents on the Work Site
9. Local Conditions
10. Subsurface Conditions

Engineer and Contractor Relations

11. Engineer and Contractor
12. Inspection of Work
13. Use of Premises
14. Records Open for Inspection
15. Assignments
16. Owner's Right to do Work
17. Owner's Right to Terminate Contract
18. Contractor's Right to Terminate Contract
19. Separate Contracts
20. Subcontracts
21. Mutual Responsibility of Contractors
22. Payments by Contractor
23. Disputes
24. Oral Agreements
25. Non-Waiver
26. Right of Set Off
27. Use of Completed Portions

Workmanship and Materials

28. Contractor's Foreman and Superintendent
29. Materials and Employees
30. Tools, Plant, and Equipment
31. Workers' Compensation Insurance
32. Materials Testing and Mix Designs

33. Rejected Work
34. Warranty and Maintenance

Legal Responsibility and Public Safety

35. Protection of Work and Property
36. Indemnity
37. Performance Bond, Labour and Materials Bond, and Maintenance Bond
38. Contractor's Insurance
39. Patent Fees
40. Laws, Notices, Permits, and Fees
41. Taxes and Duties
42. Injury or Damage to Persons or Property

Progress, Completion of Work and Payment

43. Failure to Complete on Time
 44. Progress Schedule
 45. Delays
 46. Changes in Work
 47. Valuation of Changes
 48. Force Account Rates
 49. Disposition of Provisional Cost Sum and Contingency Sum
 50. Applications for Payment
 51. Certificates and Payments
 52. Payment Withheld
 53. Liens
 54. Deductions for Incomplete Work and Deficiencies
 55. Cutting, Patching, and Digging
 56. Clean Up
 57. Payment for General Requirements
 58. Records Open for Inspection
 59. Freedom of Information and Protection of Privacy Act
 60. Agency
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ARTICLE 1 - DEFINITIONS

- 1.1 **Contract** or **Contract Documents** include the Documents and Drawings listed in Article 4 of the Agreement, and modifications thereof or additional drawings and instructions thereto incorporated before execution or agreed to by the parties after execution.
- 1.2 **Owner** and **Contractor** mean the parties so designated in the Agreement.
- 1.3 **Engineer** means The Town of Strathmore, his authorized representative or consulting engineer engaged by the Owner to supervise the Work.
- 1.4 **Subcontractor** or **Fabricator** includes a person, firm, or corporation having a Contract with the Contractor for the execution of a part or parts of the Work included in the Contract, or for the furnishing to the Contractor of materials called for in the Contract.
- 1.5 **Work** includes all labour and materials required to be supplied or provided by a Contractor, as set out in the Contract Documents, and where the context requires, means a project to which the Contract relates.
- 1.6 **Other Contractor** means any person, firm, or corporation employed by or having a Contract directly or indirectly with the Owner other than through the Contractor.
- 1.7 **Conditions** mean these General Conditions and any Supplementary General Conditions.
- 1.8 **Certificate of Substantial Performance** means a certificate issued by the Contractor or a Subcontractor who is of the opinion that his Contract or Subcontract is substantially performed as contemplated by the Builders' Lien Act, R.S.A. 1980, Chapter B-12 as amended.
- 1.9 **Substantial Completion** of the Work shall have been reached when the Engineer certifies that
- .1 the Work is ready for use or is being used for the purpose intended; and
 - .2 the Work remaining to be done under the Contract, inclusive of the cost of any deficiencies, is capable of completion or correction at a cost of not more than:
 - .1 3% of the first \$500,000 of the Contract price;
 - .2 2% of the next \$500,000 of the Contract price;
 - .3 1% of the balance of the Contract price.
- 1.10 **Substantial Completion Certificate** means a Certificate issued by the Engineer certifying the performance of the Contract meets the requirements of the Builders' Lien Act and that the Work is ready for use as intended. The maintenance period will
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commence on the date of Substantial Completion.

- 1.11 **Seasonal Deficiencies** means Work which cannot be completed expeditiously, or defects or deficiencies, which cannot be corrected promptly due to climatic or other similar conditions reasonably beyond the control of the Contractor.
- 1.12 **Seasonal Completion Certificate** means a Certificate issued by the Engineer certifying the performance of the Contract meets the requirements of the Builders' Lien Act and that the Work is ready for use as intended. The maintenance period will not commence until the date of Substantial Completion.
- 1.13 **Construction Completion** of the Work shall have been reached when the Engineer certifies that the Work to be done under the Contract; inclusive of all items identified as deficiencies at time of Substantial Completion, but excluding those items arising from the provisions of Article 34 of the General Conditions (Warranty and Maintenance); has been completed.
- 1.14 **Construction Completion Certificate** means a Certificate issued by the Engineer certifying the construction completion of the Contract.
- 1.15 **Final Acceptance** of the Work shall have been reached when the Engineer certifies that the Work to be done under the Contract, inclusive of all items identified as deficiencies during the maintenance period, has been completed.
- 1.16 **Final Acceptance Certificate** means the Certificate issued by the Engineer certifying the Final Acceptance of the Contract.
- 1.17 **Changes in the Work** mean the deletion, extension, increase, decrease or alteration of lines, grades, dimensions, methods, Drawings, or materials of the Work or part thereof, within the scope of the Work contemplated by the Contract Documents.
- 1.18 **Extra Work** means any work or service, the performance of which is beyond the scope of the Work contemplated by the Contract Documents.
- 1.19 **Specifications** mean Detailed Specifications and Special Provisions.
- 1.20 **Drawings** means any drawings listed in the Agreement, or included in the Detailed Specifications and Addenda.

ARTICLE 2 - DOCUMENTS

- 2.1 The Contract Documents shall be executed under seal in quadruplicate, first by the Contractor and then by the Owner. The intention of the Contract Documents is to include all labour and materials reasonably necessary for the proper execution of the Work. The intention is not, however, that materials or Work not covered by, or properly
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referable from any section heading or section in the General or Detailed Specifications, will be supplied unless distinctly so noted on the Drawings. Descriptions of materials or Work in words, which so applied have well-known technical or trade meanings, shall be held to refer to such recognized standards.

- 2.2 In the event of conflicts between Contract Documents, the governing order of documents in descending order, shall be as follows:
- .1 Change Orders.
 - .2 The executed Agreement between the Owner and the Contractor shall govern over all documents.
 - .3 Addendum.
 - .4 Special provisions.
 - .5 General Conditions.
 - .6 Detailed Construction Drawings.
 - .7 Construction Specifications and Standard Drawings.

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

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

- 2.3 All instructions contained in the Contract Documents are directed to the Contractor unless otherwise specified.

ARTICLE 3 - ADDITIONAL DRAWINGS AND INSTRUCTIONS

- 3.1 When, in the opinion of the Engineer, it becomes necessary to explain more fully the Work to be done or to illustrate the Work further to show any change which may be required, the Engineer will furnish to the Contractor such additional Drawings and instructions to supplement the Contract Documents as may be necessary for the performance of the Work. Such Drawings and instructions shall be consistent with the intent of the Contract Documents. The Engineer shall provide the Contractor with three copies of any additional Drawings and instructions, and they shall be deemed to have been properly provided to the Contractor if delivered in writing to an individual, to a member of the firm, or to an officer of the Corporation for whom they are intended, or if delivered at or sent by prepaid Single Registered Mail, to the address of the Contractor as set out in the Agreement.
- 3.2 The Contractor and the Engineer, if either so request, shall jointly prepare a schedule, subject to change from time to time in accordance with the progress of the Work, fixing the dates at which the various additional drawings and instructions will be required, and the Engineer shall furnish them in accordance with the schedule.
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ARTICLE 4 - CONTRACTOR TO CHECK PLANS AND DATA

- 4.1 The Contractor shall verify all dimensions, quantities, and details described in the Specifications and shown on the Drawings, Additional Drawings, schedules, or other data received from the Engineer or contained in any of the Contract Documents including any addenda, and shall notify the Engineer of all errors, omissions, conflicts, and discrepancies found in any of this material. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory Work, faulty construction, or improper operations resulting there from, nor from rectifying such conditions at the Contractor's expense. The Contractor will not be allowed to take advantage of any error or omission, as full instructions will be furnished to the Contractor by the Engineer should such error or omission be reported by the Contractor to the Engineer. The Contractor shall assume all responsibility for the estimates of the size, kind, and quantity of materials and equipment required to perform Work pursuant to the Contract.

ARTICLE 5 - COPIES FURNISHED

- 5.1 In addition to an executed copy and two other copies of the Contract Documents, the Contractor shall purchase as many copies of the Contract Documents and Drawings as are reasonably necessary for the proper execution of the Work.

ARTICLE 6 - SHOP DRAWINGS

- 6.1 The term "Shop Drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data, which are to be provided by the Contractor to illustrate details of a portion of the Work.
- 6.2 The Contractor shall arrange for the preparation of clearly identified Shop Drawings as called for by the Contract Documents or as the Engineer may reasonably request.
- 6.3 Prior to submission to the Engineer, the Contractor shall review all Shop Drawings. By this review the Contractor represents that he has determined and verified all field measurements, field construction criteria, materials, catalogue number, and similar data or will do so and that he has checked and coordinated each Shop Drawing with the requirements of the Work and the Contract Documents. The Contractor's review of each Shop Drawing shall be indicated by stamp, date, and signature of a responsible agent or officer of the Contractor.
- 6.4 The Contractor shall submit Shop Drawings to the Engineer for his review with reasonable promptness and in an orderly sequence so as to cause no delay in the Work of Other Contractors. Work on an item shall not proceed until the Shop Drawings have been approved. If either the Contractor or the Engineer so requests, they shall jointly prepare a schedule fixing the dates for submission and return of Shop Drawings. Shop
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Drawings shall be submitted in the form of a reproducible transparency or prints, as the Engineer may direct. At the time of submission, the Contractor shall notify the Engineer in writing of any deviations in the Shop Drawings from the requirements of the Contract Documents.

- 6.5 The Engineer will review and return Shop Drawings in accordance with any schedule agreed upon or otherwise with reasonable promptness, so as to cause no delay. The Engineer's review shall be for conformity to the design concept and for general arrangement only and such review shall not relieve the Contractor of responsibility for errors and omissions in the Shop Drawings or of responsibility for meeting all requirements of the Contract Documents, unless a deviation on the Shop Drawings has been approved in writing by the Engineer.
- 6.6 The Contractor shall make any changes to the Shop Drawings, which the Engineer may require, and resubmit same unless otherwise directed by the Engineer. When resubmitting, the Contractor shall notify the Engineer in writing of any revisions other than those requested by the Engineer.

ARTICLE 7 - OWNERSHIP OF DRAWINGS AND MODELS

- 7.1 All Drawings, Specifications, models, and copies thereof furnished to the Contractor are the property of the Owner; and if requested by the Owner, they shall be returned upon completion of the Contract. They are not to be used by the Contractor on other work.

ARTICLE 8 - CONTRACT DOCUMENTS ON THE WORK SITE

- 8.1 The Contractor shall keep one copy of the current Contract Documents and Shop Drawings at the place of Work in good order, available to the Engineer and to his representatives.

ARTICLE 9 - LOCAL CONDITIONS

- 9.1 The Contractor shall; by personal inspection, examination, calculations or other tests or by any other means; satisfy himself with respect to the local conditions to be encountered, the quantities, quality, and practicability of the Work, the soil structure and topography at the site, the nature and quantity of materials to be used, the equipment and facilities required throughout all stages of the Work, and all other matters which can in any way affect the Work under this Contract.
- 9.2 No verbal agreement or conversation with any officer, agent, or employee of the Owner or the Engineer, either before or after the execution of the Contract, shall affect or modify any of the obligations contained in this Article.

ARTICLE 10 - SUBSURFACE CONDITIONS

- 10.1 The Contractor shall promptly notify the Engineer in writing if, in his opinion, the subsurface conditions of the place of the Work differ materially from those indicated in the Contract Documents, or a reasonable assumption of probable conditions based thereon.
- 10.2 The Engineer will promptly investigate such conditions, and if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both.
- 10.3 If the Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Engineer shall so notify the Owner and the Contractor in writing, stating the reason.
- 10.4 Claims by either party in opposition to such determination must be made within 21 days after the Engineer has given notice of the decision. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Engineer for initial determination, subject to further proceedings pursuant to Article 23 - Disputes.

ARTICLE 11 - ENGINEER AND CONTRACTOR

- 11.1 The Engineer will provide administration of this Contract, as described in the Contract Documents.
- 11.2 The Engineer will be the Owner's representative during construction and until the issuance of the Final Acceptance Certificate. The Owner's instructions to the Contractor shall be forwarded through the Engineer. The Engineer will have authority to act on behalf of the Owner, only to the extent provided in the Contract Documents or otherwise in writing. The Engineer will have the authority to stop the Work whenever such stoppage may be necessary, in his opinion, to ensure the proper execution of the Work in accordance with the provisions of this Contract.
- 11.3 If, at any time, the Engineer is of the opinion that there exists a danger to life or to property, he may order the Contractor to stop Work or to take such remedial measures, as he may consider necessary. The Contractor shall obey such orders immediately. Neither the giving nor the carrying out of such orders shall thereby entitle the Contractor to any extra payment.
- 11.4 The Engineer is the sole interpreter of the Contract and the judge of its performance. The Contractor shall obey, perform, and comply with the Engineer's orders or instructions with respect to the Work or concerning the conduct thereof, promptly, efficiently, and to the satisfaction of the Engineer. However, if the Contractor is of the opinion that such orders or instructions are not authorized under the provisions of the Contract or involve
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a change for which a change order should be issued as described in Article 46 (Changes in Work), he shall so notify the Engineer in writing before proceeding to carry them out and, in any event, within 10 days of the receipt of such orders or instructions. If the Contractor does not notify the Engineer within the requested time, he shall not claim at any time thereafter that the orders or instructions were not authorized or should have been subject to a change order. Nevertheless, the giving of such notices to the Engineer shall not relieve the Contractor of his obligations to carry out and obey such orders and instructions.

- 11.5 The Engineer will not be responsible for or be deemed to have control over the acts or omissions of the Contractor, his Subcontractors, or their agents, employees, or other persons performing any of the Work.
- 11.6 The Engineer will have authority to reject Work, which in his opinion, does not conform to the requirements of the Contract Documents. Whenever he considers it necessary or advisable, he will have authority to require special inspections or testing of Work whether or not such Work be then fabricated, installed, or completed. However, neither the Engineer's authority to act, nor any decision made by him, either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, his Subcontractors, or their agents, employees or other persons performing any of the Work.
- 11.7 Nothing contained in the Contract Documents shall create any contractual relationship between the Engineer and the Contractor, his suppliers, or their agents, employees or other persons performing any of the Work.
- 11.8 The Engineer or the Owner may appoint any person or corporation or an employee of such person or corporation to be an Inspector. Such Inspector shall have the authority of the Engineer to reject materials, procedures, or workmanship as not complying with the provisions of the Contract and to order the Contractor to stop Work until the materials, procedures, or workmanship comply with such provisions.

ARTICLE 12 - INSPECTION OF WORK

- 12.1 The Contractor shall allow the Engineer and/or Owner, or their duly appointed Inspector, access and provide adequate facilities for access to any part of the Work at all times. If the Contract Documents, Engineer's instructions, laws, ordinances, or any public authority require any Work to be specifically tested or approved, the Contractor shall give the Engineer at least five days advance notice of his preparedness for such inspections, and if the inspection is by an authority other than the Engineer, the Contractor shall give the Engineer at least five days notice of the date fixed for such inspection.
- 12.2 The Engineer will inspect the Work promptly and without causing unreasonable delay to
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the Contractor. Neither extra payment nor extension of time of completion will be allowed to the Contractor for delay caused by any inspection.

- 12.3 Upon the request of the Engineer, the Contractor shall open up for inspection any part of the Work that has been covered up. If the Contractor refuses to comply with such request, the Owner may employ other persons to uncover the Work. If the Work is found to be in accordance with the Contract requirements, the cost of uncovering and recovering the Work shall be borne by the Owner. If any of the Work was found not to be in accordance with the Contract requirements, then the cost of uncovering and recovering the Work shall be charged to the Contractor.

ARTICLE 13 - USE OF PREMISES

- 13.1 The Contractor shall confine his equipment and apparatus, the storage of materials, and the operations of his Workmen to limits set by the common law by applicable statutes of Alberta and Canada and regulations made thereunder by local by-laws or by permits and directions of the Engineer. The Contractor shall not unreasonably encumber the premises with the materials.
- 13.2 The Contractor shall not permit any part of any structure to be loaded with a weight, which will endanger its safety.
- 13.3 The Contractor shall enforce the Engineer's instructions regarding signs, advertisements, fires, and smoking.

ARTICLE 14- RECORDS OPEN FOR INSPECTION

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

ARTICLE 15 - ASSIGNMENTS

- 15.1 The Contractor shall not assign this Contract or any portion thereof without the written consent of the Owner.

ARTICLE 16 - OWNER'S RIGHT TO DO WORK

- 16.1 If the Contractor should neglect to execute the Work properly or fail to perform any part of this Contract, the Owner, after three days' written notice to the Contractor, may without prejudice to any other remedy it may have, make good any deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor; provided, however, that the Engineer shall have approved both such action and the amount charged to the Contractor.
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ARTICLE 17 - OWNER'S RIGHT TO TERMINATE CONTRACT

17.1 If the Contractor at any time becomes bankrupt, makes an assignment of his property to the benefit of his creditor, or if a receiver or liquidator should be appointed on account of his insolvency, the Owner shall have the right to terminate this Contract immediately. Such termination shall be effective upon notice of same to the Contractor.

17.2 If at any time the Engineer is of the opinion and so states in writing to the Owner, that the Contractor

- .1 has failed to commence Work or recommence Work after a suspension within the time specified in the Contract Documents;
- .2 has failed or is failing to furnish or to maintain a detailed Work schedule and plan of operation as required;
- .3 has failed or is failing to use diligence or has failed to comply with the instructions of the Engineer to expedite his Work, or is otherwise failing to make such progress with the Work as is necessary to ensure the completion of the Work or any part thereof in the time specified in the Contract Documents;
- .4 has failed or is failing to supply enough competent Workmen, management, materials, or suitable equipment; or
- .5 has become in any way unable to carry out the Work or any part thereof;

the Owner may give notice in writing to the Contractor of such opinion and require that any such default or defaults be remedied forthwith. If, within 10 days of such notice, the default or defaults are not remedied to the satisfaction of the Engineer, the Owner may, without prejudice to any other right or remedy he may have, terminate the Contract. Such termination shall be effective immediately.

17.3 Upon such termination, the Contractor shall leave the place of Work at the Owner's request and the Owner may employ such means as he may see fit to complete the Work. In such cases

- .1 the Contractor shall have no claim for any further payment in respect of Work performed, but shall be liable for all damages and expenses which may be suffered by the Owner by reason of such default or delay and the non-completion by the Contractor of the Work;
 - .2 no objection of claim shall be raised by the Contractor despite the fact that the ultimate cost to complete the Work is, in the opinion of the Contractor, greater
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than it should have been;

- .3 all materials and all rights, proprietary or otherwise, licenses, powers, and privileges; whether relating to or affecting real or personal property, acquired, possessed, or provided by the Contractor for the purposes of the Work under the provisions of this Contract; will become or remain the property of the Owner for any and all purposes incidental to the completion of the Work and be used, exercised, and enjoyed by the Owner as fully to all intents and purposes connected with the Work as they might therefore have been used, exercised, and enjoyed by the Contractor;
 - .4 the Owner may forthwith enter into possession of any or all of the Contractor's equipment at the place of the Work and may use the same in any way he sees fit in order to complete the Work without the Owner being in any way liable for damages or other costs in connection with such use by the Owner. Upon completion of the Work, such equipment may be returned to the Contractor or may be sold by the Owner and the net proceeds of such will credit to the Contractor's account.
- 17.4 If the Contractor's right to perform the Work is terminated in accordance with the provisions of this Article, the Contractor shall not be entitled to receive any further payment until the Work is completed. Upon completion of the Work, the Engineer shall determine
- .1 the amount which would have been due to the Contractor under the Contract if all of the Work had been performed by him;
 - .2 the costs and expenses borne by the Owner in completing the Work and damages for delay in completion, if any.

The Contractor shall be entitled to receive the balance of the Contract price less such costs and expenses. If such costs and expenses exceed the Contract price, the Contractor shall pay the amount of such excess to the Owner on demand.

- 17.5 The Owner shall have the option, under the provisions of this Article, to be exercised in its absolute discretion, to terminate the right of the Contractor to perform any part or parts of the Work and to permit the Contractor to continue to perform the rest of the Work. All the provisions of this Article shall comply to such part or parts with such modifications as the circumstances may require.

ARTICLE 18 - CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

- 18.1 If the Work should be stopped or otherwise delayed for a period of Thirty (30) days or more under an order of a Court or other public authority and providing that such Order was not issued as a result of an act or fault of the Contractor, or anyone directly or indirectly employed or engaged by him, the Contractor may, without prejudice to any
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other right of remedy he may have, by giving the Owner written notice, terminate the Contract.

18.2 The Contractor may notify the Owner in writing, with a copy to the Engineer, that the Owner is in default of his contractual obligations if

.1 the Engineer fails to issue a Certificate in accordance with the provisions of Article 51 (Certificates and Payments); or

.2 the Owner fails to pay the Contractor in accordance with the provisions of Article 51 (Certificates and Payments) and Article 2 of the Agreement.

18.3 The Contractor may terminate the Contract if the Owner or Engineer have not remedied the default of their contractual obligations within 30 days after receipt of notice described under Article 18.2 of this Section.

ARTICLE 19 - SEPARATE CONTRACTS

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

ARTICLE 20 - SUBCONTRACTS

20.1 The Subcontractors named in the Tender Form and others as may be approved by the Engineer following execution of the Agreement, shall not be changed nor shall additional Subcontractors be employed without the prior written consent of the Engineer.

20.2 The Contractor is responsible to the Owner for the acts and omissions of its Subcontractors and of their employees, to the same extent that he is responsible for the acts, omissions, and persons employed by himself. Nothing in the Contract Documents shall create any contractual relation between a Subcontractor and the Owner.

20.3 The Contractor shall bind every Subcontractor to the terms of the Contract Documents.

ARTICLE 21 - MUTUAL RESPONSIBILITY OF CONTRACTORS

21.1 Should the Contractor suffer damage by an act or omission of any Other Contractor employed by the Owner upon the Work, the Contractor shall make his claim in writing against the Owner through the Engineer within 48 hours after the happening of the

event causing such damage to the Contractor, and the Engineer shall decide upon all claims made against the Owner under this Section and shall certify the same to the Owner.

- 21.2 Should the Contractor cause damage to any Other Contractor on the Work, the Contractor shall, upon notice by the Owner, settle with such Other Contractor by agreement if he will so settle. If such Other Contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall defend such proceedings at his own expense; and if any judgement against the Owner arises therefore, the Contractor shall be responsible and pay the amount of such judgement and all costs incurred by the Owner.

ARTICLE 22 - PAYMENTS BY CONTRACTOR

- 22.1 The Contractor shall promptly pay all amounts due to any Subcontractor engaged by the Contractor for or in connection with the performance of this Contract, or for buildings or structures erected by or for the Contractor in the performance of the Contract and any supplies used in, upon, in respect of, or about the Works or any portion thereof, and shall indemnify and save harmless the Owner from and against any charge or claim in any way connected with the foregoing. The Labour and Materials Bond furnished by the Contractor shall be so drawn as to cover the obligation of the Contractor with respect thereto.

ARTICLE 23 - DISPUTES

- 23.1 Any difference between the parties to the Contract as to the interpretation, application, or administration of this Contract or any failure to agree where agreement between the parties is called for (hereinafter referred to as "Disputes"), which are not resolved in the first instance by decision of the Engineer, shall be settled in accordance with the following provisions:
- .1 The claimant shall give written notice of such Dispute to the other party no later than 30 days after the receipt of the Engineer's decision. Such notice shall set forth particulars of the matters in Dispute, the probable extent and value of the damage, and the relevant provisions of the Contract Documents. The other party (hereinafter referred to as the "Respondent"), shall reply to such notice no later than 14 days after its receipt, setting out in such reply his grounds and other relevant provisions of the Contract Documents;
 - .2 If the matter in Dispute is not resolved promptly, the Engineer will give such instruction as, in his opinion, is necessary for the proper performance of the Work and to prevent delays pending settlement of Dispute. The parties shall act immediately according to such instructions; it being understood that by doing so, neither party will jeopardize any claim they may have. If it is subsequently
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determined that such instructions were in error or at variance with the Contract Documents, the Owner shall pay the Contractor such costs incurred by the Contractor in carrying out such instructions which he was required to do beyond what the Contract Documents correctly understood and interpreted would have required him to do;

- .3 If the matter or matters are not resolved within 10 days after the Respondent files his reply; the parties agree that the matter in Dispute shall be submitted to arbitration pursuant to the Arbitration Act of Alberta.

- 23.2 No act by either party shall be construed as a renunciation or waiver of any of his rights or resources, provided that he has given the notices and carried out any instructions contemplated above.

ARTICLE 24 - ORAL AGREEMENTS

- 24.1 No oral instructions, objections, claims, or notices by any party to the other shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by waiver or modification thereof in writing and agreed to by the parties hereto.

ARTICLE 25 - NON-WAIVER

- 25.1 Any failure by the Owner or the Engineer at any time, or from time to time, to enforce or require the strict compliance of any of the terms or conditions of the Contract, will not constitute a waiver of such terms or conditions and will not affect or impair such terms or conditions in any way or the right of the Owner or the Engineer at any time to avail himself of any further available remedies.

ARTICLE 26 - RIGHT OF SET OFF

- 26.1 The parties agree, that if at any time the Contract Documents indicate that any Work is to be performed or anything is to be done at the expense of the Contractor, and if any time it is necessary for the Owner to incur costs and expenses which are to be borne by the Contractor pursuant to the Contract Documents, then the Owner shall be at liberty to set off and deduct the amount of such costs and expenses from any monies then or thereafter owing to the Contractor.

ARTICLE 27 - USE OF COMPLETED PORTIONS

- 27.1 The Owner shall have the right to take possession of and use any completed portions of the Work, notwithstanding that the time for completing the entire Work may not have expired, but such taking possession of and use shall not be deemed an acceptance of any Work not in accordance with the Contract Documents. If such prior use delays the Work, the Contractor will be entitled to such extension of time as the Engineer may
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determine in accordance with Article 45 hereof. No such extension of time shall entitle the Contractor to damages for such delay.

ARTICLE 28 - CONTRACTOR'S FOREMAN OR SUPERINTENDENT

- 28.1 The Contractor shall keep on the Work site at all times during its progress, a competent Foreman or Superintendent. The Foreman or Superintendent shall represent the Contractor in his absence, and directions given to him shall be held to be given to the Contractor. Important directions given to the Contractor by the Engineer shall be in writing. The Superintendent or Foreman shall give efficient and effective supervision to the Work until its completion.
- 28.2 Unless the Foreman or Superintendent ceases to be in the employ of the Contractor, he shall not be changed except with the consent of the Engineer.

ARTICLE 29 - MATERIALS AND EMPLOYEES

- 29.1 Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labour, tools, equipment, water, heat, light, power transportation, and other facilities necessary for the performance of the Work in accordance with the Contract.
- 29.2 Materials provided shall be new, unless otherwise specified. Materials, which are not specified, shall be of a quality best suited to the purpose required and their use subject to the approval of the Engineer.
- 29.3 The Contractor shall maintain good order and discipline among his employees engaged on the Work. The Engineer shall be at liberty to require the Contractor to remove forthwith from the Work any person employed by the Contractor in or about the execution or maintenance of the Work, who, in the opinion of the Engineer, is incompetent or unsatisfactory in any way, and such person shall not be again employed upon the Work, without the written permission of the Engineer.

ARTICLE 30 - TOOLS, PLANT, AND EQUIPMENT

- 30.1 If; at any time before the commencement or during the progress of the Work; tools, plant, or equipment appears to the Engineer to be insufficient or inappropriate to secure the quality of Work required, or at the proper rate of progress, the Engineer may order the Contractor to make such changes as may be necessary. The failure of the Engineer to demand such changes shall not relieve the Contractor of his obligation to secure the quality of Work and rate of progress necessary to complete the Work within the time required by this Contract and to the satisfaction of the Owner.

ARTICLE 31 - WORKERS' COMPENSATION INSURANCE

- 31.1 The Contractor shall maintain an account in good standing covering all activities of the Contractor and pay all assessments thereunder.
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- 31.2 The Contractor shall comply with all requirements of the Workers' Compensation Act of Alberta and any regulations applicable thereto and without restricting the generality of the foregoing, the Contractor shall adhere to any safety regulations governing the Work.
- 31.3 Notwithstanding any other provisions of the Contract Documents, if the Workers' Compensation Board orders the Contractor to cease work, the Owner, on 24 hours written notice from the Engineer to the Contractor, may terminate this Contract.
- 31.4 Prior to receiving payment for Substantial Completion of the Work, or at any time during the term of the Contract, when requested by the Owner, the Contractor shall provide evidence of compliance with the requirements of the applicable Workers' Compensation legislation.

~~ARTICLE 32 - MATERIALS TESTING AND MIX DESIGNS~~

- ~~32.1 The Contractor shall furnish, at his expense, the Engineer with material tests and mix designs, except as otherwise specified in the Contract Documents.~~

ARTICLE 33 - REJECTED WORK

- 33.1 All materials which have not conformed to the requirements of the Contract Documents and which are not approved by the Engineer, or are in any way unsatisfactory or unsuited to the purpose for which they are intended, will be rejected.
- 33.2 Any defective work; whatever the cause thereof and without limiting the generality of the foregoing, whether the result of poor workmanship or use of defective materials; shall be removed within 10 days after written notice has been given by the Engineer, and the Work shall be re-executed by the Contractor. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance.
- 33.3 The removal of work and the re-execution thereof shall be at the expense of the Contractor and he shall pay the cost of replacing the Work which shall include all materials destroyed or damaged by the removal of the rejected Work, or materials and the subsequent replacement with acceptable Work. The Contractor shall also reimburse the Owner for any additional engineering, inspection, testing, or other costs incurred in respect of rejected work or materials, whether such work or materials are replaced or not, or are acceptable at a lower price.
- 33.4 If, in the opinion of the Engineer, it is not expedient to re-execute defective Work, the Owner may deduct from the Contract price the difference in value between the Work as done and that called for by the Contract, the amount of which shall be determined by the Engineer.

ARTICLE 34 - WARRANTY AND MAINTENANCE

- 34.1 The Contractor agrees to correct promptly, at his own expense, defects or deficiencies in the Work which appear prior to and during the two year period from the date of issue of the Substantial Completion Certificate, and the Contractor further agrees to correct or pay for any damage to other work resulting from the said defects or the correction thereof.
- 34.2 The Owner or the Engineer shall promptly notify the Contractor of any defects, and the Contractor shall within 10 days perform the necessary work to correct the defect. In the event that this work is not done by the Contractor within the 10 day period, or such further period as approved by the Engineer, the Owner may perform or cause to be performed the necessary work and shall notify the Contractor accordingly.
- 34.3 All cost and expenses incurred in correcting any defects which appeared prior to and during the two year maintenance period; whether performed by the Contractor, his representative, or the Owner or its representatives; shall be borne by the Contractor. The Contractor shall, in addition, be liable to the Owner for all expenses, losses, or damage incurred by the Owner as a result of such faulty materials and defective workmanship as described in this Article or as a result of the Contractor's failure to correct the defects as specified herein, including but not restricted to all extra engineering costs, inspection, and testing the work.
- 34.4 Neither the Final Certificate of Payment, Substantial Completion Certificate or Construction Completion Certificate, nor any payment made thereunder by the Owner, shall relieve the Contractor of his responsibilities for faulty materials or defective workmanship.

ARTICLE 35 - PROTECTION OF WORK AND PROPERTY

- 35.1 The Contractor shall protect the Work, the Owner's property, and the property adjacent to the place of the Work from damage and shall be responsible for damage which may arise as a result of his operations or the operations of his Subcontractors under the Contract, and without restricting the generality of the foregoing, the Contractor shall; in carrying out any ditching or excavation operations; take precautions to prevent subsidence or withdrawal of support of sidewalks and curbs, roadways, structures, and existing utilities.
- 35.2 The Contractor shall be responsible for all loss and damage whatsoever which may occur on or to the Works, completed or otherwise, until such time as the entire Works have been totally completed as certified by the Engineer. In the event of any damage or injury caused by the Contractor in the performance of this Contract, to the Work, the Owner's property or property adjacent to the place of Work, the Contractor shall be responsible for the making good of such damage at his expense.
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ARTICLE 36 - INDEMNITY

36.1 The Contractor shall indemnify and save harmless the Owner and Engineer from and against all losses and claims, demands, payments, actions, recoveries, and judgements of every nature and description brought or recovered against him and/or the Owner or Engineer, by reason of any act or omission or alleged act or omission of the Contractor, his agents, employees, or Subcontractors in the execution of the Work.

ARTICLE 37 - PERFORMANCE BOND, LABOUR AND MATERIALS BOND, AND MAINTENANCE BOND

37.1 To ensure the faithful execution and proper fulfilment of this Contract and to ensure the proper maintenance of the Works, the Contractor shall provide the Owner with a Performance Bond and a Labour and Materials Payment Bond, each for the amount of 50% of the Contract amount including GST.

37.2 When required, the Contractor shall provide a Maintenance Bond or Irrevocable Letter of Credit for any work having a maintenance period beyond the two-year maintenance period specified in Article 34.1. The Maintenance Bond amount shall be in the amount of 50% of the cost of the Work extending beyond the two-year period.

37.3 The above described Bonds must be issued by a Surety Company licensed to conduct business in the Province of Alberta, and shall be provided in quadruplicate. Notwithstanding any other provisions of the Contract Documents, the Owner shall not be required to make any payment whatsoever to the Contractor until the above Bonds, duly executed, have been delivered to the Owner.

ARTICLE 38 - CONTRACTOR'S INSURANCE

38.1 Without in any way limiting the obligations or liabilities of the Contractor, the Contractor shall maintain and keep in force during the term of this Contract until the date of issuance of the Construction Completion Certificate, with an Insurance Company or Companies and under policies of insurance acceptable to and approved by the Owner, the following insurance with limits not less than that drawn hereunder. When changes in the Contract are material to the risk the Contractor shall notify the Insurance Company and the Surety.

- .1 Commercial / General Liability insurance in an amount not less than \$5,000,000 per occurrence and \$5,000,000 in the aggregate amount.
 - .2 Automobile Liability insurance in the amount not less \$5,000,000 per occurrence.
 - .3 The Contractor shall be solely responsible for payment of every deduction amount provided in any policy of insurance furnished pursuant to this Article. Any deductible amount must be disclosed by the Contractor and stated on the certificate upon submission.
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- .4 The Contractor shall furnish, to the Owner prior to commencing any Work under the Contract, a certified copy of each policy or policies evidencing such insurance including a certified copy of every endorsement thereto, or a Certificate of Insurance.
- .5 The Contractor shall furnish endorsements to such policies capable at law of being so endorsed, as follows:
 - .1 Providing that said insurance shall not be cancelled by the Contractor or the insurer, or modified to reduce or remove coverage afforded to the Owner or otherwise prejudice the Owner without 30 days written notice by registered mail to the Owner.
 - .2 Providing all policies shall name the Owner and Engineer as additional insured in the policies provided hereunder.

ARTICLE 39 - PATENT FEES

- 39.1 The Contractor shall pay all royalties and license fees and shall indemnify and save the Owner harmless from loss on account of suits or claims which may arise by reason of the Work, for infringement of patents in force at the time of or after the signing of the Contract Documents.

ARTICLE 40 - LAWS, NOTICES, PERMITS, AND FEES

- 40.1 The Work shall be done in accordance with the laws of the Province of Alberta, and any Federal and/or local regulations and by-laws governing the various phases of the Work.
 - 40.2 It is the responsibility of the Contractor to obtain the permits, licenses, and certificates and to pay the fees related thereto necessary to properly perform the Work; however, this shall not include the obtaining of permanent easements or rights of servitude.
 - 40.3 The Contractor shall give the required notices and comply with the laws, ordinances, rules, regulations, codes, and orders of the authorities having jurisdiction which are in force during the performance of the Work, which relate to the preservation of the public health and to construction safety. The Contractor shall post and maintain, for the duration of the Work, a Safety Notice in the form appended to this Section, in a prominent location on the construction site.
 - 40.4 If the Contractor becomes aware that the Contract Documents are at variance or contrary to any laws, ordinances, rules, regulations, codes, and orders of the authorities having jurisdiction, and the Contractor fails to notify the Engineer in writing and obtain his direction immediately, the Contractor shall be responsible for and shall correct the
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violations thereof and shall bear the cost, expense, and damages attributable to his failure to comply with the provisions of such laws, ordinances, rules, regulations, codes, and orders.

ARTICLE 41 - TAXES AND DUTIES

41.1 Unless otherwise stated in the Contract Documents, the Contractor shall pay the applicable Government sales taxes, customs, duties and excise taxes, which might arise in the performance of the Contract. Any rebate of the Federal Goods and Services Tax shall accrue to the Owner.

ARTICLE 42 - INJURY OR DAMAGE TO PERSONS OR PROPERTY

42.1 The Contractor shall use due care and take all necessary precautions to ensure the protection of persons and property, and shall comply with the provisions of the Workers' Compensation Act of Alberta. The Contractor shall be liable for any and all injury or damage which may occur to persons or property due to any act, omission, neglect, or default of the Contractor or his employees, workman or agents.

42.2 The Contractor shall, without further order, provide and maintain at all times during the progress or suspension of the Work, suitable barricades, fences, signs, signal lights, and flagmen as are necessary to ensure the safety of the public and of those engaged in the Work.

42.3 Notwithstanding any other provisions contained in the Contract Documents, in an emergency affecting the safety of life of the Works, or of an adjoining property; the Contractor, without the necessity of authorization from the Engineer, shall act in a reasonable manner to prevent loss or injury. The Contractor shall not be entitled to any extra compensation for actions taken in such an emergency situation unless, in the opinion of the Engineer, extra compensation is justified.

42.4 The Work shall be carried out in a manner that will cause the least interruption to vehicular and pedestrian traffic. Where work has to be carried out on highways or properties other than those of the Owner, the Contractor shall familiarize himself with the requirements of the Owner and controllers of those highways or properties which pertain to traffic control and safety or which place limitations on the Work and shall comply with such requirements.

ARTICLE 43 - FAILURE TO COMPLETE ON TIME

43.1 Should the Contractor fail to complete the Work under this Contract within the time specified, the Owner shall be entitled to make deductions from payments due to the Contractor to compensate himself for the following:

- .1 Loss of revenue during the extra time required to complete the Contract, if the completed project is revenue-producing. This loss shall, where the same is available, be calculated on the basis of the approved schedule of rates, rents, tolls, and/or property assessments established by the Owner.
- .2 The cost of engineering services and associated expenses incurred during the extra time required to complete the Contract.
- .3 Any cost incurred by the Owner, resulting from the loss of use of the project, during the extra time required to complete the Contract.

ARTICLE 44 - PROGRESS SCHEDULE

44.1 To enable the Work to be laid out and prosecuted in an orderly and expeditious manner, the Contractor, within 15 days after the award of this Contract, shall, unless otherwise directed by the Engineer, submit to him a proposed schedule showing the anticipated time of commencement and completion of each of the various operations to be performed under this Contract; together with all necessary and appropriate information regarding sequence and correlation of Work, and an estimated time required for delivery of all materials and equipment required for the Work. At the same time, he shall also submit a description of the construction equipment he proposes to place in the Work. The proposed schedule and machine force shall be revised as directed by the Engineer until finally approved by him; and after such approval, shall be strictly adhered to by the Contractor, unless, upon written permission of the Engineer, it is changed.

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

ARTICLE 45 - DELAYS

45.1 If the Contractor is delayed in the completion of the Work; by any act or omission of the Owner, the Engineer, Other Contractor, or anyone employed or engaged by them, or by changes ordered in the Work; then the time of completion shall be extended for such reasonable time as the Engineer may decide. If the Contractor is delayed in completion of the Work by labour disputes, strikes, lockouts (including lockouts decreed or recommended by a recognized contractors' association for its members of which the Contractor is a member), fire, unusual delay by common carriers, unavoidable casualties, or by any cause of any kind whatsoever beyond the Contractor's control, then at the Engineer's discretion, the time of completion shall be extended for a period of time equal to the time lost due to such delays.

45.2 Inclement weather shall not be a prima facie reason for the granting of an extension of time, and the Contractor shall make every effort to continue work under the prevailing

conditions. The Owner may, however, grant an extension of time if an unavoidable delay as a result of inclement weather in fact occurs. An "inclement" weather day is defined as a day on which the Contractor is prevented by inclement weather or conditions resulting therefrom, from proceeding with at least 75% of the normal labour and equipment force for at least 75% of the normal work day being spent on an operation or operations which control the Contract schedule.

- 45.3 No extension shall be made for delay unless written notice of claim is given to the Engineer not later than 14 days after the commencement of delay; providing, however, that in the case of the continuing cause of delay, only 1 notice of claim shall be necessary.

ARTICLE 46 - CHANGES IN WORK

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

- 46.2 No change shall be made except on written order from the Engineer and no claim based on an addition to or deduction from the Contract price shall be valid unless so ordered.

ARTICLE 47 - VALUATION OF CHANGES

- 47.1 If, in the opinion of the Engineer, any change referred to in Article 45 affects the Contract price, adjustments will be made at the time of the ordering of the changes. The value of the addition or deduction from the Contract price shall be decided by the Engineer. The Engineer will use one or more of the following methods in deciding such value:

- .1 By estimate and acceptance in a lump sum;
- .2 By unit prices agreed upon in the Contract Documents or in writing by the parties;
- .3 By cost and percentage on force account work;
- .4 By variation of the Contract unit price.

- 47.2 The following percentage mark-ups shall be applied to authorized extra work determined by the method outlined in 47.1.3:

- .1 Contractor on His Own Work

Ten percent for overhead and profit on the total actual cost of material. Labour

rates shall be quoted as an hourly rate and shall be full compensation for profit and overhead, including Workers' Compensation, holiday pay, and Unemployment Insurance.

.2 Subcontractor's on Their Own Work

Ten percent for overhead and profit on the total actual cost of material. Labour rates shall be quoted as an hourly rate and shall be full compensation for profit and overhead, including Worker's Compensation, holiday pay, and Unemployment Insurance.

.3 Contractor on Subcontractor's Work

Five percent on the total of the approved Subcontractor's quotation, excluding equipment rentals.

47.3 Rental rates on equipment shall be paid hereinafter set out in Article 48 (Force Account Rates).

47.4 When a change in the Work is proposed or required, the Contractor shall present to the Engineer, for approval, his claim for a change in the Contract price and change in Contract time with appropriate documentation in a form acceptable to the Engineer. The Engineer will satisfy himself as to the correctness of such claim and when approved by the Owner, a change order shall be issued to the Contractor amending the Contract price and Contract time as appropriate. The value of work performed in the change shall be included for payment with the regular certificates for payment.

47.5 In the case of changes in the Work to be paid for pursuant to methods 47.1.2 and 47.1.3 above, the form of presentation of costs and methods of measurement shall be prescribed by the Engineer before proceeding with the change. The Contractor shall keep accurate records of any quantities or costs and present an account of the cost of the change in the Work, together with vouchers and receipts.

47.6 If the method of valuation, measurement, change in Contract price, and change in Contract time cannot be promptly agreed upon and the change is required to be proceeded with, then the Engineer, in the first instance, will determine the method of valuation, measurement, the change in Contract price and Contract time, subject to final determination in the manner set out hereinafter in Article 23 (Disputes). In this case, the Engineer will, with the consent of the Owner, issue a written authorization for the change setting out the method of valuation and if by lump sum, his valuation of the change in Contract price and Contract time.

47.7 In the case of a Dispute of the valuation of a change authorized in the Work and pending final determination of such value, the Engineer will certify the value of the Work performed in accordance with his own valuation of the change and include the

appropriate amount with the regular certificates for payment. The Contractor shall keep accurate records of quantities and costs of such work.

- 47.8 Should the actual quantity of an item in the Tender Form vary by more than 15% of the estimated quantity, either the Owner or the Contractor may request a revision of the Contract unit price contained in the Tender Form. Such a request for a revision in a Contract unit price shall be given as soon as reasonably possible after the party concerned becomes aware of the circumstances.
- 47.9 If a revision to a Contract Unit Price is negotiated, then
- .1 the revised unit price in the case of a decrease of more than 15% of the estimated quantity, will apply to the actual work performed for that item; and
 - .2 the revised unit price, in the case of an increase of more than 15% of the estimated quantity, will apply to the quantity of work in excess of the estimated quantity for that item only.
- 47.10 If either party requests renegotiation of a Contract unit price, both parties agree to act promptly in order to arrive at an equitable revision of the Contract unit price prior to proceeding with the Work so affected. If agreement of such renegotiation cannot be reached, the Contractor shall proceed with the Work and the matter shall be subject to final determination in the manner set out in Article 23 (Disputes). Pending such settlement, payment for the work performed shall be made on the regular certificates for payment on the basis of the Contract unit prices.
- 47.11 In all matters relating to valuation and certification of changes in the Work, both the Contractor and the Engineer shall act promptly.

ARTICLE 48 - FORCE ACCOUNT RATES

- 48.1 Force account records shall be submitted daily. No claim for force account work or payment thereunder shall be made for force account records not submitted in accordance with this Article. The submission to, acceptance by, or approval by the Engineer of daily force account records shall not at any time be deemed to be admission that the Work is properly chargeable to force account.
- 48.2 Unless otherwise specified in the Contract Documents, rental rates for Contractors' equipment for force account work shall be in accordance with the current rates as administered by Alberta Road Builders and the Heavy Construction Association. All rates include overhead, profit, operator's wages, fuel, oil, repairs, servicing, and all other incidentals. Rental rates will be paid only for the actual time equipment is used under force account, and no stand-by time will be allowed for other equipment not required during this period.
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- 48.3 If the Contract is not completely performed within the time specified in the Contract Document, the force account rates shall be the rates that were in effect up to the original date of completion.

ARTICLE 49 - DISPOSITION OF PROVISIONAL COST SUM AND CONTINGENCY SUM

- 49.1 No portion of the provisional cost sums or contingency allowances set out in the Tender Form shall be allotted to the performance, the correction or replacement of any work which the Contractor is required to do under the terms of the Contract Documents. In the event there are changes, modifications, or alterations made in any of the Contract Documents or by additional instructions that would lead to an increase in the total costs of the Work, and if such changes have been approved by the Engineer and are chargeable to the Owner, then such amount shall first be set off against the provisional cost sums and contingency allowances set out in the Tender Form. Unless there are extra-approved expenditures pursuant to the provisions of these General Conditions, the Contractor shall have no right to or claim against any part of the provisional cost sums and contingency allowances.

ARTICLE 50 - APPLICATIONS FOR PAYMENTS

- 50.1 Applications for payment on account may be made monthly as the Work progresses. Applications for payment shall be dated the last day of the agreed monthly payment period and the amount claimed shall be for the value, proportionate to the amount of the Contract, of Work performed, and materials delivered to the place of work at that date.
- 50.2 The Contractor shall submit to the Engineer, at least 14 days before the first application for payment, a balanced schedule of values of the various part of the Work, aggregating the total amount of the Contract price so as to facilitate evaluation of applications for payment. This schedule shall be made out in such form and supported by such evidence as to its correctness as the Engineer may require; and when approved by the Engineer, it shall be used as the basis for applications for payment, unless it is found to be in error.
- 50.3 When making applications for payment, the Contractor shall submit a statement based upon the schedule, together with a Statutory Declaration. Such evidence shall support claims for materials delivered to the place of work, but not yet incorporated into the Work, as the Engineer may reasonably require establishing the value of the materials.
- 50.4 Applications for release of holdback monies following Substantial Completion of the Work and the application for final payment following issuance of the Construction Completion Certificate shall be made at the time and in the manner set forth in Article 51 (Certificates and Payments).
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ARTICLE 51 - CERTIFICATES AND PAYMENTS

- 51.1 The Engineer will, no later than 10 days after the receipt of an application for payment from the Contractor submitted in accordance with Article 50 (Applications for Payment), issue a certificate for payment in the amount applied for or in such other amount as the Engineer determines to be properly due. If the Engineer amends the application, he will promptly notify the Contractor in writing giving his reasons for the amendment.
- 51.2 The Owner shall make prompt payment to the Contractor on account, in accordance with the provisions of Section 00 50 00, Article 2 of the Agreement.
- 51.3 The Owner acknowledges that the Contractor or any Subcontractor has the right to issue a Certificate of Substantial Performance, in accordance with the Builders' Lien Act; however, notwithstanding such right, the Engineer shall, no later than 10 days after the receipt of an application from the Contractor for a Substantial Completion Certificate of the Work, make an inspection and assessment of the Work to verify the validity of the application. The Engineer shall, no later than seven days after his inspection, notify the Contractor of his approval or the reasons for his disapproval of the application. When the Engineer finds, in his opinion, that Substantial Completion of the Work has been reached, he will issue a Substantial Completion Certificate. The date of Substantial Completion of the Work shall be stated in the Certificate. Immediately following the issuance of the Certificate of Substantial Completion of the Work, the Engineer in consultation with the Contractor, shall establish a reasonable date for construction completion.
- 51.4 Immediately following the issuance of the Substantial Completion Certificate, the Engineer will issue a certificate for payment of holdback monies. The holdback monies authorized by this certificate shall become due and payable to the Contractor on the 46th day following the date of Substantial Completion, as certified by the Engineer, providing that
- .1 the Contractor has provided to the Engineer a Certified Certificate of Title (or Titles) from the proper Land Titles Office evidencing that as of the 46th day following the date of Substantial Completion, no Affidavit of Lien or Liens have been filed or other matter recorded to make effective any Builders' Lien or claim;
 - .2 the Contractor has complied with any conditions imposed by the Owner in his acceptance of the recommendation of the Engineer to issue the Substantial Completion Certificate;
 - .3 the Contractor has filed with the Owner a current Certificate of the Workers' Compensation Board evidencing that all assessments due to the Board by the Contractor have been paid;
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- .4 the Contractor has submitted to the Owner a sworn Statutory Declaration that all accounts for labour, contracts, subcontracts, products and materials, construction machinery and equipment and other indebtedness which may have been incurred by the Contractor in the Substantial Completion of the Work and for which the Owner might in any way be held responsible, have been paid in full, except holdback monies properly retained.
- 51.5 Where, upon the application of the Contractor, the Engineer certifies that the Work of a Subcontractor has been substantially completed to his satisfaction prior to the Substantial Completion of the Contractor's Work, the Owner may pay to the Contractor the holdback monies retained for such Subcontractor on the 46th day following the date on which the Engineer certifies that the Work of the Subcontractor has been substantially completed and any amounts so paid shall be deducted from the remainder of the Contract price. In making such an application, the Contractor will provide the Engineer with any documentation; which, in the opinion of the Engineer, is necessary to release the Owner from any obligations to the Subcontractor and Contractor, as the case may be.
- 51.6 The Engineer will, no later than 10 days after the receipt of an application from the Contractor for a Construction Completion Certificate, make an inspection and assessment of the Work to verify the validity of the application. The Engineer will, no later than seven days after his inspection, notify the Contractor of his approval or the reasons for his disapproval of the application. When the Engineer finds that construction completion has been reached, he will issue a Construction Completion Certificate and certify for payment the remaining monies due to the Contractor under the Contract, less holdback monies that are required to be retained. The date of construction completion of the Work shall be stated on the Certificate. Subject to the provisions of Article 31 (Workers' Compensation Insurance), the Owner shall make prompt payment to the Contractor in accordance with the provisions of Paragraph 4 of the Agreement.
- 51.7 The release of the remaining holdback monies shall become due and payable on the 46th day following the date on which the Engineer has certified that the Work has been totally completed, providing that
- .1 the Contractor has provided to the Engineer a Certified Certificate of Title from the proper Land Titles Office evidencing that as of the 46th day following the date of Construction Completion, no Notice of Affidavit of Lien or Liens have been filed or other matters recorded to make effective any Builders' Lien or claim;
- .2 the Contractor has complied with any conditions imposed by the Owner in his acceptance of the recommendation of the Engineer to issue said total Completion Certificate;
- .3 the Contractor has filed with the Owner a current Certificate of the Workers'
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Compensation Board evidencing that all assessments due to the Board by the Contractor have been paid;

- .4 the Contractor has submitted to the Owner a sworn Statutory Declaration. Appendix I, indicating that all accounts for labour, contracts, subcontracts, products and materials, construction machinery and equipment, and other indebtedness which may have been incurred by the Contractor in completion of construction and for which the Owner might in any way be held responsible, have been paid in full; except holdback monies properly retained;
 - .5 the Contractor and all Subcontractors have obtained and paid for all permits and licenses required either by the Province, the Municipality, or any other Authority having jurisdiction over the work performed.
- 51.8 No payment made by the Owner under this Contract, or partial or entire use or occupancy of the Work by the Owner, shall constitute an acceptance of Work or products, which are not in accordance with the requirements of the Contract Documents.
- 51.9 All certificates issued by the Engineer shall be correct and complete to the best of his knowledge, information, and belief. By issuing any certificate, the Engineer does not guarantee correctness or completeness of the Work.
- 51.10 The acceptance by the Contractor of final payment after issuance of the Construction Completion Certificate, shall constitute a waiver and release by the Contractor of all claims against the Owner; except any claims previously made and remaining unsettled at that time.

ARTICLE 52 - PAYMENT WITHHELD

- 52.1 Upon receipt of a Certificate in writing from the Engineer stating that, in his opinion, justification exists, the Owner may withhold or nullify, on written notice to the Contractor specifying the ground or grounds relied on, the whole or any part of any payment to the extent necessary to protect himself from loss on account of one or more of the following:
- .1 That the Contractor is not making satisfactory progress in the opinion of the Engineer;
 - .2 That defective work is not being remedied in a manner satisfactory to the Engineer;
 - .3 That there are Affidavits of Lien or Liens filed against the land and premises on which the Work is done or is being done, or reasonable evidence of the probable filing of such Affidavits of Lien or Liens;
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- .4 That the Contractor is failing to make prompt payments as they become due to Subcontractors or for material or labour;
- .5 That there exists unsatisfied claims for damages caused by the Contractor to anyone employed on the site or in connection with the Work.

52.2 Where Subcontractors or suppliers of material are not receiving prompt payment, the Owner may make payment to such Subcontractors or suppliers directly and deduct the amount of such payments from amounts otherwise due to the Contractor, if the Contractor fails to do so upon five days notice from the Owner.

ARTICLE 53 - LIENS

53.1 The Contractor shall remove or cause to be removed all Affidavits of lien or liens filed or registered against the lands and premises on which the Work is being performed or has been performed which claim of Lien or Liens arise out of anything done or to be done under this Contract. Such removal shall be affected by the Contractor forthwith upon demand by the Owner or the Engineer.

53.2 Article 53.1. does not apply to Liens filed by the Contractor.

53.3 Notwithstanding any other provisions herein, the Contractor shall indemnify and hold harmless the Owner from all demands, damages, costs, losses, and actions arising in any way out of a lien or liens which arise out of anything done or to be done under the Contract; and if the contractor fails to remove all liens promptly, the Owner shall be at liberty to remove same in any manner he chooses at the expense of the Contractor.

ARTICLE 54 - DEDUCTIONS FOR INCOMPLETE WORK AND DEFICIENCIES

54.1 For the purpose of this Contract, where the Work or a substantial part thereof is ready for use or is being used for the purpose intended, and where the Work cannot be completed expeditiously or defects or deficiencies cannot be corrected promptly because of climatic or other similar conditions reasonably beyond the control of the Contractor, the value of the Work to be completed or materials to be furnished, as calculated by the Engineer, shall be deducted from the contract price in determining Seasonal or Substantial Completion.

In this situation, the Contractor may, in writing, request from the Engineer a Seasonal or Substantial Completion Certificate. Such request shall be accompanied by a written statement that all claims and demands of the Contractor for extra work or otherwise in connection with the work to be accepted, have been presented in writing.

If the Engineer considers such request to be reasonable, he will carry out an inspection and will notify the Contractor, in writing, of any defects or deficiencies, which require

correction before he will recommend Seasonal or Substantial Completion. The Engineer will prepare an additional list of defects and deficiencies which, in his opinion, do not impair the usefulness to the Owner of the whole Work and the correction of which may reasonably be deferred. The list shall state the amount, which the Engineer considers to be the cost of completing such Work and correcting such defects and deficiencies. When all of the Work has been performed and defects and deficiencies corrected, other than those on this list, the Engineer will recommend to the Owner that a Seasonal or Substantial Completion Certificate be issued to the Contractor. If the Owner accepts this recommendation, a Seasonal or Substantial Completion Certificate will be issued to the Contractor stating the Work to be performed, the defects and deficiencies to be corrected, and the estimated cost thereof. The Seasonal or Substantial Completion Certificate shall fix the date within which all such Work shall be performed and within which the defects and deficiencies shall be corrected.

- 54.2 The Owner, when evaluating an application for Seasonal or Substantial Completion, shall take into consideration the effect of applicable Builders' Lien legislation and the Owner may make his acceptance conditional on the Contractor providing written consents of sureties under any maintenance, Performance or Labour and Materials Payment Bonds, or any other documentation deemed necessary to ensure that no Surety or Guarantor shall be relieved of his obligations.
- 54.3 If the Contractor does not complete the Work or correct the defects and deficiencies listed on the Seasonal or Substantial Completion Certificate within the time specified therein, the Owner may have the Work performed and the defects and deficiencies corrected by any means he deems appropriate; the costs of which shall be borne by the Contractor.
- 54.4 If the Owner issues a Seasonal or Substantial Completion Certificate, the Engineer shall prepare a list of incomplete work and deficiencies indicating the total value of any incomplete Work pursuant to the Contract, together with an estimate of the cost to complete and correct any defects or deficiencies, including the costs of any additional expenses for engineering, surveying, testing, or administration caused by failure of the Contractor, if any, to complete the Work on schedule.
- 54.5 In preparing a certificate of payment to the Contractor pursuant to the Seasonal or Substantial Completion Certificate, the Owner may deduct a sum equivalent up to two times the amount shown on the Substantial Completion Certificate to be the estimated cost of performing the incomplete Work and correcting the defects and deficiencies, together with the necessary amount to be retained pursuant to the applicable Builders' Lien legislation; and the Contractor shall not be entitled to claim for any damages or lost profits suffered by reason of such deduction. If the amount to be withheld in respect of Work completed, or defects or deficiencies still to be corrected, exceeds the amount otherwise payable to the Contractor, the excess shall be withheld from the amount of the Builders' Lien holdback which the Contractor is entitled to.
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ARTICLE 55 - CUTTING, PATCHING, AND DIGGING

- 55.1 The Contractor shall do all cutting, fitting, or patching of the Work that may be required to make its parts come together properly, and to connect properly with the Work of Other Contractors shown in, or reasonably applied by, the Contract Documents, and the Contractor shall make good after them, as the Engineer may direct.
- 55.2 The Contractor shall not endanger any existing work by cutting, digging, or otherwise; and shall not cut or alter the Work of any Other Contractor, except with the consent of the Engineer and then only to the extent permitted by the Engineer.

ARTICLE 56 - CLEAN UP

- 56.1 The Contractor shall maintain the Work in a safe and tidy condition and free from any accumulation of waste products and debris.
- 56.2 Upon obtaining Substantial Completion of the Work, the Contractor shall remove his surplus products, tools, construction machinery, and equipment not required for the performance of the remaining Work. He shall also remove waste products and debris, and leave the Work clean and suitable for occupancy unless otherwise specified.
- 56.3 Construction Completion shall not be obtained until the Contractor has removed his surplus products, tools, construction machinery and equipment, waste products, and debris. If the Contractor fails to comply with the provisions of this Article, the Owner may remove any surplus products, tools, construction machinery and equipment, waste products and debris left on the Work site by the Contractor; and any incidental costs incurred, including storage costs, shall be expensed to the Contractor or deducted from any further monies owing to the Contractor pursuant to the Contract.

ARTICLE 57 - PAYMENT FOR GENERAL REQUIREMENTS

- 57.1 All Work described in the General Requirements of the Contract Specifications (Section 01 31 19 to Section 01 78 00) is considered incidental to Work described elsewhere, and there shall be no separate payment for work required by the General Requirements, unless otherwise specified.
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ARTICLE 58 – RECORDS OPEN FOR INSPECTION

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

ARTICLE 59 – FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

59.1 Any information collected or generated by the General Contractor in the course of the performance of the Contract, is the sole property of The Town of Strathmore and it is subject to the Freedom of Information and Protection of Privacy Act, as well as all other regulation requirements governing the management of personal information.

ARTICLE 60 – AGENCY

60.1 The General Contractor, while performing any services under this Agreement, is an independent General Contractor and is not an agent of the Owner.

END OF SECTION

1.0 GENERAL

The work covered by this Contract shall include the furnishing of all materials, equipment, tools, supplies, temporary lighting and heating, transportation, labour and superintendence necessary for the construction of the work as herein specified and shown on the drawings.

The Contractor shall read and be governed by the Bid Form, Instructions to Bidders, Addenda, Consent of Surety, Bid Security, Agreement, Definitions, Supplemental General Conditions, General Conditions, General Requirements, and complete Specifications and Drawings of this project.

The complete work under this Contract shall be governed by the dictates of good practice and shall be complete in all details of materials and methods even if not minutely specified. The work shall be properly coordinated with the requirements of all work specified in other sections.

The work includes testing as specified and assistance with start-up and placing of the work in operation, ready for use by the Owner.

2.0 SCOPE OF WORK

2.1 Overview

The description of the work to be undertaken consists of the following:

- Prime Contractor responsibilities
- Project management and coordination
- Quality control
- Protective and safeguards of work areas
- Construction the Work under a unit price contract
- Construct the Works as noted on Contract Drawings or Specifications
- Miscellaneous and related works related to work
- Any work called for in the specifications (including the above) and/or shown on the drawings, but not specifically mentioned as an item for which payment will be made, shall be considered necessary, but incidental to the item of work for which prices are tendered, and no additional payment will be made for incidental work.

2.2 Description

The following is a summary of the expected work but should not be considered an exhaustive list. A full breakdown can be found within Appendix B Specifications.

The building automation system is to consist of a modular, BACnet protocol, open architecture system incorporating direct digital control and monitoring of equipment and systems and consisting of all hardware and software required for the complete system. The BAS is to be accessible through standard personal computers within the building through a wireless application protocol device, or remotely through the Internet by means of a standard web browser.

The BAS is to be field expandable, with an architectural design to eliminate dependence upon any single device for alarm reporting and control execution. Failure of any single component or network connection is not to interrupt the execution of control strategies at other operational devices. The BAS is to maintain all settings and overrides through a system re-boot, and is to incorporate, as a minimum, the following integrated features, functions and services:

1. Operator information, alarm management, and control features.
2. Enterprise-level information and control access.
3. Information management including monitoring, transmission, archiving, retrieval, and reporting functions.
4. Diagnostic monitoring and reporting of BAS functions.
5. Off-site monitoring and management access.
6. Energy management.
7. Standard applications for terminal HVAC systems.

The BAS is to include, but not be limited to, the following:

1. A personal computer-based operator work station with colour monitor for colour graphic displays, and a colour printer.
2. A portable operator's terminal.
3. Standalone network automation engine(s).
4. Field equipment controllers.
5. Input/output modules.
6. Local display devices.
7. Distributed user interfaces.
8. Network processing, data storage and communication equipment.

All other components required for a complete and operating BAS

2.4 Location of Work

The work is located in the Town of Drumheller, Alberta

General

1.1 GENERAL

- .1 Submittals are required to determine whether the specified material and product are finished and installed in accordance with design intent as expressed in the Contract documents.
- .2 Where the phrase "or approved equivalent alternative" occurs in the Contract Documents, do not assume that material, product or methods will be accepted as equal by the Engineer unless the item has been specifically accepted for the Work by the Engineer in writing.

1.2 ADMINISTRATIVE

- .1 Submit to Engineer submittals listed for review. Submit promptly and in orderly sequence to not cause delay in Work. Failure to submit in ample time is not considered sufficient reason for extension of Contract Time and no claim for extension by reason of such default will be allowed.
 - .2 Do not proceed with Work affected by submittal until review is complete.
 - .3 Make submittals far enough in advance to allow adequate time for coordination, Engineers review, revisions and resubmittals, and for supply and delivery in time for the scheduled installation in the Work.
 - .4 Allow at least 5 calendar days for the Engineer's review after receipt of submittals.
 - .5 Costs due to delays in making submittals shall be borne solely by the Contractor.
 - .6 Present all submittals in SI Metric units.
 - .7 Review submittals prior to submission to Engineer. This review represents that necessary requirements have been determined and verified, or will be, and that each submittal has been checked and co-ordinated with requirements of Work and Contract Documents. Submittals not stamped, signed, dated and identified as to specific project will be returned without being examined and considered rejected.
 - .8 Notify Engineer, in writing at time of submission, identifying deviations from requirements of Contract Documents stating reasons for deviations.
 - .9 Verify field measurements and affected adjacent Work are co-ordinated.
 - .10 Contractor's responsibility for errors and omissions in submission is not relieved by Engineer's review of submittals.
 - .11 Contractor's responsibility for deviations in submission from requirements of Contract Documents is not relieved by Engineer review.
 - .12 Coordinate requirements between trades.
 - .13 Coordinate with requirements under laws and regulations.
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- .14 Secure required approvals of public agencies, inspection agencies and standards agencies.

1.3 CERTIFICATES AND TRANSCRIPTS

- .1 Immediately after award of Contract, submit Workers' Compensation Board status.
- .2 Submit transcription of insurance immediately after award of Contract.

END OF SECTION

Part 1 General

1.1 RELATED SECTIONS

- .1 Section 01 74 11 - Cleaning.

1.2 REFERENCES

- .1 Owner/Contractor Agreement:
 - .1 Section 00 50 00 - Agreement.

1.3 INSPECTION AND DECLARATION

- .1 Contractor's Inspection: Contractor and Subcontractors: conduct inspection of Work, identify deficiencies and defects, and repair as required to conform to Contract Documents.
 - .1 Notify Engineer in writing of satisfactory completion of Contractor's Inspection and that corrections have been made.
 - .2 Request Engineer's Inspection.
 - .2 Engineer's Inspection: Engineer and Contractor will perform inspection of Work to identify obvious defects or deficiencies. Contractor to correct Work accordingly.
 - .3 Completion: submit written certificate that following have been performed:
 - .1 Work has been completed and inspected for compliance with Contract Documents.
 - .2 Defects have been corrected and deficiencies have been completed.
 - .3 Equipment and systems have been tested and are fully operational.
 - .4 Certificates or documentation required by Utility companies have been submitted.
 - .5 Operation of systems have been demonstrated to Owner's personnel.
 - .6 Work is complete and ready for final inspection.
 - .4 Final Inspection: when items noted above are completed, request final inspection of Work by Owner, Engineer, and Contractor. If Work is deemed incomplete by Owner Engineer, complete outstanding items and request re-inspection.
 - .5 Declaration of Substantial Performance: when Owner and Engineer consider deficiencies and defects have been corrected and it appears requirements of
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Contract have been substantially performed, make application for certificate of Substantial Performance. Refer to Section 00 71 00 - General Conditions of the Contract for specifics to application.

- .6 Commencement of Lien and Warranty Periods: date of Owner's acceptance of submitted declaration of Substantial Performance shall be date for commencement for warranty period and commencement of lien period unless required otherwise by lien statute of Place of Work.
- .7 Final Payment: when Owner and Engineer consider final deficiencies and defects have been corrected and it appears requirements of Contract have been totally performed, make application for final payment. Refer to Section 00 50 00 - Agreement. If Work is deemed incomplete by Owner and Engineer, complete outstanding items and request re-inspection.
- .8 Payment of Holdback: after issuance of certificate of Substantial Performance of Work, submit an application for payment of holdback amount in accordance with Section 00 50 00 - Agreement.

1.4 CLEANING

- .1 In accordance with Section 01 74 11 - Cleaning.
- .2 Remove waste and surplus materials, rubbish and construction facilities from the site.

END OF SECTION
