



**REGIONAL DISTRICT
of Fraser-Fort George**

INVITATION TO TENDER

ES-26-01

**Construction Services – Final Closure
Valemount Regional Landfill**

Date Issued

February 23, 2026

Closing Location

Regional District of Fraser-Fort George
155 George Street, Prince George, BC V2L 1P8
purchasing@rdffg.bc.ca

Mandatory Site Meeting

March 4, 2026 at **11:00 am PST**
Valemount Regional Landfill

Inquiries

Phillip Auclair, P.Eng. at pauclair@dillon.ca
Darwin Paton at dpaton@rdffg.bc.ca
Inquiries deadline: March 12, 2026 at 4:00 pm

Closing Date

March 26, 2026 at **2:00 pm PST**
No Public Opening

Late submissions are not considered



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Invitation to Tender

ES-26-01 Construction Services of Final Closure

Valemount Regional Landfill

PART A – INTRODUCTION

The Regional District of Fraser-Fort George invites tenders for construction services to complete the final closure of the Valemount Regional Landfill. The work generally comprises the following but not limited to:

1. General Earthworks and Surface Water Management
2. Stripping of existing vegetative layer
3. Grading and shaping of slopes to specific grades
4. Excavation, hauling, placement and compaction of soil cover layer
5. Hauling, mixing, placement of soil and organic cover material
6. Miscellaneous work
7. Installation and construction of Provisional Items

The construction start date will be mutually agreed upon but will start no later than May 1, 2026 and be completed by December 31, 2026, with the issuance of a certificate of Substantial Completion.

The contract term is **May 1, 2026 – December 31, 2026**.

TENDER DOCUMENTS

The Invitation to Tender (ITT) documents may be obtained on or after **February 23, 2026**.

- (a) in a PDF (Public Document Format) file format from the Regional District's website at www.rdffg.ca;
- (b) on the BCBid® website at www.bcbid.gov.bc.ca.

All subsequent information regarding this ITT, including amendments, Addendum(s) and answers to questions will also be available as above.

It is the sole responsibility of the tenderer to ascertain that they have received a full set of Tender Documents. Upon submission of their bid, the tenderer will be deemed conclusively to have been in possession of a full set of Tender Documents (listed in Part B, Section 2.1).

Tenders not submitted in strict accordance with these instructions or not complying with the requirements in this ITT may be rejected.

To be considered, Tenders must be signed by an authorized signatory of the Tenderer. By signing the Tender, the Tenderer is bound to statements made in response to this ITT. Any Tender received by the Regional District that is unsigned will be rejected.

The lowest of any Tender will not necessarily be accepted. The Regional District of Fraser-Fort George reserves the right to accept or reject any or all Tenders.

TENDER SUBMISSION AND CLOSING LOCATION AND TIME:

The Regional District will accept Tenders submitted either by direct delivery (hand delivery, courier or by post/mail) or electronically to the Closing Location and Time as outlined below.

Tenders will be received by the General Manager of Financial Services at the Regional District of Fraser-Fort George, 3rd floor, 155 George Street, Prince George, BC (the "**Closing Location**") not later than 2:00 p.m. local time on **March 26, 2026** (the "**Closing Date**") or by email to purchasing@rdffg.bc.ca. There will not be a public opening for this Tender.

Tenders must be in English and must be submitted using the submission methods below.

Closing Date for tenders is March 26, 2026 at 2:00 p.m. local Prince George time.

For Tenders to be submitted by hard copy direct delivery:

Two complete copies of your Tender must be submitted in a sealed envelope with the following information written on the outside of the envelope containing the tender, as well as on the outside of the courier envelope/box (if sending by courier):

1. Attention: General Manager of Financial Services
Regional District of Fraser-Fort George
3rd Floor, 155 George Street
Prince George, BC V2L 1P8
2. Invitation to Tender, ES-26-01
Construction Services of Final Closure - Valemount Regional Landfill
3. Responding Tenderer's name and address

Facsimile Tenders will NOT be accepted.

For Tenders to be submitted Electronically, with Bid Security:

"Prince George Time" will be conclusively deemed to be the time indicated in the electronic timestamp the Tender receives upon delivery to the email address specified herein.

Other than the Bid Bond, Tenderers must submit all portions of their Tender by email in accordance with the following:

Subject of the file to be: ES-26-01 – Construction Services of Final Closure - Valemount Regional Landfill – (Insert Responding Tenderer's Name)

All emailed documents must be in PDF format and should be in one combined file. Tenderers should ensure that the files should not collectively exceed 30MB. Zip the files to reduce the size if needed.
Submitting the files via Drop Box, FTP, or similar programs, is not acceptable.

Tenders must be submitted to purchasing@rdffg.bc.ca. Other than the Bid Bond, do not deliver a physical copy of the tender package to the Regional District of Fraser Fort George.

The Bid Bond must not be sent by email. The Bid Bond must be received by the General Manager of Financial Services, at the Regional District of Fraser-Fort George, 3rd Floor, 155 George Street, Prince George, BC on or before the Closing Date. The Bid Bond must be submitted in a sealed envelope with the following information written on the outside of the envelope containing the Bid Bond, as well as on the outside of the Courier envelope if sent by courier.

1. Attention: General Manager of Financial Services
Regional District of Fraser-Fort George
3rd Floor, 155 George Street
Prince George, BC V2L 1P8
2. Invitation to Tender, ES-26-01
Construction Services of Final Closure - Valemount Regional Landfill
3. Responding Tenderer's name and address

The Regional District does not assume any risk or responsibility or liability, including in contract or tort (including negligence), whatsoever to any Tenderer:

1. for ensuring that any electronic email system being operated by or for the Regional District is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Tenderer's electronic transmission, including the transmission of an electronic copy of its Tender, cannot be received;
2. for errors, problems or technical difficulties with respect to a Tenderer's electronic transmission, including the transmission of an electronic copy of its Tender;
3. that a Tenderer's electronic transmission, including the transmission of an electronic copy of its Tender, is received by the Regional District of Fraser-Fort George in its entirety or within any time limit specified by this Tender.

PART B – INSTRUCTIONS TO TENDERERS

The Regional District of Fraser-Fort George, hereinafter referred to as the Regional District, invites Tenders for:

ES-26-01 Construction Services of Final Closure - Valemount Regional Landfill

Instructions regarding obtaining the Tender Documents are contained in Part A: Introduction.

Questions relating to the tender or project must be directed to both Phillip Auclair and Darwin Paton:

| | |
|--|---|
| <u>Technical Inquiries:</u> Phillip Auclair, P.Eng. Lead Project Engineer Dillon Consulting Limited 3820 Cessna Drive, Suite 510, Richmond, BC, V7B 0A2 Phone: (780) 224-5201 Email: pauclair@dillon.ca | <u>General Inquiries:</u> Darwin Paton Environmental Services Technologist Regional District of Fraser-Fort George 155 George Street Prince George, BC V2L 1P8 Phone: 250 960-4482 Email: dpaton@rdffg.bc.ca |
|--|---|

Deadline for question submissions is 4:00 p.m. (local time) March 12, 2026

Those questions that are determined to be of a common interest to all potential Tenderer's will be summarized and posted as Addendum(s) on the Regional District's website as well as the BCBid® website.

ACKNOWLEDGEMENT LETTER

Upon receipt of this Invitation to Tender, a potential Tenderer should complete and sign the Acknowledgement Letter at Appendix A, and email the signed Acknowledgement Letter to, environment@rdffg.bc.ca. A Tenderer who signs and returns the Acknowledgement Letter is not obligated to submit a Tender.

Any Tenderer who does not submit the Acknowledgement Letter will not be sent any Addendum(s), or answers to questions and may be disqualified.

SITE MEETING

All prospective Tenderers must attend the site meeting. The Project Manager or delegate will provide an overview of the contract expectations and be available for questions pertaining to this ITT. The purpose of the site meeting is for Tenderers to satisfy themselves as to the nature of the work in general, to clarify their understanding of the scope of work, to view the sites, to determine specifications, and to have the opportunity to ask questions regarding the project and any other circumstances which may influence their Tender.

Oral questions will be allowed at the Tenderers' meeting. However, questions of a complex nature, or questions where the Tenderer requires anonymity, should be forwarded in writing, prior to the meeting, to the Project Manager.

The Regional District will not, under any circumstances, make accommodations for rescheduling, or holding any additional site meetings or providing individuals access to the sites.

The mandatory site visit will be held at Valemount Regional Landfill on March 4, 2026, at 11:00 a.m. Attendees will meet at the front gates to the transfer station.

Tender submissions received from any Tenderer who did not attend the mandatory site meeting will be rejected.

TENDER PROCESS

1.0 Definitions

- 1.1 **"Addendum(s)"** means all additional information regarding this ITT including amendments to the ITT.
- 1.2 **"BC Bid"** means the BC Bid website located at www.bcbid.gov.bc.ca
- 1.3 **"Board"** means the Board of the Regional District.
- 1.4 **"Closing Location"** means the location specified in Part A - Introduction.
- 1.5 **"Closing Time"** means the closing time and date specified in Part A - Introduction.
- 1.6 **"Contract"** means the contract substantially in the form attached to this ITT.
- 1.7 **"Prime Contractor"** means, in relation to a multiple-employer workplace, the directing contractor, employer, or other person who enters into a written agreement with the Regional District to be the prime contractor of a workplace for the purposes of Part 3 of the *Workers Compensation Act*, as amended, in addition to other terms in the written agreement.
- 1.8 **"Contractor"** means the successful Tenderer to the ITT who enters into a Contract as **the directing contractor** with the Regional District.
- 1.9 **"Equipment"** means means anything and everything except persons used by the Contractor in performance of the work.
- 1.10 **"Engineer or Consultant"** means Engineer of Record
- 1.11 **"Facility Property"** means the property owned by the Regional District of Fraser-Fort George currently operating as the Valemount Regional Transfer Station. The area of works is the adjacent Valemount Regional Landfill.
- 1.12 **"Form of Tender"** means the form of tender attached to this ITT.
- 1.13 **"ITT"** means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the Regional District by Addendum(s).
- 1.14 **"Owner"** means the Regional District of Fraser-Fort George.
- 1.15 **"Project Manager"** means the Regional District's representative.

- 1.16 "**Subcontractor**" means any person, firm or corporation approved by the Regional District having a contract for the execution or a part of parts of the Work included in this Contract and worked to a special design according to the drawings or specifications but does not include one who merely furnished material not so worked.
- 1.17 "**Tender**" means a submission in response to this ITT.
- 1.18 "**Tender Documents**" means the documents listed in Section 2.1.
- 1.19 "**Tenderer**" means the person submitting a Tender.
- 1.20 "**Regional District**" means the Regional District of Fraser-Fort George.
- 1.21 "**Must**" means a requirement that must be met in order for a Tender to receive consideration.
- 1.22 "**Should**", or "**May**" means a requirement having a significant degree of importance to the objective of the ITT, but which the Regional District would strongly prefer to be fulfilled, and which the Regional District may in its sole discretion elect to treat the failure to fulfill as a grounds for rejection of a Tender.
- 1.23 "**Work**" means the total construction and related services required by the Tender documents.

2.0 Tender Documents

2.1 The Tender Documents are:

- (a) Part A – Introduction;
- (b) Part B – Instructions to Tenderers;
- (c) PART C - Contract Information; and
- (d) Appendices:
 - i. Appendix A – Acknowledgment Letter;
 - ii. Appendix B – Bidder Checklist;
 - iii. Appendix C – Tender Form;
 - iv. Appendix D – Schedule of Prices – Tendered Price
 - v. Appendix E – Additional Unit Prices
 - vi. Appendix F – Preliminary Construction Schedule
 - vii. Appendix G – List of Contractor’s Personnel
 - viii. Appendix H – List of Subcontractors;

- ix. Appendix I – Tenderer’s Experience in Similar Work;
- x. Appendix J – List of Equipment;
- xi. Appendix K – Conflict of Interest Disclosure Statement
- xii. Appendix L – Goods and Services Tax Information;
- xiii. Appendix M – Specifications
- xiv. Appendix N – Drawings
- xv. Appendix O – Contract Agreement and General Conditions (Refer to CCDC 4 2023)
- xvi. Appendix P – Supplemental General Conditions
- xvii. Appendix Q – Site Survey
- xviii. Appendix R – Site Permit
- xix. Appendix S – Borehole Logs
- xx. Appendix T– CCDC 41 Insurance Requirements
- xxi. Appendix U – Sample Prime Contract Agreement

2.2 If there is a conflict between or among the Specifications and the other Tender Documents, the other Tender Documents shall prevail over the Specifications.

3.0 Acceptance of Terms and Conditions

Submitting a Tender indicates acceptance of all the terms and conditions set out in the ITT, including those that follow and that are included in all appendices and any Addendum(s).

4.0 Submission Instructions

- 4.1 Each Tenderer must complete and provide Appendix A and C through L, along with the Bid Bond.
- 4.2 All prices and notations should be legibly written in a non-erasable pen. Erasures, interlineations, or other corrections should be initialed by an authorized signatory of the Tenderer.
- 4.3 Subject to any alternatives or options in respect of which the Regional District requests pricing or other information in an Appendix to the ITT, Tenders are to be all inclusive and without qualification or condition.
- 4.4 The Regional District may, at any time and for any reason, extend the Closing Time by means of a written amendment published on the Regional District's website, at www.rdffg.ca and at BC Bid.
- 4.5 Each Tender must be signed by an authorized signatory or authorized signatories of the Tenderer, as is necessary for due execution on behalf of the Tenderer. Each Tender by a company or partnership should specify the full name of the legal entity submitting the Tender.

- 4.6 It is the sole responsibility of the Tenderer to ascertain that they have received a full set of the Tender Documents. Upon submission of their Tender, the Tender will be deemed conclusively to have been in possession of a full set of the Tender Documents.
- 4.7 If the Regional District, in the Regional District's sole discretion, determines that a clarification, addition, deletion, or revision of the ITT is required then the Regional District will issue an addendum and the addendum will be posted on the Regional District website and BC Bid.
- 4.8 It is the sole responsibility of the Tenderer to check for Addendum(s). Addendum(s) issued during the time of Tendering must be signed by the Tenderer and included with the Tender and will become a part of the Tender documents.
- 4.9 The Regional District will not be responsible for any costs incurred by the respondent which may result from the preparation or submission of documents pertaining to this Tender. Accuracy and completeness of a Tender is the Tenderer's responsibility.

5.0 Discrepancies or Omissions

- 5.1 Tenderers finding discrepancies or omissions in the specifications or other documents herein or having doubts on the meaning or intent of any part thereof, should immediately request in written form, either by email or by mail, clarification from the Project Manager. Upon receipt of the written request for clarification, The Project Manager may, in the person's sole discretion, send written instructions or explanations to all parties registered as having returned the acknowledgement letter, and make amendments to this ITT. No responsibility will be accepted for oral instructions.
- 5.2 It is the responsibility of each Tenderer to thoroughly examine the Tender Documents and satisfy itself as to the full requirements of this ITT and their acceptability to the Tenderer.

6.0 Late Submissions

Tenders will be marked with their receipt time upon receipt. Only complete Tenders received before the Closing Time will be considered to have been received on time. Tenders received late will be marked late and not considered or evaluated. In case of a dispute, the Tender receipt time as recorded by the Regional District will prevail whether accurate or not.

7.0 Changes to Tenders

A Tenderer that has already submitted a Tender may amend its Tender prior to the Closing Time:

- (a) For changes to price only, by submitting an amendment via email or mail at the address identified at the beginning of Part B of this Invitation to Tender, identifying a plus or minus variance to the Tenderer's Tender Price; or
- (b) In all cases, by delivering a completely new Tender in accordance with Part A to this Invitation to Tender, clearly indicating it replaces the previously submitted Tender.

Any such revision must clearly identify the ITT number and the Closing Time. A Tender revision submitted as aforesaid shall effectively amend the Tender and the Regional District shall only review and evaluate the Tender as amended.

8.0 Bid Prices

- 8.1 The Tenderer will be deemed to have satisfied themselves as to the sufficiency of the Tender for the work and the price stated in the Schedule of Prices. These prices will cover all their obligations under the Contract, and all matters necessary to the proper completion and maintenance of the work, and will include the supply of all labour, equipment material, supervision, services, taxes and assessments, together with the Tenderer's overhead and profit, except where otherwise provided elsewhere in this ITT.
- 8.2 Tender prices must remain open for acceptance for a period of 90 days from the Closing Date unless otherwise stated by the Regional District.
- 8.3 The Regional District of Fraser-Fort George will not be responsible for any costs incurred by the tenderer which may result from the preparation or submission of documents pertaining to this Tender.

9.0 Subcontractors

All subcontractors, including affiliates of the Tenderer, should be clearly identified in the Tender as per the form attached as Appendix H.

A Tenderer may not subcontract to a firm or individual whose current or past corporate or other interests, may, in the Regional District's opinion, give rise to an actual, perceived or potential conflict of interest in connection with the services described in the Tender. This includes, but is not limited to, involvement by the firm or individual in the preparation of the Tender or a relationship with any employee, contractor or representative of the Regional District involved in preparation of the Tender, participating in evaluation or in the administration of the Contract. If a Tenderer is in doubt as to whether a proposed subcontractor might be in a conflict of interest, the Tenderer should consult with the Project Manager prior to submitting a Tender. By submitting a Tender, the Tenderer represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual, perceived or potential, in respect of the Tender.

10.0 Rejection of a Tender

- 10.1 The Regional District may, in its sole discretion, reject any and all Tenders, or accept the Tender deemed most favourable in the interests of the Regional District. The lowest, or any Tender, will not necessarily be awarded.
- 10.2 Tenders which contain qualifying conditions or otherwise fail to conform to the instructions contained in this ITT may be disqualified or rejected. The Regional District may, however, in its sole discretion, reject or retain for its consideration Tenders which are non-conforming because they do not contain the content or form required by the ITT, or for failure to comply with the process for submission set out in this ITT, whether or not such non-compliance is material.
- 10.3 The Regional District's intent is to enter into a Contract with the Tenderer who has submitted the best offer. The Regional District reserves the right to accept any or none of the Tenders submitted and will evaluate Tenders based on the best value offered to the Regional District and not

necessarily the lowest price. The Regional District reserves the right in its sole unrestricted discretion to:

- (a) accept any Tender which the Regional District deems most advantageous to itself;
- (b) reject any and/or all irregularities in a Tender submitted;
- (c) waive any defect or deficiency in a Tender whether or not that defect or deficiency materially or substantially affects the Tender and accept that Tender;
- (d) reject any and/or all Tender for any reason, without discussion with the Tenderer(s);
- (e) accept a Tender which is not the lowest Tender; and
- (f) cancel or reissue the Tender without any changes.

10.4 Without limiting any other provision of this Tender, the Regional District may, in its sole discretion, reject a Tender submitted by a Tenderer, if the Tenderer or any officer or director of a corporate Tenderer, is, or has been within a period of two years prior to the Closing Time, engaged either directly or indirectly through another corporation or legal entity in a legal proceeding initiated in any court against the Regional District in relation to any contract with, or works or services provided to the Regional District.

11.0 Conflict of Interest

11.1 When submitting a Tender, the Tenderer must complete, sign and include with their Tender a Conflict of Interest Disclosure Statement (Appendix K).

11.2 Without limiting any other provision of this ITT, the Regional District may reject a Tender based on an actual, potential or perceived conflict of interest.

The Regional District may reject any Tender where:

- a. one or more of the directors, officers, principals, partners, senior management employees, shareholders or owners of the Tenderer, is an officer, employee or director of the Regional District or a consultant involved in the procurement process, or is a member of the immediate family of an officer, employee or director of the Regional District or a consultant involved in the procurement process; or
- b. in the case of a Tender submitted by a Tenderer who is an individual person, where that individual is an officer, employee or director of the Regional District or a consultant involved in the procurement process, or is a member of the immediate family of an officer, employee or director of the Regional District or a consultant involved in the procurement process.

A Tenderer who has any concerns regarding whether a current or prospective employee, advisor or member of that Tenderer is, or may be, a Restricted Party, is encouraged to request an advance decision by submitting to the Project Manager, not less than ten working days prior to the Closing Time, by email, the following information:

- (a) names and contact information of the Tenderer and the person for which the advance opinion is requested;
- (b) a description of the relationship that raises the possibility or perception of a conflict of interest or unfair advantage; and
- (c) copies of any relevant documentation.

The Regional District may make an advance decision regarding whether the person is a Restricted Party, and whether the Regional District will reject a Tender based on the information provided.

12.0 Tender Evaluation

12.1 The purpose of this ITT is to select a Tenderer with the capability and experience to efficiently and cost effectively complete the work described in this ITT.

12.2 Evaluation of tenders will be by an Engineering Consultant in order to provide a recommended award of contract (the "Contract"). Tenders should be clear, concise, and complete.

The Regional District shall be the sole judge of a Tender and its decision shall be final. The Regional District and the Engineering Consultant shall use the following criteria to evaluate tenders received:

a. proven, successful experience with similar projects;

The Tenderer must demonstrate proven and recent experience performing construction projects of comparable scope, technical requirements, and site conditions.

The Tenderer shall submit (Appendix I, detailed descriptions of previous projects completed **within the last five (5) years**, including project objectives, challenges encountered, and methods used to address those challenges. For each project, the Tenderer shall provide:

- the contract value,
- client organization,
- project manager contact information,
- and confirmation of successful completion.

The Regional District reserves the right to assess the Tenderer's past performance and may reject a Tender if references indicate unsatisfactory performance or incomplete work.

- b. acceptability of reference checks;
c. construction schedule; and
d. tender price

Price evaluation shall include the sum of the "Schedule of Prices" and "Schedule of Additional Unit Prices" as per the "Tender Form Summary". Quantities associated with the "Schedule of Additional Unit Prices" shall be used to calculate the total bid price in the "Tender Form Summary" only. The value of the contract will be the "Schedule of Prices" only.

12.3 The Tenderer acknowledges that the Regional District may rely upon criteria that the Regional District deems relevant even though such criteria may not have been disclosed to the Tenderer. By submitting a Tender, the Tenderer acknowledges the Regional District's right under this clause and absolutely waives any right of action against the Regional District for the Regional District's failure to accept the Tenderer's Tender, whether or not such right of action arises in contract, negligence, bad faith or any other cause of action.

- 12.4 Notwithstanding any other provision in this ITT, the award of a Contract by the Regional District may be subject to the availability of funding and the approval of the Board.
- 12.5 Throughout the evaluation process, the Regional District, at its sole discretion, may request additional written clarification and/or supplemental information from selected tenderers as part of the evaluation process. Notwithstanding the results of the evaluation conducted by the committee, the Regional District reserves the right to select the tender that the Regional District considers provides best overall value.

13.0 Proof of Ability

The Tenderer will be competent and capable of performing the Work. The Tenderer is required to provide evidence of previous experience and financial responsibility before the contract is awarded.

14.0 Equipment

A complete list of the equipment, which the Tenderer will make available for the completion of the Contract, will be included with each Tender.

15.0 Bid Bond

The tender must be accompanied by a Bid Bond in an amount of ten percent (10%) of the total tendered price.

The Bid Bond must be issued by a Surety Company licensed to conduct business in the Province of British Columbia wherein the work is located.

If the successful bidder fails, for any reason, to execute the Contract, the portion of this Bid Bond will be forfeited to, and retained by, the Regional District of Fraser Fort George, in the amount for which the Regional District may legally contract with another party to perform the work, if the latter amount be in excess of the former.

The Bid Bonds submitted by unsuccessful bidders will be returned to them, without interest, as soon as the successful bidder has delivered, to the Regional District, a fully executed Contract for the work, or the period for which bids are irrevocable has elapsed, whichever shall happen first.

All bonds must be issued by a Surety Company authorized to do business in the Province of British Columbia.

16.0 Examination of Contract Documents and Site

- 16.1 The Tenderer will satisfy themselves as to the practicality of executing the work in accordance with the Contract, and they will be held to have satisfied themselves in every particular before making up their Tender by inquiry, measurement, calculation and inspection of the site.
- 16.2 The Tenderer will examine the site and its surroundings and, before submitting their Tender will satisfy themselves as to the nature of the site, the quantities and nature of the work and equipment necessary for the completion of the work, and the means to access to the site, the accommodation they may require, and in general, will obtain all relevant information as to risks, contingencies and other circumstances which may influence their Tender.

The Regional District will not, under any circumstances, make accommodations for rescheduling, or holding any additional site meetings or providing individuals access to the sites.

17.0 Site Location and Facility Information

The Valemount Regional Landfill is located approximately three kilometers north of the Village of Valemount off Highway 5. The Valemount Regional Transfer Station is operated by the Regional District of Fraser-Fort George adjacent to the Valemount Regional Landfill. The Valemount Regional Transfer Station is a central drop-off location for members of the public to bring waste generated in the Valemount area including but not limited to household waste, yard and garden waste, large appliances, and recyclable materials.

A site attendant is on duty during operating hours to provide assistance to site users and maintain the facility. The Hours of Operation of the Transfer Station are as follows:

| | |
|-----------------------------------|-----------|
| Monday, Tuesday, Thursday, Friday | 9am -5pm |
| Wednesday | Closed |
| Saturday – Sunday | 9am - 4pm |

Holiday Hours

9am - 1pm

Easter Monday, Victoria Day, Labour Day & Thanksgiving Day

CLOSED

New Years' Day, Family Day, Good Friday, Canada Day, BC Day, National Day for Truth and Reconciliation, Remembrance Day, Christmas Day & Boxing Day

The Contractor shall minimize traffic through the Valemount Regional Transfer Station during the Hours of Operation; this includes the marshalling area for yard and garden, appliances, scrap metal, and propane tanks. Access through the Transfer Station during operating hours will be communicated and agreed on prior to occurring. When access through the Valemount Regional Transfer Station is required, the Contractor shall provide traffic control.

18.0 Liability for Errors

18.1 The Regional District will not be responsible for any costs incurred by Tenderers as a result of the preparation or submission of a Tender pertaining to this ITT. The accuracy and completeness of the Tender is the Proponent's responsibility. If errors are discovered, they will be corrected by the Tenderer at their expense.

18.2 Tenderers acknowledge that the Regional District, in the preparation of the ITT supply of oral or written information to Tenderers, review of Tenders or the carrying out the Regional District's responsibilities under this ITT, does not owe a duty of care to Tenderers.

19.0 Limitation of Liability

Except for claims for costs of preparation of its Tender, each Tenderer, by submitting a Tender, irrevocably waives any claim, action, or proceeding against the Regional District including without limitation any judicial review or injunction application or against any of the Regional District's employees, advisors or representatives for damages, expenses or costs including costs of Tender

preparation, loss of profits, loss of opportunity or any consequential loss for any reason including: any actual or alleged unfairness on the part of the Regional District at any stage of the Tender process; if the Regional District does not award or execute a contract; or, if the Regional District is subsequently determined to have accepted a noncompliant Tender or otherwise breached or fundamentally breached the terms of this ITT.

20.0 Ownership of Tenders and Freedom of Information

- 20.1 Tenders will be received and held in confidence by the Regional District, subject to the provisions of the Freedom of Information and Protection of Privacy Act and this ITT. Each Tender should clearly identify any information that is considered to be confidential or proprietary information.
- 20.2 As an exception to Tenders being received and held in confidence, Tenderers are advised and acknowledge that any contract entered into as a result of this Tender may be subject to Board approval, which may be discussed and voted on at a meeting of the Board that is open to the public. If Board approval is required, details of Tenders, including but not limited to proposed or negotiated fees, may be provided to the Board in a publicly available staff report, discussed at a Council meeting that is open to the public, and posted on a publicly available electronic agenda on the Regional District's website.

21.0 Confidentiality

In accordance with the *Freedom of Information and Protection of Privacy Act*, Tenderers will treat as confidential and will not, without prior written consent of the Regional District, publish, release, or disclose, or permit to be published, released, or disclosed, any information supplied to, obtained by, or which comes to the knowledge of a Tenderer as a result of this ITT except insofar as such publication, release or disclosure is required by the laws of British Columbia.

PART C – CONTRACT INFORMATION

1. Contract

1.1 Form of Contract

The Form of Contract and General Conditions that will be used for this Project are the CCDC 4-2023 Unit Price Contract, included as Appendix O to this ITT. Project-specific Supplementary General Conditions to the CCDC 4-2023 are located in Division 01 of the Specifications.

1.2 Award of Contract

A contract for ES-26-01 – Construction Services of Final Closure Valemount Regional Landfill is anticipated to be awarded at Regional Board on April 16, 2026. All tenderers will be advised, in writing, as to the awarding of the Contract after that date.

The Regional District may, in its sole discretion, award Contract ES-26-01 – Construction Services of Final Closure Valemount Regional Landfill, or it may delay the date of awarding the Contract or cancel this ITT if deemed appropriate by the Regional District for any reason.

2. Start and Duration of Contract

The term of the Contract will begin on May 1, 2026 and the Contract will remain in force until project completion, on or before December 31, 2026. Construction will commence upon award and signing of the contract as laid out in Appendix O of the Tender.

A construction start date will be mutually agreed upon by the Regional District and the Contractor. Once construction works begin on-site, they will continue without interruption until project completion, on or before December 31, 2026 or later date as agreed upon by the Regional District and the Contractor.

3. Term and Termination

The term of this Contract shall commence as set out in Section 2, Start and Duration of Contract, and shall continue in effect until terminated by either party as provided herein. Either party may terminate this Agreement at any time, with or without cause, by providing not less than 30 business days advance written notice to the other party. The Contractor or the Regional District may terminate this Agreement immediately in writing if either party becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors.

4. Intent of Contract Documents

This Contract is not an agreement of employment. The Contractor is an independent contractor, and nothing herein will be construed to create a partnership, joint venture, or agency and neither party will be responsible for the debts or obligations of the other.

5. Assignment of Contract

The Contractor will not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any

portions thereof, or their right, title or interest therein, or their obligations thereunder without written consent of the Regional District, except for an assignment to a bank of the payments to be received hereunder.

6. Payment

- a. The Contractor will invoice the Regional District on a monthly basis. The invoice will itemize payment due for services delivered at the facility during the previous month based on the Tender Sum in the Schedule of Prices and must also quote "Contract ES-26-01".
- b. Each progress payment claim is subject to a 10% hold back. All claims must be accompanied by supporting documentation as to its completion and proof of passing all required inspections.
- c. The Regional District will inspect the work before making payment.
- d. The Regional District will withhold 10% of the total payment due under the Contract as a performance assurance holdback. The holdback will be released to the Contractor once the following two conditions have been satisfied:
 - i. The work has been completed to the satisfaction of the Regional District and Consultant.
 - ii. The Regional District has received notification from WorkSafeBC that all required WorkSafeBC assessments have been paid for the period covering the Contract term.
- e. No payment will be made for materials supplied by the Regional District.

7. Insurance

The successful Bidder will be required to provide and maintain insurance, with the Regional District of Fraser-Fort George as additional insured, in accordance with project specific Supplementary General Conditions, SGC 12. Performance Security included in Appendix P and with the CCDC 4-2023 Contract General Conditions, CCDC 41 (CCDC Insurance Requirements) included as Appendix T to this ITT.

The successful bidder shall provide the Regional District with evidence of the required insurance and Bond in a form acceptable to the Regional District upon notification of award and prior to the execution and delivery of the Contract.

8. WorkSafeBC

The Contractor will use due care and take all necessary precautions to assure the protection of persons or property at the Valemount Regional Landfill and will comply with the *Workers' Compensation Act* of the Province of British Columbia.

Prior to undertaking any of the work, the Contractor will provide its WorkSafeBC number and will keep current all assessments required by WorkSafeBC in relation to, and for, the duration of the work. The Contractor will provide a clearance letter from WorkSafeBC to the Regional District prior to commencement of the work.

Out of Province Contractors will be compliant with WorkSafeBC's registration requirements pertaining to out of Province firms. Where WorkSafeBC registration requirements allow for a Contractor to be registered with another Province's Worker's Compensation Board, or like organization, the Contractor will provide the Regional District with their registration number and written documentation confirming that the Contractor is in good standing with the appropriate Worker's Compensation Board, or like organization. The Contractor will pay and keep current all assessments required to maintain good standing in relation to the Contract amount.

The Contractor will maintain an Occupational Health and Safety Plan (OHSP) and ensure that their employees and Subcontractors are well trained and aware of OHSP. The OHSP must be submitted with the tender documents and will be approved by the Engineer of Record and the Regional District prior to being discussed during the combined safety and construction kick off meeting.

9. Damage to Existing Property

In the event of damage to the Regional District's property arising from actions of the Contractor, the procedure will be as follows:

1. The Contractor will immediately advise the Regional District of any damage to the Regional District's property.
2. Upon investigation, the Regional District will notify the Contractor of damages to be repaired.
3. If the Contractor does not reply within 72 hours, the Regional District will repair, to the appropriate specifications or regulations, and deduct the cost of the repair from payment to the Contractor.

10. Indemnity and Release by Contractor

Notwithstanding the compliance of the Contractor with all the clauses concerning insurance, the Contractor shall indemnify, protect, and save harmless the Regional District, its officials, officers, employees, volunteers, servants, and agents from and against any and all liabilities, damages, losses, claims, costs, expenses of any kind whatsoever (including legal costs), and actions recoverable by any third party from the Regional District, arising from or caused by a negligent act or omission of, or breach of this Agreement on the part of, the Contractor, and shall be paid by the Contractor. If the Regional District pays, or is required to pay, any damages, costs, or fees on account of the actions, claims and demands herein recited, or if the property of the Regional District shall be charged in any way as a result of the aforesaid actions, causes of actions, and claims for demands, then the Regional District shall be entitled to recover from the Contractor all such damages, costs, fees or other charges together with any costs or expenses incurred in so doing. The Contractor covenants and agrees that this clause shall survive the termination of the Contract herein granted.

11. Force Majeure

If either the Contractor or the Regional District are prevented from performing their obligations under the Contract, or where the Regional District's work in respect of which the Contractor is providing Services, cannot be performed because of: an act of God; an act of a legislative, administrative or judicial entity; fire; flood; labour strike or lock-out; epidemic; pandemic; unusually severe weather; or other similar cause outside of the control of the Parties (collectively "Force Majeure"), then the obligations of the Contractor and the Regional District under the Contract shall be suspended for so long as the condition constituting Force Majeure continues. The Party affected by Force Majeure shall

provide the other Party with notice of the anticipated duration of the Force Majeure event, any actions being taken by the Party providing notice to avoid or minimize the effect of the Force Majeure event and shall make reasonable efforts to remove or mitigate the effects of the condition constituting Force Majeure. Upon the termination of the Force Majeure event, the Regional District shall grant to the Contractor a time extension for performance of the agreed upon dates for service required as part of the Services as may be agreed with the Contractor or, if the Regional District and the Contractor are unable to reach agreement, as determined by the dispute resolution process under Part C, Section 20. "Dispute Resolution". Whereas a result of Force Majeure there is a material increase in the Contractor's cost of or the time required for the performance of the Services that is not offset by a decrease in cost, then the Regional District shall increase the amount of the service fee payable to the Contractor under Part C, Section 6. "Payment" of this ITT, as may be agreed by the Contractor, or as determined under Part C, Section 20. "Dispute Resolution" of the Contract Conditions. If the event of Force Majeure results in a material increase in the cost of the work to be performed in respect of which the Contractor is providing the Services, then the Regional District may choose not to proceed with the completion of the work and may terminate this Contract. If the Regional District terminates this Contract following the termination of the Force Majeure event, then it shall compensate the Contractor in accordance with Part C, Section 21.1, "Notice of Default".

12. Rights of Waiver

A waiver, or any breach of any provision of this ITT, will not constitute or operate as a waiver, or any other breach, of any other provisions, nor will any failure to enforce any provision herein operate as a waiver of such provisions or of any other provisions.

13. Severability

All paragraphs of the Contract are severable one from the other. Should a court of competent jurisdiction find that any one or more paragraphs herein are void or unenforceable, the validity of the remaining paragraphs hereof will not be affected.

14. Supervision and Labour

The Contractor will keep a competent supervisor on the work at all times during its progress. The Contractor will identify the person who will act as the supervisor, in writing, to the Regional District and the Engineering Consultant. The supervisor will represent the Contractor in their absence and directions given to them will be considered to have been given to the Contractor. The supervisor will have the ability to report to the Regional District and the Engineering Consultant and have the authority to act on contractual obligations on behalf of the Contractor. The Contractor shall employ at all times, qualified and experienced personnel to carry out the work.

15. Character of Workers

The Contractor and workers must have sufficient knowledge, skill, and experience to perform properly the work assigned to them and to be tactful and courteous in dealing with the public and the Regional District's staff. Any supervisor or worker employed by the Contractor or Sub-Contractor who, in the opinion of the Owner, does not perform their work in a competent manner, appears to act in a disorderly or intemperate manner, appears to be under the influence of drugs or alcohol, or is negligent, or willfully misconducts themselves will, at the written request of the Owner, be removed from the site of the work immediately and will not be employed again in any portion of the work without the approval of the General Manager of Environmental Services.

16. Assignment and Subcontracting

This Agreement does not create any right or benefit in anyone other than the Regional District and the Contractor and shall not be assigned by either party without the prior written approval of the other party.

17. Regional District's Termination of Contract

In the event of the breach or non-performance by the Contractor of any of the covenants, conditions, and agreements contained in the Contract to be performed, the Regional District reserves the right to terminate this Contract without notice. The Regional District may also deduct from the payments due to the Contractor any payments or expenditures it is required to make to remedy any such non-performance or breach hereof.

18. Contractor's Termination of Contract

The Contractor shall have the right to terminate the Contract in the event the Regional District fails to pay for the Work performed except as provided in the Contract Documents within 30 days from the specified date of payment and fails to remedy such default within 10 days of the Contractor's written notice to do so.

19. Regional District's Right to Correct Deficiencies

The Regional District shall have and retain full authority to inspect the work of the Contractor to ensure that the requirements of the Contract are being fulfilled. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, and after five days written notice to the Contractor, or without notice if any emergency or danger to the work or public exists, the Regional District may, without prejudice to any other remedy they may have, correct such deficiencies. The cost of Work performed by the Regional District in correcting deficiencies shall be paid by the Contractor or may be deducted from monies payable to the Contractor.

20. Dispute Resolution

If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of services under this agreement, the Contractor and the Regional District agree first to try in good faith to settle the dispute by negotiations between the Contractor and the Regional District. If such negotiations are unsuccessful, the Contractor and the Regional District agree to attempt to settle the dispute by arbitration if both parties agree. If the dispute cannot be settled through arbitration, the Contractor and the Regional District may agree to attempt to settle the dispute through good faith mediation. If the dispute cannot be resolved through mediation and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in the Province of British Columbia.

21. Notice of Default

If the Contractor is in default of the performance of any of its material obligations set out in this Agreement, then the Regional District may, by written notice to the Contractor, require such default to be corrected. If within 15 days' receipt of such notice the default has not been corrected or reasonable steps, as determined by the Regional District in its sole discretion, have not been taken to correct the default, the Regional District without limiting any other right it may have, may immediately terminate this Agreement.

21.1 The Regional District shall compensate the Contractor for all Services performed hereunder through the date of any termination and all-reasonable costs and expenses incurred by the Contractor in effecting the termination. All drawings, plans or other documents resulting from the Services, whether complete or in a draft form, produced by the Contractor prior to the termination of the Agreement, will be provided to the Regional District within ten business days of the termination date.

22. Governing Laws

This Contract shall be governed and construed in accordance with the laws of the Province of British Columbia.

23. Permit and Regulations

The Contractor will, at their own expense unless pre-approved in writing by the Regional District, procure all other permits, certificates, and licenses required by law for the execution of the work and will comply with all federal, provincial, and local laws and regulations affecting the execution of the work, save in so far as the Contract Documents specifically provide otherwise.

24. Scope of Work

The construction of the major works comprises the following but not limited to:

- General Earthworks and Surface Water Management
- Stripping of existing vegetative layer
- Grading and shaping of slopes to specific grades
- Excavation, hauling, placement and compaction of soil cover layer
- Hauling, mixing, placement of soil and organic cover material
- Miscellaneous work
- Installation and construction of Provisional Items

25. Local Conditions

The Tenderer will, by personal inspection, examination, calculations or tests, or by any other means, satisfy themselves with respect to the local conditions to be encountered and the quantities, quality and practicability of the Work and of their methods of procedure. No verbal agreements or conversation with any officer, agent or employee of the Regional District, either before or after the execution of the Contract, will affect or modify any of the terms or obligations herein contained.

26. Project Manager's Status

The Project Manager or their delegate will be the Regional District's representative during the period of operation and will observe the Work in progress on behalf of the Regional District for the purpose of ensuring that the Work has been satisfactorily carried out. The Project Manager or Engineer will have the authority to stop the Work whenever such a stoppage may be necessary, in their opinion, to ensure the proper execution of the Work in accordance with the provisions of the Contract.

If at any time the Project Manager or Engineer is of the opinion that there exists a danger to life or to property, they may order the Contractor to stop Work or to take such remedial measures as is considered necessary.

The Contractor will comply with such an order immediately. Neither the giving nor the carrying out of such orders thereby entitles the Contractor to any extra payment, and the Regional District will not be held liable for any damages or any breach of laws, bylaws or regulations that may result.

27. Protection of Work and Property

The Contractor shall take all reasonable precautions necessary to protect the Regional District's property from damage during the performance of the Contract and shall make good on any damage to the Regional District's property caused by the Contractor, its Sub-Contractor, employees, or agents during the performance of the Contract.

28. Occupational Health and Safety

The Contractor will ensure that they follow all occupational health and safety policies and procedures established by the Regional District. Contractors, their employees, or agents not complying with the Regional District's health and safety expectations will be required to stop Work. They will not be allowed to resume Work until the safety requirements are met.

The Contractor will use due care and take all necessary precautions to ensure the protection of persons and property at the Facility, the Landfill, and points in between, and will comply with the Workers' Compensation Act of the Province of British Columbia.

29. Goods and Services Tax (GST)

Federal law states that a 5% tax be paid on all goods and services. If the Contractor does not qualify as a small supplier, then the Contractor is required to identify the tax (GST/PST, as applicable) on all invoices, and the Regional District is liable to pay this amount to the Contractor.

All Tenderers shall provide a detailed breakdown of applicable taxes as follows:

- Goods and Services Tax (GST) – shown as a separate line item.
- Provincial Sales Tax (PST) – shown as a separate line item, whether or not PST applies to the Tenderer's operations or supplied goods/services. If PST does not apply, the Tenderer shall indicate "N/A" or "0.00" on the PST line.

30. Disputed Work

If, in the opinion of the Contractor, they are being required to perform work beyond that which the Contract requires him to do, whether at the discretion of the Regional District or otherwise, they will, within five days, deliver to the Project Manager a written notice of protest in the form prescribed herein prior to proceeding with any of the disputed work. The five-day time period commences from the time of direction given by the Manager or the time at which the Contractor determines that they are required to perform such work, whichever occurs first.

The Contractor will keep accurate and detailed cost records that should indicate the cost of the work done under protest. The Contractor will not be entitled to payment if they fail to keep and produce such records.

31. Notice of Protest

TO: General Manager of Environmental Services
Regional District of Fraser-Fort George
FROM: (Contractor)
DATE:
SUBJECT: THE CONTRACT

Date of Direction:

You have required me to perform the following work that is beyond the scope of the Contract.
(Set out details of work).
(Include dates where applicable)

The additional costs and claim for this work is as follows:
(Set out details of cost)

All supporting documentation and invoices are attached.

I understand that I am required to keep accurate and detailed cost records, which will indicate the cost of the work done under protest, and failure to keep such records will be a bar to any recovery by me.

Signature of Contractor

APPENDIX A - ACKNOWLEDGEMENT LETTER

The undersigned has received the full set of Tender Documents.

Signature

Company

Name (please print)

Address

Title

City

Phone Number

Fax Number

Date

Email Address

We presently intend to _____ provide/ _____ not provide a Tender as requested.

Please send any amendments to this Invitation to Tender via: _____ email _____ fax.

Return immediately to:

Environmental Services
Janet Todoruk
environment@rdffg.bc.ca
Regional District of Fraser-Fort George

APPENDIX B - BIDDER CHECKLIST

Before submitting your tender bid, check the following points:

- | | | |
|--------------------------|---|-------|
| <input type="checkbox"/> | Did you attend the Mandatory Site Meeting? | _____ |
| <input type="checkbox"/> | Have you submitted the Acknowledgement Letter? | _____ |
| <input type="checkbox"/> | Has the Tender Form been signed and witnessed? | _____ |
| <input type="checkbox"/> | Has the Bid Bond requirement been met? | _____ |
| <input type="checkbox"/> | Has the Tender Form Summary & Schedule of Prices been completed? | _____ |
| <input type="checkbox"/> | Has the Preliminary Construction Schedule been completed? | _____ |
| <input type="checkbox"/> | Has the Experience of Superintendent been completed? | _____ |
| <input type="checkbox"/> | Has the List of Sub-Contractors been completed? | _____ |
| <input type="checkbox"/> | Has the Tenderer's Experience in Similar Work been completed? | _____ |
| <input type="checkbox"/> | Has the Goods and Services Tax Information been completed? | _____ |
| <input type="checkbox"/> | Has the Conflict of Interest Disclosure Statement been completed? | _____ |
| <input type="checkbox"/> | Are all amendments and/or addenda, if any, included and signed? | _____ |

Note: Your Tender may be disqualified if ANY of the applicable foregoing points have not been complied with.

If submitting by hard copy:

Tenderers should ensure that the Tender is returned in a sealed envelope clearly marked on the outside with:

- Attention: General Manager of Financial Services
Regional District of Fraser-Fort George
155 George Street
Prince George, BC
V2L 1P8
- INVITATION TO TENDER ES-26-01
Construction Services of Final Closure – Valemount Regional Landfill
- Responding Organization's name and address.

If submitting by email:

Tenderers should ensure that the files should not collectively exceed 30MB. Tenders must be submitted to purchasing@rdffg.bc.ca. Only the Bid Bond should be delivered to the Regional District of Fraser-Fort George, Do Not forward a physical copy of the tender.

Subject of the file to be:

ES-26-01 Construction Services of Final Closure – Valemount Regional Landfill
(Insert Responding Tenderer's Name)

APPENDIX C - TENDER FORM

Date: _____

Regional District of Fraser-Fort George
3rd Floor, 155 George Street
Prince George, BC V2L 1P8

ATTENTION: General Manager of Financial Services

Dear Sir/Madam:

Having carefully examined the Instructions to Tenderers, Form of Tender, Contract Agreement, General Conditions of Contract and Operational Specifications and subsequent written Addendum(s) (if any), and having visited the site(s) for purposes of examining site conditions and having satisfied myself/ourselves as to the sufficiency of the ITT, the undersigned agrees to furnish all labour, transportation, equipment, materials, supervision and services and to do all work necessary for and reasonably incidental, as specified in accordance with the ITT, to do the work.

I/We agree that in consideration of having my/our tender submission considered for the Total Contract Price as shown on the Schedule of Prices, this price is open for acceptance for 90 days from the date of the tender opening and will not be withdrawn during that period of time.

It is understood that payment will be made for the work on the basis of the awarded Contract only and that any approved extras or refunds will be made by mutual agreement between the Regional District and me/us.

I/We agree that the Subcontractor(s) employed will be as listed on the List of Subcontractors and further agree that no changes or additions will be made to the list without written approval of the Regional District.

If I am/we are notified in writing of the acceptance of our tender, I/we agree that within 14 days of the date of the acceptance notice I/we will enter into a contract and execute an agreement for the stated sum in the form of the specimen submitted to guarantee completion of the contract in accordance with the contract documents and within the time stated in the Tender documents.

I/We agree that the Regional District reserves the right to waive informalities in tenders, reject any or all tenders, or accept the tender deemed most favourable in the interests of the Regional District.

I/We agree that tenders which contain qualifying conditions or otherwise fail to conform to the instructions contained in this ITT may be disqualified or rejected. I/We agree that the Regional District may, however, in its sole discretion, reject or retain for its consideration tenders which are non-conforming because they do not contain the content or form required by the ITT, or for failure to comply with the process for submission set out in the ITT, whether or not such non-compliance is material.

Accompanying this Tender, please find our bid bond as the Bid Bond in the amount of 10% of the contract value.

I/We agree that except for a claim for the reasonable cost of preparation of this tender, by submitting a tender, I/We irrevocably waive any claim, action, or proceeding against the Regional District including, without limitation, any judicial review or injunction application, and any claim against the Regional District and its elected officials, officers and employees for damages, expenses or costs, loss of profits, loss of opportunity or any consequential loss for any reason, including any such claim, action or proceeding arising from:

- 1) any actual or alleged unfairness on the part of the Regional District at any stage of the tender process, including without limitation any alleged unfairness in the evaluation of a tender or award of a contract;
- 2) a decision by the Regional District not to award a contract to that tenderer; or
- 3) the Regional District's award of a contract to a tenderer whose tender does not conform to the requirements of this ITT.

I/We hereby acknowledge receipt and inclusion of the following Addendum(s) to the ITT Documents:

Addendum No. _____ dated: _____ Addendum No. _____ dated: _____

Addendum No. _____ dated: _____ Addendum No. _____ dated: _____

Addendum No. _____ dated: _____ Addendum No. _____ dated: _____

Signed and Delivered by:

Signature of Authorized Signatory

Name of Tenderer

Name of Authorized Signatory (Please print)

Address

Title

City, Province, Postal Code

Signed in the presence of:

Signature

Address

Name of Witness (Please print)

City, Province, Postal Code

APPENDIX D - SCHEDULE OF PRICES – TENDERED PRICE

| | <u>DIVISION</u> | <u>DESCRIPTION</u> | <u>UNIT</u> | <u>QTY</u> | <u>UNIT PRICE</u> | <u>AMOUNT (excluding Taxes)</u> |
|---|-----------------|---|----------------|------------|-------------------|---------------------------------|
| A | 01 | Mobilization and Demobilization | L.S. | 1 | | |
| B | 31 | Clearing and Grubbing – Existing Landfill Cover | m ² | 25,000 | | |
| C | 31 | Clearing and Grubbing – Borrow Area | m ² | 7,500 | | |
| D | 32 | Native Soil Placement | m ³ | 8,000 | | |
| E | 32 | On Site Compost Transportation | m ³ | 2,400 | | |
| F | 32 | Topsoil Placement | m ³ | 8,000 | | |
| G | 32 | Erosion Control Mats | m ² | 2,800 | | |
| H | 31 | South Perimeter Ditch | l.m | 250 | | |
| I | 31 | Existing Ditch | l.m | 250 | | |
| J | 32 | Hydraulic Seeding – Landfill Cover | m ² | 25,000 | | |
| K | 01 | Disposal Off-Site | m ³ | 200 | | |

Subtotal Unit Prices = Sum (A-K)

\$ _____

GST as applicable

\$ _____

PST as applicable

\$ _____

TOTAL TENDER PRICE (Including GST & PST)

\$ _____

Signature

Company (Tenderer Name)

APPENDIX E - ADDITIONAL UNIT PRICES

| <u>DIVISION</u> | <u>DESCRIPTION</u> | <u>UNIT</u> | <u>QTY</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> <u>(excluding Taxes)</u> |
|------------------------|-------------------------------|--------------------|-------------------|--------------------------|---|
| 32 | Native Soil Placement | m ³ | 100 | | |
| 32 | Hydraulic Seeding-Borrow Area | m ² | 7,500 | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Subtotal Additional Prices (excluding taxes) _____

\$ _____

APPENDIX F - PRELIMINARY CONSTRUCTION SCHEDULE

Indicate Schedule with Bar Chart with Major Item Descriptions and Time.

This page may be replaced with a Schedule conveying the same information in another style. If replacing this page, label the new page "APPENDIX F - PRELIMINARY CONSTRUCTION SCHEDULE".

| MILESTONE DATES | |
|-----------------|-------|
| Activity | Date |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

| ACTIVITY | CONSTRUCTION SCHEDULE, WEEKS | | | | | | | | | | | |
|----------|------------------------------|---|---|---|---|---|---|---|---|----|----|----|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
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APPENDIX G – LIST OF CONTRACTOR’S PERSONNEL

The Contractor agrees that the personnel employed by them will be as listed below and further agrees that any changes or additions made to this list will be made in writing to the Regional District.

| Name of Employee | Employee’s Experience / Qualifications |
|-------------------------|---|
| | |
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| Name of Onsite Supervisor | Supervisor’s Experience / Qualifications |
|----------------------------------|---|
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APPENDIX H - LIST OF SUBCONTRACTORS

The Contractor agrees that the Subcontractors engaged by it will be as listed below and further agrees that any changes or additions made to this list will be made in writing to the Regional District. In the Contractor's opinion, the Subcontractors named are reliable and competent to perform that part of the work for which each is listed.

| <u>Sub-Contractor's Legal Name</u> | <u>Work to be Performed by Sub-Contractor</u> |
|---|--|
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APPENDIX I - TENDERER'S EXPERIENCE IN SIMILAR WORK

| <u>Year</u> | <u>Work Performed</u> | <u>Reference Contact (name and phone number)</u> | <u>Value</u> |
|--------------------|------------------------------|---|---------------------|
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APPENDIX J - LIST OF EQUIPMENT

The Tenderer will list size, model, year and operating weight of equipment they propose to use to complete the work herein. No changes or additions will be made to this list without the written approval of the Regional District.

State standby equipment to be used in the event of breakdown of above, and where it will be drawn from.

| Primary Equipment | Size | Model | Make | Type of Engine | Year | Weight |
|--------------------------|-------------|--------------|-------------|-----------------------|-------------|---------------|
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| Secondary Standby Equipment | Size | Model | Make | Type of Engine | Year | Weight |
|------------------------------------|-------------|--------------|-------------|-----------------------|-------------|---------------|
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APPENDIX K - CONFLICT OF INTEREST AND DISCLOSURE STATEMENT

ES-26-01

Construction Services of Final Closure Valemount Regional Landfill

Bidder Name: _____

The Bidder, including its officers, employees, and any person or other entity working on behalf of or in conjunction with, the Bidder on this Procurement Process:

- is free of any conflict of interest that could be perceived to improperly influence the outcome of this procurement process.
- has not, and will not, participate in any improper procurement practices that can provide the Bidder with an unfair competitive advantage including obtaining and using insider type information to prepare a solicitation offer or participating in bid rigging.
- has an actual, perceived or potential conflict of interest regarding this procurement process as a result of:

State reason(s) for Conflict of Interest:

By signing below I certify that all statements made on this form are true and correct to the best of my knowledge.

Print Name of Person Signing Disclosure

Authorized Representative of

Signature of Person Making Disclosure

Date Signed

APPENDIX L - GOODS AND SERVICES TAX INFORMATION

Supplier:

Name

Address

City

Province

Postal Code

Phone Number

Are you a GST Registrant? Yes _____ No _____

If YES, please indicate your registration number: _____

If NO, please fill in the following (check appropriate box):

Supplier qualifies as a small supplier under s. 148 of the legislation

Other: Specify _____

Signature of Authorized Person

Print Name

Title

Date

APPENDIX M - SPECIFICATIONS

Pages

Division 01 – General Requirements

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| Section 01 29 00 – Measurement and Payment..... | 4 |
| Section 01 31 19 – Project Meetings | 2 |
| Section 01 33 00 – Submittal Procedures..... | 4 |
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| Section 01 45 00 – Quality Control | 2 |
| Section 01 51 00 – Temporary Utilities | 3 |
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Division 31 – Earthwork

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Division 32 – Exterior Improvements

| | |
|---|---|
| Section 32 91 19.13 – Topsoil Placement and Grading | 4 |
| Section 32 92 19.16 – Hydraulic Seeding | 4 |

END OF SECTION

Part 1 General

1.1 WORK COVERED BY CONTRACT DOCUMENTS

- .1 Work of this Contract comprises general construction of the landfill final cover at the Valemount Regional Transfer Station, located at 980 Hwy 5 N, 3 km north of Valemount, British Columbia; and further identified as “the Site.”

1.2 DEFINITIONS

- .1 Owner – The Regional District of Fraser-Fort George.
- .2 Site Operator – Representative of Owner, responsible for operating the Transfer Station located at the Site.
- .3 Engineer – Dillon Consulting Limited.
- .4 Contractor – Successful Proponent to be bound by these Contract Documents.

1.3 CONTRACT METHOD

- .1 Construct Work under unit price contract. Unit prices for individual items will be held for all/any change orders.

1.4 SUBMITTALS

- .1 Submit in accordance with Section 01 33 00 – Submittal Procedures.
- .2 Submit Project construction progress schedule.
- .3 Submit site-specific and Work Plan Health and Safety Plan in accordance with Section 01 35 29.06 – Health and Safety Requirements.

1.5 WORK SEQUENCE

- .1 Construct Work in such a way as to accommodate Owner's continued use of premises during construction.
- .2 Co-ordinate Progress Schedule and co-ordinate with Owner Occupancy during construction.
- .3 Maintain fire access/control.
- .4 Protect workers and public safety.

1.6 CONTRACTOR USE OF PREMISES

- .1 Limit use of premises for access, for storage, and for Work, to allow:
 - .1 Partial Owner occupancy in adjacent transfer station.
 - .2 Public usage in adjacent transfer station.
- .2 Co-ordinate use of premises under direction of Engineer.
- .3 Obtain and pay for use of additional storage or work areas needed for operations under this Contract.

- .4 Refer to Section 01 51 00 – Temporary Utilities, Section 01 52 00 – Construction Facilities and Section 01 56 00 – Temporary Barriers and Enclosures, for temporary facilities, access roads and parking areas, and utilities.
- .5 Remove or alter existing work to prevent injury or damage to portions of existing work which remain.
- .6 Repair or replace portions of existing work which have been altered during construction operations to match existing or adjoining work, as directed by Engineer.
- .7 Ensure that operations conditions of exiting work at completion are still the same, equal to or better than that which existed before new work started.

1.7 OWNER OCCUPANCY

- .1 Owner will occupy adjacent premises on same property during entire construction period for execution of normal operations.
- .2 Co-operate with Owner in scheduling operations to minimize conflict and to facilitate Owner usage.

1.8 EXISTING SERVICES

- .1 Notify, Engineer and utility companies of intended interruption of services and obtain required permission.
- .2 Where Work involves breaking into or connecting to existing services, give Engineer 48 hours notice for necessary interruption of mechanical or electrical service throughout course of work. Minimize duration of interruptions. Carry out work at times as directed by governing authorities with minimum disturbance to pedestrians or vehicular and pedestrian traffic.
- .3 Provide work activity signage, when construction activity interferes with public access routes (Highway 5).
- .4 Provide traffic control, when construction activity interferes with public access routes (Highway 5).
- .5 Provide alternative routes for pedestrian and vehicular traffic.
- .6 Establish location and extent of service lines in area of work before starting Work. Notify Engineer of findings.
- .7 Submit schedule for approval by Engineer for any shut-down or closure of active service or facility including power and communications services. Adhere to approved schedule and provide notice to affected parties.
- .8 Provide temporary services when directed by Engineer to maintain critical building and tenant services.
- .9 Provide adequate bridging over trenches which cross sidewalks or roads to permit normal traffic.
- .10 Where unknown services are encountered, immediately advise Engineer and confirm findings in writing.
- .11 Protect, relocate or maintain existing active services. When inactive services are encountered, cap off in manner approved by authorities having jurisdiction.

- .12 Record locations of maintained, re-routed and abandoned service lines.
- .13 Construct barriers, as required, in accordance with Section 01 56 00 – Temporary Barriers and Enclosures.

1.9 DOCUMENTS REQUIRED

- .1 Maintain at job site, one copy of each document as follows:
 - .1 Contract Drawings.
 - .2 Specifications.
 - .3 Addenda.
 - .4 Reviewed Shop Drawings.
 - .5 List of Outstanding Shop Drawings.
 - .6 Change Orders.
 - .7 Other Modifications to Contract.
 - .8 Field Test Reports.
 - .9 Copy of Approved Work Schedule.
 - .10 Health and Safety Plan and Other Safety Related Documents.
 - .11 Up-to-date Redline Markups of IFC Drawings.
 - .12 Other documents as specified.

Part 2 Products

2.1 NOT USED

Part 3 Execution

3.1 NOT USED

END OF SECTION

Part 1 General

1.1 GENERAL

- .1 Unit Prices and Lump Sum Prices are full compensation for the work necessary to complete each item in the Contract in combination with all other work necessary to the completion of the Work as a whole and not bid as a separate item.
- .2 Include all of the following as required where individual quantities are not provided in the Form of Tender: environmental protection, clearing and grubbing, excavation (except rock), shoring, dewatering, bedding, backfilling, compaction, disposal of surplus common, marker stakes, reinstatement, traffic control, and all incidentals.
- .3 All measurement shall be along a horizontal plane unless otherwise indicated.
- .4 The numbers of the items described below correspond to the numbers of the items in the "Form of Tender."
- .5 Additional instructions for measurement and/or payment for items of the Work may be contained in specific sections of the Technical Specifications Divisions 1 through 31 where appropriate. In the case of a conflict between the instructions for measurement and payment contained in this section and another section, the requirements of this section shall govern.

1.2 UNIT PRICE SCHEDULE ITEMS

- .1 Mobilization and Demobilization

Unit of Measurement: Lump Sum (ls)

Method of Measurement: No measurement will be made of items specified under this item. Include all costs incidental to the lump sum price for this item.

Item Includes: all activities and associated costs for transportation of personnel, equipment, and operating supplies to the site, all premiums paid for performance and labour and material payment bonds including insurance and reinsurance agreements as applicable, establishment of offices, buildings, and other necessary general facilities for the Contractor's operations at the site, including the disassembly, removal, and site clean-up of office, buildings, and other facilities assembled on the site specifically for this contract, meetings, preparation and implementation of Health and Safety Plan, traffic accommodation plan (Hwy 5), site security, preparation of record documents, and all else required to complete the work as specified and/or as shown on the drawings.

- .2 Clearing and Grubbing – Existing Landfill Cover

Unit of Measurement: Square Metre (m²)

Method of Measurement: Measurement of area by topographic survey

Item Includes: All equipment, labour, and materials for the provision of clearing, grubbing, bush and stump removal, transport and on-site stockpile of material in burrow area.

- .3 Clearing and Grubbing – Burrow Area
Unit of Measurement: Square Metre (m²)
Method of Measurement: Measurement of area by topographic survey
Item Includes: All equipment, labour, and materials for the provision of clearing, grubbing, bush and stump removal, transport and stockpile of material in burrow area.
- .4 Native Soil Placement
Unit of Measurement: Cubic Metre (m³)
Method of Measurement: Measurement of volume by topographic survey
Item Includes: All equipment, labour, and materials for the excavation of Native Soils from the burrow area, loading, hauling, unloading, placement, compaction, testing of Native Soils in the Landfill Cover Area. Stockpiling unsuitable soils in burrow area.
- .5 Compost Transportation
Unit of Measurement: Cubic Metre (m³)
Method of Measurement: Measurement of volume by topographic survey
Item Includes: All equipment, labour, and materials for the loading, hauling of OWNER supplied Category A compost.
- .6 Topsoil Placement
Unit of Measurement: Cubic Metre (m³)
Method of Measurement: Measurement of volume by topographic survey
Item Includes: All equipment, labour, and materials for the mixing of compost with Native Soil, soil amendments, and placement over Landfill Cover Area.
- .7 Erosion Control Blanket
Unit of Measurement: Survey Metre (m²)
Method of Measurement: Measurement of area by topographic survey
Item Includes: All equipment, labour, and materials for the supply and installation of biodegradable erosion control blanket over topsoil layer in Landfill Cover Area on slopes greater than ten percent.
- .8 South Perimeter Ditch
Unit of Measurement: Linear Metre (m)
Method of Measurement: Measurement by length by topographic survey

Item Includes: All equipment, labour, and materials for the construction of the south perimeter ditch including stripping, excavation of ditch, loading, hauling, and stockpiling on-site and unwanted/surplus earth materials.

.9 Existing Ditch

Unit of Measurement: Linear Metre (m)

Method of Measurement: Measurement by length by topographic survey

Item Includes: All equipment, labour, and materials for the stripping, excavation, re-establishing of existing northern ditch, reshaping, grading to ensure positive drainage, loading, hauling, stockpiling on-site of debris and unwanted/surplus earth materials.

.10 Hydraulic Seeding - Landfill

Unit of Measurement: Square Metre (m²)

Method of Measurement: Measurement of area by topographic survey

Item Includes: All equipment, labour, and materials for the provision of hydraulic seeding, including mixture, fertilizer, transport, offloading, storage, protection and application of hydraulic seeding.

.11 Disposal on Site

Unit of Measurement: Cubic Metre (m³)

Method of Measurement: Measurement of volume by topographic survey

Item Includes: All equipment, labour, and materials for the stripping, excavation, loading, hauling, and stockpiling on-site of any surplus earth materials including gravels, and other unused materials.

1.3 SCHEDULE OF ADDITIONAL UNIT PRICES

- .1 Native Soil Placement
Unit of Measurement: Cubic Metre (m³)
Method of Measurement: Measurement of volume by topographic survey
Item Includes: All equipment, labour, and materials for the excavation of Native Soils from the burrow area, loading, hauling, unloading, placement, compaction, and testing.
- .2 Hydraulic Seeding – Burrow Area
Unit of Measurement: Square Metre (m²)
Method of Measurement: Measurement of area by topographic survey
Item Includes: All equipment, labour, and materials for the provision of hydraulic seeding, including mixture, fertilizer, transport, offloading, storage, protection and application of hydraulic seeding.

Part 2 Products

2.1 NOT USED

Part 3 Execution

3.1 NOT USED

END OF SECTION

Part 1 General

1.1 ADMINISTRATIVE

- .1 Engineer to schedule and administer project meetings throughout the progress of the work.
- .2 Engineer to prepare agenda for meetings.
- .3 Engineer to distribute written notice of each meeting four (4) days in advance of meeting date to Contractor and Owner.
- .4 Contractor to provide physical space and make arrangements for meetings.
- .5 Engineer to preside at meetings.
- .6 Engineer to record the meeting minutes, including significant proceedings and decisions, and identifying actions by parties.
- .7 Engineer to distribute copies of minutes within seven (7) days after meetings and transmit to meeting participants and affected parties not in attendance.
- .8 Representative of Contractor, Subcontractor and suppliers attending meetings will be qualified and authorized to act on behalf of party each represents.

1.2 PRECONSTRUCTION MEETING

- .1 Within fifteen (15) days after award of Contract, Engineer is to request a meeting of parties in contract to discuss and resolve administrative procedures and responsibilities.
- .2 Engineer, Owner, Contractor, major Subcontractors, field inspectors and supervisors will be in attendance.
- .3 Engineer will establish time and location of meeting and notify parties concerned minimum ten (10) days before meeting.
- .4 Incorporate mutually agreed variations to Contract Documents into Agreement, prior to signing.
- .5 Agenda is expected to include:
 - .1 Appointment of official representative of participants in the Work.
 - .2 Schedule of Work.
 - .3 Schedule of submission of shop drawings, samples, etc. Submit submittals in accordance with Section 01 33 00 – Submittal Procedures.
 - .4 Requirements for temporary facilities, site signage, offices, storage sheds, utilities, fences, entrance/exit in accordance with Section 01 52 00 – Construction Facilities.
 - .5 Delivery schedule of specified equipment.
 - .6 Site security in accordance with Section 01 56 00 – Temporary Barriers and Enclosures.
 - .7 Proposed changes, change orders, procedures, approvals required, mark-up percentages permitted, time extensions, overtime, administrative requirements.

- .8 Owner provided products.
- .9 Record drawings in accordance with Section 01 33 00 – Submittal Procedures.
- .10 Take-over procedures, acceptance, warranties in accordance with Section 01 78 00 – Closeout Submittals.
- .11 Monthly progress claims, administrative procedures, photographs, hold backs.
- .12 Appointment of inspection and testing agencies or firms.
- .13 Insurances, transcript of policies.

1.3 PROGRESS MEETINGS

- .1 During course of Work Engineer to schedule progress meetings weekly.
- .2 Contractor, major Subcontractors involved in Work, Owner, and Engineer are to be in attendance.
- .3 Engineer to notify parties minimum five (5) days prior to meetings.
- .4 Engineer to record minutes of meetings and circulate to attending parties and affected parties not in attendance within five (5) days after meeting.
- .5 Agenda is expected to include the following:
 - .1 Review, approval of minutes of previous meeting.
 - .2 Review of Work progress since previous meeting.
 - .3 Field observations, problems, conflicts.
 - .4 Problems which impede construction schedule.
 - .5 Corrective measures and procedures to regain projected schedule.
 - .6 Revision to construction schedule.
 - .7 Progress schedule, during succeeding work period.
 - .8 Review submittal schedules: expedite as required.
 - .9 Maintenance of quality standards.
 - .10 Review proposed changes for affect on construction schedule and on completion date.
 - .11 Other business.

Part 2 Products

2.1 NOT USED

Part 3 Execution

3.1 NOT USED

END OF SECTION

Part 1 General

1.1 REFERENCE STANDARDS

- .1 Section 01-78-00 – Closeout Submittals.

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 Present shop drawings, product data, samples and mock-ups in SI Metric units.
- .4 Where items or information is not produced in SI Metric units converted values are acceptable.
- .5 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.
- .6 Notify Engineer, in writing at time of submission, identifying deviations from requirements of Contract Documents stating reasons for deviations.
- .7 Verify field measurements and affected adjacent Work are co-ordinated.
- .8 Contractor's responsibility to absolve errors and omissions in submission is not relieved by Engineer's review of submittals.
- .9 Contractor's responsibility to absolve deviations in submission from requirements of Contract Documents is not relieved by Engineer review.
- .10 Keep one reviewed copy of each submission on site.

1.3 SHOP DRAWINGS AND PRODUCT DATA

- .1 Refer to CCDC 4 GC 3.11.
- .2 The term "shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by Contractor to illustrate details of a portion of Work.
- .3 Indicate materials, methods of construction and attachment or anchorage, erection diagrams, connections, explanatory notes and other information necessary for completion of Work. Where articles or equipment attach or connect to other articles or equipment, indicate that such items have been co-ordinated, regardless of Section under which adjacent items will be supplied and installed. Indicate cross references to design drawings and specifications.
- .4 Allow ten (10) days for Engineer's review of each submission.

- .5 Adjustments made on shop drawings by Engineer are not intended to change Contract Price. If adjustments affect value of Work, state such in writing to Engineer prior to proceeding with Work.
- .6 Make changes in shop drawings as Engineer may require, consistent with Contract Documents. When resubmitting, notify Engineer in writing of revisions other than those requested.
- .7 Accompany submissions with transmittal letter containing:
 - .1 Date.
 - .2 Project title and number.
 - .3 Contractor's name and address.
 - .4 Identification and quantity of each shop drawing, product data and sample.
 - .5 Other pertinent data.
- .8 Submissions include:
 - .1 Date and revision dates.
 - .2 Project title and number.
 - .3 Name and address of:
 - .1 Subcontractor.
 - .2 Supplier.
 - .3 Manufacturer.
 - .4 Contractor's stamp, signed by Contractor's authorized representative certifying approval of submissions, verification of field measurements and compliance with Contract Documents.
 - .5 Details of appropriate portions of Work as applicable:
 - .1 Fabrication.
 - .2 Layout, showing dimensions, including identified field dimensions, and clearances.
 - .3 Setting or erection details.
 - .4 Capacities.
 - .5 Performance characteristics.
 - .6 Standards.
 - .7 Operating weight.
 - .8 Wiring diagrams.
 - .9 Single line and schematic diagrams.
 - .10 Relationship to adjacent work.
- .9 After Engineer's review, distribute copies.
- .10 Submit electronic copy of shop drawings for each requirement requested in technical specification Sections and as Engineer may reasonably request.
- .11 Submit electronic copies of product data sheets or brochures for requirements requested in technical specification Sections and as requested by Engineer where shop drawings will not be prepared due to standardized manufacture of product.

- .12 Submit electronic copies of test reports for requirements requested in technical specification Sections and as requested by Engineer.
 - .1 Report signed by authorized official of testing laboratory that material, product or system identical to material, product or system to be provided has been tested in accord with specified requirements.
 - .2 Testing must have been within two (2) years of date of contract award for project.
- .13 Submit electronic copies of certificates for requirements requested in specification Sections and as requested by Engineer.
 - .1 Statements printed on manufacturer's letterhead and signed by responsible officials of manufacturer of product, system or material attesting that product, system or material meets specification requirements.
 - .2 Certificates must be dated after award of project contract complete with project name.
- .14 Submit electronic copies of manufacturers instructions for requirements requested in specification Sections and as requested by Engineer.
 - .1 Pre-printed material describing installation of product, system or material, including special notices and Safety Data Sheets concerning impedances, hazards and safety precautions.
- .15 Submit electronic copies of Manufacturer's Field Reports for requirements requested in specification Sections and as requested by Engineer.
- .16 Documentation of the testing and verification actions taken by manufacturer's representative to confirm compliance with manufacturer's standards or instructions.
- .17 Delete information not applicable to project.
- .18 Supplement standard information to provide details applicable to project.
- .19 If upon review by Engineer, no errors or omissions are discovered or if only minor corrections are made, copies will be returned and fabrication and installation of Work may proceed. If shop drawings are rejected, noted copy will be returned and resubmission of corrected shop drawings, through same procedure indicated above, must be performed before fabrication and installation of Work may proceed.

1.4 SAMPLES

- .1 Submit for review samples as requested in respective specification Sections. Label samples with origin and intended use.
- .2 Deliver samples prepaid to designated testing agency.
- .3 Notify Engineer in writing, at time of submission of deviations in samples from requirements of Contract Documents.
- .4 Adjustments made on samples by Engineer are not intended to change Contract Price. If adjustments affect value of Work, state such in writing to Engineer prior to proceeding with Work.
- .5 Make changes in samples which Engineer may require, consistent with Contract Documents.

- .6 Reviewed and accepted samples will become standard of workmanship and material against which installed Work will be verified.

1.5 PHOTOGRAPHIC DOCUMENTATION

- .1 Submit electronic copy of colour digital photography in jpg format, standard resolution monthly with progress statement and/or as directed by Engineer.
- .2 Project identification: name and number of project and date of exposure indicated.
- .3 Number of viewpoints: Four (4) locations.
 - .1 Viewpoints and their location as determined by Engineer.
- .4 Frequency of photographic documentation: weekly or as directed by Engineer.
 - .1 Upon completion of: Work, excavation, backfilling, or project component before concealment, as required or as directed by Engineer.

1.6 CERTIFICATES AND TRANSCRIPTS

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

Part 2 Products

2.1 NOT USED

Part 3 Execution

3.1 NOT USED

END OF SECTION

Part 1 General

1.1 REFERENCE STANDARDS

- .1 Canada Labour Code, Part 2, Canada Occupational Safety and Health Regulations.
- .2 Province of British Columbia
 - .1 Workers Compensation Act, RSBC 2019 – WorkSafeBC.
 - .2 Occupational Health and Safety Regulations BC. Reg. 296/97

1.2 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Submit in accordance with Section 01 33 00 – Submittal Procedures.
- .2 Submit site-specific Health and Safety Plan: OHSP to be submitted with the tender documents. Health and Safety Plan must include:
 - .1 Results of site-specific safety hazard assessment.
 - .2 Results of safety and health risk or hazard analysis for site tasks and operation found in work plan.
- .3 Submit electronic copies of Contractor's authorized representative's work site health and safety inspection reports to Engineer monthly or when requested.
- .4 Submit copies of reports or directions issued by Federal, Provincial and Territorial health and safety inspectors.
- .5 Submit electronic copies of near miss, incident and accident reports.
- .6 Engineer, and Owner will review Contractor's site-specific Health and Safety Plan and provide comments to Contractor within seven (7) days after receipt of plan. Revise plan as appropriate and resubmit plan to Engineer within seven (7) days after receipt of comments from Engineer.
- .7 Engineer's review of Contractor's final Health and Safety plan should not be construed as approval and does not reduce the Contractor's overall responsibility for construction Health and Safety.
- .8 Medical Surveillance: where prescribed by legislation, regulation or safety program, submit certification of medical surveillance for site personnel prior to commencement of Work, and submit additional certifications for any new site personnel to Engineer.
- .9 On-site Contingency and Emergency Response Plan: address standard operating procedures to be implemented during emergency situations.

1.3 FILING OF NOTICE

- .1 File Notice of Project with British Columbia authorities prior to beginning of Work.
- .2 Contractor shall be responsible and assume the Prime Contractor role for each work zone location and not the entire complex. Contractor shall provide a written acknowledgement of this responsibility with three (3) weeks of contract award.
- .3 Work zone locations include:

- .1 Landfill.
 - .2 Borrow Area.
 - .3 Contractor Marshalling Area including room for stockpile.
 - .4 Designated On-site Hauling and Transport Route.
- .4 Contractor shall agree to install proper site separation and identification in order to maintain the area at all times throughout life of project.

1.4 SAFETY ASSESSMENT

- .1 Perform site specific safety hazard assessment related to project.

1.5 MEETINGS

- .1 Schedule and administer Health and Safety meeting with Engineer, and Owner prior to commencement of Work.

1.6 PROJECT/SITE CONDITIONS

- .1 Work at site will potentially involve contact with:
 - .1 Landfill gas. No smoking or open flames are permitted in the work area over the duration of the project.
 - .2 Located in a Wildlife interface – regional (site is not completely fenced).
 - .3 Leachate. Small springs of discoloured, malodorous leachate are frequently found along the lower edges of landfills. Avoid contact if possible.
 - .4 Potential trip hazards on uneven ground during soil stripping.

1.7 GENERAL REQUIREMENTS

- .1 Develop written site-specific Health and Safety Plan based on hazard assessment prior to beginning site Work and continue to implement, maintain, and enforce plan until final demobilization from site. Health and Safety Plan must address project specifications.
- .2 Engineer and/or Owner may respond in writing, where deficiencies or concerns are noted and may request re-submission with correction of deficiencies or concerns.

1.8 RESPONSIBILITY

- .1 Be responsible for health and safety of persons on site, safety of property on site and for protection of persons adjacent to site and environment to extent that they may be affected by conduct of Work.
- .2 Contractor will be responsible and assume the role of Prime Contractor as described in the Workers Compensation Act.
- .3 Comply with and enforce compliance by employees with safety requirements of Contract Documents, applicable federal, provincial, territorial and local statutes, regulations, and ordinances, and with site-specific Health and Safety Plan.

1.9 COMPLIANCE REQUIREMENTS

- .1 Comply with Workers Compensation Act, RSBC 2019.

- .2 Comply with Occupational Health and Safety Regulations BC. Reg. 296/97 (Last amended March 31, 2025, by B.C. Reg. 223/2022).
- .3 Comply with Canada Labour Code, Canada Occupational Safety and Health Regulations.

1.10 UNFORSEEN HAZARDS

- .1 When unforeseen or peculiar safety-related factor, hazard, or condition occur during performance of Work, follow procedures in place for Employee's Right to Refuse Work in accordance with Acts and Regulations of British Columbia and advise Owner and Engineer verbally and in writing.

1.11 HEALTH AND SAFETY CO-ORDINATOR

- .1 Employ and assign to Work, competent and authorized representative as Health and Safety Co-ordinator. Health and Safety Co-ordinator must:
 - .1 Have site-related working experience specific to activities associated with landfills, municipal solid waste, leachate, and landfill gas.
 - .2 Have working knowledge of occupational safety and health regulations.
 - .3 Be responsible for completing Contractor's Health and Safety Training Sessions and ensuring that personnel not successfully completing required training are not permitted to enter site to perform Work.
 - .4 Be responsible for implementing, enforcing daily and monitoring site-specific Contractor's Health and Safety Plan.
 - .5 Be on site during execution of Work

1.12 POSTING OF DOCUMENTS

- .1 Ensure applicable items, articles, notices and orders are posted in conspicuous location on site in accordance with Acts and Regulations of British Columbia, and in consultation with Owner and Engineer.

1.13 CORRECTION OF NON-COMPLIANCE

- .1 Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Owner or Engineer.
- .2 Provide Owner and Engineer with written report of action taken to correct non-compliance of health and safety issues identified.
- .3 Owner or Engineer may stop Work if non-compliance of health and safety regulations is not corrected.

1.14 BLASTING

- .1 Blasting or other use of explosives is not permitted.

1.15 WORK STOPPAGE

- .1 Give precedence to safety and health of public and site personnel and protection of environment over cost and schedule considerations for Work.

Part 2 Products

2.1 NOT USED

Part 3 Execution

3.1 NOT USED

END OF SECTION

Part 1 General

1.1 INSPECTION

- .1 Refer to CCDC 4, GC 2.3.
- .2 Allow Engineer access to Work. If part of Work is in preparation at locations other than Place of Work, allow access to such Work whenever it is in progress.
- .3 Give timely notice requesting inspection if Work is designated for special tests, inspections or approvals by Engineer instructions, or law of Place of Work.
- .4 If Contractor covers or permits to be covered Work that has been designated for special tests, inspections or approvals before such is made, uncover such Work, have inspections or tests satisfactorily completed and make good such Work at no additional cost to the Owner or Engineer.
- .5 Engineer, in consultation with Owner, will order part of Work to be examined if Work is suspected to be not in accordance with Contract Documents. If, upon examination such work is found not in accordance with Contract Documents, correct such Work and pay cost of examination and correction. If such Work is found in accordance with Contract Documents, Owner will pay cost of examination and replacement.

1.2 INDEPENDENT INSPECTION AGENCIES

- .1 Independent Inspection/Testing Agencies will be engaged by Contractor for purpose of inspecting and/or testing portions of Work. Cost of such services will be borne by the Contractor and reimbursed by the Owner.
- .2 Provide equipment required for executing inspection and testing by appointed agencies.
- .3 Employment of inspection/testing agencies does not relax responsibility to perform Work in accordance with Contract Documents.
- .4 If defects are revealed during inspection and/or testing, appointed agency will request additional inspection and/or testing to ascertain full degree of defect. Correct defect and irregularities as advised by Engineer at no cost to Owner or Engineer. Pay costs for retesting and reinspection.

1.3 ACCESS TO WORK

- .1 Allow inspection/testing agencies access to Work, off site manufacturing and fabrication plants.
- .2 Co-operate to provide reasonable facilities for such access.

1.4 PROCEDURES

- .1 Notify appropriate agency and Engineer in advance of requirement for tests, in order that attendance arrangements can be made.
- .2 Submit samples and/or materials required for testing, as specifically requested in specifications. Submit with reasonable promptness and in orderly sequence to not cause delays in Work.

- .3 Provide labour and facilities to obtain and handle samples and materials on site. Provide sufficient space to store and cure test samples.

1.5 REJECTED WORK

- .1 Refer to CCDC 4, GC 2.4.
- .2 Remove defective Work, whether result of poor workmanship, use of defective products or damage and whether incorporated in Work or not, which has been rejected by Engineer as failing to conform to Contract Documents. Replace or re-execute in accordance with Contract Documents.
- .3 If in opinion of Engineer it is not expedient to correct defective Work or Work not performed in accordance with Contract Documents, Owner will deduct from Contract Price difference in value between Work performed and that called for by Contract Documents, amount of which will be determined by Engineer.

1.6 REPORTS

- .1 Submit digital copies of inspection and test reports to Engineer.

1.7 TESTS AND MIX DESIGNS

- .1 Furnish test results and mix designs as requested.
- .2 Cost of tests beyond those called for in Contract Documents or beyond those required by law of Place of Work will be appraised by Engineer and may be authorized as recoverable.

Part 2 Products

2.1 NOT USED

Part 3 Execution

3.1 NOT USED

END OF SECTION

Part 1 General

1.1 REFERENCE STANDARDS

- .1 United States Environmental Protection Agency (EPA)/Office of Water
 - .1 EPA 832R92005, Storm Water Management for Construction Activities: Developing Pollution Prevention Plans and Best Management Practices.

1.2 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Provide submittals in accordance with Section 01 33 00 – Submittal Procedures.

1.3 INSTALLATION AND REMOVAL

- .1 Provide temporary utilities controls in order to execute work expeditiously.
- .2 Remove from site all such work after use.

1.4 DEWATERING

- .1 Provide temporary drainage and pumping facilities to keep excavations and site free from standing water.

1.5 WATER SUPPLY

- .1 No water supply on site. Contractor to provide their own water supply as needed.

1.6 TEMPORARY HEATING AND VENTILATION

- .1 Provide temporary heating required during construction period, including attendance, maintenance and fuel.
- .2 Provide temporary heat and ventilation in enclosed areas as required to:
 - .1 Facilitate progress of Work.
 - .2 Protect Work and products against dampness and cold.
 - .3 Prevent moisture condensation on surfaces.
 - .4 Provide ambient temperatures and humidity levels for storage, installation and curing of materials.
 - .5 Provide adequate ventilation to meet health regulations for safe working environment.
- .3 Maintain temperatures of minimum 10 degrees Celsius in areas where construction is in progress.
- .4 Ventilating:
 - .1 Prevent accumulations of dust, fumes, mists, vapours or gases in areas occupied during construction.
 - .2 Provide local exhaust ventilation to prevent harmful accumulation of hazardous substances into atmosphere of occupied areas.

- .3 Dispose of exhaust materials in manner that will not result in harmful exposure to persons.
- .4 Ventilate storage spaces containing hazardous or volatile materials.
- .5 Ventilate temporary sanitary facilities.
- .6 Continue operation of ventilation and exhaust system for time after cessation of work process to assure removal of harmful contaminants.
- .5 Maintain strict supervision of operation of temporary heating and ventilating equipment to:
 - .1 Conform with applicable codes and standards.
 - .2 Enforce safe practices.
 - .3 Prevent abuse of services.
 - .4 Prevent damage to finishes.
- .6 Be responsible for damage to Work due to failure in providing adequate heat and protection during construction.

1.7 TEMPORARY POWER

- .1 Provide and pay for temporary power during construction.
- .2 Arrange for connection with appropriate utility company. Pay costs for installation, maintenance and removal.

1.8 TEMPORARY COMMUNICATION FACILITIES

- .1 Provide and pay for temporary telephone and data hook up, lines, and equipment necessary for own use and use of the Engineer.

1.9 FIRE PROTECTION

- .1 Provide and maintain temporary fire protection equipment during performance of Work required by insurance companies having jurisdiction, governing codes, regulations and bylaws.
- .2 Burning rubbish and construction waste materials is not permitted on Site.

Part 2 Products

2.1 NOT USED

Part 3 Execution

3.1 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- .1 Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to sediment and erosion control plan, specific to site, that complies with EPA 832/R-92-005 or requirements of authorities having jurisdiction, whichever is more stringent.

- .2 Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.
- .3 Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

END OF SECTION

Part 1 General

1.1 REFERENCE STANDARDS

- .1 CAN/CSA-S269.2-M1987 (R2003), Access Scaffolding for Construction Purposes.
- .2 CAN/CSA-Z321-96 (R2001), Signs and Symbols for the Occupational Environment.

1.2 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Provide submittals in accordance with Section 01 33 00 – Submittal Procedures.

1.3 INSTALLATION AND REMOVAL

- .1 Prepare site plan indicating proposed location and dimensions of area to be fenced and used by Contractor, number of trailers to be used, avenues of ingress/egress to fenced area and details of fence installation.
- .2 Identify areas which have to be gravelled to prevent tracking of mud.
- .3 Indicate use of supplemental or other staging area.
- .4 Provide construction facilities in order to execute work expeditiously.
- .5 Remove from site all such work after use.

1.4 SITE STORAGE/LOADING

- .1 Confine work and operations of employees by Contract Documents. Do not unreasonably encumber premises with products.
- .2 Do not load or permit to load any part of Work with weight or force that will endanger Work.

1.5 CONSTRUCTION PARKING

- .1 Parking will be permitted on site provided it does not disrupt performance of Work or Owner's operations.
- .2 Provide and maintain adequate access to project site.

1.6 OFFICES

- .1 Provide office heated to 22 degrees C, lighted to 750 lx and ventilated, of sufficient size to accommodate site meetings and furnished with drawing laydown table. Provide suitable work area for Engineer within office.
- .2 Provide marked and fully stocked first-aid case in a readily available location.
- .3 Subcontractors to provide their own offices as necessary. Direct location of these offices.

1.7 EQUIPMENT, TOOL AND MATERIALS STORAGE

- .1 Provide and maintain, in clean and orderly condition, lockable weatherproof sheds for storage of tools, equipment and materials.

- .2 Locate materials not required to be stored in weatherproof sheds on site in manner to cause least interference with work activities.

1.8 SANITARY FACILITIES

- .1 Provide sanitary facilities for work force in accordance with governing regulations and ordinances.
- .2 Post notices and take precautions as required by local health authorities. Keep area and premises in sanitary condition.

1.9 CONSTRUCTION SIGNAGE

- .1 Provide and erect project sign, within three weeks of signing Contract, in a location designated by the Engineer.
- .2 Indicate on sign, name of Owner, Engineer, and Contractor as established by the Engineer.
- .3 No other signs or advertisements, other than warning signs, are permitted on site.
- .4 Signs and notices for safety and instruction in all official languages Graphic symbols to CAN/CSA-Z321.
- .5 Maintain approved signs and notices in good condition for duration of project, and dispose of off-site on completion of project or earlier if directed by the Engineer.

1.10 PROTECTION AND MAINTENANCE OF TRAFFIC

- .1 Provide access and temporary relocated roads as necessary to maintain traffic.
- .2 Maintain and protect traffic on affected roads during construction period except as otherwise specifically directed by the Engineer.
- .3 Provide measures for protection and diversion of traffic, including provision of watch-persons and flag-persons, erection of barricades, placing of lights around and in front of equipment and work, and erection and maintenance of adequate warning, danger, and direction signs.
- .4 Protect travelling public from damage to person and property.
- .5 Contractor's traffic on roads selected for hauling material to and from site to interfere as little as possible with public traffic.
- .6 Verify adequacy of existing roads and allowable load limit on these roads. Contractor: responsible for repair of damage to roads caused by construction operations.
- .7 Construct access and haul roads necessary.
- .8 Haul roads: constructed with suitable grades and widths; sharp curves, blind corners, and dangerous cross traffic shall be avoided.
- .9 Provide necessary lighting, signs, barricades, and distinctive markings for safe movement of traffic.
- .10 Dust control: adequate to ensure safe operation at all times.
- .11 Location, grade, width, and alignment of construction and hauling roads: subject to approval by the Engineer.

- .12 Lighting: to assure full and clear visibility for full width of haul road and work areas during night work operations.
- .13 Provide snow removal during period of Work.
- .14 Remove, upon completion of work, haul roads designated by the Engineer.

1.11 CLEAN-UP

- .1 Remove construction debris, waste materials, packaging material from work site daily.
- .2 Clean dirt or mud tracked onto paved or surfaced roadways.
- .3 Store materials resulting from demolition activities that are salvageable.
- .4 Stack stored new or salvaged material not in construction facilities.

Part 2 Products

2.1 NOT USED

- .1 Not used.

Part 3 Execution

3.1 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- .1 Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to sediment and erosion control plan, sedimentation and control drawings, specific to site, or requirements of authorities having jurisdiction, whichever is more stringent.
- .2 Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.
- .3 Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

END OF SECTION

Part 1 General

1.1 INSTALLATION AND REMOVAL

- .1 Provide temporary controls in order to execute Work expeditiously.
- .2 Remove from site all such work after use.

1.2 HOARDING

- .1 Erect temporary site enclosure using new 1.2 metre high snow fence wired to rolled steel "T" bar fence posts spaced at 2.4 metres on centre. Provide one lockable truck gate. Maintain fence in good repair.

1.3 GUARD RAILS AND BARRICADES

- .1 Provide secure, rigid guard rails and barricades around deep excavations, open shafts, open stairwells, open edges of floors and roofs, and platforms.
- .2 Provide as indicated and as required by governing authorities.

1.4 DUST TIGHT SCREENS

- .1 Provide dust tight screens or partitions to localize dust generating activities, and for protection of workers, finished areas of Work and public.
- .2 Maintain and relocate protection until such work is complete.

1.5 ACCESS TO SITE

- .1 Provide and maintain access roads, sidewalk crossings, ramps and construction runways as may be required for access to Work.

1.6 PUBLIC TRAFFIC FLOW

- .1 Provide and maintain competent signal flag operators, traffic signals, barricades and flares, lights, or lanterns as required to perform Work and protect public.

1.7 FIRE ROUTES

- .1 Maintain access to property including overhead clearances for use by emergency response vehicles.

1.8 PROTECTION FOR OFF-SITE AND PUBLIC PROPERTY

- .1 Protect surrounding private and public property from damage during performance of Work.
- .2 Be responsible for damage incurred.

Part 2 Products

2.1 NOT USED

- .1 Not used.

Part 3 Execution

3.1 NOT USED

.1 Not used.

END OF SECTION

Part 1 General

1.1 REFERENCE STANDARDS

- .1 Canadian Construction Documents Committee (CCDC).
 - .1 CCDC 4-2011, Unit Price Contract.
- .2 Within text of each specifications section, reference may be made to reference standards. Conform to these reference standards, in whole or in part as specifically requested in specifications.
- .3 If there is question as to whether products or systems are in conformance with applicable standards, Engineer reserves right to have such products or systems tested to prove or disprove conformance.
- .4 Cost for such testing will be born by Owner in event of conformance with Contract Documents or by Contractor in event of non-conformance.

1.2 QUALITY

- .1 Refer to CCDC 4.
- .2 Products, materials, equipment and articles incorporated in Work shall be new, not damaged or defective, and of best quality for purpose intended. If requested, furnish evidence as to type, source and quality of products provided.
- .3 Procurement policy is to acquire, in cost effective manner, items containing highest percentage of recycled and recovered materials practicable consistent with maintaining satisfactory levels of competition. Make reasonable efforts to use recycled and recovered materials and in otherwise utilizing recycled and recovered materials in execution of work.
- .4 Defective products, whenever identified prior to completion of Work, will be rejected, regardless of previous inspections. Inspection does not relieve responsibility but is precaution against oversight or error. Remove and replace defective products at own expense and be responsible for delays and expenses caused by rejection.
- .5 Should disputes arise as to quality or fitness of products, decision rests strictly with Engineer based upon requirements of Contract Documents.
- .6 Unless otherwise indicated in specifications, maintain uniformity of manufacture for any particular or like item throughout building.
- .7 Permanent labels, trademarks and nameplates on products are not acceptable in prominent locations, except where required for operating instructions, or when located in mechanical or electrical rooms.

1.3 AVAILABILITY

- .1 Immediately upon signing Contract, review product delivery requirements and anticipate foreseeable supply delays for items. If delays in supply of products are foreseeable, notify Engineer of such, in order that substitutions or other remedial action may be authorized in ample time to prevent delay in performance of Work.

- .2 In event of failure to notify Engineer at commencement of Work and should it subsequently appear that Work may be delayed for such reason, Engineer reserves right to substitute more readily available products of similar character, at no increase in Contract Price or Contract Time.

1.4 STORAGE, HANDLING AND PROTECTION

- .1 Handle and store products in manner to prevent damage, adulteration, deterioration and soiling and in accordance with manufacturer's instructions when applicable.
- .2 Store packaged or bundled products in original and undamaged condition with manufacturer's seal and labels intact. Do not remove from packaging or bundling until required in Work.
- .3 Store products subject to damage from weather in weatherproof enclosures.
- .4 Remove and replace damaged products at own expense and to satisfaction of Engineer.

1.5 TRANSPORTATION

- .1 Pay costs of transportation of products required in performance of Work.

1.6 MANUFACTURER'S INSTRUCTIONS

- .1 Unless otherwise indicated in specifications, install or erect products in accordance with manufacturer's instructions. Do not rely on labels or enclosures provided with products. Obtain written instructions directly from manufacturers.
- .2 Notify Engineer in writing, of conflicts between specifications and manufacturer's instructions, so that Engineer may establish course of action.
- .3 Improper installation or erection of products, due to failure in complying with these requirements authorizes Engineer to require removal and re-installation at no increase in Contract Price or Contract Time.

1.7 QUALITY OF WORK

- .1 Ensure Quality of Work is of highest standard, executed by workers experienced and skilled in respective duties for which they are employed. Immediately notify Engineer if required Work is such as to make it impractical to produce required results.
- .2 Do not employ anyone unskilled in their required duties. Engineer, or Owner reserves right to require dismissal from site, workers deemed incompetent or careless.
- .3 Decisions as to standard or fitness of Quality of Work in cases of dispute rest solely with Engineer and Owner, whose decision is final.

1.8 CO-ORDINATION

- .1 Ensure co-operation of workers in laying out Work. Maintain efficient and continuous supervision.
- .2 Be responsible for coordination and placement of openings, sleeves and accessories.

1.9 REMEDIAL WORK

- .1 Refer to CCDC 4.

- .2 Perform remedial work required to repair or replace parts or portions of Work identified as defective or unacceptable. Co-ordinate adjacent affected Work as required.
- .3 Perform remedial work by specialists familiar with materials affected. Perform in a manner to neither damage nor put at risk any portion of Work.

1.10 EXISTING UTILITIES

- .1 When breaking into or connecting to existing services or utilities, execute Work at times directed by local governing authorities, with minimum of disturbance to Work and pedestrian and vehicular traffic.
- .2 Protect, relocate or maintain existing active services. When services are encountered, protect the integrity of the existing active service and notify Engineer if connection to existing service is expected to be problematic.

Part 2 Products

2.1 NOT USED

Part 3 Execution

3.1 NOT USED

END OF SECTION

Part 1 General

1.1 REFERENCE STANDARDS

- .1 Canadian Construction Documents Committee (CCDC)
 - .1 CCDC 4-2011, Unit Price Contract.
- .2 Owner's identification of existing survey control points and property limits.

1.2 QUALIFICATIONS OF SURVEYOR

- .1 Qualified registered land surveyor, licensed to practise in British Columbia, acceptable to Engineer.

1.3 SURVEY REFERENCE POINTS

- .1 Locate, confirm and protect control points prior to starting site work. Preserve permanent reference points during construction.
- .2 Make no changes or relocations without prior written notice and approval from Engineer.
- .3 Report to Engineer if reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.
- .4 Require surveyor to replace control points in accordance with original survey control.

1.4 SURVEY REQUIREMENTS

- .1 Establish two (2) benchmarks on site for use by own forces throughout duration of project, referenced to established benchmarks by survey control points. Record locations, with horizontal and vertical data in Project Record Documents.
- .2 Establish lines and levels, locate and lay out, by instrumentation.
- .3 Stake for grading, fill, and topsoil placement.
- .4 Stake slopes and berms.

1.5 EXISTING SERVICES

- .1 Before commencing work, establish location and extent of service lines in area of Work and notify Engineer of findings.
- .2 If existing services are discovered in the area of Work, report findings immediately to Engineer and await instructions. Do not continue in the presence of existing services.

1.6 RECORDS

- .1 Maintain a complete, accurate log of control and survey work as it progresses.
- .2 On completion of major site improvements, prepare a certified survey showing dimensions, locations, angles and elevations of Work.
- .3 On completion of Work which requires submittal of volumetric survey for purposes of verifying installed quantities by Contractor, as described in each relevant section of the

technical specifications, complete topographic survey to construction limits, and provide information to Engineer for review.

- .4 Record locations of maintained, re-routed and abandoned service lines.

1.7 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Submit name and address of Surveyor to Engineer.
- .2 On request of Engineer, submit documentation to verify accuracy of field engineering work.

1.8 SUBSURFACE CONDITIONS

- .1 Promptly notify Engineer in writing if subsurface conditions at Place of Work differ materially from those indicated in Contract Documents, or a reasonable assumption of probable conditions based thereon.
- .2 After prompt investigation, should Engineer determine that conditions do differ materially, instructions will be issued for changes in Work as provided in Changes and Change Orders.

Part 2 Products

2.1 NOT USED

Part 3 Execution

3.1 NOT USED

END OF SECTION

Part 1 General

1.1 REFERENCE STANDARDS

- .1 Canadian Construction Documents Committee (CCDC)
 - .1 CCDC 4-2011, Unit Price Contract.

1.2 PROJECT CLEANLINESS

- .1 Maintain Work in tidy condition, free from accumulation of waste products and debris, other than that caused by Owner or other Contractors.
- .2 Remove waste materials from site at daily regularly scheduled times or dispose of as-indicated or as directed by Engineer. Do not burn waste materials on site.
- .3 Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.
- .4 Provide on-site waste containers for collection of waste materials and debris. Disposal of construction materials by Contractor will not be permitted at the transfer station.
- .5 Dispose of waste materials and debris at designated disposal areas.
- .6 Store volatile waste in covered metal containers and remove from premises at end of each working day.
- .7 Provide adequate ventilation during use of volatile or noxious substances.
- .8 Use only cleaning materials recommended by manufacturer of surface to be cleaned, and as recommended by cleaning material manufacturer.

1.3 FINAL CLEANING

- .1 Refer to CCDC 4, GC 3.14.
- .2 When Work is Substantially Performed remove surplus products, tools, construction machinery and equipment not required for performance of remaining Work.
- .3 Remove waste products and debris other than that caused by others and leave Work clean and suitable for occupancy.
- .4 Prior to final review remove surplus products, tools, construction machinery and equipment.
- .5 Remove waste products and debris other than that caused by Owner or other Contractors.
- .6 Remove waste materials from site at regularly scheduled times or dispose of as-indicated or as-directed by Engineer. Do not burn waste materials on site.
- .7 Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.
- .8 Broom clean and wash exterior walks, steps and surfaces; rake clean other surfaces of grounds.
- .9 Remove dirt and other disfiguration from exterior surfaces.

- .10 Clean and sweep roofs, gutters, areaways, and sunken wells.
- .11 Clean roofs, downspouts, and drainage systems.

Part 2 Products

2.1 NOT USED

Part 3 Execution

3.1 NOT USED

END OF SECTION

Part 1 General

1.1 RELATED REQUIREMENTS

- .1 Section 01-78-00 – Closeout Submittals.

1.2 REFERENCE STANDARDS

- .1 Canadian Construction Documents Committee (CCDC)
 - .1 CCDC 4-2011, Unit Price Contract.

1.3 ADMINISTRATIVE REQUIREMENTS

- .1 Acceptance of Work Procedures:
 - .1 Contractor's Inspection: Contractor: 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 inspection and submit verification that self-identified corrections have been made.
 - .2 Request Engineer inspection.
 - .2 Engineer Inspection:
 - .1 Engineer, Owner and Contractor to inspect Work and identify outstanding defects and deficiencies.
 - .2 Contractor to correct Work as directed.
 - .3 Completion Tasks: submit written certificates in English that tasks have been performed as follows:
 - .1 Work: completed and inspected for compliance with Contract Documents.
 - .2 Defects: corrected and deficiencies completed.
 - .3 Work: complete and ready for final inspection.
 - .4 Final Inspection:
 - .1 When completion tasks are done, request final inspection of Work by Engineer.
 - .2 When Work incomplete according to Engineer, Contractor to complete outstanding items and request re-inspection.
 - .5 Declaration of Substantial Performance: when Engineer considers deficiencies and defects corrected and requirements of Contract substantially performed, make application for Certificate of Substantial Performance.
 - .6 Commencement of Lien and Warranty Periods: date of Owner's acceptance of submitted declaration of Substantial Performance to 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:
 - .1 When Engineer considers final deficiencies and defects corrected and requirements of Contract met, make application for final payment.

- .2 Refer to CCDC 4: when Work deemed incomplete by Engineer, complete outstanding items and request re-inspection.
- .8 Payment of Holdback: after issuance of Certificate of Substantial Performance of Work, submit application for payment of holdback amount in accordance with contractual agreement.

1.4 FINAL CLEANING

- .1 Clean in accordance with Section 01 74 00 – Cleaning.
 - .1 Remove surplus materials, excess materials, rubbish, tools and equipment.
 - .2 Waste Management: separate waste materials for reuse and recycling.

Part 2 Products

2.1 NOT USED

Part 3 Execution

3.1 NOT USED

END OF SECTION

Part 1 General

1.1 RELATED REQUIREMENTS

- .1 Section 01 33 00 – Submittal Procedures.
- .2 Section 01 77 00 – Closeout Procedures

1.2 ADMINISTRATIVE REQUIREMENTS

- .1 Pre-warranty Meeting:
 - .1 Convene meeting one week prior to contract completion with Engineer in accordance with Section 01 31 19 – Project Meetings to:
 - .1 Verify Project requirements.
 - .2 Review warranty requirements.
 - .2 Engineer to establish communication procedures for:
 - .1 Notifying construction warranty defects.
 - .2 Determine priorities for type of defects.
 - .3 Determine reasonable response time.
 - .3 Contact information for bonded and licensed company for warranty work action: provide name, telephone number and address of company authorized for construction warranty work action.
 - .4 Ensure contact is located within local service area of warranted construction, is continuously available, and is responsive to inquiries for warranty work action.

1.3 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Provide submittals in accordance with Section 01 33 00 - Submittal Procedures.
- .2 Provide evidence, if requested, for type, source and quality of products supplied.
- .3 Provide digital copy of Record Drawings showing true locations of all infrastructure, berms, earthwork, and other Site features.

1.4 CONTENTS - PROJECT RECORD DOCUMENTS

- .1 Table of Contents for Each Volume: provide title of project:
 - .1 Date of submission; names.
 - .2 Addresses, and telephone numbers of Engineer and Contractor with name of responsible parties.
 - .3 Schedule of products and systems, indexed to content of volume.
- .2 For each product or system:
 - .1 List names, addresses and telephone numbers of subcontractors and suppliers, including local source of supplies and replacement parts.
- .3 Product Data: mark each sheet to identify specific products and component parts, and data applicable to installation; delete inapplicable information.

- .4 Drawings: supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams.
- .5 Typewritten Text: as required to supplement product data.
 - .1 Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions specified in Section 01 45 00 – Quality Control.

1.5 AS -BUILT DOCUMENTS AND SAMPLES

- .1 Maintain, at site for Engineer one record copy of:
 - .1 Contract Drawings.
 - .2 Specifications.
 - .3 Addenda.
 - .4 Change Orders and other modifications to Contract.
 - .5 Reviewed shop drawings, product data, and samples.
 - .6 Field test records.
 - .7 Inspection certificates.
 - .8 Manufacturer's certificates.
- .2 Store record documents and samples in field office apart from documents used for construction.
 - .1 Provide files, racks, and secure storage.
- .3 Label record documents and file in accordance with Section number listings in List of Contents of this Project Manual.
 - .1 Label each document "PROJECT RECORD" in neat, large, printed letters.
- .4 Maintain record documents in clean, dry and legible condition.
 - .1 Do not use record documents for construction purposes.
- .5 Keep record documents and samples available for inspection by Engineer.

1.6 RECORDING INFORMATION ON PROJECT RECORD DOCUMENTS

- .1 Record information on set of black line opaque drawings.
- .2 Use felt tip marking pens, maintaining separate colours for each major system, for recording information.
- .3 Record information concurrently with construction progress.
 - .1 Do not conceal Work until required information is recorded.
- .4 Contract Drawings and shop drawings: mark each item to record actual construction, including:
 - .1 Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - .2 Measured locations of internal utilities and appurtenances, referenced to visible and accessible features of construction.
 - .3 Field changes of dimension and detail.

- .4 Changes made by change orders.
- .5 Details not on original Contract Drawings.
- .6 Referenced Standards to related shop drawings and modifications.
- .5 Specifications: mark each item to record actual construction, including:
 - .1 Manufacturer, trade name, and catalogue number of each product actually installed particularly optional items and substitute items.
 - .2 Changes made by Addenda and change orders.
- .6 Other Documents: maintain field test records and inspection certifications required by individual specifications sections.
- .7 Provide digital photos as-required for site records.

1.7 FINAL SURVEY

- .1 Submit final site survey certificate in accordance with Section 01 71 00 – Examination and Preparation, certifying that elevations and locations of completed Work are in conformance, or non-conformance with Contract Documents.

1.8 MATERIALS AND FINISHES

- .1 Requirements: as specified in individual specifications sections.

Part 2 Products

2.1 NOT USED

Part 3 Execution

3.1 NOT USED

END OF SECTION

Part 1 General

1.1 RELATED REQUIREMENTS

- .1 Section 31 11 00 – Clearing and Grubbing
- .2 Section 31 22 13 – Rough Grading
- .3 Section 32 91 19.13 – Topsoil Placement and Grading
- .4 Section 32 92 19.16 – Hydraulic Seeding

1.2 REFERENCE STANDARDS

- .1 ASTM International
 - .1 ASTM D698-07e1, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³) (600 kN-m/m³).

1.3 BOREHOLE LOGS

- .1 Examine memorandum re: supervision of well installation Valemount Regional Landfill completed by SNC-Lavalin January 13, 2022, detailing locations and subsurface condition of existing ground water monitoring wells on site, which is available within the Contract Documents. Intended to be used as a rough guide for the burrow areas.

1.4 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Submit in accordance with Section 01 33 00 – Submittal Procedures.

Part 2 Products

2.1 MATERIALS

- .1 Native Soil: Native soil from the burrow area is expected to be a silty sand with little to some gravel. Small layers of clay/silt deposits could be encountered within the first 10 metres. Ensure material is free of boulders and undesirable materials. See borehole logs provided for surface conditions.
 - .1 Excavate burrow area to a maximum depth of 3 m.
- .2 Topsoil: Created by combining Owner supplied Category A compost with Native Soil from burrow area. 30 percent by weight of compost to 70 percent by weight Native Soil.

Part 3 Execution

3.1 EXAMINATION

- .1 Evaluation and Assessment:
 - .1 Before commencing work establish locations of buried services on and adjacent to site. Both public and private utility locates are the sole responsibility of the Contractor.

3.2 PREPARATION

- .1 Temporary erosion and sedimentation control:
 - .1 Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.
 - .2 Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.
 - .3 Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- .2 Protection of in-place conditions:
 - .1 Protect excavations from freezing.
 - .2 Keep excavations clean, free of standing water, and loose soil.
 - .3 Where soil is subject to significant volume change due to change in moisture content, cover and protect to Engineer approval.
 - .4 Protect natural and man-made features (monitoring wells, etc.) required to remain undisturbed. Unless otherwise indicated or located in an area to be occupied by new construction, protect existing trees from damage.
 - .5 Protect buried services that are required to remain undisturbed.
- .3 Removal:
 - .1 Remove trees, stumps, logs, brush, shrubs, bushes, vines, undergrowth, rotten wood, dead plant material, exposed boulders and debris within areas designated on drawings.

3.3 EXCAVATION

- .1 Shore and brace excavations, protect slopes and banks and perform work in accordance with relevant regulations whichever is more stringent.
- .2 Excavate as required to carry out work.
 - .1 Do not disturb soil or rock below bearing surfaces.
 - .2 Notify Engineer when excavations are complete.
 - .3 If bearings are unsatisfactory, additional excavation will be authorized in writing and paid for as additional work.
 - .4 Excavation taken below depths shown without Engineer's written authorization to be repaired to a condition which matches or improves upon existing conditions at Contractor's expense.

3.4 FIELD QUALITY CONTROL

- .1 Do not begin backfilling or filling operations until material has been approved for use by Engineer.
- .2 Carry out compaction testing on Native Soil once placed.

3.5 NATIVE SOIL PLACEMENT (LANDFILL COVER)

- .1 Remove snow, ice, construction debris, organic soil and standing water from spaces to be filled.
- .2 Scarify existing subgrade.
- .3 Fill Landfill Cover areas with selected Native Soil material compacted as Section 3.5.5.1.
- .4 Placing:
 - .1 Place Native Soil material in 150 mm lifts: add water as required to achieve specified density. Max depth of 300 mm.
- .5 Compaction: compact each layer of material to following densities for material to ASTM D698:
 - .1 Subgrade (Native Soil): 98 percent.
 - .2 Topsoil: Place loose, 90 percent

3.6 SOUTH PERIMETRE DITCH

- .1 Excavate perimeter ditch as described in Drawings.
- .2 Maintain a minimum positive 0.5 percent grade. Maximum grade of 6 percent.

3.7 REESTABLISH NORTH PERIMETER DITCH

- .1 Remove debris and dispose of as per 01 74 00 – Cleaning.
- .2 Ensure positive grade of 0.5 percent in ditch to promote drainage.
- .3 Do not disturb existing trees, work around them.

3.8 GRADING

- .1 Grade landfill cover more or less continuous/uniform and sloped so that water will drain towards ditches and other disposal areas approved by Engineer. Positive drainage cover must be provided to the ditches.
- .2 Maintain safe side slopes in burrow area upon completion.
 - .1 Replace any stripped topsoil over burrow area.

3.9 CLEANING

- .1 Progress Cleaning: clean in accordance with Section 01 74 00 – Cleaning.
 - .1 Leave Work area clean at end of each day.
 - .2 Dispose of cleared and grubbed material to designated location daily.
- .2 Final Cleaning: upon completion remove surplus materials, rubbish, tools and equipment in accordance with Section 01 74 00 – Cleaning.

END OF SECTION

Part 1 General

1.1 DEFINITIONS

- .1 Clearing: consists of cutting off trees and brush vegetative growth to not more than specified height above ground and disposing of felled trees, previously uprooted trees and stumps, and surface debris.
 - .1 Clearing isolated trees: consists of cutting off to not more than specified height above ground of designated trees, and disposing of felled trees and debris.
 - .2 Underbrush clearing: consists of removal from treed areas of undergrowth, deadwood, and trees smaller than 50 mm trunk diameter and disposing of fallen timber and surface debris.
- .2 Grubbing: consists of excavation and disposal of stumps and roots, boulders and rock fragments of specified size to not less than specified depth below existing ground surface.
- .3 Erosion: deterioration, displacement, or transportation of land surface by wind or water, intensified by land clearing practices related to construction work.
- .4 Sediment: particulate matter transported and deposited as a layer of solid particles within a body of water.

1.2 REFERENCE STANDARDS

- .1 Canada Labour Code, Part 2, Canada Occupational Health and Safety Regulations.
- .2 Canadian Environmental Protection Act, 1999 (CEPA 1999).
- .3 United States Environmental Protection Agency (EPA)/Office of Water.
 - .1 EEPA-833-R-06-004, Developing Your Stormwater Pollution Prevention Plan, A Guide for Construction Sites

1.3 ADMINISTRATIVE REQUIREMENTS

- .1 Arrange for a Site meeting, before Work starts, with Engineer in accordance with Section 01 31 19 - Project Meetings to:
 - .1 Verify project requirements.
 - .2 Examine existing Site conditions and adjacent areas to construction's work, before Work starts.
 - .3 Identify potential environmental impact on existing Site conditions.
 - .4 Minimize clearing and grubbing of burrow area.
 - .5 Identify stockpile locations for organic material.
- .2 Contractor is responsible for obtaining or coordinating any permits required for clearing and grubbing works.

1.4 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Provide submittals in accordance with Section 01 33 00 – Submittal Procedures.

- .2 Submit Site-specific Health and Safety Plan (HSP), within fourteen days prior to commencement of work, in accordance with Section 01 35 29.06 – Health and Safety Requirements. Submit HSP for review and approval by Engineer and Owner.
- .3 Submit list of equipment that are going to be on-Site for review by Engineer.

1.5 HEALTH AND SAFETY

- .1 Perform clearing and grubbing work in accordance with the Site-specific HSP.
- .2 Safety Requirements: worker protection.
 - .1 Ensure workers are wearing personal protective equipment identified in the Site-specific HSP while performing clearing and grubbing activities.

1.6 QUALITY CONTROL

- .1 Regulatory Requirements
 - .1 Ensure Work is performed in compliance with applicable Provincial and Municipal regulations.
 - .2 Comply with hauling and disposal regulations of authority having jurisdiction.
- .2 Qualifications
 - .1 Provide proof of qualifications when requested by Engineer.
 - .2 Qualification Statement: Contractor have documented proof that they have completed work of similar scope.

1.7 DELIVERY, STORAGE AND HANDLING

- .1 Prevent damage to fencing, bench marks, monitoring wells, existing buildings, natural features, site appurtenances, water courses, utility lines, landscaping, existing pavement, root systems of trees, and trees which are to remain.
 - .1 Repair damaged items to approval of Engineer.
 - .2 Replace any damaged trees designated to remain, as directed by Engineer.

1.8 ENVIRONMENTAL REQUIREMENTS

- .1 Clean up spills immediately with absorbent material and safely discard to landfill.
- .2 Do not dispose of unused materials into sewer system, into streams, lakes, onto ground or in other location where they will pose health or environmental hazard.
- .3 Ensure safe use and disposal of wood preservatives complies with all Federal, Provincial/Territorial and Municipal regulations, particularly the Canadian Environmental Assessment Act (CEAA), the Canadian Environmental Protection Act, and the Pest Control Products Act.
 - .1 For information and procedures on pest control products, call the Pest Management Information Service at 1-800-267-6315. Ensure that the use and disposal of wood preservatives complies with all departmental regulations, particularly the Environmental Assessment Review Process.

- .4 Waste Management and Disposal:
 - .1 Separate waste materials for reuse and recycling.
 - .2 Consider felled timber from which saw logs, pulpwood, posts, poles, ties, or fuel wood can be produced as saleable timber.
 - .3 Stockpile saleable timber at location adjacent to Site in designated location or as directed by Engineer.
 - .4 Remove soil and stockpile soil material free of debris for reuse as backfill materials.

Part 2 Products

2.1 MATERIALS

- .1 Soil Material for Fill:
 - .1 Excavated soil material: free of debris, roots, wood, scrap material, vegetable matter, refuse, soft unsound particles, deleterious, or objectionable materials.

Part 3 Execution

3.1 PROTECTION

- .1 Erosion and Sediment Control Measures
 - .1 Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties, public areas, and walkways.
 - .2 Inspect, repair, and maintain temporary erosion and sedimentation control measures during construction until permanent vegetation has been established.
 - .3 Remove temporary erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.2 PREPARATION

- .1 Inspect site and verify with Engineer any items designated to remain.
- .2 Locate and protect utility lines: preserve in operating condition active utilities traversing Site.
 - .1 Notify Engineer immediately of damage to or when unknown existing utility lines are encountered.
 - .2 When utility lines which are to be removed are encountered within area of operations, notify Engineer in ample time to minimize interruption of service.
- .3 Notify utility authorities before starting grubbing.
- .4 Keep adjacent roads and walks free of dirt and debris.

3.3 CLEARING

- .1 Clearing includes felling, cutting, and trimming of trees into sections and satisfactory disposal of trees and other vegetation designated for removal, including brush and timber located within areas designated for clearing.

- .2 Clear, by cutting at height of not more than 305 mm above ground. In areas to be subsequently grubbed, height of stumps left from clearing operations to be not more than 1,000 mm above ground surface.
- .3 Cut off branches overhanging area cleared as directed by Engineer.
- .4 Cut off unsound branches on trees designated to remain as directed by Engineer.

3.4 GRUBBING

- .1 Remove and dispose of roots larger than 7.5 cm in diameter, matted roots, and designated stumps from indicated grubbing areas.
- .2 Grub out stumps and roots to not less than 600 mm below ground surface.
- .3 Grub out visible rock fragments and boulders, greater than 305 mm in greatest dimension.

3.5 REMOVAL AND DISPOSAL

- .1 Remove grubbed and cleared materials to disposal area as indicated or as directed by Engineer.
- .2 Cut timber greater than 125 mm diameter to 600 mm lengths and stockpile as directed. Stockpiled timber becomes property of OWNER.
- .3 Any ash wood materials in the form of wood chips or logs are to be disposed off-site.
- .4 Any ash wood materials or firewood which is removed from the site is to be transported in an enclosed vehicle and disposed of at an authorized disposal facility.
- .5 Contractor is responsible for monitoring all cut ash wood and firewood until it is properly disposed of as determined by Engineer.

3.6 FINISHED SURFACE

- .1 Leave ground surface in condition suitable for excavation of burrow material to approval of Engineer.

3.7 CLEANING

- .1 Perform cleaning in accordance with Section 01 74 00 – Cleaning.
- .2 Clean and remove debris and sediment from work area and dispose of to an approved landfill site as directed by Engineer.
- .3 Maintain Work in tidy condition, free from accumulation of waste products and debris.
- .4 Do not clean equipment in or adjacent to waterbodies or where the wash-water can enter the waterbodies.
- .5 Maintain tidy Work area, free from accumulation of waste products and debris.

END OF SECTION

Part 1 General

1.1 RELATED REQUIREMENTS

- .1 Section 31-00-00.01 – Earthwork – Short Form

1.2 REFERENCE STANDARDS

- .1 ASTM International
 - .1 ASTM D698-07e1, Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (600 kN-m/m³).

1.3 EXISTING CONDITIONS

- .1 Examine memorandum re: supervision of well installation Valemount Regional Landfill completed by SNC-Lavalin January 13, 2022, detailing locations and subsurface condition of existing ground water monitoring wells on site, which is available within the Contract Documents.
- .2 Known underground and surface utility lines and buried objects are as indicated on site plan.

Part 2 Products

2.1 MATERIALS

- .1 Excavated or graded material existing on site suitable to use as Native Soil for grading work if approved by Engineer.

Part 3 Execution

3.1 EXAMINATION

- .1 Verification of Conditions: verify that conditions of substrate previously installed under other Sections or Contracts are acceptable for rough grading installation in accordance with manufacturer's written instructions.
 - .1 Visually inspect substrate in presence of Engineer.
 - .2 Inform Engineer of unacceptable conditions immediately upon discovery.
 - .3 Proceed with installation only after unacceptable conditions have been remedied and after receipt of written approval to proceed from Engineer.

3.2 GRADING

- .1 Rough grade to levels, profiles, and contours allowing for surface treatment as indicated on drawings.
- .2 Grade ditches to depth as indicated.

- .3 Compact Native Soil and disturbed areas to ASTM D698, as indicated in Section 31 00 00.01 – Earthwork – Short Form
- .4 Do not disturb soil within branch spread of trees or shrubs to remain.

3.3 CLEANING

- .1 Progress Cleaning: clean in accordance with Section 01 74 00 – Cleaning.
 - .1 Leave Work area clean at end of each day.
- .2 Final Cleaning: upon completion remove surplus materials, rubbish, tools and equipment in accordance with Section 01 74 00 – Cleaning.

3.4 PROTECTION

- .1 Protect existing trees, fencing, landscaping, natural features, bench marks, monitoring wells, buildings, pavement, and existing utility lines which are to remain. If damaged, restore to original or better condition unless directed otherwise.
- .2 Maintain access roads to prevent accumulation of construction related debris on roads.

END OF SECTION

Part 1 General

1.1 RELATED REQUIREMENTS

- .1 Section 01 33 00 – Submittal Procedures
- .2 Section 31 00 00.01 – Earthwork – Short Form.
- .3 Section 01 74 00 – Cleaning

1.2 REFERENCE STANDARDS

- .1 Agriculture and Agri-Food Canada
 - .1 The Canadian System of Soil Classification, Third Edition, 1998.
- .2 Canadian Council of Ministers of the Environment (CCME)
 - .1 PN1340-2005, Guidelines for Compost Quality.
- .3 Canadian Society of Landscape Architects (CSLA)/Canadian Nursery Landscape Association (CNLA)
 - .1 Canadian Landscape Standard 2016, First Edition
 - .2 Canadian Nursery Stock Standard 2017, Ninth Edition
- .4 ASTM International
 - .1 ASTM D698-07e1, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³) (600 kN-m/m³).

1.3 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Provide submittals in accordance with Section 01 33 00 – Submittal Procedures.
- .2 Quality control submittals:
 - .1 Soil testing: submit certified test reports showing compliance with specified performance characteristics and physical properties as described in PART 2 – SOURCE QUALITY CONTROL.
 - .2 Certificates: submit product certificates signed by manufacturer certifying materials comply with specified performance characteristics and criteria and physical requirements.

1.4 QUALITY ASSURANCE

- .1 Qualifications: Provide proof of qualifications if requested by Engineer.

1.5 WASTE MANAGEMENT AND DISPOSAL

- .1 Divert unused soil amendments from landfill to official hazardous material collections site approved by Engineer.
- .2 Do not dispose of unused soil amendments into sewer systems, into lakes, streams, onto ground or in locations where it will pose health or environmental hazard.

Part 2 Products

2.1 OWNER SUPPLIED MATERIALS

- .1 Contractor to create sufficient topsoil blend on Site using compost, burrow material, and soil amendments to achieve 300 mm depth across landfill closure area. Blend to be 30 percent of compost and 70% percent burrow material, by weight.

2.2 SOIL AMENDMENTS

- .1 Use industry accepted standard medium containing nitrogen, phosphorous, potassium and other micro-nutrients suitable to specific plant species or application or defined by soil test.

Part 3 Execution

3.1 PREPARATION OF SUBSURFACE GRADE

- .1 Verify that grades are correct.
 - .1 If discrepancies occur, notify Engineer and do not start work until instructed by Engineer.
- .2 Grade soil, eliminate uneven areas and low spots, ensure positive drainage.
- .3 Cultivate entire area which is to receive topsoil to minimum depth of 100 mm.
 - .1 Cross cultivate those areas where equipment used for hauling and spreading has compacted soil.

3.2 PLACING AND SPREADING OF TOPSOIL/PLANTING SOIL

- .1 Place topsoil after Engineer has accepted subgrade.
- .2 Spread topsoil in uniform layers not exceeding 150 mm.
- .3 Spread topsoil in areas to receive hydroseed to a minimum depth of 300 mm after settlement.
- .4 Compaction: compact each layer of material to following densities for material to ASTM D698:
 - .1 Topsoil: Place loose, 90 percent.
- .5 Manually spread topsoil/planting soil around trees, shrubs and obstacles.
- .6 Avoid spreading or grading in wet, frozen, or saturated state.

3.3 FINISH GRADING

- .1 Grade to eliminate rough spots and low areas and ensure positive drainage.
 - .1 Prepare loose friable bed by means of cultivation and subsequent raking.
- .2 Consolidate topsoil to required bulk density using equipment approved by Engineer.
 - .1 Leave surfaces smooth, uniform and firm against deep foot printing.

3.4 ACCEPTANCE

- .1 Engineer will inspect and test topsoil in place and determine acceptance of material, depth of topsoil and finish grading.

3.5 EROSION AND SEDIMENTATION CONTROL

- .1 Provide erosion and sedimentation control measures to prevent topsoil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties.
- .2 Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.
- .3 Supply and install erosion control blanket to slopes with grades greater than 10 percent as shown on DRAWINGS.
 - .1 Use 100 percent biodegradable machine produced mat fabricated of woven natural fiber.
 - .2 Install as per manufactures instructions.

3.6 SURPLUS MATERIAL

- .1 Dispose of surplus materials including not required topsoil where directed by Engineer.

3.7 CLEANING

- .1 Proceed with cleaning in accordance with Section 01 74 00 – Cleaning.
 - .1 Leave Work area organized and tidy at end of each day.
 - .2 Keep pavement and area adjacent to site clean and free from mud, dirt, and debris at all times.
- .2 Upon completion remove surplus materials, rubbish, tools and equipment.
 - .1 Clean and reinstate areas affected by Work.

END OF SECTION

Part 1 General

1.1 RELATED REQUIREMENTS

- .1 Section 32 92 19.13 – Topsoil Placement and Grading

1.2 ADMINISTRATIVE REQUIREMENTS

- .1 Scheduling:
 - .1 Schedule hydraulic seeding to coincide with preparation of soil surface.
 - .2 Schedule hydraulic seeding using grass mixtures between dates recommended by Provincial Agricultural Department.

1.3 REFERENCE STANDARDS

- .1 Canadian Society of Landscape Architects (CSLA)/Canadian Nursery Landscape Association (CNLA)
 - .1 Canadian Landscape Standard 2016, First Edition
 - .2 Canadian Nursery Stock Standard 2017, Ninth Edition

1.4 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Provide submittals in accordance with Section 01 33 00 – Submittal Procedures.
- .2 Product Data:
 - .1 Submit manufacturer's instructions, printed product literature and data sheets for seed, mulch, tackifier, fertilizer, liquid soil amendments and micronutrients.

1.5 QUALITY ASSURANCE

- .1 Qualifications: Provide proof of qualifications when requested by Engineer.
- .2 Contractor Qualifications:
 - .1 Landscape Contractor: to be a Member in Good Standing of BC Landscape Nursery Association (BCLNA)

1.6 DELIVERY, STORAGE AND HANDLING

- .1 Deliver, store and handle materials in accordance with Section 01 61 00 – Common Product Requirements.
- .2 Delivery and Acceptance Requirements:
 - .1 Labelled bags of fertilizer identifying mass in kilograms, mix components and percentages, date of bagging, supplier's name and lot number.
 - .2 Inoculant containers to be tagged with expiry date.
- .3 Storage and Handling Requirements:
 - .1 Store fertilizer in dry location and in accordance with manufacturer's recommendations in clean, dry, well-ventilated area.

- .2 Replace defective or damaged materials with new.

1.7 WARRANTY

- .1 For seeding, twelve (12) months warranty period.
- .2 Contractor hereby warrants that seeding will remain free of defects in accordance with General Conditions CCDC GC 12.3, but for one (1) full growing season.
- .3 End-of-warranty inspection will be conducted by Owner.

Part 2 Products

2.1 MATERIALS

- .1 Seed: "Canada pedigreed grade" in accordance with Government of Canada Seeds Act and Regulations.
- .2 2025 Standard Specification for Highway Construction, BC Ministry of Transportation and Infrastructure, Volume 2 of 2, Feb 2025 (Section 757).
 - .1 Grass mixture: Northern – Prince George Area – North East General Mix.
 - .1 Mixture composition:
 - .1 25 percent Creeping red fescue.
 - .2 30 percent Perennial ryegrass.
 - .3 30 percent Tall fescue.
 - .4 15 percent Timothy.
 - .3 Mulch: specially manufactured for use in hydraulic seeding equipment, non-toxic, water activated, green colouring, free of germination and growth inhibiting factors with following properties:
 - .1 Type I mulch:
 - .1 Made from wood cellulose fibre.
 - .2 Organic matter content: 95 percent plus or minus 0.5 percent.
 - .3 Value of pH: 6.0.
 - .4 Potential water absorption: 900 percent.
 - .4 Tackifier: Per Manufacturer's Instructions
 - .5 Water: free of impurities that would inhibit germination and growth.
 - .6 Fertilizer:
 - .1 Northern – Prince George Area – North East General Mix.
 - .2 26-16-8 or pre-approved equivalent.
 - .7 Inoculants: inoculant containers to be tagged with expiry date.

Part 3 Execution

3.1 EXAMINATION

- .1 Verification of Conditions: verify conditions of substrate previously installed under other Sections or Contracts are acceptable for hydraulic seeding in accordance with manufacturer's written instructions.
 - .1 Visually inspect substrate in presence of Engineer.
 - .2 Inform Engineer of unacceptable conditions immediately upon discovery.
 - .3 Proceed with installation only after unacceptable conditions have been remedied and after receipt of written approval to proceed from Engineer.

3.2 PROTECTION OF EXISTING CONDITIONS

- .1 Protect structures, monitoring wells, signs, guide rails, fences, plant material, utilities and other surfaces not intended for spray.
- .2 Immediately remove any material sprayed where not intended.

3.3 PREPARATION OF SURFACES

- .1 Do not perform work under adverse field conditions such as wind speeds over 10 km/h, frozen ground or ground covered with snow, ice or standing water.
- .2 Fine grade areas to be seeded free of humps and hollows.
 - .1 Ensure areas are free of deleterious and refuse materials.
- .3 Cultivated areas identified as requiring cultivation to depth of 25 mm.
- .4 Ensure areas to be seeded are moist to depth of 150 mm before seeding.
- .5 Obtain Engineer's approval of grade and topsoil depth before starting to seed.

3.4 CLEANING

- .1 Progress Cleaning: clean in accordance with Section 01 74 00 – Cleaning.
 - .1 Leave Work area clean at end of each day.
 - .2 Keep pavement and area adjacent to site clean and free from mud, dirt, and debris at all times.
- .2 Final Cleaning: upon completion remove surplus materials, rubbish, tools and equipment in accordance with Section 01 74 00 – Cleaning.
 - .1 Clean and reinstate areas affected by Work.

3.5 PROTECTION

- .1 Protect seeded areas from trespass until plants are established.
- .2 Remove protection devices as directed by Engineer.

3.6 MAINTENANCE DURING ESTABLISHMENT PERIOD

- .1 Perform following operations from time of seed application until acceptance by Engineer.
- .2 Grass Mixture:

- .1 Repair and reseed dead or bare spots to allow establishment of seed before acceptance.

3.7 ACCEPTANCE

- .1 Seeded areas will be accepted by Owner provided that:
 - .1 Seeded areas are free of rutted, eroded, bare or dead spots and plants are uniformly established.
 - .2 Areas seeded in fall will achieve final acceptance in following spring, one month after start of growing season provided acceptance conditions are fulfilled.

3.8 MAINTENANCE DURING WARRANTY PERIOD

- .1 Perform following operations from time of acceptance until end of warranty period:
 - .1 Repair and reseed dead or bare spots to satisfaction of Engineer.

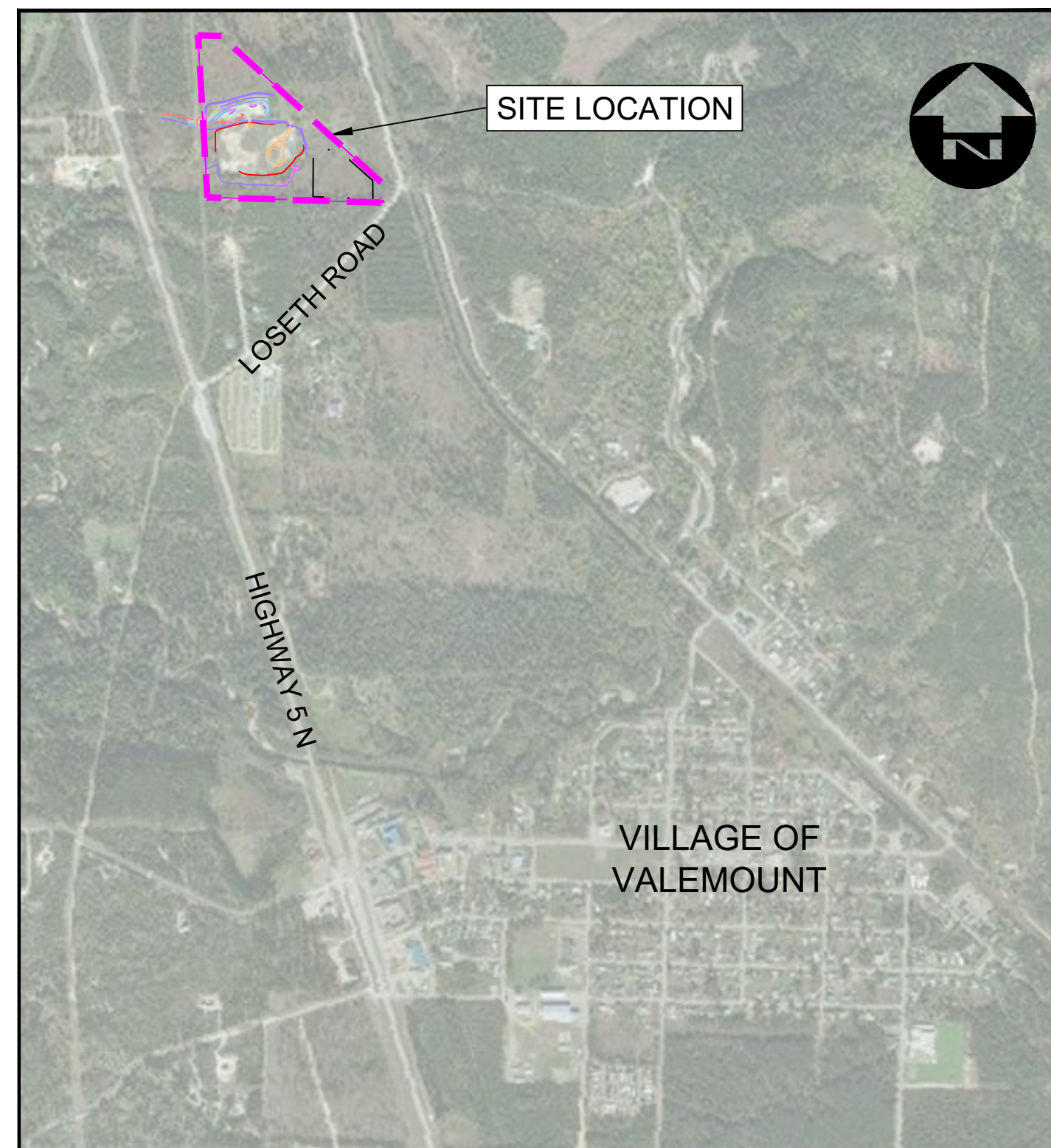
END OF SECTION

APPENDIX N - DRAWINGS

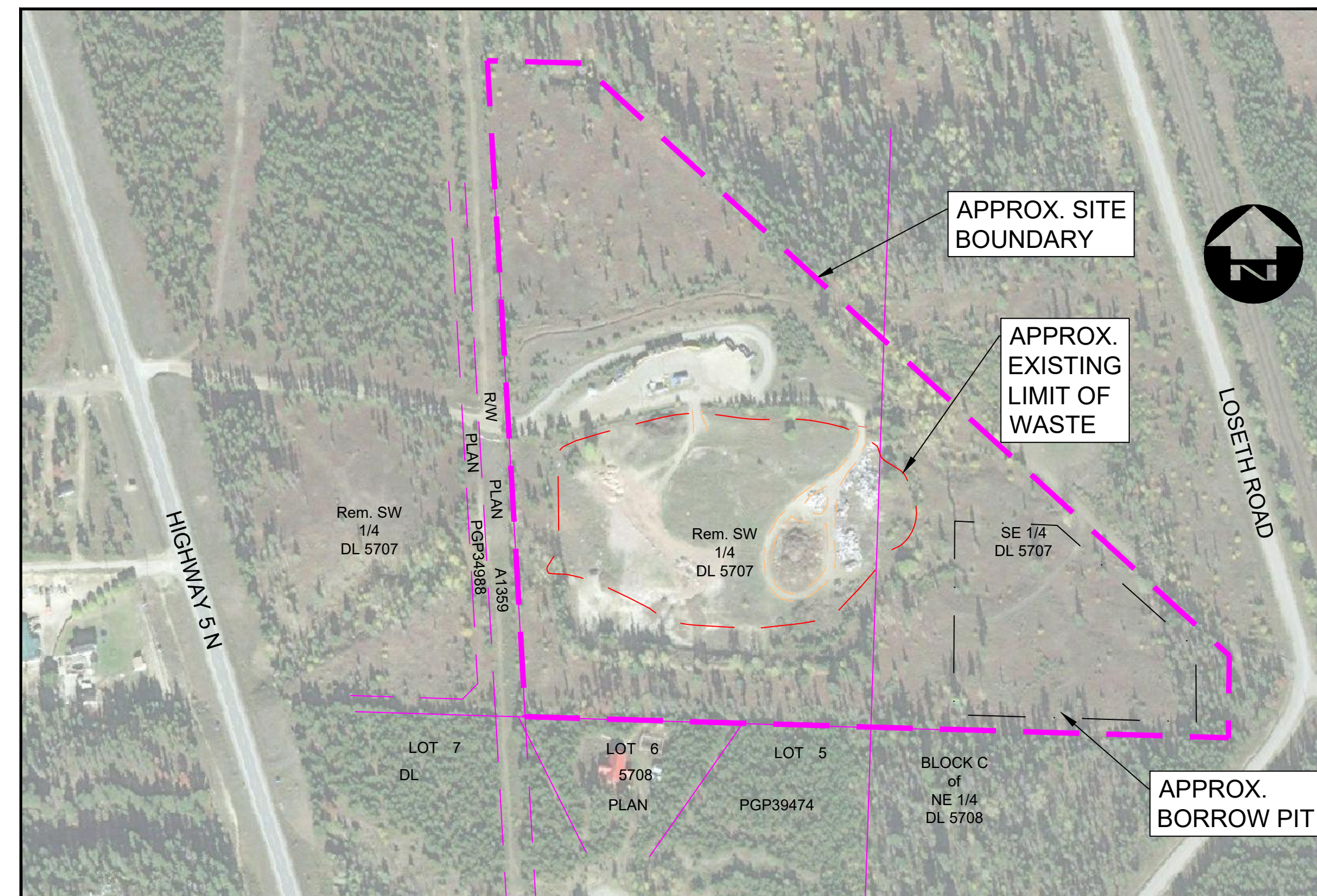


**REGIONAL DISTRICT
of Fraser-Fort George**

REGIONAL DISTRICT OF FRASER-FORT GEORGE VALEMOUNT LANDFILL FINAL CLOSURE ISSUED FOR TENDER



SITE LOCATION PLAN



KEY PLAN

| DRAWING INDEX | |
|---------------|---------------------------------|
| DWG. | DESCRIPTION |
| CIVIL | |
| C0 | COVER PAGE AND LIST OF DRAWINGS |
| C1 | SITE OVERVIEW |
| C2 | EXISTING SITE CONDITIONS PLAN |
| C3 | PROPOSED REMOVALS PLAN |
| C4 | PROPOSED FINAL ELEVATION PLAN |
| C5 | PROPOSED PROFILES AND DETAILS |

DILLON PROJECT: 22-4974
DATE: FEBRUARY, 2026

| BENCHMARKS | | | | |
|-------------|--------------|-------------|---------------|-------------|
| ID | NORTHING (m) | EASTING (m) | ELEVATION (m) | DESCRIPTION |
| POINT# 37 | 5857812.967 | 346220.813 | 791.108 | SPIKE |
| POINT# 1792 | 5857889.651 | 346241.835 | 789.192 | SPIKE |
| POINT# 1793 | 5857862.025 | 346126.246 | 789.222 | SPIKE |
| POINT# 1828 | 5857865.851 | 346170.828 | 786.938 | SPIKE |





NOTE:
SITE HAS PRESENCE OF HAZARDOUS AND EXPLOSIVE SUBSTANCES. CONTRACTOR TO TAKE NECESSARY PRECAUTIONS PRIOR TO CONSTRUCTION

FILENAME: C:\PW\WORKING DIRECTORIES\PROJECTS\2023\DILLON_4681\MS57116\224974-02-ASITE-CON.DWG PLOTTED BY: TONG, ALFRED PLOT DATE: 2026-02-11 @ 12:16:07 PM PLOT SCALE: 1:25.4 PLOT STYLE: ACAD.CTB

Conditions of Use
Verify elevations and/or dimensions on drawing prior to use. Report any discrepancies to Dillon Consulting Limited.
Do not scale dimensions from drawing.
Do not modify drawing, re-use it, or use it for purposes other than those intended at the time of its preparation without prior written permission from Dillon Consulting Limited.



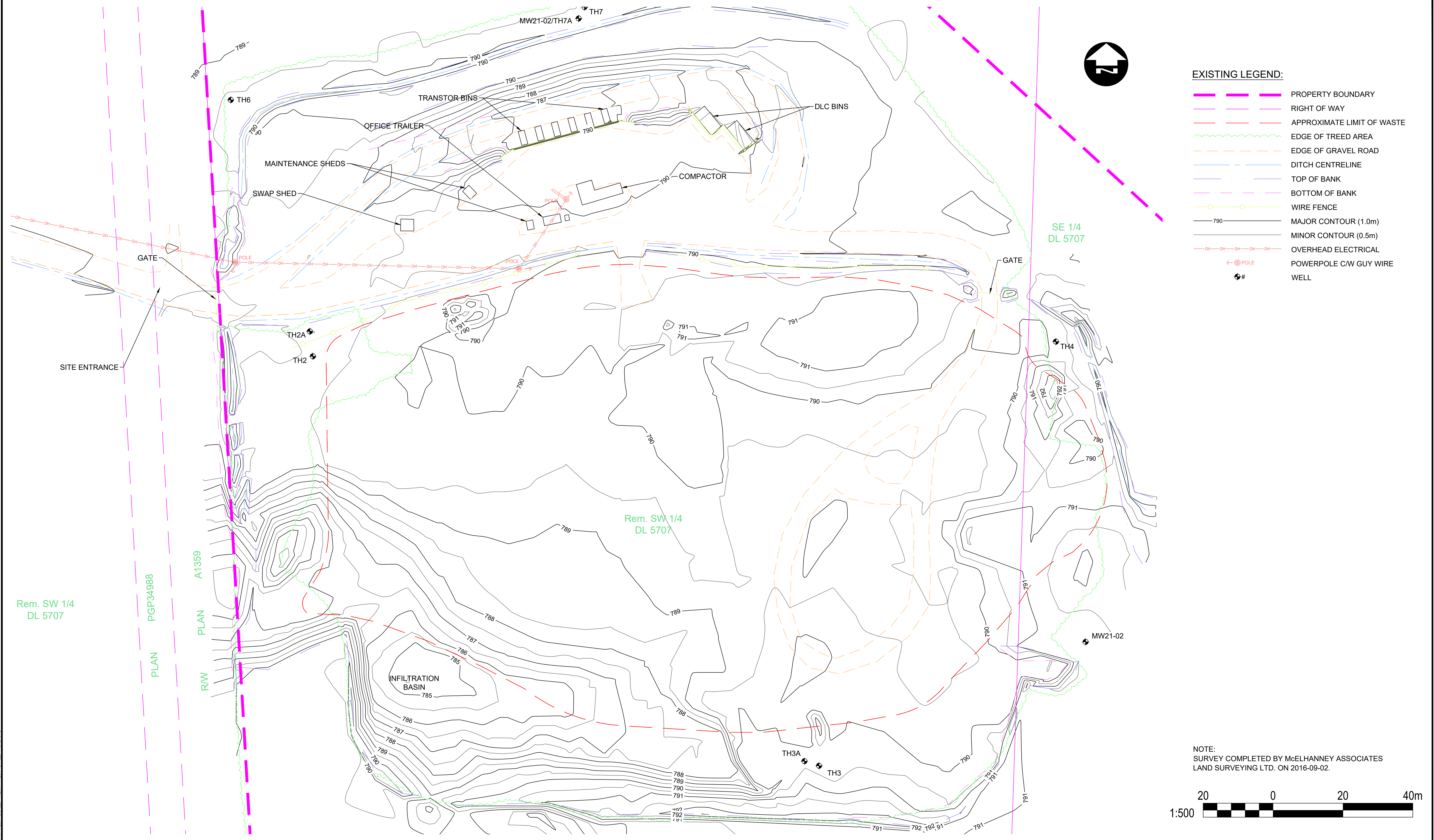
EGBC Permit to Practice
#1003422

ISSUED FOR TENDER



| No. | ISSUED FOR | DATE | BY |
|-----|------------------------------|------------|----|
| C | ISSUED FOR TENDER | 2026.02.11 | PA |
| B | ISSUED FOR 90% CLIENT REVIEW | 2023.02.23 | PA |
| A | ISSUED FOR 50% CLIENT REVIEW | 2023.01.27 | PA |

| | | | |
|------------------|---------------------|---|------------------------|
| DESIGN BS | REVIEWED BY PA | REGIONAL DISTRICT OF FRASER-FORT GEORGE VALEMOUNT LANDFILL FINAL CLOSURE | PROJECT NO. 22-4974 |
| DRAWN BS | CHECKED BY PAVEL | | SHEET NO. C1 |
| DATE FEB 2026 | | SITE OVERVIEW | |
| SCALE 1:1000 | | | |



- EXISTING LEGEND:**
- PROPERTY BOUNDARY
 - RIGHT OF WAY
 - APPROXIMATE LIMIT OF WASTE
 - EDGE OF TREED AREA
 - EDGE OF GRAVEL ROAD
 - DITCH CENTRELINE
 - TOP OF BANK
 - BOTTOM OF BANK
 - WIRE FENCE
 - MAJOR CONTOUR (1.0m)
 - MINOR CONTOUR (0.5m)
 - OVERHEAD ELECTRICAL
 - ⊙ POLE
 - ⊕ WELL

NOTE:
 SURVEY COMPLETED BY McELHANNEY ASSOCIATES
 LAND SURVEYING LTD. ON 2016-09-02.



FILENAME: C:\P\WORKING DIRECTORIES\PROJECTS_2023\DILLON_4681\MS5716\224974-02-ASITE-CONCILING_PLOTTED BY: TONG, ALFRED
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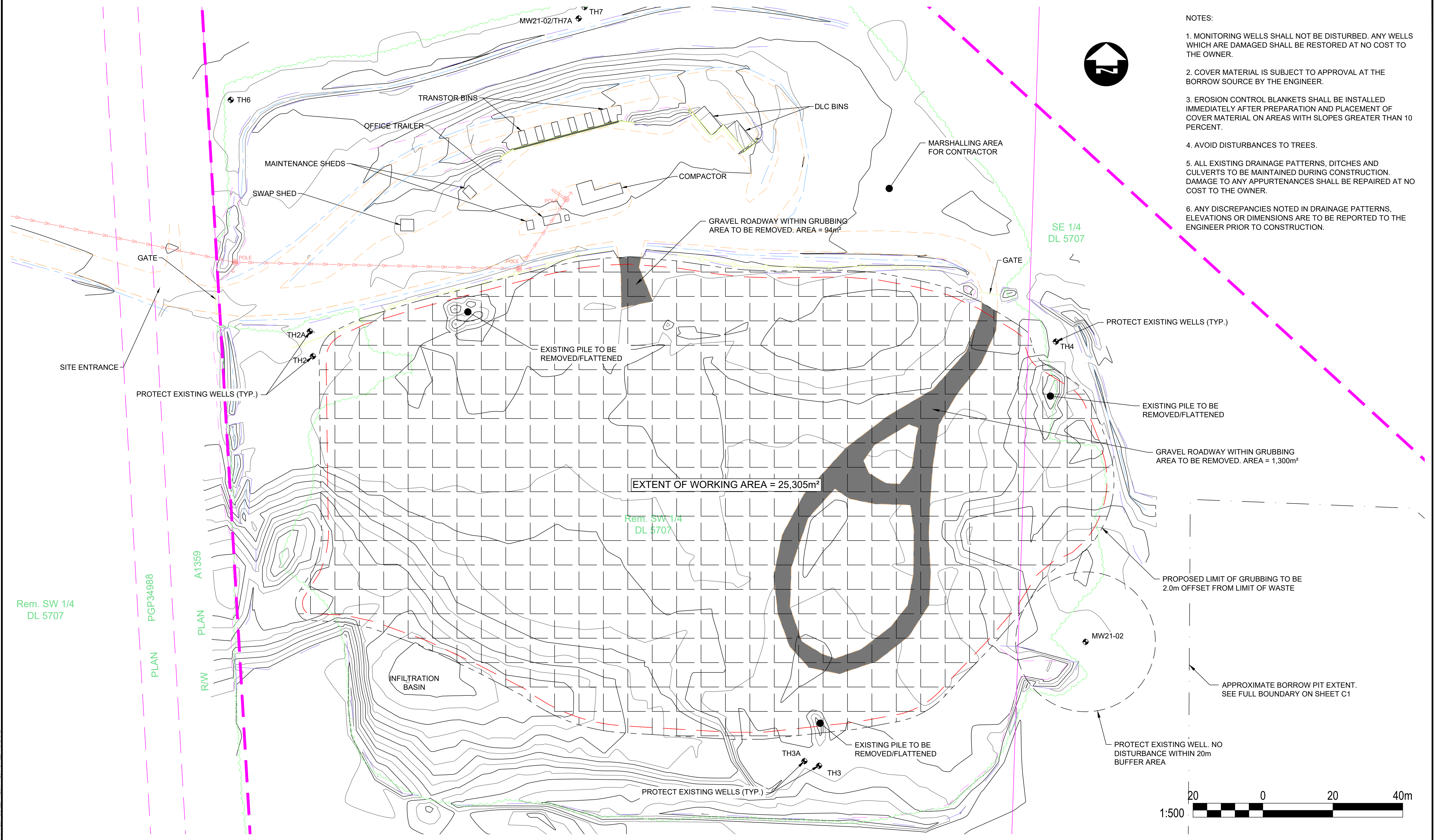
EGBC Permit to Practice
 #1003422

ISSUED FOR TENDER



| | | | |
|--------|------------------------------|-------------|-------|
| DESIGN | BS | REVIEWED BY | PA |
| DRAWN | BS | CHECKED BY | PAVEL |
| DATE | FEB 2026 | | |
| SCALE | 1:500 | | |
| No. | ISSUED FOR | DATE | BY |
| C | ISSUED FOR TENDER | 2026.02.11 | PA |
| B | ISSUED FOR 90% CLIENT REVIEW | 2023.02.23 | PA |
| A | ISSUED FOR 50% CLIENT REVIEW | 2023.01.27 | PA |

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|--|-------------------------------|
| REGIONAL DISTRICT OF FRASER-FORT GEORGE VALEMOUNT LANDFILL FINAL CLOSURE | PROJECT NO. 22-4974 |
| EXISTING SITE CONDITIONS PLAN | SHEET NO. C2 |



- NOTES:
1. MONITORING WELLS SHALL NOT BE DISTURBED. ANY WELLS WHICH ARE DAMAGED SHALL BE RESTORED AT NO COST TO THE OWNER.
 2. COVER MATERIAL IS SUBJECT TO APPROVAL AT THE BORROW SOURCE BY THE ENGINEER.
 3. EROSION CONTROL BLANKETS SHALL BE INSTALLED IMMEDIATELY AFTER PREPARATION AND PLACEMENT OF COVER MATERIAL ON AREAS WITH SLOPES GREATER THAN 10 PERCENT.
 4. AVOID DISTURBANCES TO TREES.
 5. ALL EXISTING DRAINAGE PATTERNS, DITCHES AND CULVERTS TO BE MAINTAINED DURING CONSTRUCTION. DAMAGE TO ANY APPURTENANCES SHALL BE REPAIRED AT NO COST TO THE OWNER.
 6. ANY DISCREPANCIES NOTED IN DRAINAGE PATTERNS, ELEVATIONS OR DIMENSIONS ARE TO BE REPORTED TO THE ENGINEER PRIOR TO CONSTRUCTION.

FILENAME: C:\PW\WORKING DIRECTORIES\PROJECTS\2022\DILLON_4681\MS5716\224974-02-ASITE-COMPLING_PLOTTED BY: TONG, ALFRED
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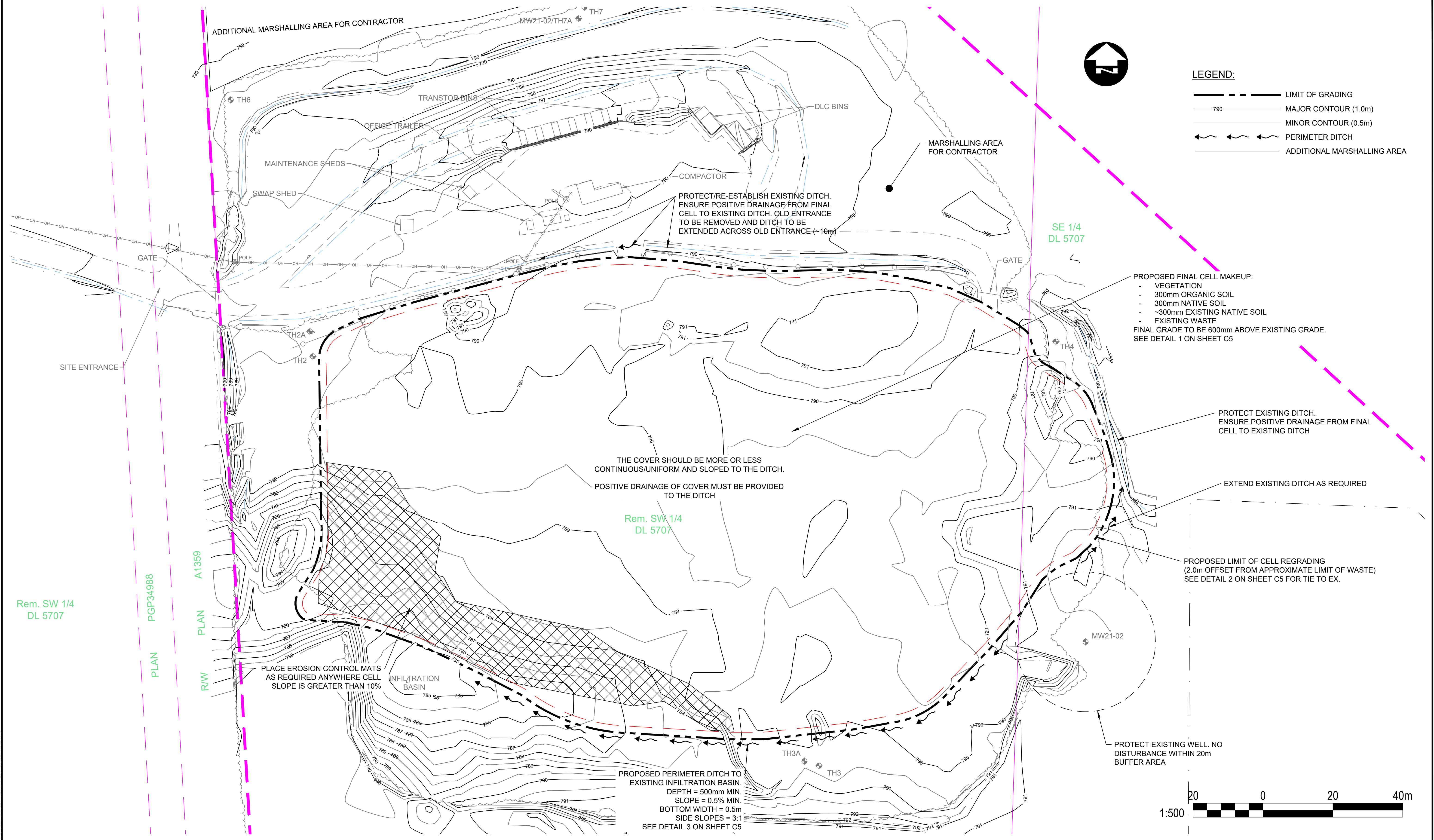
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| DESIGN: BS | REVIEWED BY: PA | REGIONAL DISTRICT OF FRASER-FORT GEORGE VALEMOUNT LANDFILL FINAL CLOSURE | PROJECT NO.: 22-4974 |
| DRAWN: BS | CHECKED BY: PAVEL | | SHEET NO.: C3 |
| DATE: FEB 2026 | | PROPOSED REMOVALS PLAN | C3 |
| SCALE: 1:500 | | | |



- LEGEND:**
- LIMIT OF GRADING
 - 790 — MAJOR CONTOUR (1.0m)
 - MINOR CONTOUR (0.5m)
 - ←←← PERIMETER DITCH
 - ADDITIONAL MARSHALLING AREA

PROPOSED FINAL CELL MAKEUP:
 - VEGETATION
 - 300mm ORGANIC SOIL
 - 300mm NATIVE SOIL
 - ~300mm EXISTING NATIVE SOIL
 - EXISTING WASTE
 FINAL GRADE TO BE 600mm ABOVE EXISTING GRADE.
 SEE DETAIL 1 ON SHEET C5

PROTECT EXISTING DITCH.
 ENSURE POSITIVE DRAINAGE FROM FINAL CELL TO EXISTING DITCH

EXTEND EXISTING DITCH AS REQUIRED

PROPOSED LIMIT OF CELL REGRADING
 (2.0m OFFSET FROM APPROXIMATE LIMIT OF WASTE)
 SEE DETAIL 2 ON SHEET C5 FOR TIE TO EX.

PROTECT EXISTING WELL. NO DISTURBANCE WITHIN 20m BUFFER AREA

THE COVER SHOULD BE MORE OR LESS CONTINUOUS/UNIFORM AND SLOPED TO THE DITCH.
 POSITIVE DRAINAGE OF COVER MUST BE PROVIDED TO THE DITCH

Rem. SW 1/4 DL 5707

PLACE EROSION CONTROL MATS AS REQUIRED ANYWHERE CELL SLOPE IS GREATER THAN 10%

PROPOSED PERIMETER DITCH TO EXISTING INFILTRATION BASIN.
 DEPTH = 500mm MIN.
 SLOPE = 0.5% MIN.
 BOTTOM WIDTH = 0.5m
 SIDE SLOPES = 3:1
 SEE DETAIL 3 ON SHEET C5



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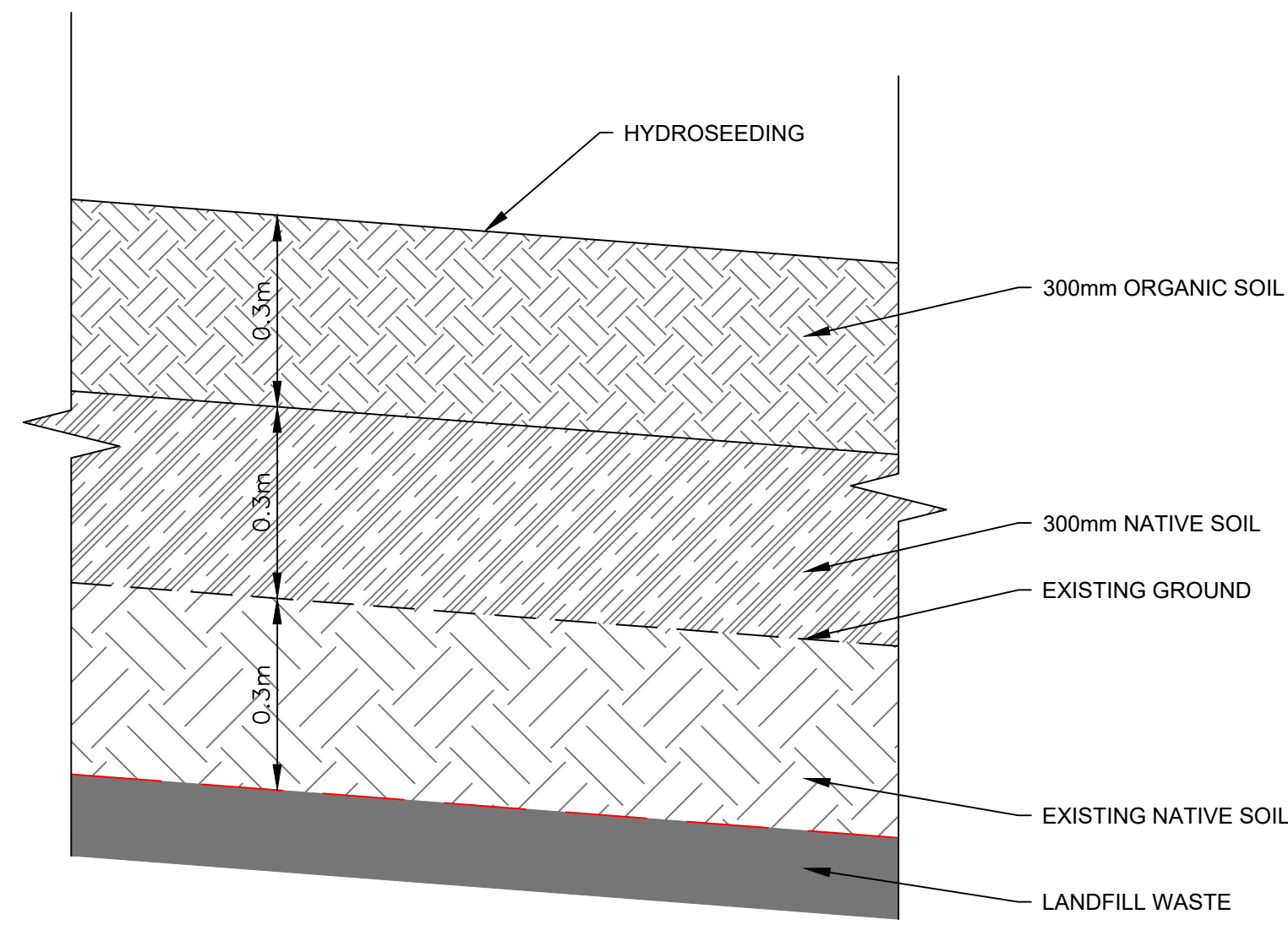
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| DESIGN | BS | REVIEWED BY | PA |
| DRAWN | BS | CHECKED BY | PAVEL |
| DATE | FEB 2026 | | |
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REGIONAL DISTRICT OF FRASER-FORT GEORGE
 VALEMOUNT LANDFILL FINAL CLOSURE

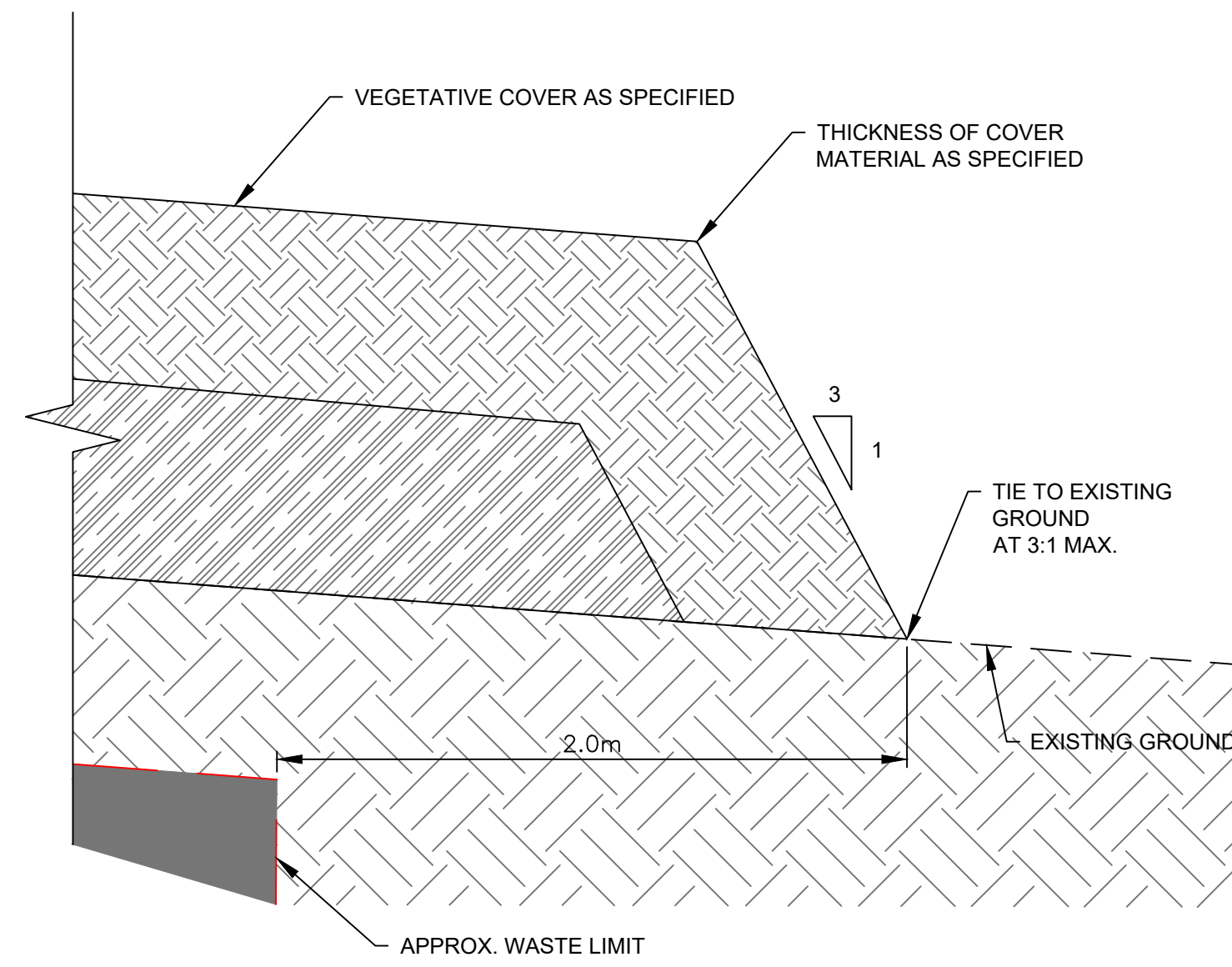
PROJECT NO. 22-4974

PROPOSED FINAL ELEVATION PLAN

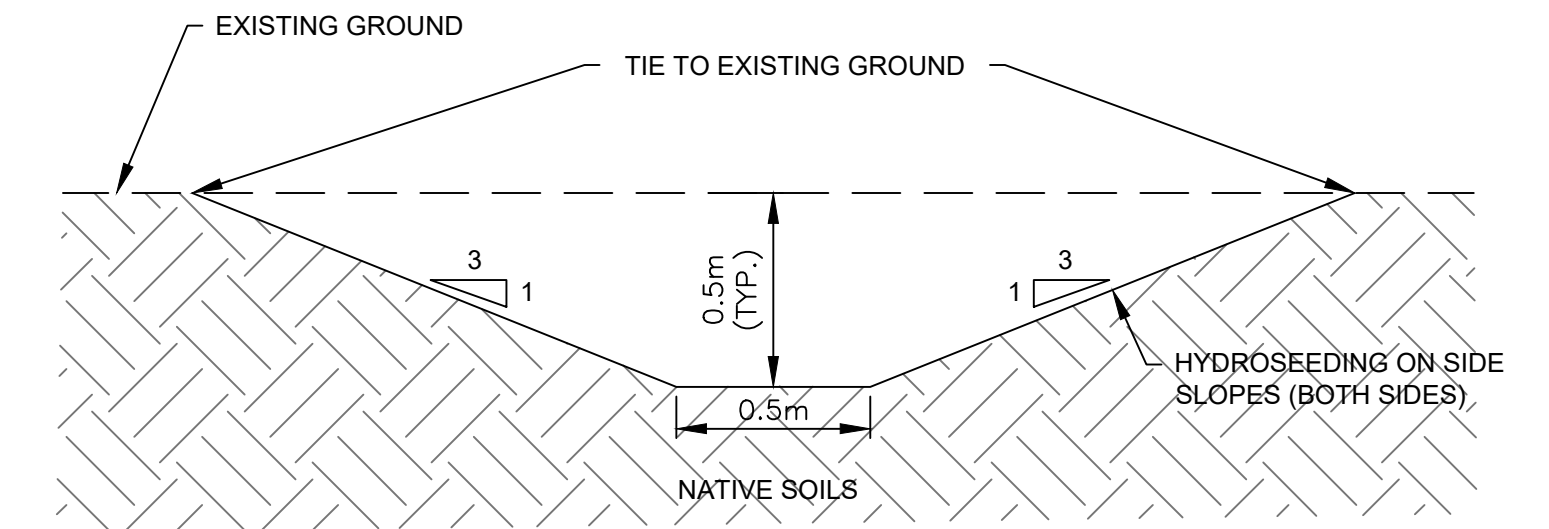
SHEET NO. C4



1
C4
DETAIL 1 - FINAL CELL CROSS-SECTION
NOT TO SCALE



2
C4
DETAIL 2- TIE TO EXISTING
NOT TO SCALE



NOTE: DITCH TO HAVE MINIMUM SLOPE OF 0.5% WEST TOWARDS EXISTING INFILTRATION BASIN

3
C4
DETAIL 3 - SOUTH PERIMETER DITCH
NOT TO SCALE

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|--------|----------|-------------|-------|
| DESIGN | BS | REVIEWED BY | PA |
| DRAWN | BS | CHECKED BY | PAVEL |
| DATE | FEB 2026 | | |
| SCALE | AS SHOWN | | |

REGIONAL DISTRICT OF FRASER-FORT GEORGE
VALEMOUNT LANDFILL FINAL CLOSURE

PROPOSED PROFILES AND DETAILS

PROJECT NO.
22-4974

SHEET NO.

C5

**APPENDIX O - CONTRACT AGREEMENT
AND GENERAL CONDITIONS**

(Refer to CCDC 4 2023)

Unit Price Contract

CCDC 4 — 2023

Name of the Work

Apply a CCDC 4 copyright seal here.

The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCDC 4 - 2023 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCDC 4 UNIT PRICE CONTRACT

TABLE OF CONTENTS

AGREEMENT BETWEEN OWNER AND CONTRACTOR

- A-1 The Work
- A-2 Agreements and Amendments
- A-3 Contract Documents
- A-4 Contract Price
- A-5 Payment
- A-6 Receipt of and Addresses for Notices in Writing
- A-7 Language of the Contract
- A-8 Succession

DEFINITIONS

- Change Directive
- Change Order
- Construction Equipment
- Consultant
- Contract
- Contract Documents
- Contract Price
- Contract Time
- Contractor
- Drawings
- Notice in Writing
- Owner
- Other Contractor
- Payment Legislation
- Place of the Work
- Product
- Project
- Ready-for-Takeover
- Schedule of Prices
- Shop Drawings
- Specifications
- Subcontractor
- Substantial Performance of the Work
- Supplemental Instruction
- Supplier
- Temporary Work
- Unit Price
- Value Added Taxes
- Work
- Working Day

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- GC 13.1 Indemnification
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AGREEMENT BETWEEN OWNER AND CONTRACTOR

For use when unit prices are the primary basis of payment.

This Agreement made on _____ day of _____ in the year _____.
by and between the parties

hereinafter called the “*Owner*”

and

hereinafter called the “*Contractor*”

The *Owner* and the *Contractor* agree as follows:

ARTICLE A-1 THE WORK

The *Contractor* shall:

1.1 perform the *Work* required by the *Contract Documents* for *(insert below the description or title of the Work)*

located at *(insert below the Place of the Work)*

for which the Agreement has been signed by the parties, and for which *(insert below the name of the Consultant)*

is acting as and is hereinafter called the “*Consultant*” and

1.2 do and fulfill everything indicated by the *Contract Documents*, and

1.3 commence the *Work* by the _____ day of _____ in the year _____ and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Ready-for-Takeover*, by the _____ day of _____ in the year _____.

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

2.1 The *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Work*, including the bid documents that are not expressly listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS.

2.2 The *Contract* may be amended only as provided in the *Contract Documents*.

ARTICLE A-3 CONTRACT DOCUMENTS

3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement – THE WORK:

- Agreement between *Owner* and *Contractor*
- Definitions
- General Conditions

*

** (Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; Schedule of Prices; Division 01 of the Specifications – GENERAL REQUIREMENTS; Project information that the Contractor may rely upon; technical Specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; Drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date; time schedule)*

ARTICLE A-4 CONTRACT PRICE

4.1 *Unit Prices* form the basis for payment of the *Contract Price*. Quantities in the *Schedule of Prices* are estimated. The estimated *Contract Price*, which is the total extended amount indicated in the *Schedule of Prices*, is:

/100 dollars \$

4.2 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

4.3 All amounts are in Canadian funds and exclude *Value Added Taxes*.

ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents* and *Payment Legislation*, and in accordance with legislation and statutory regulations respecting holdback percentages, the *Owner* shall:

- .1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* unless otherwise prescribed by *Payment Legislation* together with such *Value Added Taxes* as may be applicable to such payments,
- .2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
- .3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 Interest

.1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by adjudication, arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:

- (1) 2% per annum above the prime rate for the first 60 days.
- (2) 4% per annum above the prime rate after the first 60 days.

Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by
(*Insert name of chartered lending institution whose prime rate is to be used*)

for prime business loans as it may change from time to time.

.2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.2.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

6.1 *Notices in Writing* will be addressed to the recipient at the address set out below.

6.2 The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.

6.3 A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it will be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* will be deemed to have been received on the *Working Day* next following such day.

6.4 A *Notice in Writing* sent by any form of electronic communication will be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it will be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof.

6.5 An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

Owner

*name of Owner**

address

email address

Contractor

*name of Contractor**

address

email address

Consultant

*name of Consultant**

address

email address

** If it is intended that a specific individual must receive the notice, that individual's name shall be indicated.*

ARTICLE A-7 LANGUAGE OF THE CONTRACT

- 7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / French # language shall prevail.
Complete this statement by striking out inapplicable term.
- 7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

ARTICLE A-8 SUCCESSION

- 8.1 The *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

In witness whereof the parties hereto have executed this Agreement by the hands of their duly authorized representatives.

SIGNED AND DELIVERED
in the presence of:

WITNESS

OWNER

signature

name of Owner

name of person signing

signature

name and title of person signing

WITNESS

CONTRACTOR

signature

name of Contractor

name of person signing

signature

name and title of person signing

- N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:*
- (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or*
 - (b) the affixing of a corporate seal, this Agreement should be properly sealed.*

DEFINITIONS

The following Definitions shall apply to all *Contract Documents*.

Change Directive

A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.

Change Order

A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:

- a change in the *Work*;
- the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
- the extent of the adjustment in the *Contract Time*, if any.

Construction Equipment

Construction Equipment means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.

Consultant

The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*.

Contract

The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.

Contract Documents

The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS and amendments agreed upon between the parties.

Contract Price

The *Contract Price* is the sum of the products of the actual final quantities that are incorporated in or made necessary by the *Work*, multiplied by the appropriate *Unit Prices* stated in the *Schedule of Prices*, plus lump sums and allowances, if any.

Contract Time

The *Contract Time* is the time from commencement of the *Work* to the date of *Ready-for-Takeover* as stipulated in paragraph 1.3 of Article A-1 of the Agreement – THE WORK .

Contractor

The *Contractor* is the person or entity identified as such in the Agreement.

Drawings

The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.

Notice in Writing

A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

Owner

The *Owner* is the person or entity identified as such in the Agreement.

Other Contractor

Other Contractor means a contractor, other than the *Contractor* or a *Subcontractor*, engaged by the *Owner* for the *Project*.

Payment Legislation

Payment Legislation means such legislation, if any, in effect at the *Place of the Work* which governs payment under construction contracts.

Place of the Work

The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.

Product

Product or *Products* means material, machinery, equipment, and fixtures forming part of the *Work*, but does not include *Construction Equipment*.

Project

The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.

Ready-for-Takeover

Ready-for-Takeover shall have been attained when the conditions set out in paragraph 12.1.1 of GC 12.1 – READY-FOR-TAKEOVER have been met, as verified by the *Consultant* pursuant to paragraph 12.1.4.2 of GC 12.1 – READY-FOR-TAKEOVER.

Schedule of Prices

The *Schedule of Prices* is the schedule listed in Article A-3 – CONTRACT DOCUMENTS identifying items of work, units of measure, estimated quantities, and *Unit Prices*.

Shop Drawings

Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.

Specifications

The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.

Subcontractor

A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.

Substantial Performance of the Work

Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*.

Supplemental Instruction

A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models, or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.

Supplier

A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.

Temporary Work

Temporary Work means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.

Unit Price

A *Unit Price* is the amount payable for a single unit of *Work* as stated in the *Schedule of Prices*.

Value Added Taxes

Value Added Taxes means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by tax legislation.

Work

The *Work* means the total construction and related services required by the *Contract Documents*.

Working Day

Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

GENERAL CONDITIONS

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

- 1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.
- 1.1.2 The *Contract Documents* are complementary, and what is required by one shall be as binding as if required by all. Performance by the *Contractor* shall be required only to the extent consistent with the *Contract Documents*.
- 1.1.3 The *Contractor* shall review the *Contract Documents* for the purpose of facilitating co-ordination and execution of the *Work* by the *Contractor*.
- 1.1.4 The *Contractor* is not responsible for errors, omissions or inconsistencies in the *Contract Documents*. If there are perceived errors, omissions or inconsistencies discovered by or made known to the *Contractor*, the *Contractor* shall promptly report to the *Consultant* and shall not proceed with the work affected until the *Contractor* has received corrected or additional information from the *Consultant*.
- 1.1.5 If there is a conflict within the *Contract Documents*:
- .1 the order of priority of documents, from highest to lowest, shall be
 - the Agreement between *Owner* and *Contractor*,
 - the Definitions,
 - Supplementary Conditions,
 - the General Conditions,
 - Division 01 of the *Specifications*,
 - technical *Specifications*,
 - material and finishing schedules,
 - the *Drawings*.
 - .2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
 - .3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
 - .4 amended or later dated documents shall govern over earlier documents of the same type.
 - .5 noted materials and annotations shall govern over graphic indications.
- 1.1.6 Nothing contained in the *Contract Documents* shall create any contractual relationship between:
- .1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
 - .2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
- 1.1.7 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.8 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.9 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.
- 1.1.10 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant's* property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.
- 1.1.11 Physical models furnished by the *Contractor* at the *Owner's* expense are the property of the *Owner*.

GC 1.2 LAW OF THE CONTRACT

- 1.2.1 The law of the *Place of the Work* shall govern the interpretation of the *Contract*.

GC 1.3 RIGHTS AND REMEDIES

- 1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
- 1.3.2 No action or failure to act by the *Owner*, the *Consultant* or the *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC 1.4 ASSIGNMENT

- 1.4.1 Neither party to the *Contract* shall assign the *Contract* or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

- 2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.
- 2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Consultant* and the *Contractor*.

GC 2.2 ROLE OF THE CONSULTANT

- 2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.
- 2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to:
- .1 become familiar with the progress and quality of the *Work*,
 - .2 determine if the *Work* is proceeding in general conformity with the *Contract Documents*, and
 - .3 verify quantities of *Work* performed under a *Schedule of Prices* where *Unit Prices* form the basis for payment.
- 2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.
- 2.2.4 Based on the *Consultant's* observations and evaluation of the *Contractor's* applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement – PAYMENT, GC 5.3 – PAYMENT and GC 5.5 – FINAL PAYMENT.
- 2.2.5 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor's* failure to perform the *Work* in accordance with the *Contract Documents*.
- 2.2.6 Except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.
- 2.2.7 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.2.8 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.
- 2.2.9 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.10 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.
- 2.2.11 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.

- 2.2.12 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.
- 2.2.13 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other submittals by the *Contractor*, in accordance with the *Contract Documents*.
- 2.2.14 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 2.2.15 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* and verify that *Ready-for-Takeover* has been attained.
- 2.2.16 All certificates issued by the *Consultant* will be to the best of the *Consultant*'s knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.2.17 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner*'s acceptance.
- 2.2.18 If the *Consultant*'s engagement is terminated, the *Owner* shall immediately engage a *Consultant* against whom the *Contractor* makes no reasonable objection and whose duties and responsibilities under the *Contract Documents* will be that of the former *Consultant*.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

- 2.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.
- 2.3.2 If work is designated for measurement for payment, tests, inspections, or approvals in the *Contract Documents*, by the *Consultant*'s instructions, or by the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notification of when the work will be ready for measurements, tests, inspections, and approvals. The *Contractor* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.
- 2.3.3 The *Contractor* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.
- 2.3.4 If the *Contractor* covers, or permits to be covered, work that has been designated for measurement for payment, special tests, inspections, or approvals before such measurements, special tests, inspections, or approvals are made, given or completed, the *Contractor* shall, if so directed, uncover such work, have the measurements, special tests, inspections, and approvals satisfactorily completed, and make good covering work at the *Contractor*'s expense.
- 2.3.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.
- 2.3.6 The *Contractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Contractor* or is required by the laws or ordinances applicable to the *Place of the Work*.
- 2.3.7 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by others if such test or inspection is designated in the *Contract Documents*.

GC 2.4 DEFECTIVE WORK

- 2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work was incorporated in the *Work* or the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*.
- 2.4.2 The *Contractor* shall make good promptly *Other Contractors*' work destroyed or damaged by such corrections at the *Contractor*'s expense.
- 2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a finding.

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

- 3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.
- 3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

GC 3.2 CONSTRUCTION BY THE OWNER OR OTHER CONTRACTORS

- 3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to *Other Contractors* and to perform work with own forces.
- 3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Owner* shall:
- .1 provide for the co-ordination of the activities and work of *Other Contractors* and the *Owner's* own forces with the *Work* of the *Contract*;
 - .2 enter into separate contracts with *Other Contractors* under conditions of contract which are compatible with the conditions of the *Contract*;
 - .3 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 – INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and
 - .4 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of *Other Contractors* or the *Owner's* own forces.
- 3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Contractor* shall:
- .1 afford the *Owner* and *Other Contractors* reasonable opportunity to store their products and execute their work;
 - .2 co-ordinate and schedule the *Work* with the work of *Other Contractors* or the *Owner's* own forces that are identified in the *Contract Documents*;
 - .3 participate with *Other Contractors* and the *Owner* in reviewing their construction schedules when directed to do so; and
 - .4 report promptly to the *Consultant* in writing any apparent deficiencies in the work of *Other Contractors* or of the *Owner's* own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.
- 3.2.4 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of *Other Contractors* or *Owner's* own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 3.2.5 Disputes and other matters in question between the *Contractor* and *Other Contractors* shall be dealt with as provided in Part 8 of the General Conditions – DISPUTE RESOLUTION provided the *Other Contractors* have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any *Other Contractor* whose contract with the *Owner* contains a similar agreement to arbitrate. In the absence of *Other Contractors* having reciprocal obligations, disputes and other matters in question initiated by the *Contractor* against *Other Contractors* will be considered disputes and other matters in question between the *Contractor* and the *Owner*.
- 3.2.6 Should the *Owner*, the *Consultant*, *Other Contractors*, or anyone employed by them directly or indirectly be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

GC 3.3 TEMPORARY WORK

- 3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work* unless otherwise specified in the *Contract Documents*.
- 3.3.2 The *Contractor* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.

- 3.3.3 Notwithstanding the provisions of GC 3.1 – CONTROL OF THE WORK, paragraphs 3.3.1 and 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Contractor* shall not be held responsible for that part of the design or the specified method of construction. The *Contractor* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

GC 3.4 CONSTRUCTION SCHEDULE

- 3.4.1 The *Contractor* shall:
- .1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*;
 - .2 monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and
 - .3 advise the *Consultant* of any revisions required to the schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions – CHANGES IN THE WORK.

GC 3.5 SUPERVISION

- 3.5.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while the *Work* is being performed. The appointed representative shall not be changed except for valid reason.
- 3.5.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor's* appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.6 SUBCONTRACTORS AND SUPPLIERS

- 3.6.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:
- .1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
 - .2 incorporate the applicable terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and
 - .3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and any persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.
- 3.6.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.
- 3.6.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.
- 3.6.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the difference occasioned by such required change.
- 3.6.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.
- 3.6.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor's* or *Supplier's* work which has been certified for payment.

GC 3.7 LABOUR AND PRODUCTS

- 3.7.1 The *Contractor* shall maintain good order and discipline among the *Contractor's* employees engaged on the *Work* and employ only workers that are skilled in the tasks assigned.
- 3.7.2 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.

3.7.3 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.

GC 3.8 SHOP DRAWINGS

3.8.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.

3.8.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in accordance with an agreed schedule, or in the absence of an agreed schedule, in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of *Other Contractors* or the *Owner's* own forces.

3.8.3 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:

- .1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
- .2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.

3.8.4 The *Consultant's* review is for conformity to the design concept and for general arrangement only.

3.8.5 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.

3.8.6 The *Consultant's* review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.

3.8.7 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of the *Work* or costs included in such cash allowances shall be as described in the *Contract Documents*.

4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor's* overhead and profit in connection with such cash allowances.

4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.

4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, any unexpended amounts from other cash allowances shall be reallocated, at the *Consultant's* direction, to cover the shortfall, and, in that case, there shall be no additional amount added to the *Contract Price* for overhead and profit. Only where the actual cost of the *Work* under all cash allowances exceeds the total amount of all cash allowances shall the *Contractor* be compensated for the excess incurred and substantiated, plus an amount for overhead and profit on the excess only, as set out in the *Contract Documents*.

4.1.5 The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the *Contract Price* by *Change Order* without any adjustment for the *Contractor's* overhead and profit on such amount.

4.1.6 The value of the *Work* performed under a cash allowance is eligible to be included in progress payments.

4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the items called for under cash allowances must be ordered to avoid delaying the progress of the *Work*.

GC 4.2 CONTINGENCY ALLOWANCE

4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.

4.2.2 The contingency allowance includes the *Contractor's* overhead and profit in connection with such contingency allowance.

4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

- 5.1.1 The *Owner* shall, at the request of the *Contractor*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Contractor* reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*.
- 5.1.2 The *Owner* shall give the *Contractor Notice in Writing* of any material change in the *Owner's* financial arrangements to fulfill the *Owner's* obligations under the *Contract* during the performance of the *Contract*.

GC 5.2 APPLICATIONS FOR PAYMENT

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement – PAYMENT shall be submitted monthly to the *Owner* and the *Consultant* simultaneously as the *Work* progresses.
- 5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
- 5.2.3 As of the last day of the payment period, the amount claimed shall be:
- .1 the value of *Unit Price Work* performed, being the sum of the products of the actual quantities that are incorporated in or made necessary by the *Work*, multiplied by the appropriate *Unit Prices* stated in the *Schedule of Values*; plus
 - .2 the value of lump sum *Work* performed, proportionate to the amount of the lump sum item; plus
 - .3 the value of *Products* delivered to the *Place of the Work*.
- 5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the lump sum items of *Work*, aggregating the total amount of each lump sum item, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values for lump sum items of *Work* shall be made out in such form and supported by such evidence as the *Consultant* may reasonably require and when accepted by the *Consultant*, shall be used as the basis for applications for payment for lump sum items, unless it is found to be in error.
- 5.2.6 The *Contractor* shall include with each application for payment:
- .1 a statement based on the schedule of values for the lump sum items of *Work*; and
 - .2 quantity measurements and other evidence as requested by the *Consultant* for each *Unit Price* item.
- 5.2.7 Applications for payment shall comply with the provisions of *Payment Legislation*.
- 5.2.8 Each application for payment shall include evidence of compliance with workers' compensation legislation at the *Place of the Work* and after the first payment, a declaration by the *Contractor* as to the distribution made of the amounts previously received using document CCDC 9A 'Statutory Declaration'.
- 5.2.9 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PAYMENT

- 5.3.1 After receipt by the *Consultant* and the *Owner* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 – APPLICATIONS FOR PAYMENT:
- .1 The *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* certifies a different amount, or rejects the application or part thereof, the *Owner* shall promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*,
 - .2 The *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement – PAYMENT on or before 28 calendar days after the receipt by the *Owner* and the *Consultant* of the application for payment, and in any event, in compliance with *Payment Legislation*.
- 5.3.2 Where the basis of payment for an item is by *Unit Price*, quantities in progress payments shall be considered estimate until all *Work* required by that *Unit Price* item is complete.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

- 5.4.1 The *Consultant* will review the *Work* to certify or verify the validity of the application for *Substantial Performance of the Work* and will promptly, and in any event, no later than 20 calendar days after receipt of the *Contractor's* application:
- .1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or
 - .2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.
- 5.4.2 Where the holdback amount required by the applicable lien legislation has not been placed in a separate lien holdback account, the *Owner* shall, no later than 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.
- 5.4.3 Subject to the requirements of any *Payment Legislation*, all holdback amount prescribed by the applicable lien legislation for the *Work* shall become due and payable to the *Contractor* no later than 10 *Working Days* following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*.
- 5.4.4 The *Contractor* shall submit an application for payment of the lien holdback amount in accordance with GC 5.3 –PAYMENT.
- 5.4.5 Where legislation permits progressive release of the holdback for a portion of the *Work* and the *Consultant* has certified or verified that the part of the *Work* has been performed prior to *Substantial Performance of the Work*, the *Owner* hereby agrees to release, and shall release, such portion to the *Contractor* in accordance with such legislation.
- 5.4.6 Notwithstanding any progressive release of the holdback, the *Contractor* shall ensure that such parts of the *Work* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when the holdback was released.

GC 5.5 FINAL PAYMENT

- 5.5.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.
- 5.5.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and when the *Consultant* finds the *Contractor's* application for final payment valid, the *Consultant* will promptly issue a final certificate for payment to the *Owner*, with a copy to the *Contractor*.
- 5.5.3 If the *Consultant* rejects the application or part thereof, the *Owner* will promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.
- 5.5.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 – WORKERS' COMPENSATION, and any legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement – PAYMENT and in any event, in compliance with *Payment Legislation*.

GC 5.6 DEFERRED WORK

- 5.6.1 If because of climatic or other conditions reasonably beyond the control of the *Contractor*, or if the *Owner* and the *Contractor* agree that, there are items of work that must be deferred, payment in full for that portion of the *Work* which has been performed as certified by the *Consultant* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portion of the *Work* is finished, only such an amount that the *Consultant* determines is sufficient and reasonable to cover the cost of performing such deferred *Work*.

GC 5.7 NON-CONFORMING WORK

- 5.7.1 No payment by the *Owner* under the *Contract* nor partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Work* or *Products* which are not in accordance with the requirements of the *Contract Documents*.

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

- 6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:
- .1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and
 - .2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.
- 6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

GC 6.2 CHANGE ORDER

- 6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present to the *Consultant*, in a form that can be reasonably evaluated, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.
- 6.2.2 The method of adjustment of the *Contract Price* presented by the *Contractor* may be:
- .1 *Unit Prices* listed in the *Schedule of Prices* that are applicable to the change in the *Work* or, if *Unit Prices* listed in the *Schedule of Prices* are not directly applicable, by unit prices deduced or extrapolated from such *Unit Prices*,
 - .2 a lump sum or unit price quotation, or
 - .3 the cost plus method.
- 6.2.3 When the *Owner* and the *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the applications for progress payment.

GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.
- 6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- .1 If the change results in a net increase in the *Contractor's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor's* cost, plus the *Contractor's* percentage fee on such net increase.
 - .2 If the change results in a net decrease in the *Contractor's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor's* cost, without adjustment for the *Contractor's* percentage fee.
 - .3 The *Contractor's* fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following in as much as it contributes directly to the implementation of the *Change Directive*:

Labour

- .1 rates that are listed in the schedule or as agreed by the *Owner* and the *Contractor* including wages, benefits, compensation, contributions, assessments, or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan for:
 - (1) trade labour in the direct employ of the *Contractor*;
 - (2) the *Contractor's* personnel when stationed at the field office;
 - (3) the *Contractor's* personnel engaged at shops or on the road, in expediting the production or transportation of materials or equipment; and

- (4) the *Contractor's* office personnel engaged in a technical capacity, or other personnel identified in Article A-3 of the Agreement – CONTRACT DOCUMENTS for the time spent in the performance of the *Work*.

Products, Construction Equipment and Temporary Work

- .2 cost of all *Products* including cost of transportation thereof;
- .3 in the absence of agreed rates, cost less salvage value of *Construction Equipment, Temporary Work* and tools, exclusive of hand tools under \$1,000 owned by the *Contractor*;
- .4 rental cost of *Construction Equipment, Temporary Work* and tools, exclusive of hand tools under \$1,000;
- .5 cost of all equipment and services required for the *Contractor's* field office;

Subcontract

- .6 subcontract amounts of *Subcontractor* with pricing mechanism approved by the *Owner*;

Others

- .7 travel and subsistence expenses of the *Contractor's* personnel described in paragraph 6.3.7.1;
- .8 deposits lost provided that they are not caused by negligent acts or omissions of the *Contractor*;
- .9 cost of quality assurance such as independent inspection and testing services;
- .10 charges levied by authorities having jurisdiction at the *Place of the Work*;
- .11 royalties, patent license fees, and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 – PATENT FEES;
- .12 premium for all contract securities and insurance for which the *Contractor* is required, by the *Contract Documents*, to provide, maintain and pay in relation to the performance of the *Work*;
- .13 losses and expenses sustained by the *Contractor* for matters which are the subject of insurance under the policies prescribed in GC 11.1 – INSURANCE when such losses and expenses are not recoverable because the amounts are in excess of collectible amounts or within the deductible amounts;
- .14 taxes and duties, other than *Value Added Taxes*, income, capital, or property taxes, relating to the *Work* for which the *Contractor* is liable;
- .15 charges for voice and data communications, courier services, expressage, transmittal and reproduction of documents, and petty cash items;
- .16 cost for removal and disposal of waste products and debris;
- .17 legal costs, incurred by the *Contractor*, in relation to the performance of the *Work* provided that they are not:
 - (1) relating to a dispute between the *Owner* and the *Contractor* unless such costs are part of a settlement or awarded by arbitration or court,
 - (2) the result of the negligent acts or omissions of the *Contractor*, or
 - (3) the result of a breach of this *Contract* by the *Contractor*;
- .18 cost of auditing when requested by the *Owner*; and
- .19 cost of *Project* specific information technology in accordance with the method determined by the parties.

6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* performance of the *Work* attributable to the *Change Directive* shall be borne by the *Contractor*.

6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof.

6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor's* pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.

6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.

6.3.12 If the *Owner* and the *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for a finding.

6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- 6.4.1 If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:
- .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* and differ materially from those indicated in the *Contract Documents*; or
 - .2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,
- then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.
- 6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Owner*, through the *Consultant*, shall issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.
- 6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will promptly inform the *Owner* and the *Contractor* in writing.
- 6.4.4 The *Contractor* shall not be entitled to an adjustment in the *Contract Price* or the *Contract Time* if such conditions were reasonably apparent prior to the time of bid closing.

GC 6.5 DELAYS

- 6.5.1 If the *Contractor* is delayed in the performance of the *Work* by the *Owner*, the *Consultant*, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, resulting in the failure of the *Contractor* to attain *Ready-for-Takeover* by the date stipulated in Article A-1 of the Agreement – THE WORK, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),
 - .2 fire, unusual delay by common carriers or unavoidable casualties,
 - .3 abnormally adverse weather conditions, or
 - .4 any cause beyond the *Contractor's* control other than one resulting from a default or breach of *Contract* by the *Contractor*,
- then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, the *Consultant* or anyone employed or engaged by them directly or indirectly.
- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.
- 6.5.5 If no schedule is made under paragraph 2.2.12 of GC 2.2 – ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

- 6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.

- 6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
- .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
 - .2 keep such records as may be necessary to support the claim.
- 6.6.3 Within 30 *Working Days* after commencement of the event or series of events giving rise to the claim, or such other reasonable time as may be agreed by the *Consultant*, the party making the claim shall submit to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based and the *Consultant* will make a finding upon such claim.
- 6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.
- 6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION.

GC 6.7 QUANTITY VARIATIONS

- 6.7.1 The *Owner* or the *Contractor* may request an adjustment to a *Unit Price* contained in the *Schedule of Prices* provided that the actual quantity of the item in the *Schedule of Prices* exceeds or falls short of the estimated quantity by more than 15%.
- 6.7.2 Where the actual quantity exceeds the estimated quantity by more than 15%, a *Unit Price* adjusted pursuant to paragraph 6.7.1 shall apply only to the quantity that exceeds 115% of the estimated quantity.
- 6.7.3 Where the actual quantity falls short of the estimated quantity by more than 15%, a *Unit Price* adjusted pursuant to paragraph 6.7.1 shall not exceed the *Unit Price* that would cause the extended amount to equal the original extended amount derived from the original *Unit Price* and estimated quantity.
- 6.7.4 If either party requests adjustment of a *Unit Price*, both parties shall make all reasonable efforts to agree on a revised *Unit Price*. The agreed revised *Unit Price* shall be recorded in a *Change Order*.
- 6.7.5 If agreement on a revised *Unit Price* is not reached, the matter shall be subject to final determination in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. Pending determination of the revised *Unit Price*, payment for the *Work* performed shall be included in progress payments based on the unrevised *Unit Price*.

PART 7 DEFAULT NOTICE

GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

- 7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor's* right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.1.2 If the *Contractor* neglects to perform the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* which provides the detail of such neglect to perform the *Work* properly or such failure to comply with the requirements of the *Contract* to a substantial degree, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor Notice in Writing*, containing particulars of the default including references to applicable provisions of the *Contract*, that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.
- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:
- .1 commences the correction of the default within the specified time,
 - .2 provides the *Owner* with an acceptable schedule for such correction, and
 - .3 corrects the default in accordance with the *Contract* terms and with such schedule.

- 7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may by giving *Notice in Writing*:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* for the *Work* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
 - .2 terminate the *Contractor*'s right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5 If the *Owner* terminates the *Contractor*'s right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
- .1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense,
 - .2 withhold further payment to the *Contractor* until a final certificate for payment is issued,
 - .3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant*'s additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 – WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and
 - .4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor*'s work under GC 12.3 – WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.
- 7.1.6 The *Contractor*'s obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue in force after such termination of the *Contract*.

GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

- 7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner*'s insolvency, or if a receiver is appointed because of the *Owner*'s insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* *Notice in Writing* to that effect.
- 7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner*'s contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner*'s obligations under the *Contract*,
 - .2 the *Consultant* fails to issue a certificate as provided in Part 5 of the General Conditions – PAYMENT,
 - .3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by adjudication, arbitration or court, or
 - .4 the *Owner* fails to comply with the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, gives a written statement to the *Owner* and the *Contractor* that provides detail of such failure to comply with the requirements of the *Contract* to a substantial degree.
- 7.2.4 The *Contractor*'s *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.
- 7.2.5 If the *Contractor* terminates the *Contract* by giving a *Notice in Writing* to the *Owner* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC 2.2 – ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions – DISPUTE RESOLUTION.
- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.3.3 to 8.3.8 of GC 8.3 – NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.4 – RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.
- 8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 ADJUDICATION

- 8.2.1 Nothing in this *Contract* shall be deemed to affect the rights of the parties to resolve any dispute by adjudication as may be prescribed by applicable legislation.

GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.3.1 In accordance with the rules for mediation as provided in CCDC 40 ‘Rules for Mediation and Arbitration of Construction Industry Disputes’ in effect at the time of bid closing, the parties shall appoint a Project Mediator
- .1 within 20 *Working Days* after the *Contract* was awarded, or
 - .2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.
- 8.3.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 – ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.3.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 8.3.4 After a period of 10 *Working Days* following receipt of a responding party’s *Notice in Writing* of reply under paragraph 8.3.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the rules for mediation as provided in CCDC 40 in effect at the time of bid closing.
- 8.3.5 If the dispute has not been resolved at the mediation or within such further period as is agreed by the parties, the Project Mediator will terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.
- 8.3.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.3.5, either party may refer the dispute to be finally resolved by arbitration under the rules of arbitration as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.3.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.3.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.3.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.

- 8.3.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.3.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.3.6 shall be:
- .1 held in abeyance until:
 - (1) *Ready-for-Takeover*,
 - (2) the *Contract* has been terminated, or
 - (3) the *Contractor* has abandoned the *Work*, whichever is earlier; and
 - .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.3.6.

GC 8.4 RETENTION OF RIGHTS

- 8.4.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions – DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.
- 8.4.2 Nothing in Part 8 of the General Conditions – DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.3.6 of GC 8.3 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

- 9.1.1 The *Contractor* shall protect the *Work*, the *Owner's* property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Contractor's* operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
- .1 errors or omissions in the *Contract Documents*; or
 - .2 acts or omissions by the *Owner*, the *Consultant*, *Other Contractors*, or their agents and employees.
- 9.1.2 Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the *Contract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.
- 9.1.3 Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner's* property or property adjacent to the *Place of the Work*, the *Contractor* shall be responsible for making good such damage at the *Contractor's* expense.
- 9.1.4 Should damage occur to the *Work* or the *Owner's* property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner's* property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

- 9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
 - .2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substance exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless any toxic or hazardous substance which was present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.5 If the *Contractor*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or

- .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall
 - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substance exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
 - .4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.
- 9.2.6 If the *Owner* and the *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.2.7 If the *Owner* and the *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:
- .1 take all steps as required under paragraph 9.2.4;
 - .2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;
 - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
 - .4 indemnify the *Contractor* as required by GC 13.1 – INDEMNIFICATION.
- 9.2.8 If the *Owner* and the *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;
 - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
 - .4 indemnify the *Owner* as required by GC 13.1 – INDEMNIFICATION.
- 9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

GC 9.3 ARTIFACTS AND FOSSILS

- 9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place of the Work* shall, as between the *Owner* and the *Contractor*, be deemed to be the absolute property of the *Owner*.
- 9.3.2 The *Contractor* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items.
- 9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Owner*, through the *Consultant*, shall issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.

GC 9.4 CONSTRUCTION SAFETY

- 9.4.1 The *Contractor* shall be responsible for establishing, initiating, maintaining, and supervising all health and safety precautions and programs in connection with the performance of the *Work* in accordance with the applicable health and safety legislation.
- 9.4.2 The *Owner* and the *Contractor* shall comply with all health and safety precautions and programs established at the *Place of the Work*.
- 9.4.3 The *Owner* and the *Contractor* shall comply with the rules, regulations and practices required by the applicable health and safety legislation.

9.4.4 The *Owner* shall cause the *Consultant*, *Other Contractors* and the *Owner's* own forces to comply with all health and safety precautions and programs established by the *Contractor* at the *Place of the Work*.

9.4.5 Nothing in this Contract shall affect the determination of liability under the applicable health and safety legislation.

GC 9.5 MOULD

9.5.1 If the *Contractor* or the *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,

- .1 the observing party shall promptly report the circumstances to the other party in writing,
- .2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and
- .3 if the *Owner* and the *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.

9.5.2 If the *Owner* and the *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor's* operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor's* own expense:

- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould,
- .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY,
- .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
- .4 indemnify the *Owner* as required by GC 13.1 – INDEMNIFICATION.

9.5.3 If the *Owner* and the *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor's* operations under the *Contract*, the *Owner* shall promptly, at the *Owner's* own expense:

- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould,
- .2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 – PROTECTION OF WORK AND PROPERTY,
- .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and
- .4 indemnify the *Contractor* as required by GC 13.1 – INDEMNIFICATION.

9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 – MOULD.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Owner* to the *Contractor* as stipulated in Article A-4 of the Agreement – CONTRACT PRICE.

10.1.2 Any increase or decrease in costs to the *Contractor* due to changes in taxes and duties after the time of the bid closing shall increase or decrease the *Contract Price* accordingly.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

10.2.1 The laws of the *Place of the Work* shall govern the *Work*.

10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.

10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.

- 10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.
- 10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will issue the changes required to the *Contract Documents* as provided in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
- 10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.3 PATENT FEES

- 10.3.1 The *Contractor* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Contractor* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor*’s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Contractor* or anyone for whose acts the *Contractor* may be liable.
- 10.3.2 The *Owner* shall hold the *Contractor* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor*’s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the physical model, plan or design of which was supplied to the *Contractor* as part of the *Contract*.

GC 10.4 WORKERS’ COMPENSATION

- 10.4.1 Prior to commencing the *Work*, and again with the *Contractor*’s applications for payment, the *Contractor* shall provide evidence of compliance with workers’ compensation legislation at the *Place of the Work*.

PART 11 INSURANCE

GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 13.1 – INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the requirements of which are specified in CCDC 41 ‘CCDC Insurance Requirements’ in effect at the time of bid closing except as hereinafter provided:
- .1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Ready-for-Takeover*. Liability coverage shall be provided for completed operations hazards from the date of *Ready-for-Takeover*, as set out in the certificate of *Ready-for-Takeover*, on an ongoing basis for a period of 6 years following *Ready-for-Takeover*.
 - .2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.
 - .3 Unmanned aerial vehicle aircraft, manned aircraft or watercraft Liability Insurance when owned or non-owned manned or unmanned aircraft or watercraft are used directly or indirectly in the performance of the *Work*.
 - .4 “Broad form” property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The “Broad form” property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
 - (1) 10 calendar days after the date of *Ready-for-Takeover*;
 - (2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*; and

- (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
 - .5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Ready-for-Takeover*.
 - .6 The “Broad form” property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
 - (1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;
 - (2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner*’s interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor*’s interest in the restoration of the *Work*; and
 - (3) to the *Work* arising from the work of the *Owner*, the *Owner*’s own forces or *Other Contractors*, the *Owner* shall, in accordance with the *Owner*’s obligations under the provisions relating to construction by the *Owner* or *Other Contractors*, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.
 - .7 Contractors’ Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.
 - .8 Contractors’ Pollution Liability Insurance from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.
- 11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.
- 11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.
- 11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.
- 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
- 11.1.6 If a revised version of CCDC 41 is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor*’s insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
- 11.1.7 If a revised version of CCDC 41 is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a *Change Order*.
- 11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41.

PART 12 OWNER TAKEOVER

GC 12.1 READY-FOR-TAKEOVER

- 12.1.1 The prerequisites to attaining *Ready-for-Takeover* of the *Work* are limited to the following:
- .1 The *Consultant* has certified or verified the *Substantial Performance of the Work*.
 - .2 Evidence of compliance with the requirements for occupancy or occupancy permit as prescribed by the authorities having jurisdiction.
 - .3 Final cleaning and waste removal at the time of applying for *Ready-for-Takeover*, as required by the *Contract Documents*.
 - .4 The delivery to the *Owner* of such operations and maintenance documents reasonably necessary for immediate operation and maintenance, as required by the *Contract Documents*.
 - .5 Make available a copy of the as-built drawings completed to date on site.
 - .6 Startup, testing required for immediate occupancy, as required by the *Contract Documents*.

- .7 Ability to secure access to the *Work* has been provided to the *Owner*, if required by the *Contract Documents*.
 - .8 Demonstration and training, as required by the *Contract Documents*, is scheduled by the *Contractor* acting reasonably.
- 12.1.2 If any prerequisites set forth in paragraphs 12.1.1.3 to 12.1.1.6 must be deferred because of conditions reasonably beyond the control of the *Contractor*, or by agreement between the *Owner* and the *Contractor* to do so, *Ready-for-Takeover* shall not be delayed.
- 12.1.3 When the *Contractor* considers that the *Work* is *Ready-for-Takeover*, the *Contractor* shall deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for *Ready-for-Takeover* for review. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.
- 12.1.4 The *Consultant* will review the *Work* to verify the validity of the application and will promptly, and in any event, no later than 10 calendar days after receipt of the *Contractor*'s list and application:
- .1 advise the *Contractor* in writing that the *Work* is not *Ready-for-Takeover* and give reasons why, or
 - .2 confirm the date of *Ready-for-Takeover* in writing to each of the *Owner* and the *Contractor*.
- 12.1.5 Immediately following the confirmation of the date of *Ready-for-Takeover*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.
- 12.1.6 The provision of GC 12.1 – READY-FOR-TAKEOVER shall be subject to GC 12.2 – EARLY OCCUPANCY BY THE OWNER.

GC 12.2 EARLY OCCUPANCY BY THE OWNER

- 12.2.1 The *Owner* may take occupancy of a part or the entirety of the *Work* before *Ready-for-Takeover* has been attained only as agreed by the *Contractor* which agreement shall not be unreasonably withheld.
- 12.2.2 The *Owner* shall not occupy a part or the entirety of the *Work* without prior approval by authorities having jurisdiction.
- 12.2.3 If the *Owner* takes occupancy of a part of the *Work* before *Ready-for-Takeover* has been attained:
- .1 The part of the *Work* which is occupied shall be deemed to have been taken over by the *Owner* as from the date on which it is occupied.
 - .2 The *Contractor* shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the *Owner*.
 - .3 The warranty period specified in paragraph 12.3.1 of GC 12.3 – WARRANTY for that part of the *Work* shall start from the date on which it is occupied.
- 12.2.4 If the *Owner* takes occupancy of the entirety of the *Work* before all the prerequisites are met as described in paragraph 12.1.1 of GC 12.1 – READY-FOR-TAKEOVER, the *Work* shall, subject to the requirements of the applicable lien legislation, be deemed to achieve *Ready-for-Takeover*. This shall not relieve the *Contractor*'s responsibility to complete the *Work* in a timely manner.

GC 12.3 WARRANTY

- 12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date when *Ready-for-Takeover* has been attained.
- 12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.
- 12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.
- 12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor*'s expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.
- 12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.
- 12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor*'s responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

PART 13 INDEMNIFICATION AND WAIVER

GC 13.1 INDEMNIFICATION

13.1.1 Without restricting the parties' obligation to indemnify respecting toxic and hazardous substances, patent fees and defect in title claims all as described in paragraphs 13.1.4 and 13.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:

- .1 caused by:
 - (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose negligent acts or omissions that party is liable, or
 - (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
- .2 made by *Notice in Writing* within a period of 6 years from the *Ready-for-Takeover* date or within such shorter period as may be prescribed by any limitation statute of the Province or Territory of the *Place of the Work*.

The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.

13.1.2 The obligation of either party to indemnify as set forth in paragraph 13.1.1 shall be limited as follows:

- .1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the minimum liability insurance limit for one occurrence, of the applicable insurance policy, as referred to in CCDC 41 in effect at the time of bid closing.
- .2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
- .3 In respect to indemnification by a party against the other with respect to losses suffered by them, such obligation shall be restricted to direct loss and damage, and neither party shall have any liability to the other for indirect, consequential, punitive or exemplary damages.
- .4 In respect to indemnification respecting claims by third parties, the obligation to indemnify is without limit.

13.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 13.1.1 and 13.1.2 shall be inclusive of interest and all legal costs.

13.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

13.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:

- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
- .2 arising out of the *Contractor*'s performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.

13.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:

- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based become known; and
- .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC 13.2 WAIVER OF CLAIMS

13.2.1 Subject to any lien legislation applicable to the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* under the *Contract*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the *Ready-for-Takeover* date, except as follows:

- .1 claims arising prior to or on the *Ready-for-Takeover* date for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than 5 calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work* or 20 calendar days following the *Ready-for-Takeover* date, whichever is later;
- .2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;

- .3 claims respecting toxic and hazardous substances, patent fees and defect in title matters for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 13.1.4 or 13.1.5 of GC 13.1 – INDEMNIFICATION; and
 - .4 claims resulting from acts or omissions which occur after the *Ready-for-Takeover* date.
- 13.2.2 The *Contractor* waives and releases the *Owner* from all claims resulting from acts or omissions which occurred after the *Ready-for-Takeover* date except for:
- .1 indemnification respecting third party claims, and claims respecting toxic and hazardous substances, patent fees and defect in title matters, all as referred in paragraphs 13.2.1.2 and 13.2.1.3; and
 - .2 claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the *Ready-for-Takeover* date.
- 13.2.3 Subject to any lien legislation applicable to the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* under the *Contract*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the *Ready-for-Takeover* date, except as follows:
- .1 claims arising prior to or on the *Ready-for-Takeover* date for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than 20 calendar days following the *Ready-for-Takeover* date;
 - .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;
 - .3 claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 13.1.4 of GC 13.1 – INDEMNIFICATION;
 - .4 damages arising from the *Contractor*'s actions which result in substantial defects or deficiencies in the *Work*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
 - .5 claims arising pursuant to GC 12.3 – WARRANTY; and
 - .6 claims arising from acts or omissions which occur after the *Ready-for-Takeover* date.
- 13.2.4 Respecting claims arising upon substantial defects and deficiencies in the *Work*, as referenced in paragraph 13.2.3.4, and notwithstanding paragraph 13.2.3.5, the *Owner* waives and releases the *Contractor* from all claims except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the *Ready-for-Takeover* date, provided that any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, the time within which any such claim may be brought shall be such shorter period as may be prescribed by any limitation statute of the Province or Territory of the *Place of the Work*.
- 13.2.5 The *Owner* waives and releases the *Contractor* from all claims arising from acts or omissions which occur after the *Ready-for-Takeover* date, except for:
- .1 indemnification for claims advanced against the *Owner* by third parties, as referenced in paragraph 13.2.3.2;
 - .2 claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor*, as referenced in paragraph 13.2.3.3;
 - .3 claims arising under GC 12.3 – WARRANTY; and
 - .4 claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the *Ready-for-Takeover* date.
- 13.2.6 "Notice in Writing of claim" as provided for in GC 13.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 13.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of an intention to claim;
 - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
 - .3 a statement of the estimated quantum of the claim.
- 13.2.7 A claim for lien asserted under the lien legislation prevailing at the *Place of the Work* shall qualify as notice of claim for the purposes of this *Contract*.
- 13.2.8 The party giving the *Notice in Writing* of claim as provided for in GC 13.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.
- 13.2.9 Where the event or series of events giving rise to a claim made under paragraphs 13.2.1 or 13.2.3 has a continuing effect, the detailed account submitted under paragraph 13.2.8 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which such claim is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 13.2.10 Nothing in GC 13.2 – WAIVER OF CLAIMS shall be deemed to affect the rights of the parties under any lien legislation or limitations legislation prevailing at the *Place of the Work*.

APPENDIX P - SUPPLEMENTAL GENERAL CONDITIONS

SGC.1 GENERAL

These Supplementary General Conditions modify, delete or add to the General Conditions of the Contract. In the event of a conflict between the General Conditions and the Supplementary General Conditions, the Supplementary General Conditions take precedence. Clauses of the General Conditions that have not been specifically modified shall remain in effect.

SGC.2 DEFINITIONS

Owner - means the Regional District of Fraser-Fort George.

Engineer or Consultant - means Dillon Consulting Ltd.

Contractor(s) - means the person or entity identified as such in the Agreement. The term Contractor means the Contractor or the Contractor's authorized representative as designated to the Owner in writing.

Site - means the Valemound Regional Landfill.

Work(s) - means the work(s) related to the construction of the final closure of the Valemound Regional Landfill.

SGC.3 DOCUMENTS

In addition to the signed copy of the contract, the Owner shall furnish to the Contractor, without charge, three copies of the drawings and specifications.

SGC.4 CONTRACTOR USE OF SITE

Limit use of the Site to allow Owner and Site Operator's occupancy.

Construction Operations: Limited to areas noted on the Drawings.

As time is of the essence and the construction window is limited, tenderers are encouraged to submit schedules that maximize all possible construction days. The Owner will not be responsible for any overtime incurred by the employees of the Contractor

SGC.5 OWNER OCCUPANCY

Owner and Site Operator will occupy the Site during the entire period of construction for the conduct of normal operations.

Contractor will cooperate with Owner to minimize conflict, and to facilitate Owner's operations.

Contractor will schedule the Works to accommodate this requirement.

SGC.6 CONSTRUCTION DURING INCLEMENT WEATHER

- (a) When unfavorable weather, soil, drainage, or other unsuitable construction conditions exist, continue operations which will not be adversely affected by such conditions. Do not construct or cause to be constructed any portion of the Works under conditions which would adversely affect

the quality of the Works, or result in slope instability, unless special means or precautions are taken to perform the Works in a proper and satisfactory manner.

- (b) The Owner may order the Contractor to cease certain operations due to inclement weather at any time.
- (c) There will be no extensions to the Construction Schedule granted, unless approved by the Owner in writing on account of delays caused by abnormal weather. No extra compensation payable will be considered. Any costs incurred by the Contractor to accelerate the Work in order to achieve the Construction Schedule will be borne solely by the Contractor.

SGC.7 TIME IS OF THE ESSENCE

Time is of the essence in the performance of this Contract. In the event of schedule delay greater than one week, as determined by the Engineer, the Owner shall have the right to require the Contractor:

- (a) To increase the personnel or have existing personnel work overtime for work done by their own forces or for work done by their Subcontractor to complete the work on schedule, at the Contractor's expense;
- (b) To arrange for the work of his suppliers to be accelerated through an increase in manpower or through overtime work, or both, or pay additional premiums as necessary to have manufactured components arrive and be installed at the site on schedule, at the Contractor's expense;
- (c) To remove the Subcontractor that is the cause of the delay and replace with another Subcontractor acceptable to the Owner;
- (d) To provide additional supervision as necessary.

The Contractor shall comply with such direction and shall bear any additional costs associated by compliance.

The provision of such direction to take corrective action shall not diminish the Owner's rights and remedies under other provisions of the Contract.

SGC.8 SUBSURFACE CONDITIONS

For borehole logs refer to Appendix S.

SGC.9 ENVIRONMENTAL PROTECTION AND SUSTAINABILITY

The Contractor shall give prime consideration to protecting the environment during all stages of construction and shall cooperate fully with the Owner, Owner's Representative, and local authorities to protect the natural environment.

Inspectors from other authorities having jurisdiction may make periodic visits to the Site during construction. They have authority to order the Contractor to stop work if in their opinion work is not being completed in accordance with existing regulations and approvals applicable to Work. The Contractor must provide at all times proper facilities for safe access to the Work by authorized officials.

SGC.10 PERFORMANCE SECURITY

The successful bidder shall deposit, with the Regional District, when signing the Contract, the following:

(a) Performance Bond

A Performance Bond in the amount of fifty percent (50%) of the tendered price; and a

(b) Labour and Materials Payment Bond

A Labour and Materials Payment Bond in the amount of fifty percent (50%) of the tendered price.

In the event of any breach, default, or non-performance by the successful bidder causing loss to the Regional District, then the Regional District may enforce the Labour and Materials Payment Bond, and/or Performance Bond as liquidated damages.

All bonds must be issued by a Surety Company authorized to do business in the Province of British Columbia.

SGC.11 PRIME CONTRACTOR

Where the Work involves a multiple-employer workplace, the Regional District may designate one Contractor as the Prime Contractor pursuant to the Workers Compensation Act and WorkSafeBC OHS Regulation Part 20.

If agreeable to the prospective designation, the Contractor may complete the Prime Contractor Agreement included as Appendix U.

The Contractor designated as Prime Contractor will assume all responsibilities described in OHSR 20.3–20.5 and shall ensure the coordination of all health and safety activities at the Worksite.”

SGC.12 NOTICE OF PROJECT (NOP)

The Contractor, as the designated Prime Contractor, shall be responsible for filing a Notice of Project (NOP) with WorkSafeBC prior to commencing the Work, as required under WorkSafeBC Occupational Health and Safety Regulation Part 20. The NOP shall include all information required by WorkSafeBC, including project details, project schedule, Prime Contractor contact information, site hazards, emergency procedures, and any additional documentation required.

SGC.13 ALLOWANCES AND CONTINGENCIES

(Modifies GC 4.2 Contingency Allowance)

4.2.6 Owner Internal Contingency

The Owner may maintain an internal Owner Controlled Contingency Reserve for its own budgeting purposes. This reserve is an internal financial planning tool only; it is not part of the Contract Price, does not constitute a cash allowance or contingency allowance under CCDC 4, and shall not create any entitlement for the Contractor to claim payment. Any adjustments to the Contract Price related to matters funded from this reserve shall occur only through a Change Order or Change Directive issued in accordance with Part 6 of the General Conditions

SGC.14 CHANGES IN THE WORK

14.1 Changes to the Work

The Regional District, through the Consultant, may make changes to the Work by altering, adding to, or deducting from the Work, without invalidating the Contract. The Contractor shall proceed with such changed Work when directed, and all such Work shall be executed in accordance with the Contract.

14.2 Owner Controlled Contingency

The Regional District will maintain an Owner Controlled Contingency Reserve of 10% of Contract Price for the purpose of managing reasonable adjustments to the Work arising during the performance of the Contract. This reserve is not part of the Contract Price, is not a contingency allowance under CCDC4-2023 GC 4.2 and is not payable to the Contractor except as authorized through a Change Order or Change Directive in accordance with CCDC4-2023 Part 6 – Changes in the Work.

Requests by the Contractor for changes to the Work shall be submitted in accordance with the Contract and shall comply with the Regional District of Fraser Fort George Delegation Bylaw No. 3276, as amended by Bylaw No. 3339.

The Regional District will consider such requests having regard to the available Contingency Reserve and the overall project budget.

The Contractor acknowledges that the Regional District intends, but is not obligated, to manage adjustments to the Work within its approved project budget and may approve, defer, or decline changes accordingly.

14.3 Change Orders

No change to the Work shall be undertaken by the Contractor unless authorized by a Change Order prepared by the Consultant and signed by both the Regional District and the Contractor, or by a Change Directive issued by the Regional District through the Consultant.

The Regional District will evaluate proposed changes to the Work and may, acting reasonably, authorize changes where appropriate.

14.4 Weather Related Work Adjustments

The Contractor shall comply with any safety-based direction to temporarily stop or modify Work operations where adverse weather conditions create a risk to the integrity of the Work or to safety. Such direction shall be determined jointly by the Regional District's Project Manager and the Contractor's Superintendent.

APPENDIX Q – SITE SURVEY

APPENDIX R – SITE PERMIT



MINISTRY OF ENVIRONMENT,
LANDS AND PARKS

PERMIT
PR-02465

DRAFT COPY

Under the Provisions of the Waste Management Act

Village of Valemount

P.O. Box 168

Valemount, British Columbia

VOE 2Z0

is authorized to discharge refuse to the ground from a landfill located near Valemount, British Columbia, subject to the conditions listed below. Contravention of any of these conditions is a violation of the Waste Management Act and may result in prosecution.

This permit revokes and replaces all previously issued permits under the number PR-2465 issued under Part 2, Section 8 of the Waste Management Act.

1. AUTHORIZED DISCHARGES

- 1.1 This subsection applies to the discharge of refuse from a **landfill**. The site reference number for this discharge is E210713.
 - 1.1.1 The maximum authorized rate of discharge is 210 m³/week.
 - 1.1.2 The characteristics of the discharge are those of typical municipal solid waste.
 - 1.1.3 The authorized works are a modified-trench type landfill, approximately located as shown on attached Site Plan A.
 - 1.1.4 The location of the point of discharge is a 4.05 hectare site within the southeast portion of the southeast quarter of the southwest quarter of District Lot 5707, Cariboo Land District.

DRAFT COPY

2. GENERAL REQUIREMENTS

2.1 Landfill Operation

The Permittee shall compact the refuse and apply a minimum of 0.15 metres of compacted soil cover over all exposed solid waste at least three times per week. This cover frequency assumes a seven day a week landfilling operation. The Regional Waste Manager may vary the compaction and cover frequency based on modified hours of operation. The intent is to maintain a cover frequency where no solid waste remains exposed for more than three days.

The Regional Waste Manager may vary the frequency of covering when freezing conditions adversely affect normal operation or when sufficient quantities of soil material are incorporated with the waste.

Any revision to the maintenance frequency must have the prior written authorization of the Regional Waste Manager.

2.2 Wildlife Nuisance

The subject discharge is one that is of concern because of the possibility of a nuisance or hazard being caused by bears or other animals attracted to the site. Additional works may be required or other operating instructions may be issued by the Regional Waste Manager if such problems arise.

2.3 Site Preparation and Restoration

Provision of fencing, site access, vehicle safety barriers, surface water diversionary works, leachate control works, firebreaks and site restoration as required, shall be carried out to the satisfaction of the Regional Waste Manager. Proper signage shall be provided to ensure adequate instruction to the general public using the facility.

2.4 Segregation of Metallic Wastes

Segregate large metallic wastes, such as appliances and auto bodies, in a separate area of the landfill site. The preferred method of final disposal of these metal wastes is through recycling.

2.5 Restricted Materials

Generally, no wastes shall be disposed of at this site which are unacceptable to the Regional Waste Manager including, but not limited to, special wastes as defined by the Special Waste Regulation.

2.6 Litter Control

The best practical means shall be used to prevent the scatter of litter. Any litter scattered into the neighbouring property, along access roads, in drainage ditches, along litter control fences, into surrounding trees or elsewhere on the landfill site shall be cleaned up by the Permittee. The frequency of clean up and other additional requirements for refuse scatter control shall be determined by the Regional Waste Manager.

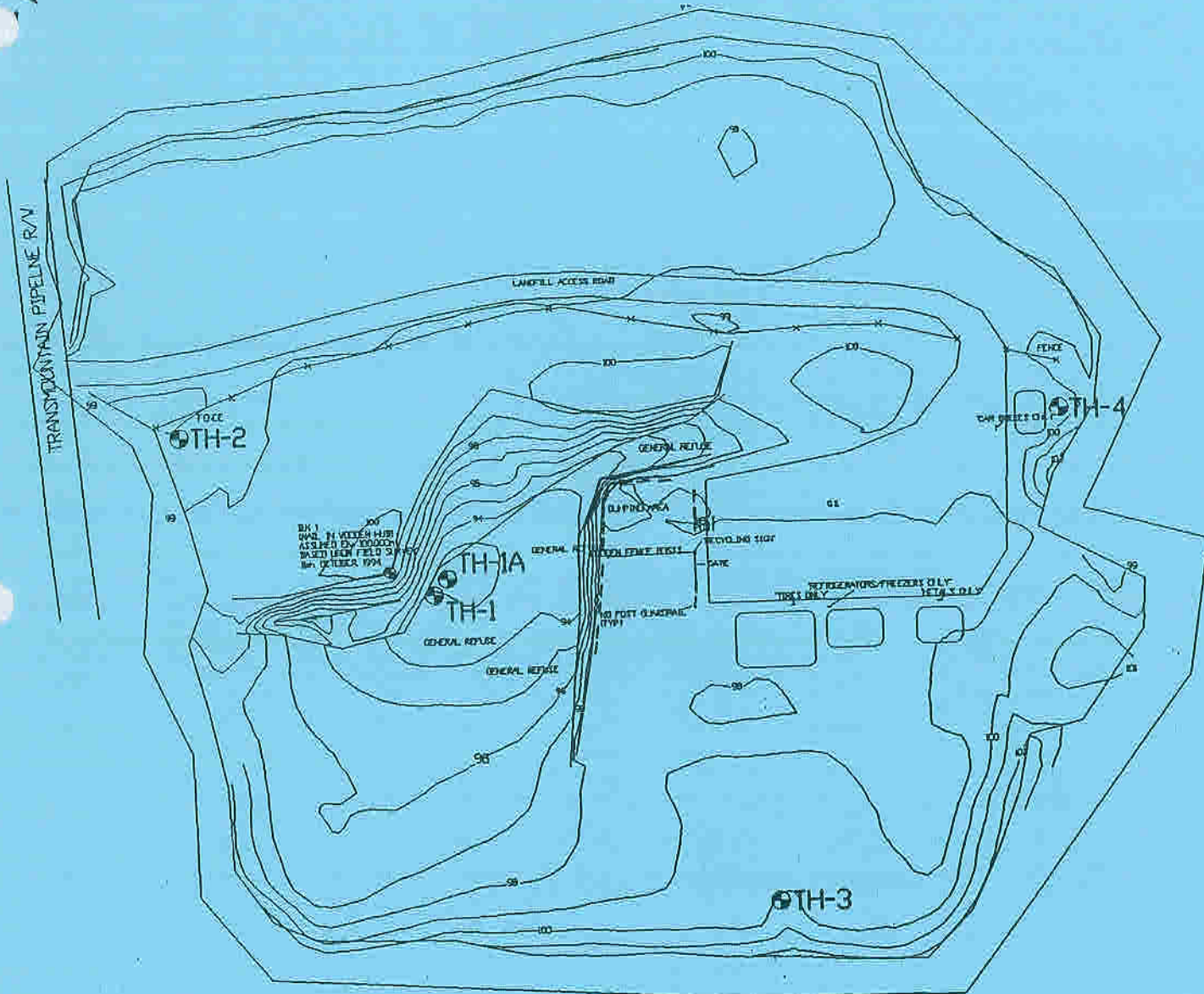
2.7 Notification

In the event of any unauthorized burning occurring at the site, the Permittee shall immediately notify the Regional Waste Manager and take appropriate remedial action.

3. OPERATING PLAN

An operating plan which addresses, but is not limited to, the design, operation, prohibited materials and/or discharges, monitoring, reporting, closure and post-closure care, security, liability and performance requirements for the facility authorized in Section 1 shall be submitted for the approval of the Regional Waste Manager prior to September 30, 1995. Following approval of the operating plan by the manager, the facility shall be operated in accordance with the approved operating plan.

SITE PLAN A



Location Map



Scale: NTS

Permit: PR-02465

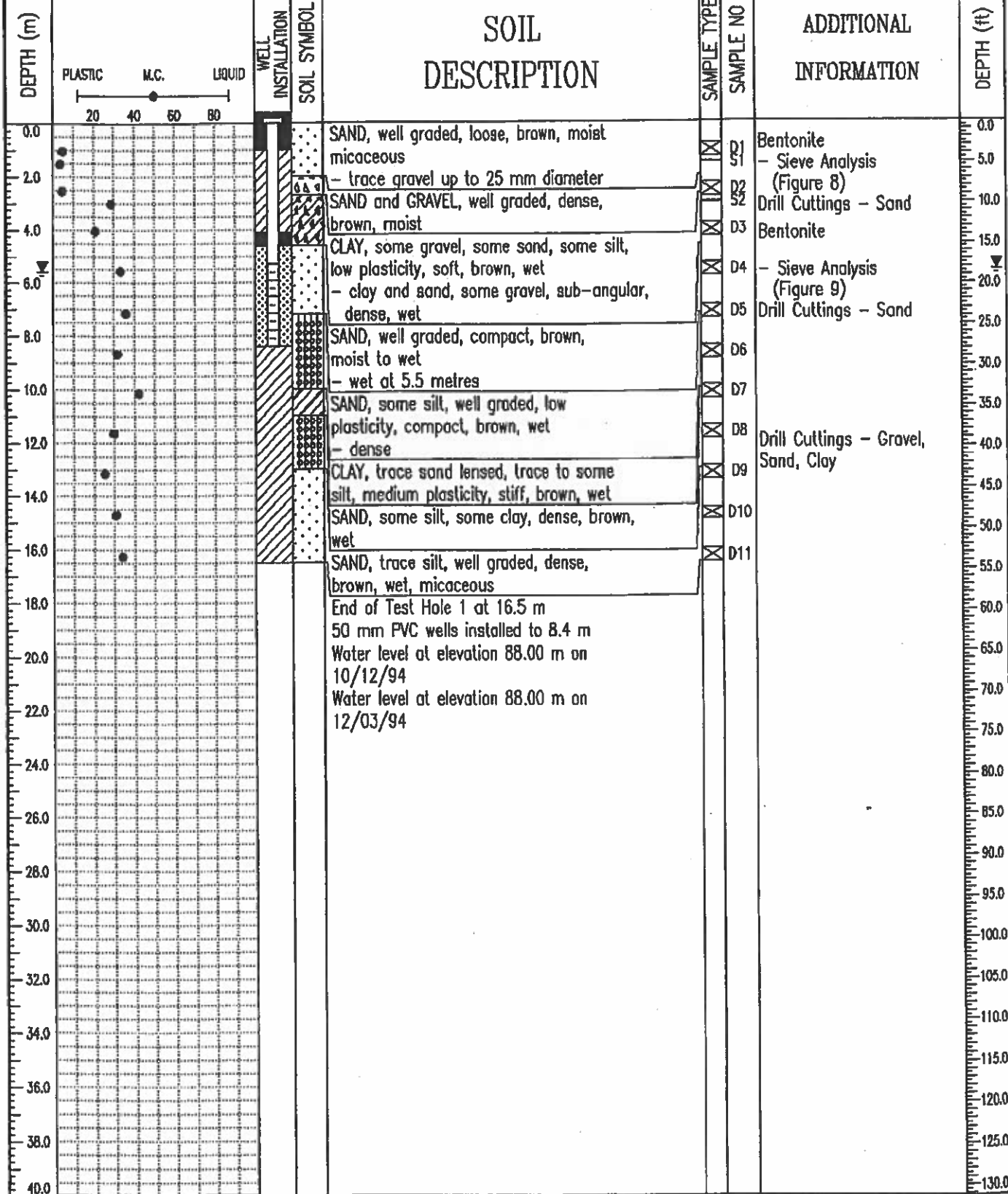
Date:

R.W. Girard, R.P.Bio.
Regional Waste Manager

APPENDIX S – BOREHOLE LOGS

| | | |
|---|-------------------------------------|-------------------------|
| REGIONAL DISTRICT FRASER FORT GEORGE | VALEMOUNT LANDFILL ASSESSMENT | TEST HOLE NO: TH-1 |
| PRINCE GEORGE, B.C. | VALEMOUNT, B.C. | PROJECT NO: KX02166-300 |
| DRILL RIG: SUPER 61 - HOLLOW STEM AUGER | SEE SITE PLAN FOR TESTHOLE LOCATION | ELEVATION: 92.936 (m) |

SAMPLE TYPE TUBE NO RECOVERY SPLIT SPOON GRAB MUD RETURN CORE RETURN



| | | |
|---|------------------|--------------------------|
| AGRA Earth & Environmental Limited Prince George, B.C. | LOGGED BY: CF | COMPLETION DEPTH: 16.2 m |
| | REVIEWED BY: WCW | COMPLETE: 10/01/94 |
| | Fig. No: 1 | Page 1 of 1 |

| | | |
|---|-------------------------------------|-------------------------|
| REGIONAL DISTRICT FRASER FORT GEORGE | VALEMOUNT LANDFILL ASSESSMENT | TEST HOLE NO: TH-1A |
| PRINCE GEORGE, B.C. | VALEMOUNT, B.C. | PROJECT NO: KXD2166-300 |
| DRILL RIG: SUPER 61 - HOLLOW STEM AUGER | SEE SITE PLAN FOR TESTHOLE LOCATION | ELEVATION: 92.75 (m) |

SAMPLE TYPE TUBE NO RECOVERY SPLIT SPOON GRAB MUD RETURN CORE RETURN

| DEPTH (m) | WELL INSTALLATION | SOIL SYMBOL | SOIL DESCRIPTION | SAMPLE TYPE | SAMPLE NO | ADDITIONAL INFORMATION | DEPTH (ft) |
|-----------|-------------------|-------------|--|-------------|-----------|------------------------|------------|
| 0.0 | | | SAND, well graded, loose, brown, moist micaceous -trace gravel up to 25 mm diameter | | | | 0.0 |
| 2.0 | | | SAND, well graded, and GRAVEL, dense, brown, moist | | | | 5.0 |
| 4.0 | | | CLAY, low plasticity, some gravel, some silt, soft, brown, wet | | | | 10.0 |
| 6.0 | | | End of Test Hole 1A at 3.8 m 50 mm PVC wells installed to 3.8 m | | | | 15.0 |
| 8.0 | | | | | | | 20.0 |
| 10.0 | | | | | | | 25.0 |
| 12.0 | | | | | | | 30.0 |
| 14.0 | | | | | | | 35.0 |
| 16.0 | | | | | | | 40.0 |
| 18.0 | | | | | | | 45.0 |
| 20.0 | | | | | | | 50.0 |
| 22.0 | | | | | | | 55.0 |
| 24.0 | | | | | | | 60.0 |
| 26.0 | | | | | | | 65.0 |
| 28.0 | | | | | | | 70.0 |
| 30.0 | | | | | | | 75.0 |
| 32.0 | | | | | | | 80.0 |
| 34.0 | | | | | | | 85.0 |
| 36.0 | | | | | | | 90.0 |
| 38.0 | | | | | | | 95.0 |
| 40.0 | | | | | | | 100.0 |
| | | | | | | | 105.0 |
| | | | | | | | 110.0 |
| | | | | | | | 115.0 |
| | | | | | | | 120.0 |
| | | | | | | | 125.0 |
| | | | | | | | 130.0 |

| | | |
|---|------------------|-------------------------|
| AGRA Earth & Environmental Limited Prince George, B.C. | LOGGED BY: CF | COMPLETION DEPTH: 3.8 m |
| | REVIEWED BY: WCW | COMPLETE: 10/01/94 |
| | Fig. No: 2 | Page 1 of 1 |

| REGIONAL DISTRICT FRASER FORT GEORGE | | VALEMOUNT LANDFILL ASSESSMENT | | TEST HOLE NO: TH-2 | | | | | |
|---|---------------------|---|-------------|--|-------------------------------------|--------------------------|-------------------------------------|-----------------------|------|
| PRINCE GEORGE, B.C. | | VALEMOUNT, B.C. | | PROJECT NO: KX02166-300 | | | | | |
| DRILL RIG: SUPER 61 - HOLLOW STEM AUGER | | SEE SITE PLAN FOR TESTHOLE LOCATION | | ELEVATION: 98.602 (m) | | | | | |
| SAMPLE TYPE <input checked="" type="checkbox"/> TUBE | | <input checked="" type="checkbox"/> NO RECOVERY | | <input checked="" type="checkbox"/> SPLIT SPOON | | | | | |
| | | <input type="checkbox"/> GRAB | | <input type="checkbox"/> MUD RETURN | | | | | |
| | | | | <input type="checkbox"/> CORE RETURN | | | | | |
| DEPTH (m) | PLASTIC M.C. LIQUID | WELL INSTALLATION | SOIL SYMBOL | SOIL DESCRIPTION | SAMPLE TYPE | SAMPLE NO | ADDITIONAL INFORMATION | DEPTH (ft) | |
| 0.0 | 20 40 60 80 | | | SAND, some fine gravel, trace silt, well graded, compact, brown, moist | <input checked="" type="checkbox"/> | D1 | Bentonite | 0.0 | |
| 2.0 | | | | - light brown (white sand), dry | <input checked="" type="checkbox"/> | D2 | | | 5.0 |
| 4.0 | | | | - loose to compact at 3.8 m | <input checked="" type="checkbox"/> | D3 | | | 10.0 |
| 6.0 | | | | - trace gravel | <input checked="" type="checkbox"/> | D4 | | | 15.0 |
| 8.0 | | | | - sand and gravel at 7.2 m | <input checked="" type="checkbox"/> | D5 | | Drill Cuttings - Sand | 20.0 |
| 10.0 | | | | - occasional gravel to 25 mm size from 8.4 to 9.1 m | <input checked="" type="checkbox"/> | D6 | | | 25.0 |
| 12.0 | | | | - dry to moist at 9.9 m | <input checked="" type="checkbox"/> | D7 | | | 30.0 |
| 14.0 | | | | - some silt at 11.4 m | <input checked="" type="checkbox"/> | D8 | | Bentonite | 35.0 |
| 14.5 | | | | - wet at 12.9 m | <input checked="" type="checkbox"/> | D9 | | Drill Cuttings - Sand | 40.0 |
| 16.0 | | | | | | | <input checked="" type="checkbox"/> | D10 | |
| 18.0 | | <p>End of Test Hole 2 at 15 m 50 mm PVC well installed to 14.5 m Water level at elevation 84.92 m on 10/12/94 Water Level at elevation 84.84 m on 12/03/94</p> | | | | | | 50.0 | |
| 20.0 | | | | | | | | 55.0 | |
| 22.0 | | | | | | | | 60.0 | |
| 24.0 | | | | | | | | 65.0 | |
| 26.0 | | | | | | | | 70.0 | |
| 28.0 | | | | | | | | 75.0 | |
| 30.0 | | | | | | | | 80.0 | |
| 32.0 | | | | | | | | 85.0 | |
| 34.0 | | | | | | | | 90.0 | |
| 36.0 | | | | | | | | 95.0 | |
| 38.0 | | | | | | | | 100.0 | |
| 40.0 | | | | | | | | 105.0 | |
| | | | | | | | | 110.0 | |
| | | | | | | | | 115.0 | |
| | | | | | | | | 120.0 | |
| | | | | | | | | 125.0 | |
| | | | | | | | | 130.0 | |
| AGRA Earth & Environmental Limited Prince George, B.C. | | | | LOGGED BY: CF | | COMPLETION DEPTH: 15.0 m | | | |
| | | | | REVIEWED BY: WCW | | COMPLETE: 10/01/94 | | | |
| | | | | Fig. No: 3 | | Page 1 of 1 | | | |

| | | | | | | | | |
|--|--|---|-------------|--|-------------|-----------|------------------------|------------|
| REGIONAL DISTRICT FRASER FORT GEORGE | | VALEMOUNT LANDFILL ASSESSMENT | | TEST HOLE NO: TH-2A | | | | |
| PRINCE GEORGE, B.C. | | VALEMOUNT, B.C. | | PROJECT NO: KX02166-300 | | | | |
| DRILL RIG: SUPER 61 - HOLLOW STEM AUGER | | SEE SITE PLAN FOR TESTHOLE LOCATION | | ELEVATION: 98.58 (m) | | | | |
| SAMPLE TYPE <input checked="" type="checkbox"/> TUBE | | <input checked="" type="checkbox"/> NO RECOVERY | | <input checked="" type="checkbox"/> SPLIT SPOON | | | | |
| | | <input type="checkbox"/> GRAB | | <input type="checkbox"/> MUD RETURN | | | | |
| | | | | <input type="checkbox"/> CORE RETURN | | | | |
| DEPTH (m) | | WELL INSTALLATION | SOIL SYMBOL | SOIL DESCRIPTION | SAMPLE TYPE | SAMPLE NO | ADDITIONAL INFORMATION | DEPTH (ft) |
| 0.0 | | | | SAND, well graded, some gravel, trace silt, loose to compact, brown, dry to moist | | | | 0.0 |
| 2.0 | | | | | | 2A1 | | 5.0 |
| 4.0 | | | | - trace gravel | | | | 10.0 |
| 6.0 | | | | | | | | 15.0 |
| 8.0 | | | | - some gravel to 20 mm size, at 7.9 m to 11.2 m | | | | 20.0 |
| 10.0 | | | | | | | | 25.0 |
| 12.0 | | | | - trace gravel at 11.3 m | | 2A2 | | 30.0 |
| 14.0 | | | | - silty at 11.6 m | | | | 35.0 |
| 16.0 | | | | - wet at 12.8 m | | 2A3 | | 40.0 |
| 18.0 | | | | | | | | 45.0 |
| 20.0 | | | | - trace gravel at 11.7 m to 15.25 m | | 2A4 | | 50.0 |
| 22.0 | | | | | | | | 55.0 |
| 24.0 | | | | SILT, some sand, loose, grey, wet | | 2A5 | | 60.0 |
| 26.0 | | | | | | | | 65.0 |
| 28.0 | | | | SAND, silty, loose, grey, wet | | 2A6 | | 70.0 |
| 30.0 | | | | SILT, sandy, loose, grey, wet | | 2A7 | | 75.0 |
| 32.0 | | | | SAND, fine to medium grained, silty, loose, brown, wet | | 2A8 | | 80.0 |
| 34.0 | | | | SILT, sandy, loose, brown, wet | | 2A9 | | 85.0 |
| 36.0 | | | | SAND, fine to medium grained, some silt, loose, brown, wet | | 2A10 | | 90.0 |
| 38.0 | | | | | | | | 95.0 |
| 40.0 | | | | End of Test Hole 2A at 23.6 m 50 mm PVC well installed to 23.45 m Groundwater Level at elevation 80.00 m on 11/11/95 | | | | 100.0 |
| | | | | | | | | 105.0 |
| | | | | | | | | 110.0 |
| | | | | | | | | 115.0 |
| | | | | | | | | 120.0 |
| | | | | | | | | 125.0 |
| | | | | | | | | 130.0 |

AGRA Earth & Environmental Limited
Prince George, B.C.

LOGGED BY: AB
REVIEWED BY: WCW
Fig. No: 4

COMPLETION DEPTH: 23.6 m
COMPLETE: 11/09/95

| | | |
|---|-------------------------------------|-------------------------|
| REGIONAL DISTRICT FRASER FORT GEORGE | VALEMOUNT LANDFILL ASSESSMENT | TEST HOLE NO: TH-3 |
| PRINCE GEORGE, B.C. | VALEMOUNT, B.C. | PROJECT NO: KX02166-300 |
| DRILL RIG: SUPER 61 - HOLLOW STEM AUGER | SEE SITE PLAN FOR TESTHOLE LOCATION | ELEVATION: 99.44 (m) |

SAMPLE TYPE TUBE NO RECOVERY SPLIT SPOON GRAB MUD RETURN CORE RETURN

| DEPTH (m) | PLASTIC | M.C. | LIQUID | WELL INSTALLATION | SOIL SYMBOL | SOIL DESCRIPTION | SAMPLE TYPE | SAMPLE NO | ADDITIONAL INFORMATION | DEPTH (ft) |
|-----------|---------|------|--------|-------------------|-------------|---|-------------------------------------|-----------|------------------------|------------|
| 0.0 | | | | | | SAND, some fine gravel, well graded, loose to compact, brown grey, dry to moist | <input checked="" type="checkbox"/> | D1 | Bentonite | 0.0 |
| 2.0 | | | | | | - some mica at 2.4 m | <input checked="" type="checkbox"/> | D2 | | 5.0 |
| 4.0 | | | | | | - sand, white at 4.0 m | <input checked="" type="checkbox"/> | D3 | Drill Cuttings - Sand | 10.0 |
| 6.0 | | | | | | - some mica at 5.3 m | <input checked="" type="checkbox"/> | D4 | Bentonite | 15.0 |
| 8.0 | | | | | | - moist below 6.9 m | <input checked="" type="checkbox"/> | D5 | | 20.0 |
| 10.0 | | | | | | - sand and gravel at 8.2 m | <input checked="" type="checkbox"/> | D6 | | 25.0 |
| 12.0 | | | | | | - wet at 9.4 m | <input checked="" type="checkbox"/> | D7 | Drill Cuttings - Sand | 30.0 |
| 12.9 | | | | | | End of hole at 12.9 m No water seepage encountered 50 mm PVC well installed to 12.9 m Water level at elevation 89.43 m on 10/12/94 Water level at elevation 89.45 m on 12/03/94 | <input checked="" type="checkbox"/> | D8 D9 | | 35.0 |
| 14.0 | | | | | | | | | | 40.0 |
| 16.0 | | | | | | | | | | 45.0 |
| 18.0 | | | | | | | | | | 50.0 |
| 20.0 | | | | | | | | | | 55.0 |
| 22.0 | | | | | | | | | | 60.0 |
| 24.0 | | | | | | | | | | 65.0 |
| 26.0 | | | | | | | | | | 70.0 |
| 28.0 | | | | | | | | | | 75.0 |
| 30.0 | | | | | | | | | | 80.0 |
| 32.0 | | | | | | | | | | 85.0 |
| 34.0 | | | | | | | | | | 90.0 |
| 36.0 | | | | | | | | | | 95.0 |
| 38.0 | | | | | | | | | | 100.0 |
| 40.0 | | | | | | | | | | 105.0 |
| | | | | | | | | | | 110.0 |
| | | | | | | | | | | 115.0 |
| | | | | | | | | | | 120.0 |
| | | | | | | | | | | 125.0 |
| | | | | | | | | | | 130.0 |

| | | |
|---|------------------|--------------------------|
| AGRA Earth & Environmental Limited Prince George, B.C. | LOGGED BY: CF | COMPLETION DEPTH: 12.9 m |
| | REVIEWED BY: WCW | COMPLETE: 10/01/94 |
| | Fig. No: 5 | Page 1 of 1 |

| REGIONAL DISTRICT FRASER FORT GEORGE | | VALEMOUNT LANDFILL ASSESSMENT | | TEST HOLE NO: TH-3A | | | | |
|--|---------------------|---|-------------|--|-------------|-----------|------------------------|------------|
| PRINCE GEORGE, B.C. | | VALEMOUNT, B.C. | | PROJECT NO: KX02166-300 | | | | |
| DRILL RIG: SUPER 61 - HOLLOW STEM AUGER | | SEE SITE PLAN FOR TESTHOLE LOCATION | | ELEVATION: 99.696 (m) | | | | |
| SAMPLE TYPE <input checked="" type="checkbox"/> TUBE | | <input checked="" type="checkbox"/> NO RECOVERY | | <input checked="" type="checkbox"/> SPLIT SPOON | | | | |
| | | <input type="checkbox"/> GRAB | | <input type="checkbox"/> MUD RETURN | | | | |
| | | | | <input type="checkbox"/> CORE RETURN | | | | |
| DEPTH (m) | PLASTIC M.C. LIQUID | WELL INSTALLATION | SOIL SYMBOL | SOIL DESCRIPTION | SAMPLE TYPE | SAMPLE NO | ADDITIONAL INFORMATION | DEPTH (ft) |
| 0.0 | 20 40 60 80 | | | SAND, well graded, some gravel, loose to compact, brown, dry | | 3A1 | | 0.0 |
| 2.0 | | | | | | 3A2 | | 5.0 |
| 4.0 | | | | | | 3A3 | | 10.0 |
| 6.0 | | | | | | 3A4 | | 15.0 |
| 8.0 | | | | | | 3A5 | | 20.0 |
| 10.0 | | | | - some gravel, coarse, to 50 mm size, at 9.75 m | | 3A6 | | 25.0 |
| 12.0 | | | | - wet at 10.05 m | | 3A7 | | 30.0 |
| 14.0 | | | | | | 3A8 | | 35.0 |
| 16.0 | | | | | | 3A9 | | 40.0 |
| 18.0 | | | | - medium grained sand, trace silt, wet at 14.3 m to 18.9 m | | 3A10 | | 45.0 |
| 20.0 | | | | | | 3A11 | | 50.0 |
| 22.0 | | | | | | 3A12 | | 55.0 |
| 24.0 | | | | CLAY, silty, soft, grey, wet | | 3A13 | | 60.0 |
| 26.0 | | | | SAND, trace silt, loose, brown, wet | | 3A14 | | 65.0 |
| 28.0 | | | | - grey sand, some silt, loose, wet at 21.65 m to 31.25 m | | 3A15 | | 70.0 |
| 30.0 | | | | | | 3A16 | | 75.0 |
| 32.0 | | | | | | 3A17 | | 80.0 |
| 34.0 | | | | End of hole at 31.25 m | | | | 85.0 |
| 36.0 | | | | 50 mm PVC well installed to 23.6 m | | | | 90.0 |
| 38.0 | | | | Groundwater level at elevation 82.33 m on 11/11/95 | | | | 95.0 |
| 40.0 | | | | | | | | 100.0 |
| | | | | | | | | 105.0 |
| | | | | | | | | 110.0 |
| | | | | | | | | 115.0 |
| | | | | | | | | 120.0 |
| | | | | | | | | 125.0 |
| | | | | | | | | 130.0 |

AGRA Earth & Environmental Limited
 Prince George, B.C.

LOGGED BY: AB
 REVIEWED BY: WCW
 Fig. No: 6

COMPLETION DEPTH: 23.6 m
 COMPLETE: 11/11/95

| REGIONAL DISTRICT FRASER FORT GEORGE | | VALEMOUNT LANDFILL ASSESSMENT | | TEST HOLE NO: TH-4 | | | | | |
|--|---------------------|---|-------------|--|-------------------------------------|-----------|------------------------|------------|------|
| PRINCE GEORGE, B.C. | | VALEMOUNT, B.C. | | PROJECT NO: KX02166-300 | | | | | |
| DRILL RIG: SUPER 61 - HOLLOW STEM AUGER | | SEE SITE PLAN FOR TESTHOLE LOCATION | | ELEVATION: 99.261 (m) | | | | | |
| SAMPLE TYPE <input checked="" type="checkbox"/> TUBE | | <input checked="" type="checkbox"/> NO RECOVERY | | <input checked="" type="checkbox"/> SPLIT SPOON | | | | | |
| | | <input type="checkbox"/> GRAB | | <input type="checkbox"/> MUD RETURN | | | | | |
| | | | | <input type="checkbox"/> CORE RETURN | | | | | |
| DEPTH (m) | PLASTIC M.C. LIQUID | WELL INSTALLATION | SOIL SYMBOL | SOIL DESCRIPTION | SAMPLE TYPE | SAMPLE NO | ADDITIONAL INFORMATION | DEPTH (ft) | |
| 0.0 | 20 40 60 80 | | | SAND AND GRAVEL, some silt, well graded, loose, brown, moist | <input checked="" type="checkbox"/> | D1 | Bentonite | 0.0 | |
| 2.0 | | | | SAND, well graded, loose to compact, brown, moist | <input checked="" type="checkbox"/> | D2 | | | 5.0 |
| 4.0 | | | | - some mica at 2.3 m, dry to moist | | | | | 10.0 |
| 6.0 | | | | - some gravel at 2.7 m | | | | | 15.0 |
| 8.0 | | | | - some cobbles and boulders from 2.7 m to 5.8 m | | | | | 20.0 |
| 10.0 | | | | - micaceous at 6.9 m | | | | | 25.0 |
| 12.0 | | | | - loose at 9.9 m | | | | | 30.0 |
| 14.0 | | | | CLAY, trace silt, low plasticity, soft, brown, wet | <input checked="" type="checkbox"/> | D5 | Bentonite | 35.0 | |
| 16.0 | | | | SAND, well graded, dense, micaceous, brown dry | <input checked="" type="checkbox"/> | D6 | | | 40.0 |
| | | - cemented at 12.9 m, moist | | | | | 45.0 | | |
| | | - wet at 14.5 m | | | | | 50.0 | | |
| | | | | | <input checked="" type="checkbox"/> | D7 | Drill Cuttings - Sand | 55.0 | |
| | | | | | <input checked="" type="checkbox"/> | D8 | | 60.0 | |
| | | | | | <input checked="" type="checkbox"/> | D9 | | 65.0 | |
| | | | | End of Test Hole 4 at 16.5 m | | | | 70.0 | |
| | | | | 50 mm PVC well installed to 16.0 m | | | | 75.0 | |
| | | | | Water level at elevation 85.66 m on 10/12/94 | | | | 80.0 | |
| | | | | Water level at elevation 85.65 m on 12/03/94 | | | | 85.0 | |
| | | | | | | | | 90.0 | |
| | | | | | | | | 95.0 | |
| | | | | | | | | 100.0 | |
| | | | | | | | | 105.0 | |
| | | | | | | | | 110.0 | |
| | | | | | | | | 115.0 | |
| | | | | | | | | 120.0 | |
| | | | | | | | | 125.0 | |
| | | | | | | | | 130.0 | |

AGRA Earth & Environmental Limited
 Prince George, B.C.

LOGGED BY: CF
 REVIEWED BY: WCW
 Fig. No: 7

COMPLETION DEPTH: 16.5 m
 COMPLETE: 10/01/94

| | | |
|--|---|---|
| REGIONAL DISTRICT FRASER FORT GEORGE | VALEMOUNT LANDFILL ASSESSMENT | TEST HOLE NO: TH-5 |
| PRINCE GEORGE, B.C. | VALEMOUNT, B.C. | PROJECT NO: KX02166-300 |
| DRILL RIG: SUPER 61 - HOLLOW STEM AUGER | SEE SITE PLAN FOR TESTHOLE LOCATION | ELEVATION: 99.50 (m) |
| SAMPLE TYPE <input checked="" type="checkbox"/> TUBE | <input checked="" type="checkbox"/> NO RECOVERY | <input checked="" type="checkbox"/> SPLIT SPOON |
| | <input type="checkbox"/> GRAB | <input type="checkbox"/> MUD RETURN |
| | | <input type="checkbox"/> CORE RETURN |

| DEPTH (m) | INSTRUMENTATION DATA | SOIL SYMBOL | SOIL DESCRIPTION | SAMPLE TYPE | SAMPLE NO | ADDITIONAL INFORMATION | DEPTH (ft) |
|-----------|----------------------|-------------|---|-------------|-----------|------------------------|------------|
| | | | | | | | |
| 0.0 | | | SAND AND GRAVEL, to 40 mm size, loose, brown, dry | | 5-1 | | 0.0 |
| 2.0 | | | SAND, well graded, some fine gravel, loose to compact, brown, dry | | 5-2 | | 5.0 |
| 4.0 | | | SAND AND GRAVEL, to 70 mm size, loose, brown, dry | | 5-3 | | 10.0 |
| 6.0 | | | SAND AND GRAVEL, to 70 mm size, loose, brown, dry | | 5-4 | | 15.0 |
| 8.0 | | | SAND AND GRAVEL, to 70 mm size, loose, brown, dry | | 5-5 | | 20.0 |
| 10.0 | | | SAND, fine to medium grained, loose, light brown | | 5-6 | | 25.0 |
| 12.0 | | | SAND, fine to medium grained, loose, light brown | | 5-7 | | 30.0 |
| 14.0 | | | SILT, clayey, soft, brown, moist | | 5-8 | | 35.0 |
| 16.0 | | | SILT, clayey, soft, brown, moist | | 5-9 | | 40.0 |
| 18.0 | | | grey silt, clayey, moist | | 5-10 | | 45.0 |
| 20.0 | | | grey silt, clayey, moist | | 5-11 | | 50.0 |
| 22.0 | | | End of Test Hole at 17.55 m Dry Hole | | | | 55.0 |
| 24.0 | | | | | | | 60.0 |
| 26.0 | | | | | | | 65.0 |
| 28.0 | | | | | | | 70.0 |
| 30.0 | | | | | | | 75.0 |
| 32.0 | | | | | | | 80.0 |
| 34.0 | | | | | | | 85.0 |
| 36.0 | | | | | | | 90.0 |
| 38.0 | | | | | | | 95.0 |
| 40.0 | | | | | | | 100.0 |
| | | | | | | | 105.0 |
| | | | | | | | 110.0 |
| | | | | | | | 115.0 |
| | | | | | | | 120.0 |
| | | | | | | | 125.0 |
| | | | | | | | 130.0 |

AGRA Earth & Environmental Limited
Prince George, B.C.

LOGGED BY: AB
REVIEWED BY: WCW
Fig. No: 8

COMPLETION DEPTH: 17.6 m
COMPLETE: 11/07/95

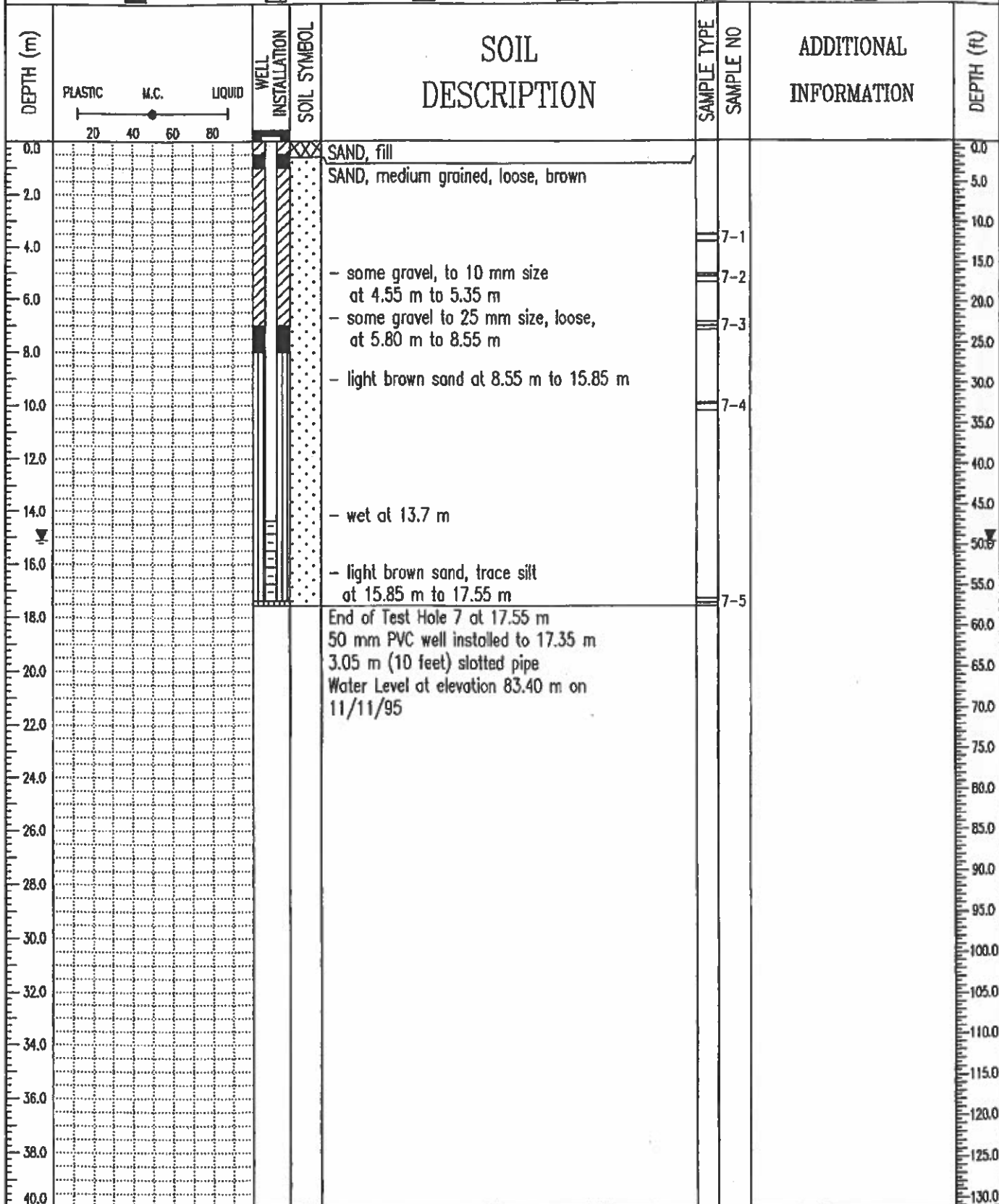
| REGIONAL DISTRICT FRASER FORT GEORGE | | VALEMOUNT LANDFILL ASSESSMENT | | TEST HOLE NO: TH-6 | | | | |
|--|---|---|---|--|-----------|------------------------|------------|------|
| PRINCE GEORGE, B.C. | | VALEMOUNT, B.C. | | PROJECT NO: KX02166-300 | | | | |
| DRILL RIG: SUPER 61 - HOLLOW STEM AUGER | | SEE SITE PLAN FOR TESTHOLE LOCATION | | ELEVATION: 98.58 (m) | | | | |
| SAMPLE TYPE <input checked="" type="checkbox"/> TUBE | | <input checked="" type="checkbox"/> NO RECOVERY | | <input checked="" type="checkbox"/> SPLIT SPDM | | | | |
| | | <input type="checkbox"/> GRAB | | <input type="checkbox"/> MUD RETURN | | | | |
| | | | | <input type="checkbox"/> CORE RETURN | | | | |
| DEPTH (m) | WELL INSTALLATION | SOIL SYMBOL | SOIL DESCRIPTION | SAMPLE TYPE | SAMPLE NO | ADDITIONAL INFORMATION | DEPTH (ft) | |
| 0.0 | | | SAND, fill | | | | 0.0 | |
| 0.0 - 2.0 | | | ORGANICS, some rootlets, loose | | | | | 5.0 |
| 2.0 - 3.8 | | | SAND, medium grained, loose, brown, dry | | | 6-1 | | 10.0 |
| 3.8 - 6.1 | | | - some gravel, occasional to 50 mm size at 1.35 m to 3.80 m | | | 6-2 | | 15.0 |
| 6.1 - 6.85 | | | - fine to medium grained at 3.8 m to 6.1 m | | | 6-3 | | 20.0 |
| 6.85 - 8.55 | | | - some gravel to 10 mm size, loose, at 6.10 m to 6.85 m | | | 6-4 | | 25.0 |
| 8.55 - 10.0 | | | - some gravel to 50 mm size, loose, at 6.85 m to 8.55 m | | | 6-5 | | 30.0 |
| 10.0 - 12.8 | | | SILT, some sand, trace gravel, brown | | | 6-6 | | 35.0 |
| 12.8 - 14.0 | | | SAND, fine grained, silty, loose, brown | | | 6-7 | | 40.0 |
| 14.0 - 16.75 | | | - wet at 12.8 m | | | 6-8 | | 45.0 |
| 16.75 - 25.0 | | | | | | 6-9 | | 50.0 |
| 25.0 - 25.9 | | | - grey sand, wet, at 25.0 m to 25.9 m | | | 6-10 | | 55.0 |
| 25.9 - 28.0 | | | SILT, some sand, loose, grey, wet | | | 6-11 | | 60.0 |
| 28.0 - 29.0 | | | SAND, fine grained, silty, loose, grey, wet | | | 6-12 | | 65.0 |
| 29.0 - 30.0 | SILT, some sand, loose, grey, wet | | | 6-13 | | 70.0 | | |
| 30.0 - 31.25 | SAND, fine to medium grained, some silt, loose, grey, wet | | | 6-14 | | 75.0 | | |
| 31.25 | End of Test Hole 6 at 31.25 m | | | | | 80.0 | | |
| 31.25 | 50 mm PVC well installed to 16.75 m | | | | | 85.0 | | |
| 31.25 | Groundwater Level at Elevation 83.85 m on 11/11/95 | | | | | 90.0 | | |
| 34.0 | | | | | | 95.0 | | |
| 36.0 | | | | | | 100.0 | | |
| 38.0 | | | | | | 105.0 | | |
| 40.0 | | | | | | 110.0 | | |
| | | | | | | 115.0 | | |
| | | | | | | 120.0 | | |
| | | | | | | 125.0 | | |
| | | | | | | 130.0 | | |

AGRA Earth & Environmental Limited
 Prince George, B.C.

LOGGED BY: AB
 REVIEWED BY: WCW
 Fig. No: 9

COMPLETION DEPTH: 31.3 m
 COMPLETE: 11/07/95

| | | |
|--|---|---|
| REGIONAL DISTRICT FRASER FORT GEORGE | VALEMOUNT LANDFILL ASSESSMENT | TEST HOLE NO: TH-7 |
| PRINCE GEORGE, B.C. | VALEMOUNT, B.C. | PROJECT NO: KX02166-300 |
| DRILL RIG: SUPER 61 - HOLLOW STEM AUGER | SEE SITE PLAN FOR TESTHOLE LOCATION | ELEVATION: 98.029 (m) |
| SAMPLE TYPE <input checked="" type="checkbox"/> TUBE | <input checked="" type="checkbox"/> NO RECOVERY | <input checked="" type="checkbox"/> SPLIT SPOON |
| | <input type="checkbox"/> GRAB | <input type="checkbox"/> MUD RETURN |
| | | <input type="checkbox"/> CORE RETURN |



| | | |
|---|------------------|--------------------------|
| AGRA Earth & Environmental Limited Prince George, B.C. | LOGGED BY: AB | COMPLETION DEPTH: 17.6 m |
| | REVIEWED BY: WCW | COMPLETE: 11/08/95 |
| | Fig. No: 10 | Page 1 of 1 |



Client
Regional District of Fraser-Fort George

Borehole No. : BH21-01

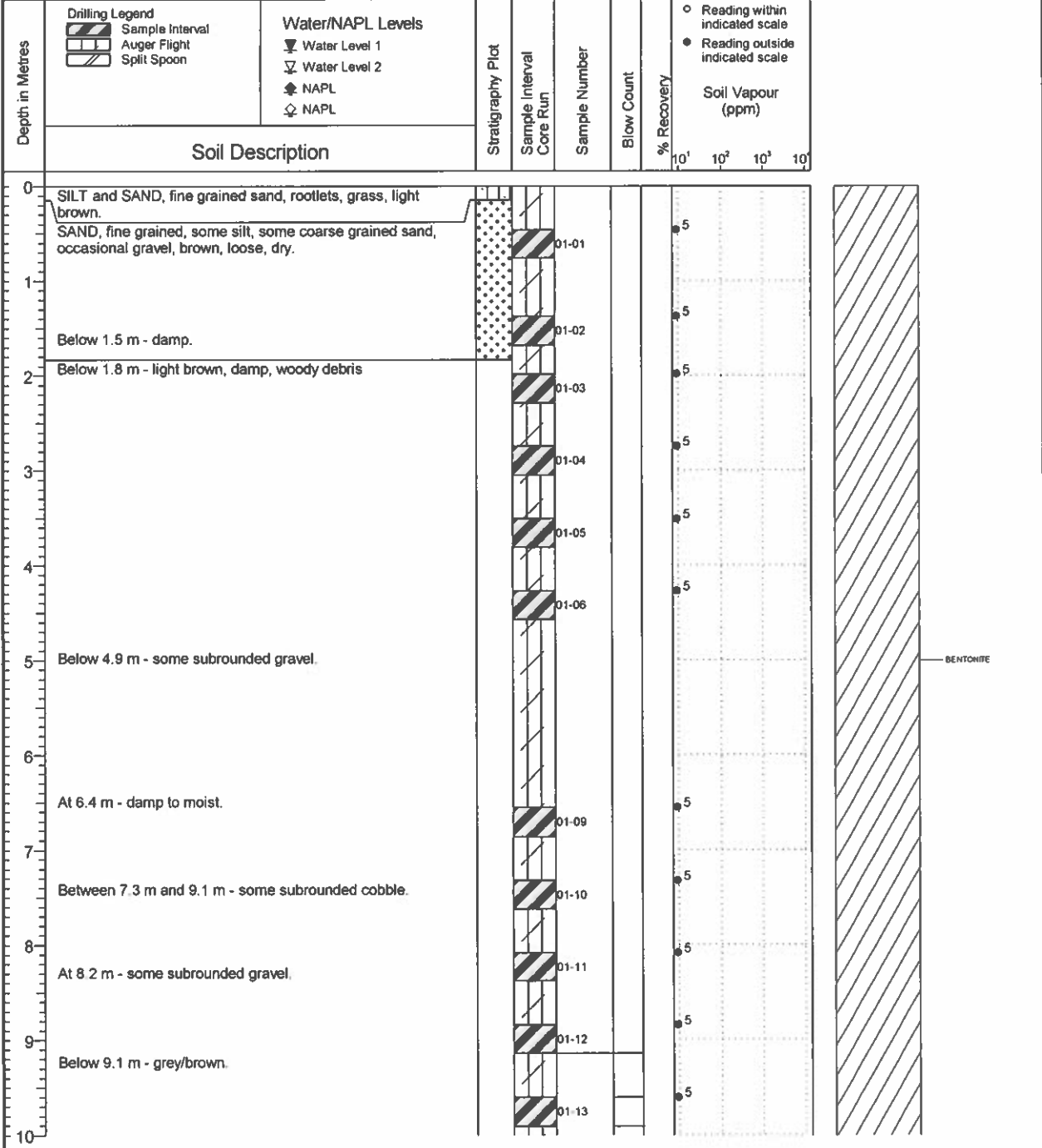
Location
Valemount Regional Landfill, Valemount, BC

PAGE 1 OF 3

Drilling Contractor Core Drilling Corp.
Drilling Method Hollow Stem Auger/Solid Stem Auger
Borehole Dia. (m) 0.20
Pipe/Slotted Pipe Dia. (m) none/none

Date Monitored n/a
Ground Surface Elev. (m) n/a
Top of Casing Elev. (m) n/a
Northing: Easting:

Project Number: 506508
Borehole Logged By: AP
Date Drilled: 2021 07 13
Log Typed By: HLC



QA, BH 2021-11-18 Print Date: 2021-11-18

NOTES



Client
Regional District of Fraser-Fort George

Borehole No. : BH21-01

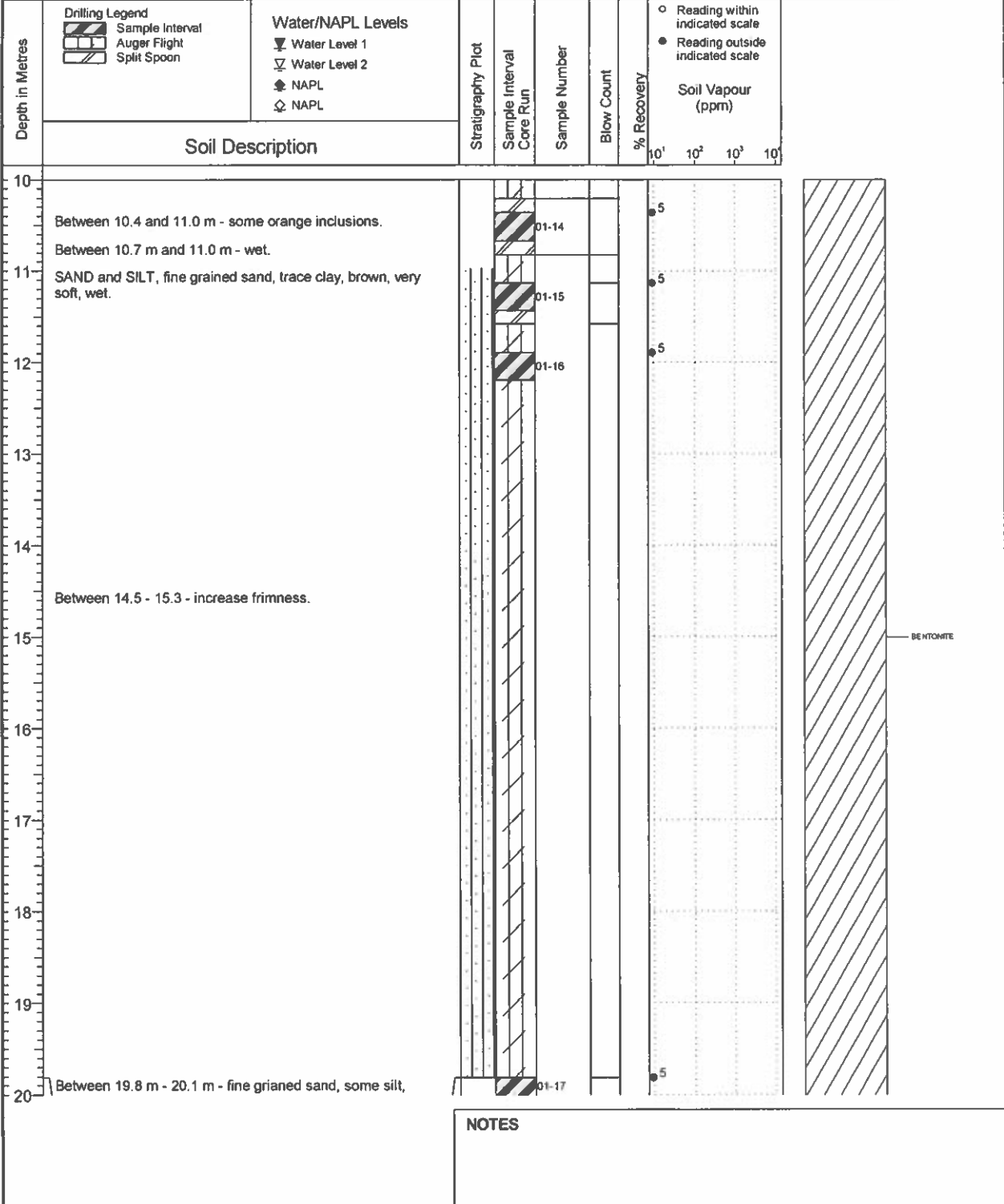
Location
Valemount Regional Landfill, Valemount, BC

PAGE 2 OF 3

Drilling Contractor Core Drilling Corp.
Drilling Method Hollow Stem Auger/Solid Stem Auger
Borehole Dia. (m) 0.20
Pipe/Slotted Pipe Dia. (m) none/none

Date Monitored n/a
Ground Surface Elev. (m) n/a
Top of Casing Elev. (m) n/a
Northing: Easting:

Project Number 506508
Borehole Logged By AP
Date Drilled 2021 07 13
Log Typed By HLC



QA: BH 2021 11 18 Print Date: 2021-11-18



Client
Regional District of Fraser-Fort George

Borehole No. : BH21-01

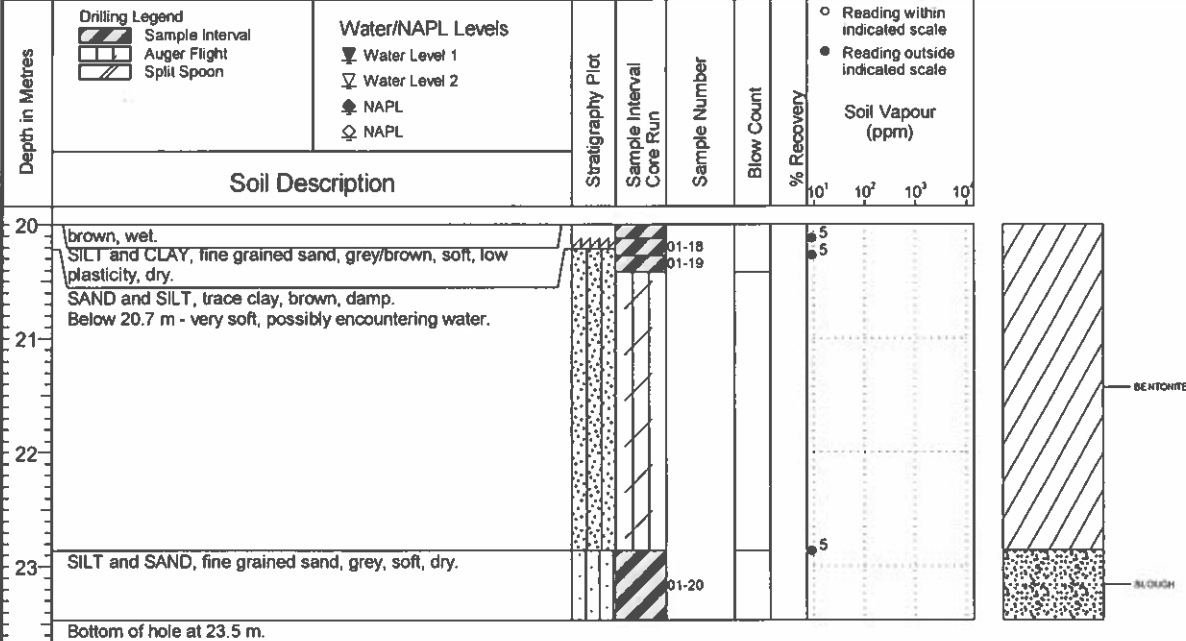
Location
Valemount Regional Landfill, Valemount, BC

PAGE 3 OF 3

Drilling Contractor Core Drilling Corp.
Drilling Method Hollow Stem Auger/Solid Stem Auger
Borehole Dia. (m) 0.20
Pipe/Slotted Pipe Dia. (m) none/none

Date Monitored n/a
Ground Surface Elev. (m)
Top of Casing Elev. (m) n/a
Northing: Easting:

Project Number: 506508
Borehole Logged By: AP
Date Drilled: 2021 07 13
Log Typed By: HLC



O.A. BH 2021 11 18 Print Date: 2021-11-18

NOTES



Client
Regional District of Fraser-Fort George

Borehole No. : BH21-02

Location
Valemount Regional Landfill, Valemount, BC

PAGE 1 OF 3

Drilling Contractor Core Drilling Corp.
Drilling Method Hollow Stem Auger
Borehole Dia. (m) 0.20
Pipe/Slotted Pipe Dia. (m) 0.05/0.05

Date Monitored n/a
Ground Surface Elev. (m)
Top of Casing Elev. (m) 101.302
Northing: 5861749.700 Easting: 750359.630

Project Number: 506508
Borehole Logged By: AP
Date Drilled: 2021 07 16
Log Typed By: HLC

| Depth in Metres | Soil Description | Stratigraphy Plot | Sample Interval Core Run | Sample Number | Blow Count | % Recovery | Soil Vapour (ppm) | Well Name 1 MW21-02 |
|-----------------|--|-------------------|--------------------------|---------------|------------|------------|-------------------|---------------------|
| | | | | | | | | |
| 0 | SILT and SAND, fine to coarse grained sand, trace gravel, subrounded, brown, loose, dry, trace rootlets. SAND, fine to coarse grained, some silt, occasional gravel, subrounded, dry. | | | | | | | |
| 1 | | | | | | | | |
| 2 | | | | | | | | |
| 3 | | | | | | | | |
| 4 | | | | | | | | |
| 5 | | | | | | | | |
| 6 | | | | | | | | |
| 7 | Below 6.7 m - some small cobble, fine and coarse subangular gravel. | | | | | | | |
| 8 | | | | | | | | |
| 9 | | | | | | | | |
| 10 | SAND, fine to coarse grained, some silt, trace gravel, rounded, brown, damp. | | | | | | | |

O.A.: BH 2021 11 18 Print Date: 2021-11-18

NOTES



Client
Regional District of Fraser-Fort George

Borehole No. : BH21-02

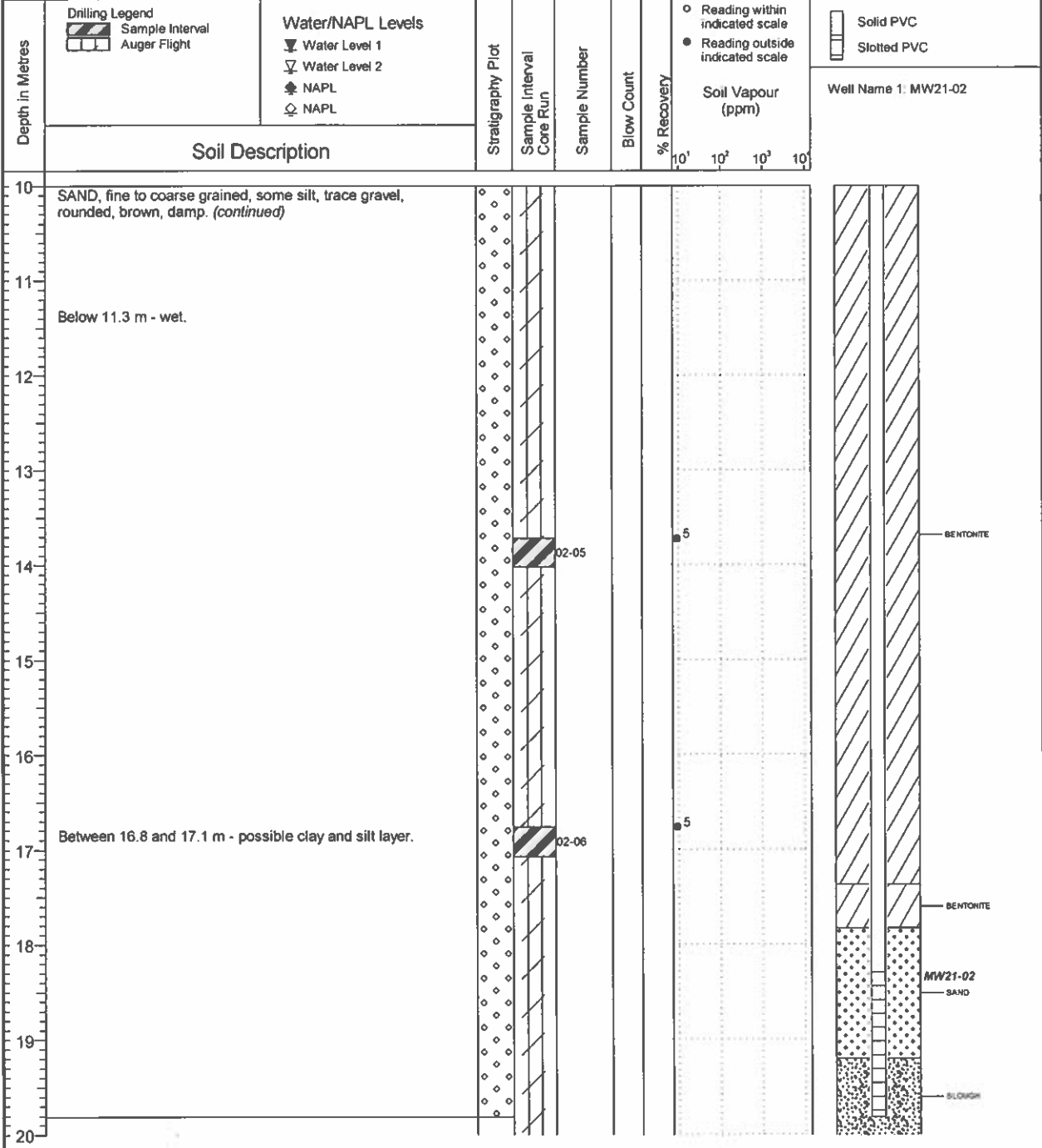
Location
Valemount Regional Landfill, Valemount, BC

PAGE 2 OF 3

Drilling Contractor Core Drilling Corp.
Drilling Method Hollow Stem Auger
Borehole Dia. (m) 0.20
Pipe/Slotted Pipe Dia. (m) 0.05/0.05

Date Monitored n/a
Ground Surface Elev. (m)
Top of Casing Elev. (m) 101.302
Northing: 5861749.700 Easting: 750359.630

Project Number 506508
Borehole Logged By: AP
Date Drilled: 2021 07 16
Log Typed By: HLC



NOTES

QA: BH 2021 11 18 Print Date: 2021-11-18



Client
Regional District of Fraser-Fort George

Borehole No. : BH21-02

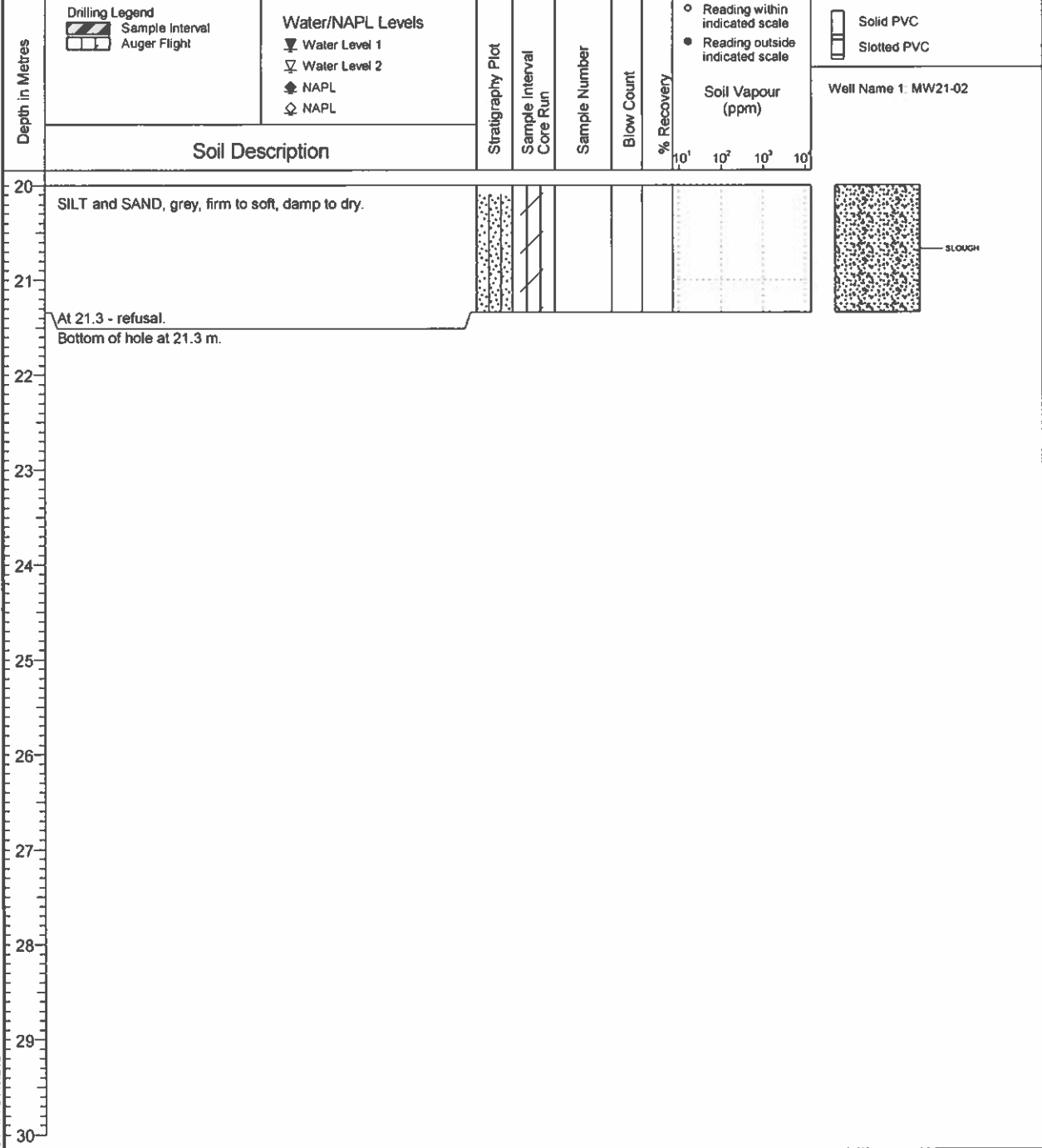
Location
Valemount Regional Landfill, Valemount, BC

PAGE 3 OF 3

Drilling Contractor Core Drilling Corp.
Drilling Method Hollow Stem Auger
Borehole Dia. (m) 0.20
Pipe/Slotted Pipe Dia. (m) 0.05/0.05

Date Monitored n/a
Ground Surface Elev. (m)
Top of Casing Elev. (m) 101.302
Northing: 5861749.700 Easting: 750359.630

Project Number 506508
Borehole Logged By: AP
Date Drilled: 2021 07 16
Log Typed By: HLC



QA_BH 2021 11 18 Print Date: 2021-11-18

NOTES



Client
Regional District of Fraser-Fort George

Borehole No. : BH21-03

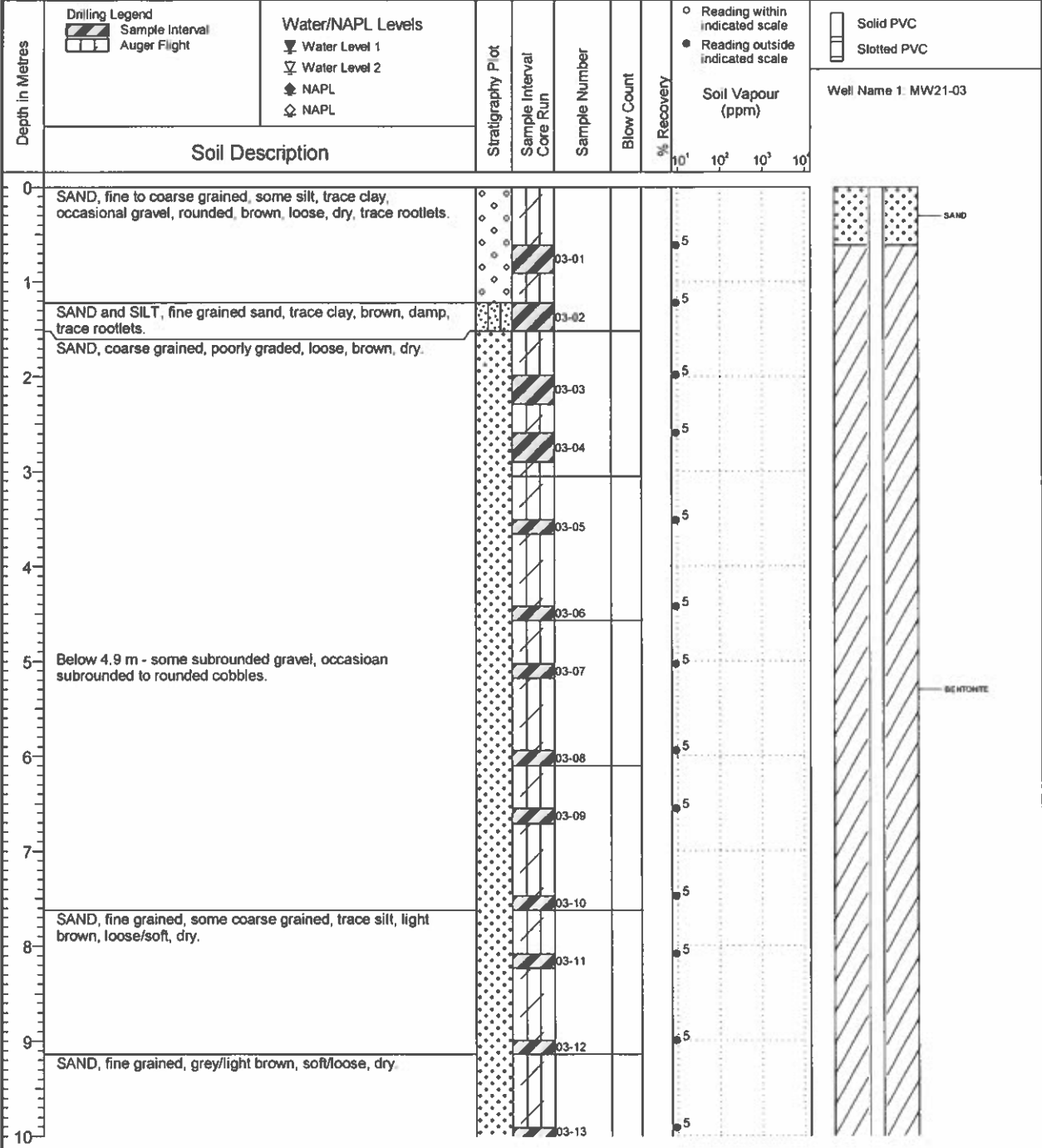
Location
Valemount Regional Landfill, Valemount, BC

PAGE 1 OF 3

Drilling Contractor Core Drilling Corp.
Drilling Method Hollow Stem Auger/Solid Stem Auger
Borehole Dia. (m) 0.20
Pipe/Slotted Pipe Dia. (m) 0.05/0.05

Date Monitored n/a
Ground Surface Elev. (m)
Top of Casing Elev. (m) 98.990
Northing: 5861923.070 Easting: 750200.290

Project Number: 506508
Borehole Logged By: AP
Date Drilled: 2021 07 17
Log Typed By: HLC



NOTES



Client
Regional District of Fraser-Fort George

Borehole No. : BH21-03

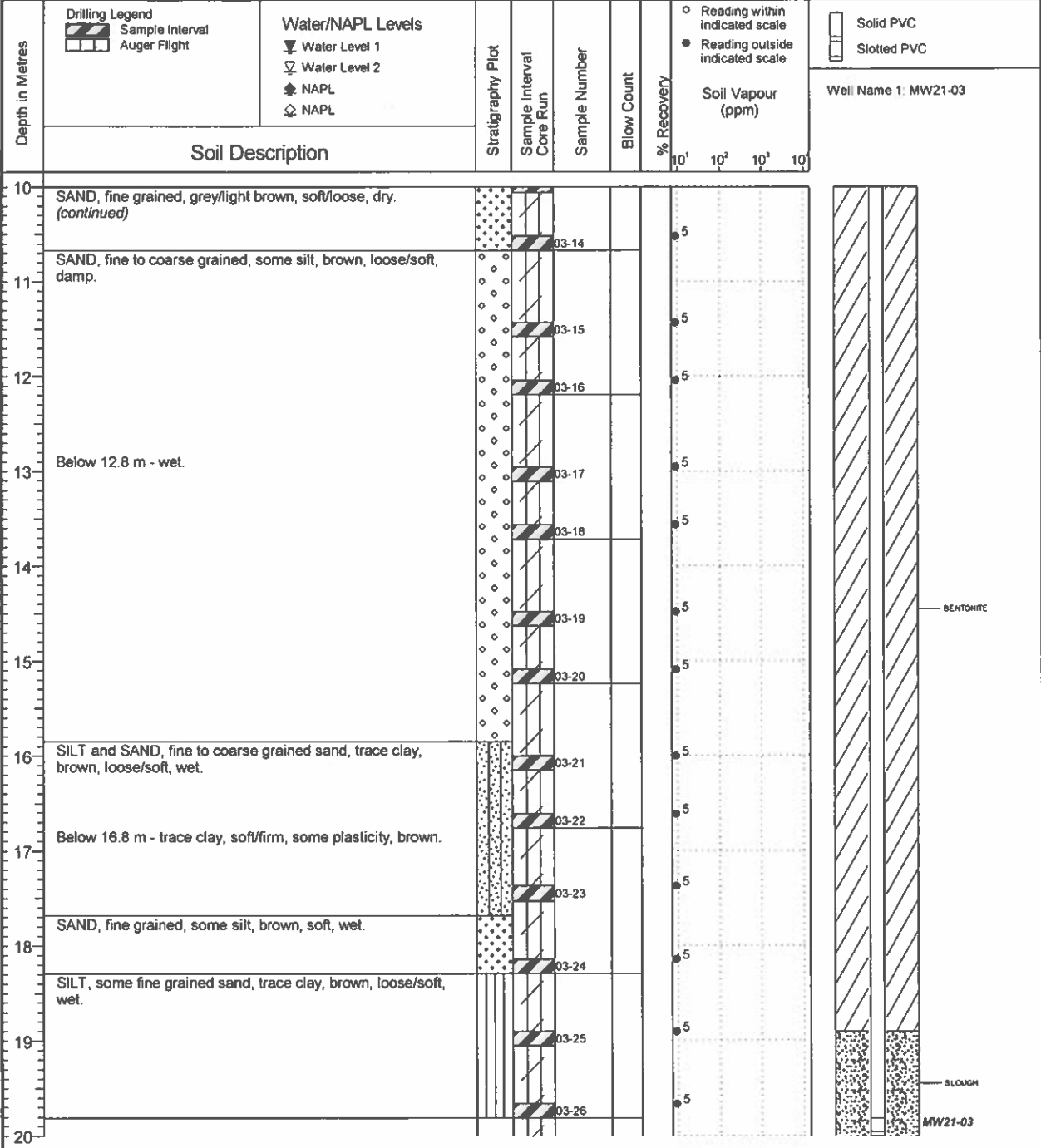
Location
Valemount Regional Landfill, Valemount, BC

PAGE 2 OF 3

Drilling Contractor Core Drilling Corp.
Drilling Method Hollow Stem Auger/Solid Stem Auger
Borehole Dia. (m) 0.20
Pipe/Slotted Pipe Dia. (m) 0.05/0.05

Date Monitored n/a
Ground Surface Elev. (m)
Top of Casing Elev. (m) 98.990
Northing: 5861923.070 Easting: 750200.290

Project Number 508508
Borehole Logged By AP
Date Drilled: 2021 07 17
Log Typed By: HLC



NOTES



Client
Regional District of Fraser-Fort George

Borehole No. : BH21-03

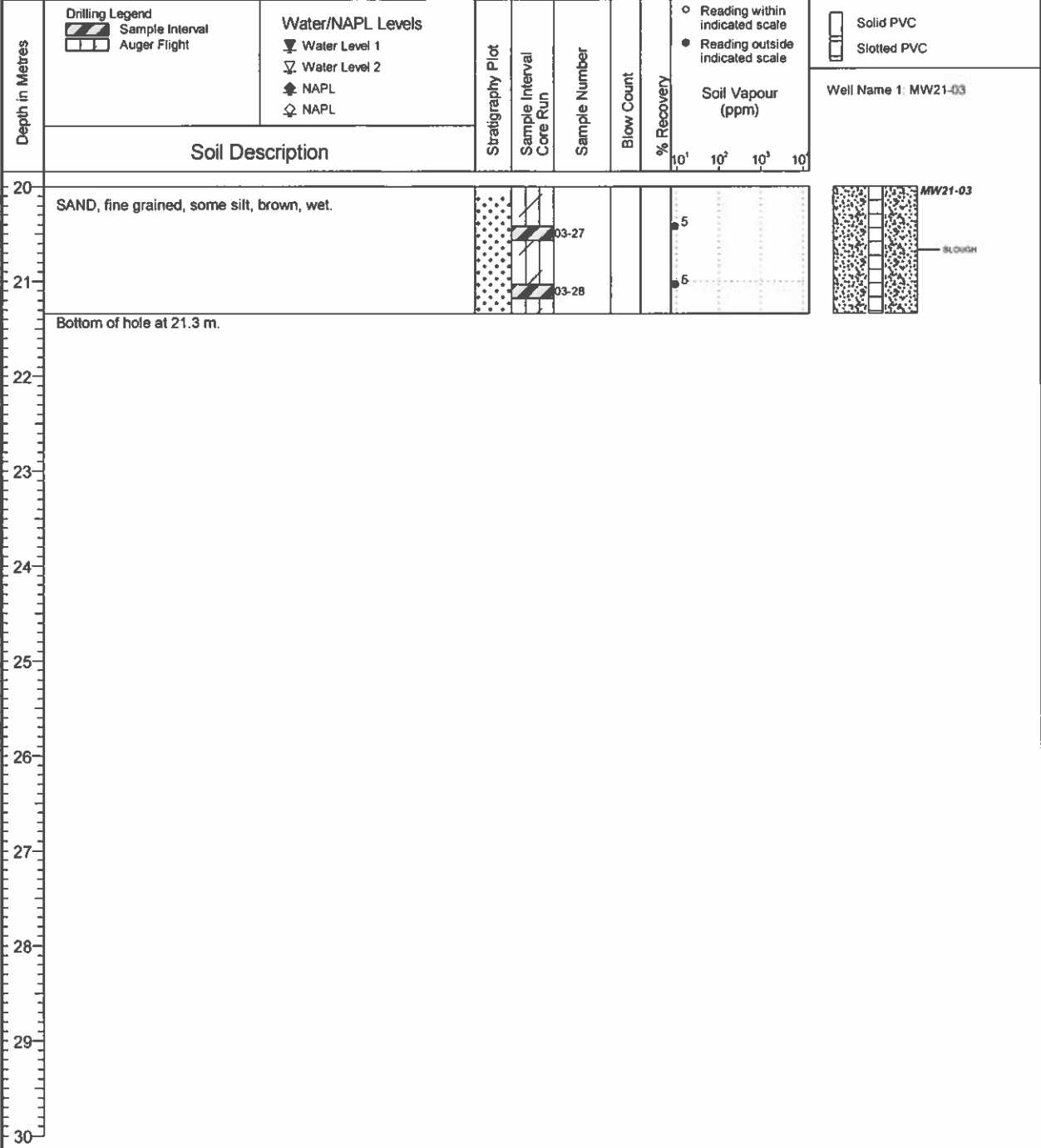
Location
Valemount Regional Landfill, Valemount, BC

PAGE 3 OF 3

Drilling Contractor Core Drilling Corp.
Drilling Method Hollow Stem Auger/Solid Stem Auger
Borehole Dia. (m) 0.20
Pipe/Slotted Pipe Dia. (m) 0.05/0.05

Date Monitored n/a
Ground Surface Elev. (m)
Top of Casing Elev. (m) 98.990
Northing: 5861923.070 Easting: 750200.290

Project Number 506508
Borehole Logged By AP
Date Drilled: 2021 07 17
Log Typed By HLC



NOTES

APPENDIX T – CCDC41 INSURANCE REQUIREMENTS

CCDC 41 CCDC INSURANCE REQUIREMENTS

PUBLICATION DATE: December 14, 2020

1. General liability insurance shall be with limits of not less than \$10,000,000 per occurrence, an aggregate limit of not less than \$10,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$10,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$10,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.
3. Manned Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than \$10,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than \$10,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.
4. Unmanned aerial vehicle liability insurance with respect to owned or non-owned aircraft (if used directly or indirectly in the performance of the *Work*), shall have limits of not less than \$5,000,000 per occurrence or accident for bodily injury, death and damage to property or such amounts as required by any applicable law or regulation.
5. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding \$10,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
6. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy including hot testing and commissioning.
7. Contractors' equipment insurance coverage written on an "all risks" basis covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.
8. Contractors' Pollution liability insurance shall have limits of not less than \$5,000,000 per occurrence for bodily injury, death and damage to property.

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Specifications Canada

The Royal Architectural
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APPENDIX U – SAMPLE PRIME CONTRACTOR AGREEMENT



REGIONAL DISTRICT of Fraser-Fort George

PRIME CONTRACTOR AGREEMENT

WHEREAS:

- A. **Company Name** (“Contractor”) intends to perform certain work on the following lands or premises of which the Regional District of Fraser-Fort George (the “Regional District”) is the owner for the purposes of the *Workers Compensation Act* R.S.B.C. 2019, c.1 (the “Act”) and which are or may be a multiple-employer workplace for the purposes of the Act:

[insert description of road or park or legal description of property/ies]

(the “Regional District Lands”);

- B. Pursuant to section 24 of the Act, the owner of a multiple-employer workplace may enter into a written agreement with a directing contractor, employer or other person to be the prime contractor for that workplace; and
- C. The Contractor has agreed to be the prime contractor relating to that portion of the Regional District Lands and premises on which the work will be performed.

NOW THEREFORE THIS AGREEMENT WITNESS that, in consideration of the sum of One Dollar (\$1.00) now paid to the Regional District to the Contractor (the receipt and sufficiency whereof is hereby acknowledged),

1. The Contractor hereby agrees, pursuant to Section 24 of the Act, to be the prime contractor for the Works on the Regional District Lands, and to carry out the obligations set out in Section 24 of the Act and all applicable regulations.
2. The Contractor hereby acknowledges that it is familiar with the provisions of Section 24 of the Act and all applicable regulations and understands the obligations it is assuming.
3. Any violation of the Act and applicable regulations by the prime contractor may be considered a breach of contract resulting in possible termination or suspension of the agreement and/or any other actions deemed appropriate at the discretion of the Regional District.
4. Any penalties, sanctions or additional costs levied against the Regional District, as a result of the actions of the prime contractor are the responsibility of the prime contractor.
5. The Regional District hereby revokes any past appointments of a prime contractor on the Regional District Lands.

Executed this day of , 2026

Regional District, by its authorized signatory,

Contractor Name: by its authorized signatory,

155 George Street, Prince George, BC V2L 1P8

ELECTORAL AREAS A, C, D, E, F, G AND H | MACKENZIE | MCBRIDE | PRINCE GEORGE | VALEMOUNT