

# INVITATION TO TENDER

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Sealed Tenders Marked: **VRRWMSC – Vermillion Transfer Station Retaining Walls**

Will be received until **2:00 P.M.**, local time, **Thursday May 9th, 2024**.

Only electronic Tender submissions received at the following email address will be accepted:

[Dan.Cyr@bareng.ca](mailto:Dan.Cyr@bareng.ca)

Mandatory Pre-Bid Walkthrough: **Monday April 22<sup>nd</sup>, 2024 @ 10:00am (local time)**

The Work generally consists of:

- Demolish the two existing concrete retaining walls and apron slabs.
- Construct two new retaining walls per BAR Engineering's drawings S1.0 and S2.0.
- Construct two new concrete apron slabs per BAR Engineering's drawings S1.0, S2.0 and C1.0.

The Tender submission must be accompanied by a **ten percent (10%) Bid Bond** and **Consent of Surety** as well as a **Certificate of Recognition** as described in the "Instructions to Bidders".

**The Owner** reserves the right to reject any or all Tenders or to accept the Tender deemed to be most favourable to **The Owner**, as described in the "Instructions to Bidders"

For more information, please contact BAR Engineering Co. Ltd., Buildings Division,  
**Dan Cyr, P.Eng** at (780) 875-1683.



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## **1.0 SCOPE OF WORK**

The Work under this Contract consists of the construction of two new retaining walls and two new apron slabs at the Vermillion Transfer Station. The bidder (also referred to as the Contractor) is responsible for the items as outlined.

The bidder shall supply all necessary materials, equipment, tools, labour, supervision, expertise, and incidentals to undertake and complete the Work in accordance with the Plans, Technical Specifications and other Terms and Conditions outlined in this Contract. All workmanship shall conform to National Codes of Canada.

The retaining walls/aprons are to be demolished and replaced one at a time in order to maintain operations during construction. **The work shall be completed by August 31<sup>st</sup>, 2024.**

### **1.1 Demolition**

#### **1.1.1 Complete all demolition as noted below.**

- Remove the backfill adjacent to the existing concrete retaining walls.
- Remove and discard the two existing concrete retaining walls.
- Remove and discard the two existing concrete apron slabs.

### **1.2 Construction**

#### **1.2.1 Complete all construction as shown on the Tender Drawings.**

- Construct two new concrete retaining walls and footings.
- Install impact bollards.
- Construct two new concrete apron slabs.
- Backfill the new retaining walls with 2 inch minus pitrun c/w: clay cap

## 2.0 INSTRUCTIONS TO BIDDERS

### 2.1 General

The Instructions to Bidders contained herein provide directions as to the manner in which Tenders are to be completed and submitted. These Instructions to Bidders form part of the Contract Documents making up the Agreement to be executed by the Owner and the Contractor and will bind the Bidder and the Owner to the extent and applicability of its provisions.

### 2.2 Delivery of Tenders

Each Tender must be submitted electronically to the following email address with the subject line containing the following: **VRRWMSC – Vermillion Transfer Station Retaining Walls**

Dan.Cyr@bareng.ca

Electronic submission of Tenders will be received electronically until **2:00 P.M.**, local time, **Thursday May 9<sup>th</sup>, 2024**. No Tender received after this time will be considered. The Owner and Consultant cannot guarantee confidentiality of any emailed notice and the Bidder assumes all risks associated with this form of communication.

The following information is also to be clearly stipulated in the email submission:

Tender closing date and time

Bidder's Name and Address

The Bidder acknowledges that their submitted Tender becomes the property of the Owner and will be retained by the Owner after the date of closing of the Tenders.

Tenders **will not** be opened and read publicly.

### 2.3 Preparation of Unit Prices Schedules

The Bidder shall examine the Scope of Work, Instructions to Bidders, Tender Forms, Plans and Drawings, Special Provisions, General Conditions, Contract Agreement, and shall carefully investigate and satisfy themselves of every condition affecting the Work, including the site conditions of the Work and the labour, equipment, and materials to be provided. It is agreed that the submission of a Tender shall be conclusive evidence that the Contractor has made such investigation and that, whether or not they have so investigated, they are willing to assume and do assume all risk regarding conditions affecting the Work.

In the event that the Bidder should find discrepancies in, or omissions from the Plans and Drawings or other Contract Documents, or should be in doubt as to their meaning, they shall immediately notify the Consultant.

The Bidder's prices shall be completed on the Tender Forms provided. An accurate and balanced breakdown of the lump sum price must be submitted in Schedule "A" – Lump Sum Price Breakdown of Section 3.0 Tender Forms. Work required, but not specifically mentioned, is to be included in the item to which it is most likely associated. If there is a discrepancy between the lump sum price and the extended bid amount, the lump sum price will be deemed to represent the intention of the Bidder.

**The lump sum prices and the aggregate or extended bid amount shall be exclusive of GST and PST costs.**

**The lump sum prices must be submitted on the materials / products specified and not on substitutions. The acceptance of substitutions may be considered but only after the closing of the Tenders.**

The Tender must be an original copy bearing the Bidder's signature and official seal, or the Bidder's signature must be witnessed.

## **2.4 Tender Quantities**

The quantities given in the Tender Form are to be considered as reasonably approximate estimates and are the quantities that will be used in the evaluation of the Tenders.

It is agreed that the quantities of Work to be done or materials to be furnished may be altered by the Consultant and such alterations shall not be considered as a waiver of any condition of the Contract, nor as invalidating any provisions thereof, nor shall any changes be made in the Contract unit prices on account of such alteration, but the same unit prices shall apply as if no alterations had been made.

Payment to the Contractor will be made on the basis of the actual quantities of Work performed or materials furnished and used in satisfactorily completing the Work in accordance with the Plans and Drawings, Technical Specifications and Special Provisions. Being a lump sum price Contract, payments will be calculated on the estimated percentage of the Work completed as determined by the Consultant.

## **2.5 Tender Deposit**

The Tender must be accompanied by a Bid Bond made payable in the name of the Owner in the amount of **ten percent (10%)** of the Tender Amount of the Work. A Certified Cheque in the amount of **ten percent (10%)** of the Tender Amount of the Work shall be deemed to be an acceptable alternative of Bid Bond. Bid Bonds or Certified Cheques may be copied and attached to the electronic submittal (digitally signed versions are acceptable), although original versions are to be delivered to VRRWMSC building within seven (7) days of Tender submittal at the following address:

Box 3125  
Vermillion, AB  
T9X 2B1

Bid Bonds, or Certified Cheques, of unsuccessful Bidders will be returned as soon as possible after the award of the Contract, or if no Contract is awarded, after the Owner reaches such decision. The Bid Bond, or Certified Cheque, of the successful Bidder will be returned following the receipt of the necessary Security (Guarantee) Bonding and Proof of Insurance coverage, and their execution of the Contract Agreement.

The obligation of the Tender Deposit shall be that if the Owner accepts the Tender and the Bidder refuses to sign the Contract and to provide the specified performance guarantees, then the Tender Deposit shall be forfeited to the Owner.

## **2.6 Consent of Surety**

The Contractor shall, with their Tender submission, submit a "**Consent of Surety**" from a Surety Company licensed to do business in the Province of Alberta stating that it is willing to supply **Security (Guarantee) Bonding** required for the Contract in the amounts described in the General Conditions of the Contract.

## **2.7 Contractor's Insurance**

The Contractor is advised that they will be required to provide and continuously maintain insurance coverage for the project consistent with the terms and conditions outlined in the General Conditions of the Contract.

## **2.8 Worker's Compensation Board**

The Contractor shall be registered as a member in good standing with the Worker's Compensation Board in the Province in which the Work is to be performed (Saskatchewan). A copy of the Contractor's WCB Clearance Letter shall be included in the Tender submission.

## **2.9 Commencement and Completion of the Work**

Work may immediately begin following the award of Tender.

The Contractor shall, state in the Tender Form their anticipated dates of commencement and completion of the Work, as these dates will be used by the Owner in evaluating the Tenders.

**The bidder must submit a schedule related to the construction phasing with the Tender. The schedule shall indicate milestone dates for the completion of the major components of the Work.**

## **2.10 Permits and Licenses**

The Bidder who is awarded the Contract, shall obtain and pay for all permits and licenses required by the Province, Municipality, or any other authority to enable the Bidder to do all things necessary to perform the Contract. The Bidder shall also notify all Subcontractors to obtain and pay for all permits and licenses required either by the Province, Municipality, or any other authority to enable the Bidder to do all things necessary to perform the Contract, according to the provisions of the Contract.

## **2.11 Acceptability of Tenders**

**The Owner reserves the right to reject any or all Tenders or to accept the Tender deemed to be most favourable to the Owner. The lowest Tender may not necessarily be accepted. The Owner further reserves the right in its sole discretion to cancel the Tender in whole or in part, without any award, for any reason, at any time.**

The Tender submission shall be signed and sealed by the Bidder and shall include all pages contained within Section 3.0 Tender Forms of the Tender Document as well as other documentation previously identified as being required.

Tenders that are unsigned, incomplete, conditional, illegible, obscure, or that contain additions not called for, reservations, erasures, alterations, or irregularities of any kind, may be rejected as unacceptable.

Tenders in which prices are obviously unbalanced may be rejected.

Tenders not accompanied by a Bid Bond or Certified Cheque may be rejected.

Tenders not accompanied by a Consent of Surety or a Letter stipulating the provision of an alternate form of Security (Guarantee) Bonding may be rejected.

Evidence of inadequate experience, inadequate capacity to perform the Contract, or evidence of previous failure to perform adequately on similar work are considered terms for rejection of a Tender.

This tender is subject to the New West Partnership Trade Agreement (NWPTA) and the Canadian Free Trade Agreement (CFTA).

## **2.12 Evaluation Criteria**

Owner(s) must express satisfaction with the quality of Work, capacity to complete the Work, efficient use of time and professional conduct of the Bidder.

The Owner may contact references provided by the applicants in the Tender Forms at its discretion. Any information obtained from references may be used by the Owner in evaluation of the submissions. The Owner reserves the right to evaluate a Bidder's score based on any information relevant to the Bidder's past projects and capacity of completing past projects. In general, references will be asked for information pertaining to the Bidder's past work on the following:

- Timeliness of project delivery, clean-up, and efficiency in Contract completion.
- Level of project planning and organization.
- Adherence to Contract specifications.
- Control of subcontractors and suppliers.
- Safety performance and traffic accommodation.

The Consultant may request that an applicant provide written clarifications or the submission of supplementary written information in relation to any clarification request with respect to their submission. Any such clarifications will be considered in the evaluation of submissions. The Owner may request clarifications from one or more applicants but not necessarily all applicants.

## **2.13 Withdrawal of Tender**

At any time prior to the closing time for bidding, the Bidder may withdraw its Tender by delivering an email notice, signed by an authorized representative of the Bidder, to the Consultant at the email address specified in the Invitation to Tender and Instructions to Bidders.

The responsibility for ensuring that any request to withdraw a Tender rests fully with the Bidder, and the Consultant and Owner and their employees or agents shall not be liable nor responsible for such requests not being received or for not achieving the purpose intended, for any reason whatsoever

## **2.14 Modification of Tender**

A Bidder may modify their Tender (including modifications to the Unit Price Schedule) provided the modifications are made prior to 30 minutes before the time set for closing of Tenders. The modified Tender must be resubmitted electronically in accordance with the submission requirements.

For modification of the Lump Sum Price Schedule to be accepted, the entire Lump Sum Price Schedule being modified must be completely filled out and resubmitted and it must be signed by an authorized representative of the Bidder and received no later than 30 minutes before the time set for closing of the Tenders. Partial modifications, or modifications to specific items in the Lump Sum Price Schedule will not be accepted. The entire Lump Sum Price Schedule must be resubmitted for it to be accepted.

The responsibility for any modification of a Tender rests fully with the Bidder, and the Consultant and Owner and their employees or agents shall not be liable nor responsible for such requests not being received or for not achieving the purpose intended, for any reason whatsoever.

## **2.15 Award of Contract**

The Tender shall be open for acceptance by the Owner for up to **sixty (60) days** after its receipt by the Consultant. By the act of submitting their Tender, the Contractor waives any right to contest in any legal



proceedings or action the right of the Owner to award the Work to whomever it chooses and for whatever reason the Owner deems appropriate.

No act of the Owner other than a "Notice of Award" in writing shall constitute the acceptance of a Tender. Such Notice of Award shall be signed by the Consultant on behalf of the Owner and forwarded to the selected Contractor at the address given in the Tender Forms and shall bind the Contractor to submit the required Security (Guarantee) Bonds to execute the Contract within **fourteen (14) days** of the date of the Notice of Award.

## 2.16 Omissions or Discrepancies

In the case of any inconsistency or conflict between the provisions of the Contract Agreement, Specifications, Plans, General Conditions, Tender Forms, or any other documents or writings, provisions of such documents shall take precedence and govern in the following order:

1. Contract Agreement
2. Special Provisions
3. General Conditions
4. Contract Drawings
5. Technical Specifications
6. Standard Detail Drawings
7. Tender Forms
8. Instructions to Bidders
9. Invitation to Tender
10. All other Documents or Writings

Figured dimensions on a drawing take precedence over measurements scaled from the drawing and large-scale drawings take precedence over those of smaller scale. Supplementary drawings and specifications supersede the antecedents. In case of a conflict between figured dimensions on a drawing and the dimension of a specified product, the dimensions of the specified product will govern. The drawings and specifications complement each other, and anything called for by one will be as binding as if called for by both.

Should a Bidder find discrepancies in, or omissions from, the Plans and Drawings or other Contract Documents, or should they be in doubt as to their meaning, they should at once notify the Consultant who may send a direction to all Bidders. No oral interpretations shall be made to any Bidder as to the meaning of any part of the Contract Documents. Every request for interpretation shall be made in writing and addressed to the Consultant:

BAR Engineering Co. Ltd.  
5237 – 70<sup>th</sup> Avenue  
Lloydminster, Alberta  
T9V 3N6

Phone: (780) 875-1683  
Email: Brooke.anderson@bareng.ca

Attention: **Brooke Anderson**

## 2.17 Examination of the Site

All Bidders must attend a mandatory site walk-thru on **Monday April 22<sup>nd</sup>, 2024 @ 10:00am local time**. Walk-thru to proceed from the front entrance of the **Vermillion Transfer Station** and shall be facilitated by **Fran Schaumleffel (VRRWMSC) and Dan Cyr (BAR Engineering)**.

The Contractor, by submitting their tender, acknowledges that they have satisfied themselves as to the nature and location of the work, the general and local conditions, particularly those affecting transportation, disposal, handling and storage of materials, availability of labour, roads, uncertainties of weather, the conformation and conditions of the ground, the character of equipment and facilities needed

preliminary to and during the execution of the work and all other matters which can in any way effect the work or the cost thereof under this contract. The Contractor further acknowledges that they have satisfied themselves as to the character, quality and quantity of surface and subsurface materials to be encountered. Any failure of the Contractor to do so will not relieve themselves from the responsibility for estimating properly the difficulty or cost of successfully performing the work.

## **2.18 Addenda**

Addenda, when issued, form part of the Tender Document. The Bidder shall acknowledge receipt of each Addendum in the space provided in the Tender Forms. The individual items in the Addendum shall be added, deleted, or changed in accordance with the instructions contained in the addendum letter. A copy of each Addendum will be inserted in the Contract Document.

**Close of Questions: May 6<sup>th</sup>, 2024**

**Final Issue of Addenda: May 7<sup>th</sup>, 2024**

## **2.19 Unit Prices to Include**

The lump sum prices in the Tender Forms shall be full compensation to the Contractor for all work completed and for goods and services furnished by them to complete the project. Such items as mobilization and demobilization costs, overhead, profit and other miscellaneous expenses are to be included pro rata in the lump sum prices.

### 3.0 TENDER FORMS

FOR: **VRRWMSC**

PROJECT NAME: **VERMILLION TRANSFER STATION RETAINING WALLS**

#### 3.1 Tender Agreement

We, the undersigned Bidder, having carefully examined the Plans and Drawings, Technical Specifications and related Contract Documents and locality of the proposed Work, and having full understanding of the Work required and of the materials to be furnished and used, hereby agree to provide all necessary equipment and tools, materials, supervision and labour to perform and complete all the Work and fulfill everything as set forth and in strict accordance with the Contract Documents and any Addendums that may have been issued at the lump sum prices set out by us in the accompanying Lump Sum Price Schedule.

We further agree that if our offer is accepted, we will submit the required Security (Guarantee) Bonds and will execute the Contract within fourteen (14) days of the issuance of the Notice of Award.

If our quotation is accepted, we agree to commence the Work by \_\_\_\_\_ and to complete the Work on or before \_\_\_\_\_, or such later date as the Owner may for any reason accept or approve.

Enclosed with our submission is the following documentation:

- Schedule "A" Lump Sum Price Breakdown
- Schedule "B" Acknowledgement of Addenda Received
- Schedule "C" List of Supervisory Personnel
- Schedule "D" Experience in Similar Work Completed
- Schedule "E" Preliminary Construction Schedule
- Force Account Rates
- Bid Bond in the amount of ten percent (10%) of our Tender Amount
- Consent of Surety
- Proof of Insurance

This Tender is executed under seal at \_\_\_\_\_ this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Contractor's Signature)

\_\_\_\_\_  
(Contractor Address)

\_\_\_\_\_  
(Witness or Seal)



**3.3 Schedule “B” – Acknowledgement of Addenda Received**

We, the Bidder, acknowledge receipt of the following addendums:

#1 \_\_\_\_\_

#2 \_\_\_\_\_

#3 \_\_\_\_\_

#4 \_\_\_\_\_

\_\_\_\_\_  
(Contractor’s Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name of Contractor)

**3.4 Schedule “C” – List of Supervisory Personnel**

List below the key personnel who will be associated with the project and what their duties will be and attach resumes outlining qualifications and experience.

<b>Name</b>	<b>Position</b>	<b>Experience</b>

**3.5 Schedule “D” – Experience in Similar Work Completed**

The following is a list of the Bidder’s experience in performing work of a similar nature to the Work being tendered by the Owner.

1. Project Title: \_\_\_\_\_

Location: \_\_\_\_\_

Work Description: \_\_\_\_\_  
\_\_\_\_\_

Date Complete: \_\_\_\_\_ Value of Contract: \$\_\_\_\_\_

Project Owner: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Architect / Engineer: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Key Personnel and Subcontractors: \_\_\_\_\_  
\_\_\_\_\_

2. Project Title: \_\_\_\_\_

Location: \_\_\_\_\_

Work Description: \_\_\_\_\_  
\_\_\_\_\_

Date Complete: \_\_\_\_\_ Value of Contract: \$\_\_\_\_\_

Project Owner: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Architect / Engineer: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Key Personnel and Subcontractors: \_\_\_\_\_  
\_\_\_\_\_





### 3.7 Force Account Rates

In the event that the Contractor is requested to perform Work not covered by the unit prices contained in the Lump Sum Price Breakdown, **the Contractor is requested, as part of their Tender submission, to submit their Force Account Rates.** These Force Account Rates shall include:

- Labour

All classification of labour and supervision along with their hourly rates and overtime rates and which shall also include an allowance for payroll costs, fringe benefits, accommodation and board allowance, and profit.

- Equipment

The rates for equipment, vehicles, and power tools shall include operator wages, all maintenance and operation costs, and the Contractor overhead and profit. All equipment will be paid for at the Contractor's established rates but such rates, however, shall not exceed the rates listed in the latest edition of the Alberta Transportation Schedule of Rental Rates for Construction Equipment, or the Saskatchewan Highways & Transportation Schedule of Rates, as applicable.

- Subcontract Work

An allowance to the Contractor for profit, superintendence, and all other related expenses shall not exceed **ten percent (10%)** of the Subcontractor's bill for such work.

- Materials

Materials provided by the Contractor shall be paid for at the suppliers' invoice price plus an additional amount not exceeding **ten percent (10%)** of the cost to cover handling, storage, and indirect overhead costs.

**It is expressly understood and agreed that only Work authorized by the Consultant in writing shall be undertaken and carried out under Force Account.**

#### **4.0 CONTRACT AGREEMENT**

Refer to the attached CCDC 2 Stipulated Price Contract and Supplementary Conditions.

## 5.0 GENERAL CONDITIONS

### 5.1 Local Conditions

It is understood and agreed that the Contractor has, by careful examination, satisfied themselves of the location and nature of the Work and the topography and soil structure of the site, the nature and quantity of the materials to be used, the equipment and facilities needed preliminary to and during the prosecution of the Work, and all other matters which can in any way affect the Work under the Contract. No verbal agreement or conversation with the Owner, their employees, or agents, either before or after the execution of the Contract, shall affect or modify any of the obligations contained in this Contract.

The Contractor shall promptly notify the Consultant in writing if, in their opinion, the subsurface conditions at the place of the Work differs materially from those indicated in the Contract Documents, or a reasonable assumption of probable conditions based thereon. After prompt investigation, the Consultant will determine whether, in fact, conditions do differ materially to warrant issuance of appropriate additional instructions for changes in the Work.

### 5.2 Supplementary Drawings/Shop Drawings

When, in the opinion of the Consultant, it becomes necessary to explain more fully the Work to be done, or to illustrate the Work further, or to show any changes that may be required, drawings known as Supplementary Drawings with Supplementary Specifications pertaining thereto, will be prepared by the Consultant, and will be given to the Contractor. The Supplementary Drawings shall be binding upon the Contractor with the same force as the Plans and Drawings listed in the Contract Agreement and included in the Technical Specifications.

When called for in the Contract Documents, or as may be requested by the Consultant, the Contractor shall arrange for the preparation of clearly identified "shop drawings" in support of the prosecution of the Work. The term "shop drawings" means any drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data that are to be provided by the Contractor to illustrate details of a portion or portions of the Work. Such "shop drawings" shall be submitted by the Contractor to the Consultant for review well in advance of the time that the Work illustrated is to be undertaken.

### 5.3 Security (Guarantee) Bonds

The successful Bidder shall deposit with the Owner, through the Consultant, at, or prior to, the time of signing the Contract Agreement, the following Security (Guarantee) Bonds:

- A **Performance Bond** in the amount of **fifty percent (50%)** of the Contract Tender Amount for due performance of the Contract;
- A **Labour and Materials Payment Bond** in the amount of **fifty percent (50%)** of the Contract Tender Amount for the payment in full of claims for the labour and material used or reasonably required for use in the performance of the Contract.

The same Surety Company providing the Consent of Surety shall issue the respective Security (Guarantee) Bonds.

The cost of securing and providing all Security (Guarantee) Bonds shall be borne by the Contractor and the Contractor shall continuously carry and maintain the Security (Guarantee) Bonding, at their entire cost, for the duration of the Contract until all the Work has been satisfactorily completed, generally coincidental with the issuance of the Final Acceptance Certificate.

**No Work under the Contract shall be commenced unless the Security (Guarantee) Bonds are in place.**

## 5.4 Contractor's insurance

Without limiting any of the Contractor's obligations or liabilities under the Contract Documents, the Contractor shall, and shall cause its Subcontractors to, obtain and continuously carry and maintain, while the Work is being performed including as may be required any remedial Work, and until expiry of the warranty (guarantee) period, at the Contractor's expense and cost, the following insurance coverage with minimum limits not less than those stated:

### a) General Liability Insurance

General liability insurance in a form acceptable to the Owner, with limits of not less than **five million dollars (\$5,000,000)** inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof. Such coverage shall be endorsed to include, but not necessarily limited to, Products and Completed Operations hazards, Contractual Liability (including liability assumed under this Contract), and Owner's and Contractors Protective Liability coverage, and shall cover liability arising out of this Contract and all operations necessary or incidental thereto.

The General liability insurance shall include the Owner and the Consultant as additional named insured under this policy for any and all claims arising out of the Contractor's operations and shall also cover as unnamed insureds all Subcontractors, materials suppliers, and anyone employed directly or indirectly by the Contractor or Subcontractors to perform a part or parts of the Work.

### b) Automobile Liability Insurance (Owned and Non-owned)

Automobile liability insurance with respect to licensed vehicles (in respect of vehicles that are required by law to be insured), with coverage limits of not less than **two million dollars (\$2,000,000)**, inclusive per occurrence for bodily injury, death, and damage to property, covering all licensed vehicles, owned, leased, rented or used by the Contractor.

### c) Course of Construction Insurance

"All-Risks" course of construction insurance in the joint names of the Contractor, Owner, and Consultant, with the Subcontractors as unnamed insureds, insuring not less than the sum of the amount of the Contract Price and the full value of materials provided by the Owner for incorporation into the Work, with a deductible not exceeding \$2,500.00, with such coverage to contain sub-limits for materials in transit and materials stored at unnamed locations.

### d) Contractors' Equipment Insurance

"All-Risk" contractors' equipment insurance covering construction machinery and equipment used by the Contractor in the performance of the Work, including boiler insurance for temporary boilers and pressure vessels, with a deductible not exceeding \$10,000.00.

All policies of insurance shall be in a form acceptable to the Owner and shall not allow subrogation claims by the insurer against the Owner or Consultant and must state so on the insurance certificate. A **Waiver of Subrogation** shall be identified on the Certificate of Insurance.

The specified limits of insurance and coverage in no way define or limit the obligation of the Contractor to indemnify the Owner in the event of loss.

All policies of insurance shall provide that at least thirty (30) days prior written notice be given to the Owner in the event of cancellation or amendment restricting coverage.

**Certified copies of such insurance coverage shall be filed with the Owner, through the Consultant at, or prior to, the execution of the Contract Agreement. No Work under the Contract shall be commenced unless the required insurance is in place.**

## **5.5 Notice to Proceed**

The Consultant will issue a "Notice to Proceed" with the Work to the Contractor after the required Security (Guarantee) Bonding and copies of insurance have been provided and the Contract Agreement has been executed by both parties. Until the Notice to Proceed has been issued, any Work, or portions thereof, that are undertaken by the Contractor shall be at their own risk and expense.

## **5.6 Contract Documents at the Work Site**

The Contractor shall, at all times during the progress of the Work, keep a copy of the Contract Document, including a complete set of Plans and Drawings, at the place of Work, in good order, available to the Consultant.

## **5.7 Assignment of the Contract**

The Contractor shall not assign this Contract or sublet it in whole or in part without the written consent of the Owner, nor shall the Contractor assign any monies due to them hereunder, except to a bank or financial institution acceptable to the Owner.

## **5.8 Environmental Management**

### **5.8.1 Environmental Legislation, Regulations, Approvals, and Permits**

The Contractor shall familiarize themselves with all Federal and Provincial legislation and regulations concerning environmental protection as may be applicable for the Work and shall conduct their activities in accordance with such legislation and regulations, including, but not necessarily limited to, the Provincial Environmental Protection and Enhancement Act and Water Act and the Federal Fisheries Act and Navigable Waters Protection Act.

As may be required, the Contractor shall obtain all environmental approvals, permits, licences, and/or authorizations necessary for the Work and shall comply with the conditions of all environmental approvals, permits, licences, and authorizations issued for the Work.

The Contractor shall also familiarize themselves with all applicable Codes of Practice issued by the Province within which the Work is being performed and shall conduct their activities in accordance with such Codes of Practice, including, but not necessarily limited to, the Code of Practice for Asphalt Paving Plants (under the Environmental Protection and Enhancement Act) and the Code of Practice for Watercourse Crossings (under the Water Act).

### **5.8.2 Environmental Construction Operations (ECO) Plan**

Prior to the commencement of any Work, the Contractor shall, at their entire cost, prepare and submit to the Consultant, for their review, an ECO Plan for each phase of the Work. The ECO Plan shall detail temporary environmental control measures that the Contractor shall undertake to comply with all applicable legislation, regulations, and approvals during the course of construction and during winter "shut down".

Review of the ECO Plan by the Consultant does not constitute an approval or assurance from the Consultant that the “temporary environmental control measures” detailed in the ECO Plan are sufficient to ensure compliance with all applicable legislation, regulations or conditions of approval. The Contractor is ultimately responsible to ensure all measures, used on the Work, are sufficient to ensure compliance with all applicable authorities, including the need to increase the number of installations or providing alternate devices or modifying procedures.

The ECO Plan shall not cover any permanent or long term environmental or erosion control devices or work specified in the Contract.

The cost of preparing the ECO Plan and the performance of all work necessary to ensure compliance with the applicable legislation, regulations or conditions of approval are deemed to be incidental to the whole of the Work and will not be paid for separately.

### **5.8.3 Disposal of Waste Material**

The Contractor shall not release, dump, spill or dispose of any substance(s) into the environment that causes or could cause impairment or damage to the environment or the health and safety of humans, animals, or wildlife. The Contractor shall, at their entire cost and to the satisfaction of the Consultant and the appropriate regulatory agencies, immediately clean-up any wastes arising from the Work to minimize impairment or damage to the environment or the health and safety of humans, animals, and wildlife.

### **5.8.4 Clean-up, Removal, and Disposal of Excess or Waster Material**

The Contractor shall, at all times, maintain the Work Site in a neat and tidy condition, free from the accumulation of waste products and debris caused by their operations.

The Contractor shall, at their entire cost, remove and dispose of any excess or inert solid waste materials resulting from the Work, in a manner acceptable to the Consultant and the appropriate regulatory agencies, prior to the completion of the Work, as defined by the issuance of a Construction Completion Certificate, so as to leave the Work site in a neat, tidy and orderly condition.

## **5.9 Easements and Rights-of-Way**

The Owner shall be responsible for obtaining all easements and rights-of-way or other land requirements within or upon which the Work under the Contract is to be constructed.

The Contractor shall, within the specified terms and conditions of the easements, rights-of-way, and land agreements, have free use of such easements and rights-of-way for the purposes of constructing the Work under the Contract. The Contractor shall confine their operations within the easements, rights-of-way and agreed upon working space areas.

In the event that the Contractor's operations extend beyond the limits of the easements, rights-of-way, or agreed upon working space areas, resulting in damage or disturbance to the surface, the Contractor shall restore such damaged or disturbed areas to the same conditions as were present before the Contractor commenced their operations.

If the Contractor fails or refuses to restore the damaged or disturbed areas, the Owner, after five (5) days' written notice to the Contractor, may without prejudice to any other remedy it may have, make good such restoration work and may deduct the cost thereof from the payment then or thereafter due to the Contractor, provided, however, the Consultant has reviewed and approved both such action and the amount charged to the Contractor.

The Contractor shall, at all times, indemnify the Owner and the Consultant against any claims, demands, or losses due to their failure to meet all specified terms and conditions respecting the easements, rights-of-way, or land agreements.

## 5.10 Payments by the Owner and Holdback

The Owner shall make monthly payments to the Contractor for the Work completed based on Progress Payment Certificates prepared by the Consultant. Payments will be calculated on the basis of the actual Work completed, as measured by the Consultant, at the unit prices tendered for the Work together with any Extra Work that may have been ordered. In the case of a lump sum price, payments will be calculated on the estimated percentage of the Work completed.

Such monthly payments shall be due and payable to the Contractor within **thirty (30) days** of the date that a Progress Payment Certificate is signed by the Consultant.

The Owner shall retain a Holdback in the amount of **ten percent (10%)** of the value of each progress estimate. Bonding in lieu of the **10%** Holdback will not be accepted by the Owner.

The Owner reserves the right to apply a Deficiency Holdback against the Contractor for Work that has not been satisfactorily completed and rectified. Such deficiency holdback shall be two (2) times the estimated value of the deficient Work.

If, because of climatic or other conditions reasonably beyond the control of the Contractor, there are items of work that cannot be performed, 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 the remaining work.

After a minimum of **forty-five (45) days** has expired from the date of issue of the Construction Completion Certificate, the Owner will release the full amount of the Holdback to the Contractor, provided that all of the following have occurred:

- All Work has been completed and accepted by the Consultant and the Owner and the Contractor has complied with all the terms of the Contract, excluding their obligations respecting Warranty and Final Acceptance;
- There are no outstanding third party claims filed with the Owner or Consultant;
- The final payments have been calculated by the Consultant and accepted by the Owner and there is no recovery required from the Contractor on any account, including overpayment, liquidated damages, or penalty;
- The Consultant has received confirmation from the Workers' Compensation Board applicable to the Province within which the Work was conducted that the Contractor is in good standing;
- The Consultant has received a Statutory Declaration executed by the Contractor stating that they have discharged every obligation under this Contract and that they have made full payment to all creditors for all labour, equipment, materials, and services used in the performance of the Work under this Contract, including full payments to all Subcontractors and the Workers' Compensation Board.
- The Contractor has provided the Consultant with written confirmation that they are in full compliance with all environmental approvals, permits, licences, and/or written authorizations for the Work.
- The Contractor has submitted a certificate of payment from the Saskatchewan Ministry of Finance stating the Contractor has obtained Provincial Sales Tax (PST) Clearance (if applicable).

If the Contractor fails to meet their obligations with respect to any of the afore-mentioned items, the Owner may use the Holdback funds to rectify the deficiency, in accordance with the terms of this Contract and the Public Works Act.

Final Payment and Release of Holdback amounts do not constitute a waiver of the warranty (guarantee) period and the responsibilities of the Contractor thereto.



## 6.0 SPECIAL PROVISIONS

### 6.1 General

The Special Provisions contained herein are typically more project specific and are intended to provide additional and/or supplementary information to the Contractor for preparation of the Tender Document and for execution of the Work under the Contract. These Special Provisions form a part of the Contract Documents making up the Agreement to be executed by the Owner and the successful Bidder.

### 6.2 Provisional Items

The Contractor is requested to submit a unit price for all the items identified in the Schedule of Quantities and Unit Prices as "Provisional Items".

### 6.3 Quality Control and Quality Assurance

The Contractor shall be fully responsible, at all times, for the Quality of the Work and shall ensure compliance of the Work with the Technical Specifications and the Plans and Drawings.

The Consultant shall, prior to commencement of the Work, review with the Contractor all testing requirements, including the applicable type of tests, and the frequency, location, depth, etc. of tests to be performed.

Testing conducted on the Work, even if the results are within the acceptable or passing requirements, in no way relieves the Contractor of their maintenance responsibilities with respect to the Work. All settlements, failures, and other defects in the Work shall be repaired by the Contractor to the satisfaction of the Consultant as soon as is practicable to do so but prior to expiry of the warranty (guarantee) period.

### 6.4 Applications for Payment

After contract award and prior to the first application for payment, the Contractor shall submit a schedule of values for the purpose of progress payment reviews by the Owner as specified in CCDC 2.0 GC 5.2. The schedule of values shall provide separate material and labour breakdowns for each construction division and component of the work for the approval of the Owner.

### 6.5 Time of Contract Completion

Commencing **Date to be Provided by Contractor**, for each consecutive calendar day in excess of the time specified for the completion of the Work, as outlined in Item 4.3 Completion Date of Section 4.0 Contract Agreement, the Contractor shall pay the Owner, or have withheld from moneys due to the Contractor, the sum of **\$1000 per day**. Such sums are liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delays occurs. These liquidated damages are in addition to any other rights the Owner may have and are in no way exclusive.

The Owner and the Contractor expressly agree that the amount stipulated in the Special Provisions is a genuine pre-estimate of the damage or loss that will result in the Owner by reason of the failure of the Contractor to complete the Work on or before the specified Completion Date, and is not a penalty. The Owner may at its discretion deduct the daily sum in respect of liquidated damages from any amounts payable to the Contractor. The payment of liquidated damages shall not be amended or affect the parties' rights under the provisions of the Contract including for certainty the Owner's rights relating to the acceleration of the Work and the termination of the Contract.

No bonus will be allowed by the Owner for the completion of the Work earlier than the date outlined in Item 4.3 Completion Date of Section 4.0 Contract Agreement.

### **6.6 Landfill Charges**

Landfill charges and / or other disposal costs are to be included in the lump sum prices in Schedule "A" – Lump Sum Price Breakdown. No additional payment will be made due to the Contractor for any items deemed incidental to the disposal of any waste material.

### **6.7 Laydown Areas**

The Contractor may utilize an area in the vicinity of the project for temporary equipment and material storage. The location will be designated by the Owner during the preconstruction walkthrough.

The Contractor agrees that upon completion of the project, at their entire cost, they shall repair the laydown areas to their prior state. Prior to the start of construction, the Consultant, the Owner, and the Contractor will complete inspections of the laydown areas to identify existing conditions. Upon completion of the Work, a second inspection will be completed to confirm that the laydown areas have been returned to a condition equivalent to its state prior to the Contractor utilizing it.

## **7.0 PLANS AND DRAWINGS**

The Plans / Drawings listed below form an integral part of the Contract Documents and illustrate in detail the Work required to be performed.

The Contractor shall review and verify all dimensions, quantities, and details described in the Technical Specifications and shown on the Plans and Drawings, Supplementary Drawings, Schedules, or other data received from the Consultant or contained in any parts of the Contract Documents, including any addenda, and shall notify the Consultant of any errors, omissions, conflicts or discrepancies found in any of this material. Drawings of a larger scale shall take precedence over drawings of a smaller scale; figured dimensions take precedence over scaled dimensions. Drawings of a later date super-cede drawings of an earlier date.

Failure by the Contractor to discover or correct errors, conflicts or discrepancies shall not relieve the Contractor of their responsibility for constructing the Work satisfactorily, nor shall such errors, conflicts, or discrepancies result in claims for additional payments to the Contractor.

If during the course of executing the Work, the Contractor becomes aware of any error, discrepancy, omission or conflict in the Technical Specifications or Plans and Drawings, they shall immediately notify the Consultant, in writing, and request clarification and further instruction. The Contractor shall not proceed further with that portion of the Work until clarification and written instruction is provided to them by the Consultant.

The Contractor will not be allowed to take advantage of any error or omission as full instructions will be furnished to the Contractor by the Consultant should such error or omission be reported by the Contractor to the Consultant.

### **Plans:**

- 1) Structural drawings S1.0 and S2.0 dated November 1<sup>st</sup>, 2023.**
- 2) Civil drawing C1.0 dated April 10, 2024.**