

REQUEST FOR PROPOSAL

Active Transportation Pathway and Sidewalk Expansion
CSC-21-E-012



CITY OF
SWIFT CURRENT
where life makes sense

April 19, 2021
City of Swift Current
Engineering Services Department

TABLE OF CONTENTS

1. REQUEST FOR PROPOSALS.....	29 PAGES
2. UNIT PRICE SCHEDULE	(TO BE DERIVED FROM PROPOSAL SUBMISSION)
3. UNIT PRICE AGREEMENT	6 PAGES
4. GENERAL CONDITIONS OF THE CONTRACT.....	20 PAGES
5. SUPPLEMENTARY CONDITIONS.....	3 PAGE
6. SPECIAL PROVISIONS.....	1 PAGE
7. GENERAL SPECIFICATIONS	40 PAGES
8. CONSTRUCTION SPECIFICATIONS.....	220 PAGES

1.0 REQUEST FOR PROPOSALS

ACTIVE TRANSPORTATION PATHWAY & SIDEWALK EXPANSION SWIFT CURRENT, SASKATCHEWAN

For The



CITY OF SWIFT CURRENT

APRIL 2021

Table of Contents

1.	Instruction to Proponents	3
1.1.	Request for Proposals	3
1.2.	Submission of Proposals	5
1.3.	Proposal Requirements	6
1.4.	Proposal Evaluation	7
1.5.	Proposal Acceptance	8
2.	Scope of Work.....	9
3.	Proposal Form.....	10
3.1.	Offer.....	10
3.2.	Contract Agreement	11
3.3.	Notice to Proceed	11
3.4.	Validity Period.....	11
3.5.	Schedule of Quantities and Prices	11
3.6.	Schedule of Completions.....	11
4.	Appendix a – Unit Price Schedule.....	13
5.	Appendix B – Proponent Information	16
6.	Appendix C – Proponent References & Experience	17
7.	Appendix D – Project Manager Information	18
8.	Appendix E – Proposed Work Plan	19
9.	Appendix F – Subcontractors Schedule	23
10.	Appendix G – Product Supplier Schedule	24
11.	Appendix H – Equipment Schedule	25
12.	Appendix I – Addenda Schedule	26
13.	Appendix J – Proposal Enclosures & Requirements	27
13.1.	Insurance	27
14.	Proponent Checklist.....	28
15.	Proposal Signing	29

1. INSTRUCTION TO PROPONENTS

1.1. REQUEST FOR PROPOSALS

The City of Swift Current (the Owner) is soliciting proposal submissions from qualified contractors to provide construction services for the Active Transportation Pathway and Sidewalk Expansion project.

The Active Transportation Pathway and Sidewalk Expansion project involves extending pedestrian access and connectivity in 13 locations throughout the City of Swift Current. The work relative to this Request for Proposals (RFP) is generally comprised of:

- 6,700 m of 3.0m wide asphalt pathway;
- 4,100 m of concrete sidewalk; and
- Furniture installation (park benches and trash receptacles provided by the City)

The Place of Work is located in the City of Swift Current, Saskatchewan.

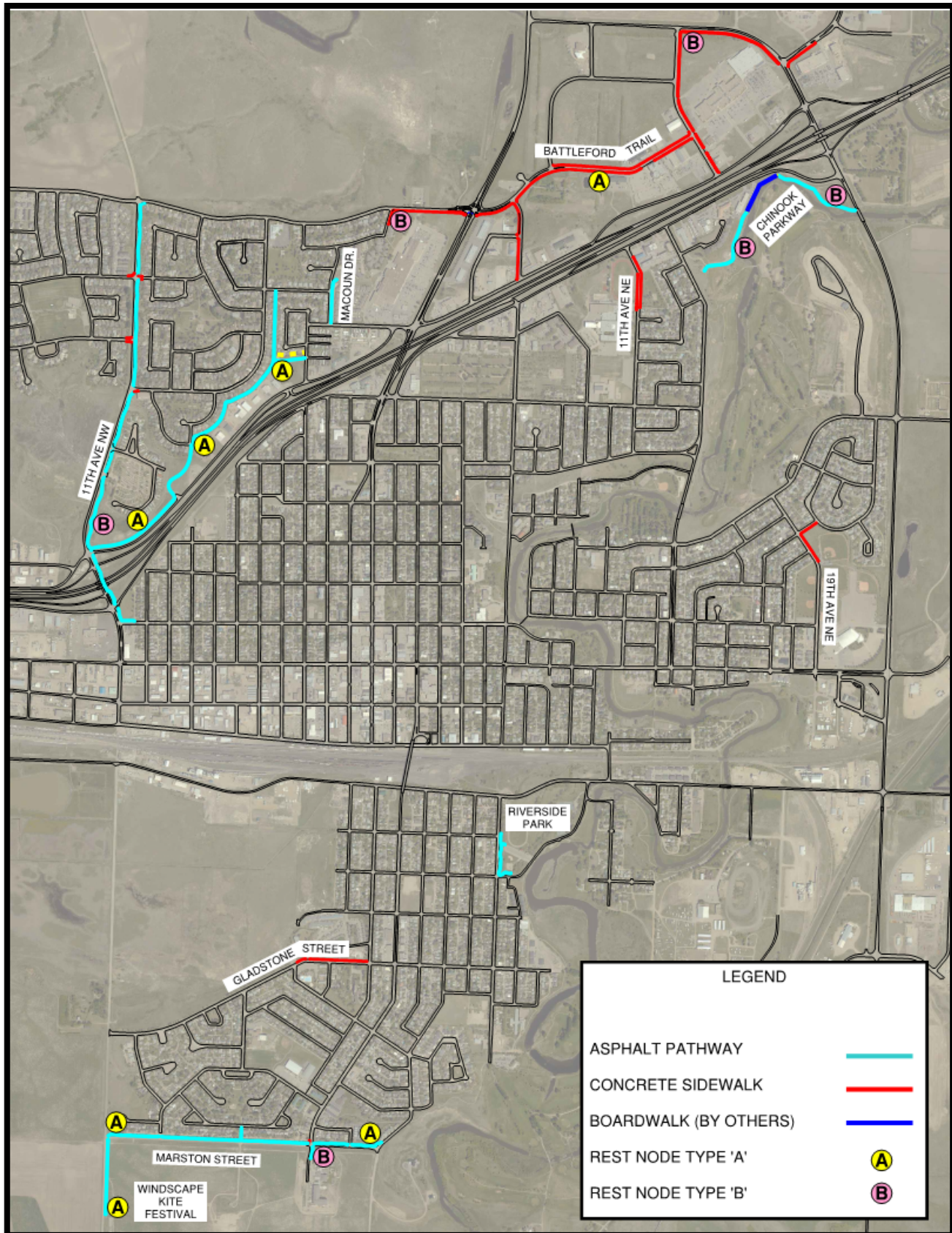
The Request for Proposals is not a competitive Proposal process; rather, the Owner will first determine which of the Proposals received may result in a satisfactory construction contract assuring the Owner of:

- an early and timely final completion date;
- design compliance and excellent quality construction; and
- a contract price within budget.

Words and abbreviations used in the RFP Documents which have well known technical or trade meanings, or are defined in the RFP Documents, shall be interpreted in accordance with such meanings or definitions.

In reference to the RFP and Contract documents, the words “shall” or “must” are mandatory. The Proposal shall substantially comply or fulfill such requirements, or it shall be rejected as non-compliant. All requirements that use the term “should” are desired and the Proponents response to such requirements shall be considered in evaluating the Proposals.

Should the Proponent find discrepancies in, or omissions from, the RFP Documents, or be in doubt as to their meaning, it shall at once notify the Owner, who may send an Addendum to all Proponents. Interpretations, verbal statements made by the Owner, and corrections and changes made in any manner other than Addenda shall not be binding upon the Owner or be effective to modify any of the provisions of the RFP Documents.



1.2. SUBMISSION OF PROPOSALS

- 1.2.1. All related inquiries along with proposal submissions shall be directed to the Owner's Representative:

Craig Knudsen, A.Sc.T.
Municipal Engineering Technologist
City of Swift Current, Engineering Department
2074 South Service Road West
PO Box 340
Swift Current, SK S9H 3W1
Phone: (306)778-2748
Email: c.knudsen@swiftcurrent.ca

- 1.2.2. Submit one (1) fully executed PDF proposal on the RFP Documents provided. A scanned copy of the Proposal submission is acceptable. Proposals shall be signed, sealed, and submitted electronically to the following emails:

To: c.knudsen@swiftcurrent.ca
Cc: n.slusar@swiftcurrent.ca

Proponents should request a "read receipt" to ensure the Proposal is received. Maximum file size limit shall not exceed 15MB. Where size exceeds, the Proponent is required to submit proposal to the email address given via a working file share link or other means.

- 1.2.3. Alternatively, Proposals may be hand delivered in a sealed envelope marked "City of Swift Current – Active Transportation Pathway and Sidewalk Expansion" to the following address:

City of Swift Current Service Center
2074 South Service Road West
Swift Current, Saskatchewan

- 1.2.4. Copies of the RFP Documents will be posted on the Saskatchewan public tender notices website (www.sasktenders.ca), and the City of Swift Current website (<http://www.swiftcurrent.ca/about-us/advanced-components/rfp-posts-list>)

- 1.2.5. The deadline for questions to be submitted will be **Friday, April 23, 2021**.

An addendum, if required, will be issued on or before **Tuesday, April 27, 2021**.

The deadline for proposal submissions is 2:00 p.m., local time, on **Monday, May 3, 2021**.

- 1.2.6. The time will be conclusively determined by a clock designated by the Owner. Any proposals received after the deadline may be rejected.

1.3. PROPOSAL REQUIREMENTS

1.3.1. Proposals shall be submitted with a cover page displaying the following information:

Construction Services Proposal
City of Swift Current – Active Transportation Pathway and Sidewalk Expansion
Submitted By 'Name of Submitting Firm'
Date of Submission

1.3.2. The Proposal shall, at minimum, contain the following completed items from the RFP Document:

- Proposal Form
- Appendix A – Unit Price Schedule
- Appendix B – Proponent Information
- Appendix C – Proponent References & Experience
- Appendix D – Project Manager Information
- Appendix E – Proposed Work Plan
- Appendix F – Subcontractors Schedule
- Appendix G – Product Supplier Schedule
- Appendix H – Equipment Schedule
- Appendix I – Addenda Schedule
- Appendix J – Proposal Enclosures and Requirements
- Proponent Checklist
- Proposal Signing

1.3.3. Failure to provide any of enclosures may result in a non-compliant Proposal submission.

1.4. PROPOSAL EVALUATION

1.4.1. Proponents shall be evaluated according to the following criteria:

- a) Unit Prices and Total Cost (Appendix A) = 35 points;
- b) Proponent References & Experience (Appendix B – D) = 25 points;
- c) Proposed Work Plan (Appendix E) = 40 points;

The relative weight given to selection criteria may be modified at the discretion of the Owner.

1.4.2. The Owner reserves the right, in its discretion, to seek or not to seek further information from, or clarification of, any Proposal submitted by any Proponent in respect of any of the terms and conditions of the Contract Documents. The Owner is entitled to utilize the information or clarifications received in awarding the Contract. Proponents shall comply with all information requests made by the Owner within two (2) business days of the request.

1.4.3. The Owner may make such investigations as they deem necessary to determine the ability of any Proponent and its named subcontractors to perform the Work and the Owner may utilize the results of such investigation in awarding the Contract. The Owner may use its own experience with the Proponent, through previous interactions, contracts or related to assess a Proponent's past performance.

1.4.4. In evaluating Proposals, the Owner may, in its sole discretion, waive any defects, irregularities, or non-conformances with the requirements of this RFP, and may consider each Proposal on its merits regardless of any such defects, irregularities, or non-conformances.

1.4.5. Any additional terms and conditions proposed by the Proponent inconsistent with or in addition to this RFP or the schedules or appendices thereto shall be void and have no effect.

1.4.6. Accepted alternates and equivalents may, at the Owner's option, be considered in conjunction with the base Proposal in determining the price to be used in contract award.

1.4.7. The Owner reserves the right to reject any or all proposals and to accept the proposal deemed most favourable to the interests of the Owner. The Owner reserves the right to reject proposals if the applicant is not in good standing with the Owner. The lowest price or any proposal may not necessarily be accepted.

1.4.8. The Owner is not obliged to inform the Proponents of the relative weight to be given to any particular evaluation criteria, to open the Proposals publicly, or to provide reasons to any Proponent with respect to any use of the Owner's discretion.

1.4.9. The Proponent acknowledges and agrees that it shall have no claim against, or entitlement to damages from, the Owner by reason of the Owner's rejection of its Proposal or all Proposals.

Proponents shall not be reimbursed for any costs associated with their Proposal submission or subsequent negotiations.

1.5. PROPOSAL ACCEPTANCE

- 1.5.1. Upon receiving submissions, the Owner will evaluate and enter negotiations with the Proponent with the most attractive proposal.
- 1.5.2. The Proponent agrees that the Owner's sole obligation is to give consideration to the Proposal in accordance with the RFP Documents. In return the Proponent has prepared and submitted its Proposal and agrees:
 - a) To enter into a Contract with the Owner in accordance with the RFP Documents and subsequent negotiated terms if the Owner issues a notice of acceptance within sixty (60) days of the closing time (or such longer period as is agreed between the parties becoming the "Proposal Period"); and
 - b) That the Proposal is irrevocable, valid and shall remain open for acceptance for the Proposal Period.
- 1.5.3. A Proponent may withdraw, modify or clarify his Proposal when he submits a request in writing signed by the Proponent, if the request is received by the Owner at any time up to the time fixed for receiving Proposals.
- 1.5.4. Contract award is subject to the Owner's budget availability and City Council approval.

2. SCOPE OF WORK

- 2.1. The Contractor shall Provide site grading, base work, pathway paving, sidewalk and curb construction, furniture installation and all related Work as outlined in this RFP.
- 2.2. Any work that may reasonably be inferred from this RFP and the Contract Document as being required to perform the Work shall form part of the Work and shall be performed by the Contractor, whether or not it is specifically called for, and shall include the supply of all materials, labour, equipment necessary to complete the Work. The intent is that a complete project will be provided by the Contractor.
- 2.3. The Proponent should examine the Place of Work before submitting its Proposal and should satisfy itself as to the nature and location of the Work, site conditions and all matters which can in any way affect the Work.
- 2.4. The following items may be shown in the Issued for Tender drawings but are exempt from the scope of Work:
 - Pathway lighting and any related electrical;
 - Creekside Boardwalk at Site #9; and
 - Finished landscaping including topsoil replacement, seeding, or plantings.

3. PROPOSAL FORM

Date: _____, 2021

Submitted By: _____
(Name)

(Address)

(Telephone)

Submitted To: City of Swift Current
ATTN: Craig Knudsen
2074 South Service Road West
PO Box 340
Swift Current, SK S9H 3W1
Phone: (306)778-2748
Email: c.knudsen@swiftcurrent.ca

Contract Name: Active Transportation Pathway and Sidewalk Expansion

3.1. OFFER

3.1.1. Having examined the Place of Work, and all matters associated with the Project plans as prepared for the Work, we, the undersigned, hereby offer to complete the Work for the Unit Prices and Lump Sum Prices stated herein, which include the supply of all Products, except those specifically stated to be supplied by others, all labor, supervision, services, construction, machinery and equipment, overhead and profit, with such Unit Prices and Lump Sum Prices representing the entire cost to the Owner for completion of the Work.

3.1.2. We agree that the estimates of quantities shown in the Unit Price Form are estimates only for the purpose of comparing Proposed Price on a uniform basis, and that the Owner does not represent that the actual quantities will correspond therewith and that we will be paid at the proposed unit prices for the actual quantities handled. No claims will be entertained arising out of changes to the project quantities.

3.2. CONTRACT AGREEMENT

The Contractor agrees to sign the Contract Agreement within fourteen (14) days after receipt of the Notice of Acceptance

3.3. NOTICE TO PROCEED

After acceptance, the Owner will issue a “Notice to Proceed” and the date specified in this Notice shall be the date of commencement entered into the Contract Agreement.

3.4. VALIDITY PERIOD

This irrevocable Proposal is valid for sixty (60) days after the Proposal Closing.

3.5. SCHEDULE OF QUANTITIES AND PRICES

A schedule of “Unit Prices” is appended hereto in Appendix A, with prices provided for the Works.

Payment for work done under this Contract will be made in accordance with the following:

- 3.5.1. Where quantities are included in the Proposal Documents and Unit Prices are submitted, payment will be based on the actual quantities performed on the Work as verified by the Engineer and the Unit Prices proposed.
- 3.5.2. Where Lump Sum Prices are submitted, payment will be based on the respective items of work at the Lump Sums proposed.
- 3.5.3. Proposed prices are to exclude the Goods and Service Tax, and Provincial Sales Tax on all materials and services supplied by the Contractor and incorporated into the work.
- 3.5.4. The Owner will include the applicable Goods and Service Tax and Provincial Sales Tax payment on the monthly and final progress payment.

3.6. SCHEDULE OF COMPLETIONS

- 3.6.1. The Contractor shall begin the work within the period after the notice to proceed and execute the work in such a manner as to achieve the completion date stated below. Completion includes all clean up and rectification of all deficiencies.

Project Milestone

Date of Completion

Total Performance of Contract

September 3, 2021

- 3.6.2. All Works, including provisional items if requested, rectification of all deficiencies, clean up and issuance of a Construction Completion Certificate, shall be fully completed no later than the dates indicated above for each component of work (the “Completion Date”). There will be no extensions to the Completion Date.
- 3.6.3. Time is of the essence in this contract.
- 3.6.4. Funding for this project is derived from a government grant that expires on December 31, 2021. If the work is not completed on or before the stated Completion Date, the Contractor shall be liable for all damages including, but not limited to, any lost opportunity to utilize grant funding, third party claims being charged to the Owner due to late completion, and any other costs or damages incurred by the Owner.

4. APPENDIX A – UNIT PRICE SCHEDULE

Bid Item	Description	Unit of Measure	Approx. Quantity (A)	Unit Price (B)	Total Bid (A x B)
1.00 General					
1.01	Mobilization and Demobilization	ls	1		
1.02	Traffic Accommodation	ls	1		
1.03	Hydro-Vac Allowance	ls	1		
1.00 Subtotal					
2.00 Removals					
2.01	Remove & Dispose of Asphalt c/w Saw-Cutting	m ²	259		
2.02	Remove and Dispose of Curb and Gutter c/w Saw-Cutting	lm	505		
2.03	Remove and Dispose of Existing Sidewalk & Curb c/w Saw-Cutting	lm	8		
2.04	Excavation to Waste	m ³	148		
2.00 Subtotal					
3.00 Site Prep					
3.01	Common Material Cut to Embankment	m ³	1471		
3.02	Common Material Import to Embankment	m ³	1784		
3.03	Topsoil Strip to Stockpile	m ³	5939		
3.04	Subgrade Preparation	m ²	21770		
3.00 Subtotal					

4.00 Asphalt Surface Works (Supply & Place)

4.01	100mm Compacted GBC	m ²	21770		
4.02	Prime Coat	m ²	18660		
4.03	75mm Thick Asphalt Course (3.0m wide pathway)	m ²	18660		
4.04	Asphalt Patching (Gutter)	tn	163		
4.05	Asphalt Driveway Tie-ins	m ²	228		
4.00 Subtotal					

5.00 Concrete Surface Works (Supply & Place)

5.01	1.5m Separated Walk c/w 50mm compacted GBC	lm	1112		
5.02	Sidewalk to Attach to Existing Curb & Gutter c/w min 50mm thick GBC	lm	2807		
5.03	Standard Curb & Gutter c/w min. 50mm thick GBC	lm	20		
5.04	Standard Monowalk c/w min 50mm thick GBC	lm	510		
5.05	Rolled Monowalk c/w min 50mm thick GBC	lm	62		
5.06	Depressed Commercial Driveway Crossing	ea	18		
5.07	Depressed Pararamp	ea	21		
5.08	Drop Curb Structure	lm	444		
5.09	Barrier Curb for Rest Node	lm	165		
5.10	Concrete Pad for Rest Node	m ²	120		
5.00 Subtotal					

6.00 Provisional Items

6.01	Irrigation Repairs	ls	1		
6.02	Tree Removal	ea	16		
6.03	Trash Receptacle Installation (Supplied by City)	ea	20		
6.04	Park Bench Surface Mount Installation (Supplied by City)	ea	14		
6.05	Gazebo Surface Mount Installation (Supplied by City)	ea	1		
6.06	Gazebo Bench Surface Mount Installation (Supplied by City)	ea	1		
				6.00 Subtotal	

Subtotal items 1.00 to 6.00 _____

PST _____

Contingency (10%) _____

Total _____

5. APPENDIX B – PROPONENT INFORMATION

Proponent Name	
Address	
City	
Province	
Postal Code	
Contact Name	
Contact Information	
Copy of Certificate of Recognition from Saskatchewan Construction Safety Association or from Saskatchewan Heavy Construction Association OR Company Safety Program	Include a copy of the Certificate in the Proposal Submission OR Company Safety Program

4.1. By submitting a Proposal the Proponent declares:

- 4.1.1. The Proponent has obtained and read all RFP Documents.
- 4.1.2. The Proponent has obtained and read all Addenda and the modifications to the RFP Document noted therein and have been considered and the effects are included in the Proposal.
- 4.1.3. The Proponent declares that all information, which it has provided or will provided to the Owner during the RFP process is accurate and true.
- 4.1.4. The Proponent declares that if its Proposal is accepted, it will provide the required proof of Insurance and Workers Compensation Board Letter and execute the Contract.

6. APPENDIX C – PROPONENT REFERENCES & EXPERIENCE

The Proponent shall list two (2) projects the Proponent’s organization has completed as the General Contractor capacity in the last five (5) years that demonstrate your firm’s ability to undertake projects of this type and size.

	Contract 1	Contract 2
Contract Title & Year Completed		
Work Description		
Contract Value		
Contract Location		
Project Owner		
Owner Contact Information		
Project Consultant		
Consultant Contact Information		

*If additional space is required attach a separate sheet

7. APPENDIX D – PROJECT MANAGER INFORMATION

The Proponent shall state the name of the Project Manager who shall be employed on this project in that capacity from commencement through to the end of the warranty period. The Project Manager shall oversee all administrative aspects of the project including off-site work and be the main point of contact for the duration of the project.

Submit two (2) construction contracts for the Proponents Project Manager within the past 10 years for which the Project Manager acted in that capacity for the entire performance of the work in the Contract

Name of Project Manager: _____

Number of years as employee of Proponent: _____

Total years experience as Project Manager: _____

	Contract 1	Contract 2
Contract Title		
Work Description		
Contract Value		
Contract Location		
Project Owner		
Owner Contact Information		

*If additional space is required attach a separate sheet

8. APPENDIX E – PROPOSED WORK PLAN

8.1. The Proponent shall provide a proposed start date and end date for the Project:

Proposed Start Date	
Proposed Completion Date	

8.2. The Proponent shall submit a general construction operations plan that describes the work methodology for this project (i.e. sequence of work, how residents are notified, number and type of crews, etc...)

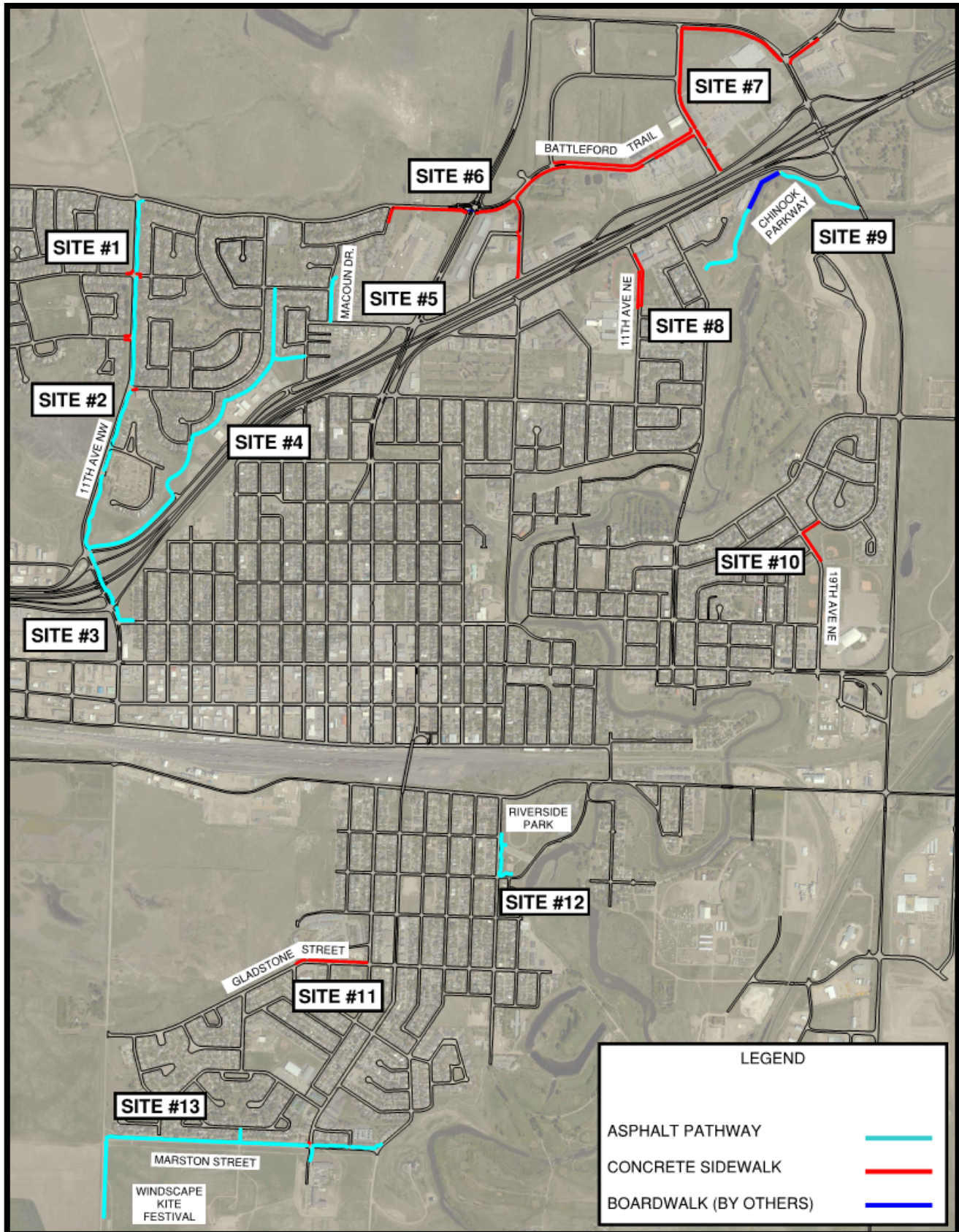
*If additional space is required attach a separate sheet

8.3. The Proponent shall provide an explanation of any other contractual commitments the Proponent is under during the project period and how it could affect the completion of this Contract:

*If additional space is required attach a separate sheet

8.4. The Proponent shall provide estimated dates for start and completion of each stage (see table and corresponding map below). The proposed schedule is a tentative estimate only. Work does not need to follow numbering sequence.

Site #	Proposed Start Date	Proposed End Date
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		



9. APPENDIX F – SUBCONTRACTORS SCHEDULE

The Proponent shall list any Subcontractors to be utilized on this Contract.

Items of Work	Subcontractor

*If additional space is required attach a separate sheet

- 8.1. The Contractor agrees that if a named Subcontractor is not acceptable to the Owner, the Contractor shall name an acceptable alternate Subcontractor.
- 8.2. References for Subcontractors shall be provided at the Owners request.

10. APPENDIX G – PRODUCT SUPPLIER SCHEDULE

The Proponent shall list any material and product suppliers to be utilized on this Contract.

Product or Material	Supplier

*If additional space is required attach a separate sheet

10.1. The Contractor agrees that if a named Supplier or Manufacturer of products or materials is not acceptable to the Owner, the Contractor shall name an acceptable alternative.

11. APPENDIX H – EQUIPMENT SCHEDULE

The Proponent shall list all equipment to be utilized on this Contract.

Description of Unit	Size or Capacity	Condition	Model Year

*If additional space is required attach a separate sheet

11.1. The Contractor agrees that if any equipment listed is not acceptable to the Owner, the Contractor shall identify an acceptable alternative.

12. APPENDIX I – ADDENDA SCHEDULE

The Proponent acknowledges that the following Addenda have been received and have been considered and taken into account in determining the Proposed Prices.

Addendum Number	Date Issued	Number of Pages

*If additional space is required attach a separate sheet

13. APPENDIX J – PROPOSAL ENCLOSURES & REQUIREMENTS

13.1. INSURANCE

The Proponent shall provide a signed “Undertaking of Insurance”, on a standard form provided by the insurance company, stating their intention to provide insurance to the Proponent in accordance with the insurance requirements of the Contract Documents.

14. PROPONENT CHECKLIST

The Proponent acknowledges that all the following supplemental items have been included in the Proposal and that information provided, to the Proponents knowledge, is accurate and true. The Proponent shall initial each item.

Description	Initial
Proposal Form	
Appendix A – Unit Price Schedule	
Appendix B – Proponent Information	
Appendix C – Proponent References & Experience	
Appendix D – Project Manager Information	
Appendix E – Proposed Work Plan	
Appendix F – Subcontractors Schedule	
Appendix G – Product Supplier Schedule	
Appendix H – Equipment Schedule	
Appendix I – Addenda Schedule	
Appendix J – Proposal Enclosures & Requirements	

15. PROPOSAL SIGNING

This Proposal is executed under seal at

_____ This

_____ day of _____, 2021.

Name of Firm _____

Address _____

The Corporate Seal of:

_____ (Seal)

(Proponent – please print)

was hereunto affixed in the presence of:

(Authorized Signing Officer) Title

(Authorized Signing Officer) Title

2. UNIT PRICE SCHEDULE

ACTIVE TRANSPORTATION PATHWAY & SIDEWALK EXPANSION SWIFT CURRENT, SASKATCHEWAN

For The



CITY OF SWIFT CURRENT

**TO BE DERIVED FROM PROPOSAL
SUBMISSION**

APRIL 2021

3. UNIT PRICE AGREEMENT

ACTIVE TRANSPORTATION PATHWAY & SIDEWALK EXPANSION SWIFT CURRENT, SASKATCHEWAN

For The



CITY OF SWIFT CURRENT

APRIL 2021



**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**

UNIT PRICE AGREEMENT

3. UNIT PRICE AGREEMENT

This Agreement made in triplicate the _____ day of _____ in the year Two Thousand and Twenty One by and between

The Corporation Of The City Of Swift Current

hereinafter called the "Owner"

And

hereinafter called the "Contractor"

Witnesses: that the Owner and Contractor undertake and agree as follows:

ARTICLE A-1 THE WORK

The Contractor shall:

- a) perform all the Work required by the Contract Documents for:

City of Swift Current, Active Transportation Pathway and Sidewalk Expansion

- b) and do and fulfill everything required by this Agreement, and
- c) subject to the provisions of the General Conditions Section 4.28 (Insurance), commence the Work by the _____ day of _____, 20____ and in any event attain Substantial Performance as certified by the Owner not later than the _____ day of _____, 20____ .

Time is of the essence for this Contract

ARTICLE A-2 THE CONTRACT DOCUMENTS

The following are Contract Documents referred to in Article A-1 of the Agreement – The Work:

- i) Unit Price Agreement
- ii) Proposal Form
- iii) The General Conditions of the Contract
- iv) Supplementary Conditions
- v) Special Provisions
- vi) General Requirements
- vii) Field Engineering
- viii) Regulatory Requirements
- ix) Utilities
- x) Project Meetings
- xi) Submittals
- xii) Schedules
- xiii) Quality Assurance
- xiv) Temporary Facilities
- xv) Products & Workmanship
- xvi) Project Closeout
- xvii) Specifications
- xviii) Drawings as listed in the List of Drawings, and
- xix) Additional documents as noted in the Specifications

ARTICLE A-3 CONTRACT PRICE

The Contract price is _____ Dollars (\$_____) in Canadian funds including PST, which price is the aggregate of the estimated unit quantities multiplied by the Unit Prices, and the Lump Sums set out in the executed Proposal. This Contract Price will be varied as the actual quantities handled vary, and will be subject to adjustments as may be determined in accordance with the Contract Documents. Contingency is not included in the contract price and payment will not be made from any contingency monies without an approved change order.

ARTICLE A-4 PAYMENT



**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**

UNIT PRICE AGREEMENT

In accordance with the provisions of the General Conditions of the Contract, the Owner shall:

- i) make payments to the Contractor on account of the Contract Price. The amounts of such payments shall be based on the Certificates for Payment issued by the Owner; and
- ii) upon Substantial Performance of the Work pay to the Contractor any unpaid balance of holdback monies then due; and
- iii) when all the Work under the Contract other than the Warranty requirements has been performed, pay to the Contractor any unpaid balance of the Contract Price then due.
- iv) If the Owner fails to make payment to the Contractor as they become due under the terms of this Contract or in any award by arbitration or court, interest at the rate of one percent (1%) per month of such unpaid amounts, including earned interest, shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

ARTICLE A-5 PROPER LAW

The law of the Province of Saskatchewan shall govern this Contract.

ARTICLE A-6 ADDRESSES FOR NOTICES

All communications in writing between the parties, or between them and the Engineer, shall be delivered or sent to the individual, or a member of the firm, or on to an officer of the Corporation for whom they are intended to the address below. Such notices shall be deemed to be received if delivered, or, when delivered, or, if sent by prepaid mail or courier, when they should in due course of mail or courier service be delivered.

The Owner at:

City of Swift Current, 177 – 1st Avenue NE, Swift Current, Saskatchewan S9H 2B1

The Contractor at:



**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**

UNIT PRICE AGREEMENT

ARTICLE A-7 SUCCESSION

The General Conditions of the Contract and Supplementary Conditions hereto annexed, and all other Contract Documents, are all to be read into and form part of this Agreement, and the whole shall constitute the Contract between the parties and subject to law, and the provisions of the Contract Documents shall inure to the benefit of, and be binding upon, the parties hereto, their respective heirs, legal representatives, successors and assigns.



**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**

UNIT PRICE AGREEMENT

ARTICLE A-8 SIGNATURES

In witness whereof the parties hereto have caused this Agreement to be properly executed.

FOR LIMITED COMPANY

The Corporate Seal of

The Corporate Seal of

(Owner)

Was hereunto affixed in the presence of:

(Owner)

Was hereunto affixed in the presence of:

(Authorized Signing Officer)

(Authorized Signing Officer)

(Seal)

(Seal)



**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**

UNIT PRICE AGREEMENT

FOR INDIVIDUAL OR PARTNERSHIP

Signed, Sealed and Delivered By

(Owner)

(Contractor)

(Signature)

(Signature)

(Seal)

(Seal)

In the presence of:

In the presence of:

(Witness Signature)

(Witness Signature)

Name: _____

Name: _____

Address: _____

Address: _____

Occupation: _____

Occupation: _____

4. GENERAL CONDITIONS

ACTIVE TRANSPORTATION PATHWAY & SIDEWALK EXPANSION SWIFT CURRENT, SASKATCHEWAN

For The



CITY OF SWIFT CURRENT

APRIL 2021

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



GENERAL CONDITIONS

4. GENERAL CONDITIONS

4.1. DEFINITIONS

The following definitions shall apply to all Contract Documents:

- 4.1.1. **“Contract”** means 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 parties.
 - 4.1.2. **“Contract Documents”** means the complete set of documents referred to in Article A-2 of the Agreement – Contract Documents and any amendments agreed upon between parties.
 - 4.1.3. **“Contract Price”** means the sum stated in the Unit Price Agreement and as may be amended during the progress of The Work.
 - 4.1.4. **“Contractor”** means the person or entity designated as such in the Contract Documents.
 - 4.1.5. **“Construction Completion Certificate”** shall mean the Certificate issued by the Engineer certifying that the work has been completed by the Contractor, except for the requirements of the provisions as to Warranty.
 - 4.1.6. **“Deficiency Holdback”** means the Engineer’s estimate of the cost of completing deficiencies in, or correcting defects in, The Work.
 - 4.1.7. **“Engineer”** means the Owner’s delegated representative, the City of Swift Current Municipal Engineering Technologist, an employee of the Owner.
 - 4.1.8. **“Excusable Event”** means an event outside the Contractor’s reasonable control.
 - 4.1.9. **“Notice of Acceptance”** means the written notice by the Owner to the successful Proponent stating that it has been awarded the Contract.
 - 4.1.10. **“Other Contractors”** means any other contractors or consultants which are retained directly by the Owner for other work at the Place of Work other than the Contractor and includes the Owner’s own forces.
 - 4.1.11. **“Owner”** means the City of Swift Current. The Owner is designated as such in the Contract Documents.
 - 4.1.12. **“Place of Work”** means the designated location of the Project as identified in the Contract documents or identified by the Owner.
-

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



GENERAL CONDITIONS

- 4.1.13. **“Price Proposal”** means the Proponents price offered to the Owner for the performance of the Work in accordance with the RFP Documents.
- 4.1.14. **“Prime Contractor”** means the person or entity solely responsible for construction safety throughout the Project and for compliance with the Safety Regulations and for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work, and without limitation, includes the “Prime Contractor” under the health and safety legislation applicable in Saskatchewan.
- 4.1.15. **“Project”** means the total construction contemplated of which the Work may be the whole or a part.
- 4.1.16. **“Proponent”** means a person or entity which submits a Proposal. The Proponent which submits the successful Proposal becomes the Contractor upon award of the Contract.
- 4.1.17. **“Proposal”** means the Proponents offer to the Owner for the performance of the work in accordance with the RFP Documents.
- 4.1.18. **“Provide”** means supply and install.
- 4.1.19. **“RFP Documents”** means the documents listed in the Instructions to Proponents and shall include amendments to such documents made pursuant to the provisions thereof.
- 4.1.20. **“Specifications”** means that portion of the Contract Documents, wherever located and whenever issued, consisting of the written requirements and standards for Products, workmanship and the services necessary for the performance of the Work.
- 4.1.21. **“Subcontractor”** means a Person who performs part of the Work, and either: (a) has a direct contract with the Contractor or (b) has no direct contract with the Contractor but is at any tier below the Contractor.
- 4.1.22. **“Substantial Performance”** whether for the Contractor or a Subcontractor, shall mean when all Work specified in the Contract (excluding Work required during the warranty period) has been completed by the Contractor in accordance with the Specifications and Plans, and has been accepted by the Owner.
- 4.1.23. **“Total Performance”** shall mean that The Work has been completed, except for the requirements of the provisions as to Warranty.
- 4.1.24. **“Warranty Period”** means the period of twelve (12) months, or such longer period as specified in the Contract Documents, from the date the Final Certificate of Completion is issued during which the Contractor is required to correct any defects or faults in the Work.
-

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



GENERAL CONDITIONS

- 4.1.25. **“Work”** means and includes anything, and everything required to be done for the fulfilment and completion of the Contract.

4.2. DOCUMENTS

- 4.2.1. Words that have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.
- 4.2.2. Words that have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.
- 4.2.3. The Contract Documents, except the Unit Price Agreement, shall be signed or initialed by the Owner and the Contractor; any Contract Documents that may be bound separately shall be signed or initialed for identification.
- 4.2.4. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.
- 4.2.5. The intention of the Contract Documents is to include all Products, labour and services necessary to perform The Work in accordance with these documents, including all minor Products, labour and services not shown or specified, but which are reasonably necessary for performance and completion of The Work.
- 4.2.6. The order of priority of documents, from highest to lowest, shall be:
- Addenda (if any);
 - Unit Price Agreement;
 - Supplementary Conditions;
 - Instructions to Proponents;
 - Agreement;
 - Definitions;
 - Proposal Form;
 - Notice of Acceptance;
 - General Conditions;
 - General Requirements;
 - Schedules;
 - Specifications; and
 - Drawings;
- 4.2.7. If there is a conflict within the Contract documents the Contractor shall promptly notify the Owner of the conflict.
-

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



GENERAL CONDITIONS

- 4.2.8. In the event of conflicts between Contract Documents, the following shall apply:
- i) Documents of later date shall govern over earlier documents of the same classification;
 - ii) Figured dimensions shown on the Drawings shall govern even though they may differ from scaled dimensions;
 - iii) Drawings of larger scale shall govern over those of smaller scale;
- 4.2.9. Any work that may reasonably be inferred from the Contract Documents as being required to perform the Work shall form part of the Work and shall be performed by the Contractor, whether or not it is specifically called for, and shall include the supply of all materials, plant, labour, equipment necessary to complete the Work. The intent is that a complete project will be provided by the Contractor.
- 4.2.10. Reference to standard Specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect on the date of the Agreement, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the Owner, the Contractor or any of their agents or employees from those set forth in the Contract Documents.
- 4.2.11. Industry standards, whether or not bound or referred to in the Contract Documents, shall apply to the Work.
- 4.2.12. The Contractor is responsible for the coordination of metric and imperial dimensions as shown on the Drawings and as specified. The Drawings are a diagrammatic view of the Work required but do not limit the extent of the work required to totally complete the details and work intended. It is the Contractor's responsibility to apply its expertise to execute the intended work shown on the Specifications and Drawings. The Contractor shall coordinate all Drawings with the sizes and dimensions of services, fixtures and equipment in the locations shown on the plans or as site conditions permit. Any changes required to facilitate and complete the installation of such services, fixtures or equipment shall be made at no additional cost to the Owner, unless a Change Order or a Change Directive has been issued
-

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



GENERAL CONDITIONS

4.3. CLEAR PROPERTY TITLE

- 4.3.1. The Owner shall indemnify and hold harmless the Contractor from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the Contractor's performance of the Contract that are attributable to lack of, title or a defect in the title, to the Place of the Work.
- 4.3.2. Necessary access or easements to the Place of Work will be arranged by the Owner. The Contractor shall have use of this access for purposes incidental to the Contract. Any such use shall not interfere with operations of the Owner, any Other Contractor or persons employed by the Owner, or with the rights of any other persons.
- 4.3.3. The Contractor may wish to arrange for special easements, or special use of adjoining or neighbouring public or private properties, for the purpose of expediting the Work. The Contractor shall hold the Owner and the Engineer harmless from any claims arising from use thereof.

4.4. OWNER'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT

- 4.4.1. If the Engineer at any time is of the opinion that the Contractor:
 - (i) is neglecting to prosecute the Work properly or in accordance with the approved Schedule; or
 - (ii) is failing, or has failed, to perform any provision of the Contract; or
 - (iii) refuses or fails to supply sufficiently skilled workers, provide proper workmanship, supply sufficient or proper Products, construction machinery or equipment; or
 - (iv) persistently disregards laws or ordinances, or the Engineer's instructions; or
 - (v) otherwise violates to a substantial degree the provisions of the Contract;

and so certifies, in writing to the Owner and the Contractor, the Owner may give the Contractor notice, in writing, requiring him to correct such failure or default within five (5) working days.

- 4.4.2. If the Contractor fails to correct the failure or default within the time specified in such notice, the Owner may, without prejudice to any other right or remedy he may have, terminate forthwith the Contractor's right to perform the Work or any part thereof, or terminate the Contract forthwith.
-

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



GENERAL CONDITIONS

- 4.4.3. If the failure or default is such that, in the opinion of the Engineer, it cannot be corrected within the time specified in the notice, the Contractor shall be deemed to have complied with the notice if he:
- i) commences the correction of the failure or default within the time specified; and
 - ii) furnishes the Engineer with a schedule for such correction, acceptable to the Engineer, within the time specified; and completes such correction within the time or times set forth in such schedule.
- 4.4.4. If the Contractor should be adjudged bankrupt or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of his insolvency, the Owner may, without prejudice to any other right or remedy he may have, by giving the Contractor written notice, terminate forthwith the Contractor's right to perform the Work, or may terminate the Contract forthwith.
- 4.4.5. If the Owner terminates the Contract or the Contractor's right to perform the Work, the Owner is entitled:
- i) to take possession of the Place of the Work and Products thereon and utilize the construction machinery and equipment, the whole subject to the rights of third parties, and to finish the Work by whatever methods the Owner may deem expedient but without undue delay or expense;
 - ii) to withhold any further payment to the Contractor until the Work has been completed;
 - iii) upon Total Performance of the Work, charge the Contractor the amount by which the full cost of finishing the Work, as certified by the Engineer, including compensation to the Engineer for his additional services and a reasonable allowance as determined by the Engineer to cover the cost of any corrections which may be required by General Conditions Section 4.26 - Warranty, exceeds the unpaid balance of the Contract Price, or, if such cost of finishing the Work is less than the unpaid balance of the Contract Price, pay the Contractor the difference.
 - iv) on expiry of the warranty period or periods, charge the Contractor the amount by which the cost of corrections under General Conditions Section 4.26 - Warranty exceeds the allowance provided for such corrections, as described in (iii) above, or, if the cost of such corrections is less than the allowance, pay the Contractor the difference.
-

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



GENERAL CONDITIONS

4.5. OWNER'S RIGHT OF ENTRY

- 4.5.1. The Owner shall have the right to enter, occupy, and use the Work, in whole or in part, at any time before completion of the Contract, if such entry, occupation and use does not prevent or interfere with the performance of the Work.
- 4.5.2. Such entry, occupation and use shall neither be considered as acceptance of the Work by the Owner nor shall it relieve the Contractor of responsibility to complete the Work.

4.6. CONTRACTOR'S RESPONSIBILITIES AND CONTROL OF THE WORK

- 4.6.1. The Contractor shall have complete control of the Work. He shall effectively direct and supervise the Work to ensure conformance with the Contract Documents. He shall be solely responsible for all the construction means, methods, techniques, sequences and procedures, and for coordinating all parts of the work.
- 4.6.2. The Contractor shall have the sole responsibility for the design, erection, operation, maintenance and removal of temporary structures and other temporary facilities, and the design and execution of construction methods required in their use. The Contractor shall engage and pay for registered engineering personnel skilled in the appropriate discipline to perform these functions, where required by law or by the Contract Documents, and in all cases where such temporary facilities and their methods of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results.

4.7. SUPERINTENDENCE

- 4.7.1. The Contractor shall employ a competent superintendent who shall be in attendance at the Place of the Work at all times while the Work is being performed. If the superintendent is not on site the Work is to cease.
 - 4.7.2. Superintendent shall represent the Contractor at the Place of the Work, and directions given to him shall be held to have been given to the Contractor. Important directions will be confirmed to the Contractor, in writing, by the Engineer.
 - 4.7.3. The Superintendent shall be satisfactory to the Engineer and shall not be changed by the Contractor except for good reason, and only then after consultation with, and agreement by, the Owner.
 - 4.7.4. The Engineer shall have the authority to order the removal from the Work of any Superintendent, Supervisor, Foreman or other employee on the Work should the Engineer consider such person detrimental to the progress or quality of the Work. Any person so removed shall not be re-employed on the Work by the Contractor or by a Subcontractor.
-

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



GENERAL CONDITIONS

4.8. CONTRACTOR'S RIGHT TO TERMINATE THE CONTRACT

- 4.8.1. If the Owner should be adjudged bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of his insolvency, the Contractor may, without prejudice to any other right or remedy he may have, by giving the Owner written notice, terminate the Contract.
- 4.8.2. If the Work should be stopped or otherwise delayed for a period of thirty days or more under an order of any court, or other public authority, provided such order was not issued as the result of any act or fault of the Contractor or of anyone directly or indirectly employed by him, or acting on his request, the Contractor may, without prejudice to any other right or remedy he may have, by giving the Owner written notice, terminate the Contract.
- 4.8.3. The Contractor may notify the Owner, in writing, with a copy to the Engineer, that the Owner is in default of his contractual obligations if the Owner fails to pay to the Contractor within forty-five (45) days of the issue date of the Engineer's Certificate for Payment, subject always to the Owner's rights under law or this Contract to make deductions. Such written notice shall advise the Owner that if such default is not corrected within five (5) working days from the Owner's receipt of the written notice, the Contractor may, without prejudice to any other right or remedy he may have, terminate the Contract.
- 4.8.4. If the Contractor terminates the Contract under the conditions set out above, he shall be entitled to be paid for all work performed up to the date of the Owner's receipt of such notice. The Engineer shall, in his absolute discretion, certify the value of such work to the said date. If the Contractor terminates the Contract under the provisions of General Conditions 4.8, the Contractor shall also be entitled to two and one half percent (2 1/2%) of the difference between such value and the Contract Price, if such value is less than fifty percent (50%) of the Contract Price, and to five percent (5%) of the difference between such value and the Contract Price, if such value is fifty percent (50%) or more of the contract Price, in lieu of all other claims for damages.

4.9. REJECTED WORK

- 4.9.1. Defective work, whether the result of poor workmanship, use of defective Products or damage through carelessness or other act or omission of the Contractor, and whether incorporated in the Work or not, which has been rejected by the Engineer as failing to conform to the Contract Documents, shall be removed promptly from the Work and replaced or re-executed by the Contractor, in accordance with the Contract Documents and at the Contractor's expense.
 - 4.9.2. Other work destroyed or damaged by such removals, replacements or re-execution shall be made good promptly, at the Contractor's expense.
-

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



GENERAL CONDITIONS

4.9.3. The Owner reserves the right to correct defective or rejected work and deduct the cost of the same from the Contract Price.

4.9.4. If, in the opinion of the Engineer, it is not expedient to correct defective work or work not done in accordance with the Contract Documents, the Owner may deduct from the Contract Price the difference in value between the work was done and that required by the Contract; the amount of which shall be determined by the Engineer in his absolute discretion.

4.10. USE OF PREMISES

4.10.1. The Contractor shall confine his equipment and plant, storage of materials and his operations to limits indicated by Laws, Ordinances, Permits, the Contract Documents or by specific direction of the Engineer, and shall not unreasonably encumber the Place of Work.

4.10.2. The Contractor shall not interfere in any way with the work or scheduling of any Other Contractor or employee of the Owner. In order to avoid or minimize such interference, the Engineer may, in his absolute discretion, establish schedules or methods and shall notify the Contractor accordingly. The Contractor shall, without receiving any additional payment, comply with the schedules or methods established by the Engineer.

4.11. DAMAGES AND MUTUAL RESPONSIBILITY

4.11.1. The If either party to this Contract should suffer damage in any manner because of any wrongful act or neglect of the other party, or anyone employed by or through him, then he shall be reimbursed by the other party for such damage. The party reimbursing the other party shall be subrogated to the rights of the other party in respect of such wrongful act of neglect if it be that of a third party.

4.11.2. Claims under this Article shall be made, in writing, to the party liable within ten (10) working days after the first observance of such damage, and may be settled by Unit Price Agreement, or in the manner set out in the Contract Documents, for the settlement of disputes.

4.11.3. If the Contractor has caused damage to any other Contractor on the Project, the Contractor shall indemnify and hold harmless the Owner from and against any and all claims, costs, suits or proceedings arising therefrom.

4.11.4. If the Contractor becomes liable to pay or satisfy any final order, judgment or award against the Owner, then the Contractor, upon undertaking to indemnify the Owner against any and all costs, shall have the right to appeal in the name of the Owner such final order or judgment to any and all courts of competent jurisdiction.

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



GENERAL CONDITIONS

4.12. ASSIGNMENT

Neither party to the Contract shall assign the Contract, or any portion thereof, without the written consent

4.13. ENGINEER'S DECISIONS

- 4.13.1. The Engineer shall decide on questions arising under the Contract Documents and shall interpret the requirements therein. Such decisions shall be given in writing. The Engineer shall use his powers under the Contract to enforce its faithful performance by both parties hereto.
- 4.13.2. The Contractor shall notify the Engineer, in writing; within five (5) working days should he hold that a decision by the Engineer is in error or at variance with the Contract Documents.
- 4.13.3. If the question of error or variance is not resolved within five (5) working days, and the Engineer decides that the work in dispute shall be carried out, the Contractor shall act according to the Engineer's written decision.
- 4.13.4. Should the Engineer's employment be terminated, the Owner shall appoint an Engineer whose status, under the Contract, shall be that of the former Engineer.
- 4.13.5. Nothing contained in the Contract Documents shall create any contractual relationship between the Engineer and the Contractor.
- 4.13.6. The Engineer will not, except by written notice to the Contractor, stop or delay any part of the Work pending instructions or proposed changes in the Work.

4.14. INSPECTION OF THE WORK

- 4.14.1. The Owner, the Engineer and their authorized representatives shall have access to the Work at any time for inspection wherever it is in preparation or progress. The Contractor shall cooperate to provide reasonable facilities for such access. If such inspection shows that any Product or workmanship is not in accordance with the Contract Documents, such Product or workmanship shall be rejected.
 - 4.14.2. If special tests, inspections or approvals are required by the Contract Documents, the Engineer's Instructions or the law of the Place of the Work, the Contractor shall give the Engineer and the affected authority adequate notice requesting inspection. Inspection by the Engineer will be made promptly. The Contractor shall arrange inspections by other authorities and shall notify the Owner of the date and time. The Contractor shall furnish, promptly to the Engineer, two (2) copies of all certificates and inspection reports relating to the Work.
 - 4.14.3. If, without the approval of the Engineer or the affected authority, the Contractor covers, or permits to be covered, any of the Work that is subject to inspection before any special tests
-

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



GENERAL CONDITIONS

and approvals are completed, the Contractor shall uncover the Work, have the inspections satisfactorily completed and make good the Work at his own expense.

- 4.14.4. Examination of any questioned work, beyond the Engineers usual inspections, may be ordered by the Engineer. If such work is found to be in accordance with the Contract Documents, the Owner shall pay the cost of examination and replacement. If such work is found not to be in accordance with the Contract documents, the Contractor shall pay the cost of examination and replacement.

4.15. SUBCONTRACTORS

- 4.15.1. The Contractor agrees to preserve and protect the rights of the Owner under the Contract with respect to any work to be performed by Subcontractors.
- 4.15.2. Without limiting the provisions of the above paragraph, the Contractor shall ensure that any subcontract requires the Subcontractor to accept and be bound by the provisions of General Conditions Section 4.24 - Substantial Performance.

4.16. OTHER CONTRACTORS

- 4.16.1. The Owner reserves the right to let separate contracts in connection with the project and to coordinate insurance coverages.
- 4.16.2. The Engineer will coordinate the work of Other Contractors as it affects the Work of this Contract.
- 4.16.3. The Contractor shall coordinate his work with that of Other Contractors and connect or interface as described in the Contract Documents.
- 4.16.4. The Contractor shall report to the Engineer, in writing, any apparent deficiencies in Other Contractor's work, which would affect the Work of this Contract, immediately as they come to his attention. Failure to do so report shall invalidate any claims by the Contractor against the Owner by reason of the deficiencies of Other Contractor's work, except as to those of which the Contractor could not have been reasonably aware.
- 4.16.5. The Owner will take all reasonable precautions to avoid labour or other disputes on the Project arising from the work of Other Contractors but shall not be in any way liable for delays or costs occasioned by such disputes.

4.17. CONTRACT TIME

- 4.17.1. The Contract Time shall be adjusted only by written instruction of the Engineer, to the Owner and the Contractor.
-

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



GENERAL CONDITIONS

- 4.17.2. If the Contractor fails to complete the Works, or any of the specified portions of the Works, within the times specified, but nevertheless is permitted to proceed and complete the Works, such permission shall not modify nor waive in any respect any responsibility of the Contractor for damages arising from such non-completion within the time specified.

4.18. SCHEDULE

- 4.18.1. The Contractor shall, immediately after the award of the Contract, prepare and submit for the Engineer's review a Schedule of activities of the Work to show dates of commencement and completion of various phases or parts of the Work, in relation to the Contract Time stated in the Unit Price Agreement. The Schedule shall provide sufficient detail to the satisfaction of the Engineer. After acceptance, the Schedule shall not be changed without the consent of the Engineer.
- 4.18.2. The Owner reserves the right to withhold payment from the Contractor if such Schedule is not submitted prior to, or with the first application for, payment, or a revised Schedule is not submitted prior to the next subsequent application for payment after an extension of time has been granted.
- 4.18.3. The Contractor shall comply with the Schedule. The Contractor shall bear all costs necessary to meet the Schedule. If the progress of the Work falls behind the most recent Schedule or is delayed, the Contractor shall immediately engage such additional labour and equipment, and work such additional hours, as the Engineer may direct, to bring the Work back on schedule, at the Contractor's expense.
- 4.18.4. If at any time the Contractor has been granted additional time by the Engineer, he shall forthwith submit a revised Schedule for the Engineer's review, and in sufficient detail, to the satisfaction of the Engineer.

4.19. DELAYS

- 4.19.1. Extension of the Contract Time shall not be grounds for any increase in the Contract Price.

4.20. CHANGES IN THE WORK

- 4.20.1. The Owner, but only through the Engineer, without invalidating the Contract, may make changes by altering, adding to, or deducting from the Work, with the Contract Price being adjusted accordingly.
-

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



GENERAL CONDITIONS

- 4.20.2. No changes shall be made without a written instruction from the Engineer and no claim for an addition or a deduction to the Contract Price shall be valid unless so ordered, and at the same time valued or agreed to be valued, as provided in General Conditions, Section 4.21 - Valuation and Certification of Changes in the Work.

4.21. VALUATION AND CERTIFICATION OF CHANGES IN THE WORK

- 4.21.1. If the Engineer is of the opinion that a change in the Work justifies a change in the Contract Price, the method of determining such change shall be established by the Engineer in one of, or a combination of, the following methods:
- i) by the Contractor's estimate and acceptance by the Owner of a lump sum;
 - ii) by Unit Prices set out in the Contract or subsequently agreed upon by the Owner and the Contractor;
 - iii) by Contractor's net cost and a fixed or percentage fee as provided in the Contract Documents. On labour by the Contractor, twenty percent (20%) (total) overhead and profit on the actual wage paid workers will be allowed. All labour will be paid at straight time rates unless overtime is authorized in writing in advance. On material supplied by the Contractor, ten percent (10%) (total) handling and profit will be allowed. On work of a Subcontractor, ten percent (10%) (total) overhead and profit will be allowed. On equipment rental, "Equipment Rental Rates and Membership Roster" (SHCA) will apply (latest update of rates when available).
- 4.21.2. Equipment rental shall be at locally accepted rates or, in the absence of such rates, at the current provincial government approved rates. For equipment which has to be brought to the Place of the Work for the purpose, transportation costs will be negotiated. A piece of equipment shall mean a unit complete including operator, fuel, grease and maintenance and such costs as are normal to an operating unit. Rental shall be paid for actual hours of work only. No payment will be made for standby or idle time.
- 4.21.3. When a change in the Work is proposed or required, the Contractor shall present to the Engineer his claim for any change in the Contract Price and/or change in Contract Time. If the Engineer approves such claim, he will, after approval by the Owner, issue a written order to the Contractor to proceed with the change. The value of work performed in the change shall be included for payment with the next and subsequent regular Certificates for Payment. In the event that the owner decides not to proceed with a proposed change, the Engineer will notify the Contractor in writing.
- 4.21.4. In the case of changes in the Work to be paid for under methods (i) and (ii) of General Conditions Section 4.21, the form of presentation of costs and methods of measurement shall
-

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



GENERAL CONDITIONS

be determined by the Engineer and Contractor before proceeding with the change. The Contractor shall keep accurate records of quantities or costs and present an account of the cost of the change in the Work, together with vouchers, where applicable.

- 4.21.5. If the method of valuation or measurement of a change, modification of the Contract Price, or change in Contract Time cannot be promptly agreed upon, and the change must proceed without delay, the Engineer shall order the change and shall determine the method, modification or change to be employed or allowed.
- 4.21.6. In the case of dispute in the value of a change authorized in the Work, and pending final determination of such value, the Engineer shall determine the value of work performed and include that amount with the regular Certificates for Payment.

4.22. ADDITIONAL INSTRUCTIONS

- 4.22.1. During the progress of the Work, the Engineer will furnish to the Contractor such additional instructions as may, in the opinion of the Engineer, be necessary to supplement or clarify the Contract Documents. All such instructions will be consistent with the intent of the Contract Documents.
- 4.22.2. Additional instructions may include changes to the Work that affect neither the Contract Price nor the Contract Time.
- 4.22.3. Additional instructions may be in the form of drawings, samples, models, or oral or written instructions.

4.23. PROGRESS PAYMENT CERTIFICATE

- 4.23.1. The Engineer will prepare the progress payment certificate monthly for payment on account, as provided for in Article A-4 of the Unit Price Agreement, as the Work progresses and it shall be for the monthly period ending on the date agreed to by the Owner and Contractor.
 - 4.23.2. The Contractor shall submit to the Engineer, at the time of each progress claim, a price breakdown of work completed and eligible for payment compared to the unit price schedule totals. Upon Engineers acceptance of the progress payment claim, the Contractor shall submit an invoice for the agreed upon amount of the progress payment certificate.
 - 4.23.3. At the time of each progress payment certificate the Contractor shall submit evidence of compliance with Worker's Compensation Legislation.
 - 4.23.4. The Progress Payment Certificate shall identify the items of Work, actual quantities performed on the Work, Contract Unit prices, Lump Sums, the total of money paid to date, all holdback sums and the net amount approved for payment up to the last day of the agreed monthly
-

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



GENERAL CONDITIONS

period. Measurement for payment shall be in accordance with the relevant provisions of the Specifications.

4.24. SUBSTANTIAL PERFORMANCE

- 4.24.1. When the Contractor is of the opinion that the Work is substantially performed, he may issue a notice to the Engineer, on behalf of the Owner, requesting an inspection of the work.
- 4.24.2. The Engineer, on behalf of the Owner, shall, within five (7) working days of receipt of the notice, make an inspection and assessment of the Work. The Engineer shall, within five (7) days of his inspection, notify the Contractor, in writing, of his approval or disapproval to issue Substantial Performance.
- 4.24.3. A Substantial Performance Certificate shall state that the Work, or a substantial part of the Work, under the Contract or a Subcontract is ready for use, or is being used for the purposes intended, and indicate the date for the start and end of the warranty period. The Engineer shall separately identify the cost of completing or correcting any unfinished Work and list the items of the Work that cannot be completed expeditiously, on account of climatic or other reasons beyond the control of the Contractor or Subcontractor, and that do not impair the usefulness of the Work for the purposes intended.
- 4.24.4. The Engineer shall, in his absolute discretion, determine the Deficiency Holdback and certify a list of defects and/or deficiencies in the Work.
- 4.24.5. The Builders' Lien Act provisions relating to substantial performance and holdbacks shall apply to the Work.

4.25. CERTIFICATES AND PAYMENTS

- 4.25.1. The Progress Payment Certificate shall apply only to the value of the work performed and Products furnished to the Place of the Work.
 - 4.25.2. The Owner will retain holdback in the amount of ten percent (10%) of the value of each progress estimate.
 - 4.25.3. The Owner shall, within thirty (30) days of the date of the Engineer's Progress Payment Certificate, make payment to the Contractor on account, in accordance with the provisions of Article A-4 of the Unit Price Agreement. The actual payment paid is subject to the Owner's rights under law, and the provisions of this Contract, to make deductions.
 - 4.25.4. The Engineer shall, if he does not reject a notice of Substantial Performance, within ten (10) working days of receipt of the notice, certify the date of Substantial Performance and issue a Construction Completion Certificate
-

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



GENERAL CONDITIONS

Notwithstanding any other provisions of this Contract:

- i) Upon acceptance of a notice of Substantial Performance and the Issuance of a Certificate by the Engineer on behalf of the Owner, the Owner shall pay the Contractor the Lien Holdback retained for such contract following the expiration of the statutory period stipulated in the Lien Legislation (40 days), and applicable to the Place of the Work, providing no lien derived under that subcontract is preserved by anything done under the appropriate Lien Legislation, and the Subcontractor has submitted to the Owner a sworn statement (Statutory Declaration) that all accounts for labour, subcontractors, products, construction machinery and equipment, and any other indebtedness that may have been incurred by the Subcontractor in the performance of the subcontract and for which the Owner might in any way be held responsible, have been paid in full except holdback monies properly retained. In addition to the Statutory Declaration, the Contractor shall submit a WCB Clearance Certificate verifying their account is in good standing and a Clearance Certificate from the Revenue Division of Saskatchewan Finance stating that the Contractor and Subcontractors have fully paid the Provincial Sales Tax before holdback will be released.
 - ii) If the Contractor, on behalf of a Subcontractor, has submitted a notice for a Substantial Completion Certificate for a phase of the Work, the Engineer shall, within ten (10) working days, make an inspection and assessment of the Subcontract work to verify the validity of the notice. The Engineer shall, within five (5) working days of his inspection, issue a Substantial Completion Certificate for a particular phase of the Work, or shall notify the Contractor, in writing, of his refusal to do so and the reason therefore. The Owner shall make payment to the Contractor of the amount shown on such Certificate, less all amounts already paid, and less any deductions permitted by law or the Contract, and less all amounts, if any, required to be retained under the Lien Legislation. Any amount required to be retained by the Lien Legislation shall be paid, to the Contractor, following the expiration of the statutory period stipulated in the Lien Legislation, providing no liens have been registered which are then outstanding.
 - iii) Notwithstanding the provisions of Article (ii) above and the wording of such Certificates, the Contractor shall ensure that the Work of such subcontract is protected pending the Total Performance of the Work, and be responsible for the correction of any defects in it, regardless of whether or not they were apparent when the Substantial Completion Certificate of the Work for this subcontract was issued.
- 4.25.5. As soon as practicable, the Engineer shall seek to settle all claims of the Contractor or of the Owner for extra work or deletions to the Work, and shall certify the total amount due to the Contractor for the performance of the Work. The Owner shall make payment to the Contractor of the amount shown on such Certificate, less all amounts already paid and less any deductions
-

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



GENERAL CONDITIONS

permitted by law of the Contract, and less all amounts, if any, required to be retained under the Lien Legislation, providing the Contractor has submitted to the Owner a sworn statement that all accounts for labour, Subcontracts, products, construction machinery and equipment, and any other indebtedness which may have been incurred by the Contractor in the performance of the Work and for which the Owner might, in any way, be held responsible, have been paid in full, except holdback monies properly retained. Any amounts required to be retained by the Lien Legislation shall be paid to the Contractor following the expiration of the statutory period stipulated in the Lien Legislation, provided no liens have been registered which are then outstanding.

- 4.25.6. No Certificates, nor any payments made thereunder, nor any partial or entire use or occupancy of the Work by the Owner, shall constitute an acceptance of any work or Products not in accordance with the Contract Documents.

4.26. WARRANTY

- 4.26.1. The Warranty Period of the Work referred to in this clause shall start, subject as hereinafter provided, on the date as noted in the Construction Completion Certificate.
- 4.26.2. The Warranty Period for items of the Work that cannot be completed expeditiously on account of climatic or other reasons beyond the control of the Contractor, and that do not impair the usefulness of the Work for the purpose intended, and are identified as such in the Construction Completion Certificate, shall start on the date of completion of the entire Work.
- 4.26.3. The Contractor shall promptly correct, at his own expense, any defects in the Work due to faulty products or workmanship appearing within the specified warranty period below, from the start of the Warranty period or within such extended period as may be specifically stated in the Specifications. A like Warranty, and for a like period, shall apply to any repaired or replaced product or workmanship, starting on the date of completion of the repair or the replacement.
- 4.26.4. The warranty period for all surface and underground construction is for a period of one (1) year from the date of issue of the Construction Completion Certificate.
- 4.26.5. To ensure the Owner has benefit of any and all Product or system warranties offered by manufacturers or others, the Contractor shall ensure that all Warranties are assignable and are assigned to the Owner in the Owner's name. Such assignment shall not relieve the Contractor of his obligations under this General Conditions, Section 4.26 - Warranty.
- 4.26.6. The Contractor shall correct, at his own expense, all damage resulting from any defects or corrections to any defects required under the conditions of Section 4.26.3.
-

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



GENERAL CONDITIONS

- 4.26.7. The Owner may, in an emergency or if the Contractor neglects to correct defects for any reason, do the work, or direct someone else on his behalf to do the work, and charge the Contractor accordingly.
 - 4.26.8. No certificate of the Engineer nor payment thereunder shall relieve the Contractor from his responsibility herein.
 - 4.26.9. The Owner or the Engineer will promptly give the Contractor written notice of all observed defects.
 - 4.26.10. The Engineer shall, one month prior to termination of the warranty Period, notify the Owner and the Contractor, by written notice, that an inspection of the work is required and shall, in such notice, fix a date for such inspection which shall be within the next ten (10) days. The inspection will be carried out by the Engineer, who may be accompanied by the Owner and the Contractor. The Engineer will record defects requiring repair or correction and will instruct the Contractor, in writing, to remedy such defects within fifteen (15) days. If the Contractor refuses or neglects, for any reason, to correct such defects, the Owner may correct them or direct someone else, on his behalf, to correct them, and charge the Contractor for all the costs of such correction.
 - 4.26.11. For the duration of the maintenance period, the Contractor shall be responsible for faulty material and/or workmanship, and for maintenance and corrections that are a direct result of faulty material and/or workmanship.
 - 4.26.12. All rectification work made necessary by subsidence of trenches and fill areas, related to the scope of work, will be the responsibility of the Contractor to the end of the maintenance period.
 - 4.26.13. The Contractor is not relieved of his obligation to maintain the system until such time as the Owner signs the "Final Acceptance Certificate". The Owner may request an extension to the maintenance period due to faulty materials or poor workmanship. The Contractor will be held responsible for maintaining the system for this period of extension at no cost to the Owner.
 - 4.26.14. After due notification, in writing, to the Contractor, the Owner may proceed with correction of fault at the expense of the Contractor. In emergency situations endangering life or public property, the Owner shall proceed with repairs and thereupon advise the Contractor of the failure, and resulting costs shall be paid by the Contractor.
 - 4.26.15. The Engineer will issue a Final Acceptance Certificate to the Contractor when the maintenance period is complete, all maintenance deficiencies are rectified, and approval has been received from the Owner.
-

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



GENERAL CONDITIONS

4.27. INDEMNIFICATION

- 4.27.1. The Contractor shall indemnify and hold harmless the Owner and the Engineer, their agents and employees, from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of, or attributable to, the Contractor's performance of the Contract. Without limiting the generality of the foregoing, such indemnity shall extend to claims for liens filed under the appropriate Lien Legislation after the time available to the Contractor for filing liens.
- 4.27.2. Nothing in the Contract Documents or any approval, expressed or implied, of the Engineer or the Owner, shall relieve the Contractor of any liability for latent defects or inherent vice which may be imposed by law.

4.28. INSURANCES

- 4.28.1. The Contractor shall maintain Comprehensive Liability and Property Insurance applicable to the Work and all parties thereto for the full term of the Contract including the Warranty period(s), unless specified otherwise.
- 4.28.2. The Contractor shall provide proof of all insurance to the owner prior to commencing the Work.
- 4.28.3. A specific listing of required insurance may be described in Supplementary Conditions.

4.29. PROTECTION OF WORK AND PROPERTY

- 4.29.1. The Contractor shall protect all property adjacent to the Place of the Work from damage as the result of his operations under the Contract.
- 4.29.2. The Contractor shall protect the Work and the Owner's property from damage, and shall be responsible for any damage that may arise as the result of his operations under the Contract.

4.30. PROVINCIAL SALES TAX

- 4.30.1. Any tax rebates which may be applicable under current legislation will be claimed by the Owner and will accrue to the benefit of the Owner. The Contractor may be required to provide documentation regarding the costs of supply of certain materials incorporated into the Work in support of the Owner's claim.
 - 4.30.2. Final payments under the Contract shall be withheld by the Owner pending the Owner's receipt of a Clearance Certificate from the Revenue Division of Saskatchewan Finance stating that the Contractor and Subcontractors have fully paid the Provincial Sales Tax.
-

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



GENERAL CONDITIONS

4.31. WORKERS COMPENSATION

- 4.31.1. Prior to commencing Work, and prior to receiving payment for Substantial Performance of the Work and the final payment, and at any time during the term of Contract, when requested by the Engineer, the Contractor shall provide evidence that the Contractor and all Subcontractors have complied with all requirements of the Province with respect to Workers' Compensation, including payments due thereunder.

END OF SECTION

5. SUPPLEMENTARY CONDITIONS

ACTIVE TRANSPORTATION PATHWAY & SIDEWALK EXPANSION SWIFT CURRENT, SASKATCHEWAN

For The



CITY OF SWIFT CURRENT

APRIL 2021

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



SUPPLEMENTARY CONDITIONS

5. SUPPLEMENTARY CONDITIONS

The Supplementary Conditions shall be read in conjunction with the General Conditions and shall govern over them.

5.1. INSURANCE

Supplement General Conditions section 4.28 – Insurances with the following:

- 5.1.1. Without restricting the generality of General Conditions, Section 4.27 - Indemnification, the Contractor shall provide, maintain and pay for the insurance coverage's listed hereafter.
 - 5.1.2. The specific minimum requirements of insurance called for by the General Conditions of contract and required under this contract are as follows:
 - i) Comprehensive Public Liability and Property Damage Insurance, Five Million Dollars (\$5,000,000.00) inclusive.
 - ii) Automobile Liability Insurance, Five Million Dollars (\$5,000,000.00) inclusive.
 - 5.1.3. Without in any way limiting the obligations or liabilities of the Contractor, the Contractor shall maintain and keep in force during the term of this contract until the date of final acceptance, in an insurance company or companies and under policies of insurance acceptable to and approved by the Owner, the following insurance with limits not less than that shown under the Special Conditions of contract. Insurance policies shall remain in force for the duration of the contract, including the specified warranty period and until the date of issuance of the Final Acceptance Certificate. No policy shall be altered in any manner that would affect the interest of the Owner, nor cancelled, either by the Contractor or the insurer, without thirty (30) days' notice by registered mail to the Owner. When changes in the contract are material to the risk, the Contractor shall notify the insurance and the surety. All policies required under this clause shall name the City of Swift Current as an additional insured, and shall indemnify the City of Swift Current and their officers and agents.
 - 5.1.4. Automobile Liability Insurance on all vehicles used in connection with the work under this contract, whether owned by the contractor or his sub-contractors or not, shall include any and all liability assumed under this contract.
 - 5.1.5. Aircraft or Watercraft Liability covering all licensed craft, whether owned by either the Contractor or the sub-contractor or chartered, used in connection with the work under this contract shall cover any liability assumed under this contract.
 - 5.1.6. Comprehensive Public Liability and Property Damage Insurance shall apply to all operations of the contractor in connection with this contract. This protection shall include, but not be limited
-

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



SUPPLEMENTARY CONDITIONS

to, the contractor's contingent liability with respect to subcontractors, contractual liability assumed under this contract, completed operations, and, if Worker's Compensation Act is not applicable, to any employees of the contractor or his subcontractor's employer's liability. The Contractor shall have the City of Swift Current added as an additional insured, with cross-liability to such insurance.

- 5.1.7. The Contractor shall deposit with the Engineer, at the office from which the contract is let, before commencement of the work, insurance policies or certified copies thereof, required under the above. Original policies will be returned to the contractor without undue delay.

5.2. LIQUIDATED DAMAGES

- 5.2.1. If the Contractor fails to complete and deliver the Works, or any of the specified portions of the Works, by the completion date required by the Contract Documents, it is agreed that if the owner requires the Contractor shall pay to the Owner as liquidated damages, and not as a penalty, for any and all financial damages that the City may incur, including loss of funding, for any portion of the Works, that in the opinion of the Engineer and Owner, remains incomplete after the Completion Date, and the Owner, in addition to any other rights and remedies he may have, shall be entitled to deduct from any payments due to the Contractor the additional costs to the Owner of the engineering services incurred as a result of the Contractor's failure to complete on time.
- 5.2.2. No bonus will be allowed by the Owner for completion of the Work in less time than specified in the Unit Price Agreement.
- 5.2.3. If the Contractor fails to complete the Works, or any of the specified portions of the Works, within the times specified, but nevertheless is permitted to proceed and complete the Works, such permission shall not modify nor waive in any respect any responsibility of the Contractor for damages arising from such non-completion within the time specified.

5.3. DISPUTE RESOLUTION

- 5.3.1. The parties will make reasonable efforts to resolve disputes arising under this agreement by amicable negotiations. They agree to provide frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations, without prejudice to their rights and recourses.
- 5.3.2. If a dispute has not been resolved by negotiations, either party may notify the other party that it wishes the dispute to be resolved by mediation. If the parties are unable to agree upon the choice of a mediator, either party may apply to a superior court in the jurisdiction where the project is located to appoint a mediator.
-

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



SUPPLEMENTARY CONDITIONS

- 5.3.3. Should mediation not resolve the dispute, a party may refer the unresolved dispute to the courts or, upon mutual agreement, to any other form of dispute resolution, including binding arbitration.
- 5.3.4. Unless the parties otherwise agree, any mediation or arbitration under this Agreement will be conducted in accordance with Saskatchewan Rules of Court (the New Rules) - Alternative Dispute Resolution, as applied to and compatible with this Agreement, save that arbitration will be limited to a single arbitrator.
- 5.3.5. Any endeavor to resolve disputes arising out of this agreement by negotiation, mediation or other means of dispute resolution, including arbitration, will be conducted on a confidential basis.
- 5.3.6. The parties agree to submit to the exclusive jurisdiction of the courts in the place of the work if a dispute is to be resolved by the courts, or to mediation or arbitration at the place of the work if a dispute is to be resolved by mediation or arbitration.

END OF SECTION

6. SPECIAL PROVISIONS

ACTIVE TRANSPORTATION PATHWAY & SIDEWALK EXPANSION SWIFT CURRENT, SASKATCHEWAN

For The



CITY OF SWIFT CURRENT

APRIL 2021

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



SPECIAL PROVISIONS

6. SPECIAL PROVISIONS

6.1. OCCUPATIONAL HEALTH AND SAFETY

- 6.1.1. The Contractor shall comply with the City's "Outside Contractor Safe Work Policy", which includes acknowledgement of the City Safety Orientation Video by all workers on site.
- 6.1.2. The Contractor shall provide a site-specific best practice or work site policy for working during COVID-19 restrictions that is acceptable to the City.

6.2. STAGING AREAS

The Contractor shall be responsible for identifying staging areas that meet the City's approval.

END OF SECTION

7. GENERAL SPECIFICATIONS

ACTIVE TRANSPORTATION PATHWAY & SIDEWALK EXPANSION SWIFT CURRENT, SASKATCHEWAN

For The



CITY OF SWIFT CURRENT

APRIL 2021

GENERAL REQUIREMENTS (01010)

1. GENERAL

Each Proponent, in submitting a Proposal, acknowledges that he has examined the site under this Contract, and is completely familiar with every detail of the scope and intent of the Work required. Each Proponent further acknowledges that he has examined the site and the surrounding areas, and is familiar with all conditions and/or restrictions that could affect or limit his operation due to such things as environmental constraints, public traffic, existing utilities, and property of others. The Contractor shall supply all materials for this Contract.

2. SAFETY QUALIFICATIONS

- 2.1. Contracts will only be awarded to Proponents who, prior to the time fixed for receiving Proposals, possess a Certificate of Recognition (COR) that is relevant to their industry. If the Proponent does not have COR a statement shall be provided that the Proponent has a current safety policy/program.
 - 2.2. The Engineer reserves the right to waive the COR requirement, provided that the Contractor has an established Health and Safety Management Program relevant to the industry for which the work is being performed. Waiver of COR may be granted upon receipt and review of a clearly stated Occupational Health and Safety Policy and Health and Safety Management System including the following information:
 - i) Written Health and Safety responsibilities for Manger/Supervisor/Worker/Subcontractors;
 - ii) Identification and analysis of Health and Safety Hazards for work being performed;
 - iii) Written Worksite Inspection Process identifying frequency of inspections and documentation of hazards identified and controls in place;
 - iv) Written Incident Reporting and Investigation process;
 - v) Documented training records to ensure workers performing work on the site are certified and trained to perform their duties safely; and
 - vi) WCB Employer Rate Statement.
 - 2.3. The Contractor shall be considered the Principal or Prime Contractor for the project, pursuant to the applicable construction safety legislation, and shall have primary responsibility for the safety of all workers and equipment on the project in accordance with such legislation.
-

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



GENERAL REQUIREMENTS (01010)

- 2.4. During the progress of the Work, the Contractor shall complete Monthly Health and Safety Summary Reports and submit these reports to the Engineer's Representative at the end of each month.

3. SALVAGE AND DISPOSAL OF MATERIALS

- 3.1. Materials taken off site for salvage or disposal at a site of the Contractor's choice, or at a designated municipal site or other site as directed by the Engineer, and shall be disposed of in a manner suitable to the Engineer. Disposal and tipping fees shall be waived for any material taken to the City of Swift Current East Landfill in execution of this project.
- 3.2. Material designated for salvage shall be carefully handled and not damaged, and neatly stockpiled. Written approval is required from the owners of the disposal sites that they are satisfied with the disposal and the cleanup of their property, and shall be submitted as evidence of their acceptance before final payment is made.

4. COOPERATION

- 4.1. The Contractor shall cooperate with other Contractors and ensure that all Subcontractors cooperate with each other, and with other contractors, to ensure that work will be carried out expeditiously.
- 4.2. The Contractor shall ensure that all Subcontractors examine the drawings and specifications covering the work of others that may affect the performance of their work. Examine the work of others and report to the Engineer, in writing, of any defects or deficiencies that may affect the work. In the absence of any such report, the Contractor shall be held to have waived all claims due to defects in such work.

5. USE OF PREMISES

- 5.1. Because of other work within, and adjacent to, the limits of this Contract, the Contractor shall not have the exclusive occupancy of the area within, or adjacent to, the limits of the Contract. The Contractor shall cooperate with companies, the owners of various utilities and other Contractors, and shall coordinate and arrange the sequence of his work in order to expedite the completion of the project.
- 5.2. The Contractor shall confine apparatus, the storage of products and the operations of workers to limits indicated by laws, ordinances, permits and by directions of the Engineer. Do not unreasonably encumber the premises with products.

6. RESPONSIBILITY FOR EXISTING FEATURES

- 6.1. All of the existing facilities, whether or not shown on the drawings, shall remain in service in their present locations or as described, and shall be protected by the Contractor against damage by construction equipment and operations until the temporary or permanent replacement facilities are in place and in service. The Engineer has shown the existing facilities on the contract drawings from
-

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



GENERAL REQUIREMENTS (01010)

information made available from the Owners of each facility. The Engineer assumes no responsibility for the accuracy or completeness of the information shown.

- 6.2. Location of existing facilities shall be investigated and verified in the field by the Contractor. Excavation in the vicinity of existing structures and utilities shall be carefully performed. The Contractor will be held responsible for any damage to, and for maintenance and protection of, existing structures and utilities.
- 6.3. The locating of any utilities is the responsibility of the Contractor, who shall pay for any service supplied for that purpose.
- 6.4. Fences, or other existing features at locations that interfere with construction operations, shall be safely removed by the Contractor and re-erected on completion of the works as required by the Engineer.
- 6.5. The Contractor shall notify the appropriate representatives of utility companies or departments of his intention to carry out operations in the vicinity of any utility structure, at least one (1) week in advance of commencement of such operations.
- 6.6. The Contractor shall make suitable arrangement with the utility company or municipal department for the protection of pipelines, conduits, drains, lines, wiring or other structures, whether underground, on the surface or overhead, and satisfy the company or department that the methods or operations are effective.

7. CONSTRUCTION CONSTRAINTS

The Contractor's work schedule shall recognize the constraints placed on his work program by the existing and proposed facilities, whether or not described herein or on the drawings, and whether or not the relocated facilities are wholly or partially constructed under this contract or by others.

8. CONTRACTUAL AGREEMENT

- 8.1. Work under this contract shall be performed under a single Unit Price Contract.
- 8.2. In the case of a dispute, the General Contractor shall decide which Subcontractor supplies and installs required materials or equipment. Extras will not be considered on the grounds of differences in interpretation of the specifications as to which Subcontractor does what work.

9. HAUL ROUTES

- 9.1. All hauling on local roads or municipal streets is to be on designated truck routes only, unless special permission is received from the local municipality or road authority.
 - 9.2. Obtain approval from the Municipality, Owner, and Engineer prior to using any road as a haul road.
-

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



GENERAL REQUIREMENTS (01010)

- 9.3. The Contractor shall be responsible for damage and/or spillage on all roads used for hauling materials and equipment to and from the site, subject to the Engineer being satisfied such damage or spillage was a direct result of the actions of the Contractor or one of the Contractor's agents in the performance of the Work required under this Contract.
- 9.4. The Contractor shall be responsible for regular maintenance of haul roads including dust control.
- 9.5. Upon notification by the Engineer that remedial work is necessary, immediately clean and/or restore the affected areas designated by the Engineer.
- 9.6. This Work shall be performed at no extra cost to the Owner or Municipality.

10. MOBILIZATION AND DEMOBILIZATION

- 10.1. Where mobilization is included as a Proposal item, it shall consist of the necessary work and operation including, but not limited to, the movement of personnel, equipment, supplies and incidentals to the Work, the establishment of offices, camps and other facilities necessary to undertake the Work and for expenses incurred for other work and operations that must be performed prior to the commencement of the Work.
- 10.2. The Owner will pay for mobilization at the lump sum price Proposal for "Mobilization", which payment shall be compensation in full for all costs associated with mobilization and demobilization. No payment for mobilization will be made until the value of the work completed on Proposal items other than the mobilization exceeds ten percent (10%) of the total Proposal price. When the amount Proposal for Mobilization exceeds ten percent (10%) of the total original contract Proposal amount, the Owner will withhold the portion in excess of ten percent (10%) until the date of Construction Completion. The Contractor will receive sixty percent (60%) of the lump sum price Proposal for mobilization and the remaining forty percent (40%) of the lump sum price Proposal upon cleaning up of the site and demobilization to the satisfaction of the Engineer.
- 10.3. The amount Proposal for Mobilization will be paid only once, regardless of the number of times the Contractor mobilizes. If the Contract does not contain a Proposal item for "Mobilization", no direct payment will be made for costs associated with mobilization.
- 10.4. Where there is no Proposal item for Mobilization or Demobilization, such work shall be considered incidental to other work or payment items of the contract.

11. EXAMINATION

- 11.1. Examine drawings and visit the site to determine existing conditions. No additional compensation will be given for extra work due to existing conditions that such examination should have disclosed.
-

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



GENERAL REQUIREMENTS (01010)

- 11.2. Examine previously constructed work. Notify Engineer in writing of any conditions which may prejudice proper completion of the work. Commencement of work implies acceptance of existing conditions.
- 11.3. It shall be the Contractor's responsibility to examine all other drawings and specifications that may have an effect on any portion of the Work to be undertaken, and verify in the field all connections to, and locations of, all existing structures and equipment.

12. PROTECTION

- 12.1. Protect all monuments, bench marks, stakes and lines located on site. Protect existing structures, services, appurtenances, trees and shrubs.
- 12.2. Repair or replace items damaged by this work to Engineer's approval at Contractor's expense, and at no cost to Owner.
- 12.3. Notify the Engineer forty eight (48) hours in advance of the required removal of any survey points.
- 12.4. When compacting around concrete structures, use portable vibrators.

END OF SECTION

FIELD ENGINEERING (01050)

1. CONSTRUCTION SURVEY LAYOUT

- 1.1. The Engineer will set a reference points for vertical and horizontal alignments, with stakes at intervals which the Engineer deems suitable for the performance of the work.
- 1.2. One (1) set only of reference points will be established for any one stretch of line.
- 1.3. The Contractor shall give forty eight (48) hours' notice of need for reference points and ensure that line for reference points has been cleared.
- 1.4. In the opinion of the Engineer, the Contractor is responsible for the cost to correct any construction errors or omissions that such a review might have reasonably revealed.
- 1.5. The Contractor is to check all survey lay out against the project drawings to ensure there are no errors or omissions.
- 1.6. The Contractor shall be satisfied as to the correct meaning of all reference points. Discontinue work and advise Engineer immediately if an error is suspected in drawings, specifications, reference points, string lines, grade sheets or any other aspect of the work. To proceed with the work where an error in survey is suspected constitutes full acceptance of responsibility for costs associated with correction of the work.

1.7. PROTECTION

The Contractor shall protect all monuments, benchmarks, stakes and lines located within limits shown on the drawings. Protect existing structures, services, appurtenances, trees and shrubs. Repair or replace items damaged by this work to Engineer's approval at Contractor's expense.

END OF SECTION

REGULATORY REQUIREMENTS (01060)

1. PERMITS/INSPECTIONS/FEES/CERTIFICATES

- 1.1. The Contractor shall provide all necessary notices, and obtain and pay for all permits, licenses, certificates and governmental inspections in force at the Proposal closing date and required for the performance of the Work.
- 1.2. All necessary certificates shall be furnished as evidence that the installations conform to the laws and regulations of all authorities having jurisdiction, before final certificates are issued.
- 1.3. The Contractor shall give all required notices and comply with all local, provincial and federal laws, ordinances, rules, regulations, codes and orders relating to the Work, that are in force, or become in force, during the performance of the Work.

2. APPLICABLE CODES/STANDARDS

- 2.1. Where dates with specified standards are noted, or where specified standards are not dated, the Contractor shall conform to the latest issue of specified standards, as amended and revised to the Proposal closing date.

3. SAFETY

- 3.1. The Contractor shall observe and enforce all construction safety measures required by Code, Workers' Compensation Board, Occupational Health & Safety and applicable municipal statutes and authorities. In the event of discrepancy between any provisions of such authorities, the most stringent provisions shall apply.
- 3.2. The Contractor shall employ a qualified specialty Engineer for the design of all false work for the temporary support of all structural elements, earth banks, roads, or other features
- 3.3. If "NO SMOKING" regulations are in effect in areas of the Work, the Contractor shall ensure that all workers comply with the regulations.
- 3.4. The Contractor shall ensure that all workers comply with the Owner's safety regulations, where such regulations are in effect.
- 3.5. Do not load, or permit to be loaded, any part of the Work with a weight, load or force that will exceed the design loading and endanger its safety.

4. ENVIRONMENTAL MANAGEMENT

- 4.1. The Contractor shall not dump, spill or dispose of any overburden, trees, brush, petroleum products, camp refuse or other debris into any watercourse, reservoir or other natural water basin, or into any
-

area that may ultimately cause pollution to water drainage or storage systems. The Contractor shall clean up any deposits of waste arising from his Work that may cause subsequent pollution, and should he fail to do so, the Owner may, without further notice, arrange the clean-up of such deposits at the expense of the Contractor. Any inert solid waste materials resulting from the production of asphalt concrete pavement, concrete or soil cement shall be stored by the Contractor in stockpiles during activities and operations on the disturbed land. The Contractor shall remove and dispose of such material in a manner acceptable to the appropriate regulatory agencies and the Engineer, on completion of the Work.

- 4.2. The Contractor shall conduct his operations in accordance with the current legislation concerning pollution control, including the Environmental Protection and Enhancement Act and other related legislation.
- 4.3. It shall be the Contractor's responsibility to familiarize himself with the applicable legislation and regulations and obtain all necessary permits and approvals for his operations.

5. OPERATION OF ASPHALT MIXING PLANTS

- 5.1. The Contractor is also advised that operation of any asphalt mixing plant is subject to the conditions and regulations of the Code of Practice for Asphalt Paving plants as issued by Saskatchewan Environment. The following provisions of this code of practice will be monitored by the Engineer:
 - i) The asphalt mixing plant must be registered with Saskatchewan Environment, Environmental Service, Enforcement and Monitoring Division, and a copy of this registration must be kept with the plant at all times during set up and operation. This registration shall also be made available for inspection by the Engineer.
 - ii) The person responsible (Contractor) shall notify Saskatchewan Environment prior to initially locating, or any relocation, of the plant.
- 5.2. Monitoring of these provisions by the Engineer is for information purposes only, and shall not in any way be considered acceptance or approval of the Contractor's compliance with the requirements of the Code of Practice.

6. ENVIRONMENTAL PERMITS AND OTHER REGULATIONS

- 6.1. The Contractor must provide direction on how environmental conditions and/or restrictions prescribed within permit conditions, approvals, authorizations and the contract govern their work.
 - 6.2. Retain copies of projects permits, approvals, authorizations and notifications (as well as the permit applications when relevant) on site during all activities. These documents, upon request, will be provided to the regulators during site visits and inspections.
-

- 6.3. The Contractor shall obtain whatever further Permits may be found necessary, and shall provide the Engineer with written confirmation of the approval, by the Permit agencies, of his full compliance before holdback will be released.

7. RESPONSIBILITY AND PAYMENT FOR ENVIRONMENTAL MANAGEMENT

- 7.1. The Contractor shall comply with all conditions of all environmental approvals and permits for the project, familiarize himself with the applicable legislation and regulations concerning environmental protection, and shall conduct his activities in accordance with such legislation and regulations.
- 7.2. The Contract documents may specify the use of various erosion control or environmental control devices at specific locations throughout the project. These are items that are considered necessary for erosion or environmental control for some period of time following the completion of construction. The timing of the installation or construction of these devices, and the quantities required, will be specified in the Contract or determined by the Engineer. These devices, only at the locations and quantities specified in the Contract, will be paid for at the applicable unit price proposed for the specific device used.
- 7.3. All other environmental or erosion control devices or procedures required to ensure compliance with the applicable legislation, regulations or approvals during construction are deemed to be necessary only as “temporary environmental control measures”, and shall be the direct responsibility of the Contractor. This shall include the responsibility for determining the quantities, nature and locations of such devices or procedures and the timing of each event. The Contractor shall, to the extent possible, identify these devices or procedures in his Construction Operations Plan.
- 7.4. If, at any time during the project, it is determined that the devices or procedures detailed in the Construction Operations Plan (any specific measures, locations or quantities proposed) are insufficient, the Contractor shall modify the Plan accordingly.
- 7.5. With the exception of removing and disposing of silt from silt containment ponds and sediment barriers, no separate payment will be made for any “temporary environmental control measures” undertaken by the Contractor, regardless of whether or not the temporary measure is detailed in the Contractor’s Construction Operations Plan or whether or not the Contract contains a Proposal item for the device(s) or procedure(s) used. Removing and disposing of material from silt containment ponds and sediment barriers will be paid for as Extra Work, in accordance with General Conditions Section 4.8.2 Valuation and Certification of Changes in the Work.

8. REPORTING SPILLS OF DELETERIOUS OR HAZARDOUS MATERIALS

- 8.1. During construction, any releases of silt or other deleterious substances into a body of water or watercourse shall be immediately reported to the Engineer, Saskatchewan Environment and the Federal Department of Fisheries and Oceans (1-800-222-6514).
-

- 8.2. In the event of the release of silt or other deleterious substance into a body of water or watercourse, the Contractor shall take all reasonable measures to contain the release and repair any damage at his expense.
- 8.3. Spills or releases of hazardous materials shall also be immediately reported to the Engineer and Saskatchewan Environment and, if a body of water is involved, the Engineer and Federal Department of Fisheries and Oceans (1-800-222-6514). The Contractor shall take all reasonable measures to contain and clean up the spill, and any such work shall be performed in accordance with the applicable legislation and regulations at the Contractor's expense.

9. POLLUTION CONTROL

- 9.1. The Contractor shall conform to local ordinances and bylaws relating to littering of streets, dust and noise. Conduct noisy operations in such a manner as to cause the least disturbance to neighbouring residents.
- 9.2. The Contractor shall take precautions to prevent depositing mud or debris on public or private roadways adjacent to the work. Clean up immediately, otherwise the Engineer will direct necessary clean up, with all costs back-charged to the contractor.
- 9.3. The Contractor shall use all means necessary to control dust on or near the site. Moisten surfaces as required to prevent dust nuisance to the public, surrounding properties and others on site.

10. WORKING LIMITS/TEMPORARY EASEMENTS

- 10.1. The Contractor shall confine all operations within the Owner's property limits. Where encroachment on areas beyond staked lines or property lines is necessary, make arrangements separately with the property owners.
- 10.2. The Contractor shall obtain consent of adjoining property owners regarding need for any temporary easements or any other encroachment, well in advance of the encroachment. Upon completion of Contract, make good any damage to adjacent property.

11. METRIC USAGE

- 11.1. Contractors are required to provide metric products in the sizes called for in the Contract Documents, except where a valid claim can be made that a particular product is not available on the Canadian market.
 - 11.2. Claims for exemption from use of metric products shall be in writing and fully substantiated with supporting documentation, prior to commencing work. Promptly submit claims to the Engineer for consideration and ruling. Non-metric products may not be used unless Contractor's claim has been approved in writing by the Engineer.
-

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**
REGULATORY REQUIREMENTS (01060)

- 11.3. Difficulties caused by the Contractor's lack of planning and effort to obtain metric products that are available on the Canadian market will not be considered sufficient reason for claiming that they cannot be provided.
- 11.4. Claims for additional costs due to provision of specified metric products will not be considered.
- 11.5. SI metric units of measurement are used exclusively on the drawings and in the specifications, with exceptions as follows:
 - i) Certain nominal values that are related to some CSA standards will remain in imperial measure pending the publication of revised standards that will specify the correct metric values and units to be used.
 - ii) In case of conflict between metric and imperial terminology, metric terminology shall govern.
 - iii) The metric language conforms to the CSA Canadian Metric Practice Guide (CAN3-Z234,1-76).
 - iv) Where numeric dates are used, eg. 1990-09-16; conform to four (4) digits for year, two (2) digits for month, two (2) digits for day; in descending order and separated by hyphens.

END OF SECTION

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



UTILITIES (01070)

UTILITIES (01070)

1. GENERAL

- 1.1. The "Utilities" shall mean Utilities and facilities that are located on, in or near the property, continued within the proposed work and that may be affected by the construction, and shall include, but not be limited to, pipelines, drainage works, irrigation works, water works, sewage works, power facilities, telephone facilities, cable facilities and related appurtenances.
 - 1.2. The Contractor will notify all known utility owners or operators to adjust their utility installations as necessary, within or adjacent to the Work. All such utility adjustments will be made by the Owner or operator, except as otherwise provided for in the special provisions or as specifically noted on the plans. It is the responsibility of the Contractor to coordinate the relocation, temporary or permanent, with the City or other utility owner before construction.
 - 1.3. The Contractor shall be reasonable to ensure that all utility installations are located and clearly marked on the ground before commencing his construction operations. The Engineer may provide information respecting the existence of known utility installations, such as power, telephone, pipeline, coaxial or fibre optic cables or other utilities. However, the Contractor shall be responsible for contacting all affected utility owners or operators to determine the existence and location of all utility installations, maintaining liaison with the utility owners or operators concerning the adjustment of all utilities and coordinating his operations.
 - 1.4. It is understood and agreed that the Contractor has considered in his Proposal the present and proposed position of all permanent and temporary utilities. No additional compensation will be paid by the Owner for any delay, inconvenience or damage sustained by the Contractor that is caused by the existence of, or adjustment to, the utilities.
 - 1.5. It is further understood and agreed that the Contractor has considered in his Proposal the scheduling of those items of the Work essential to the adjustment of the utilities, and that the Work will be scheduled and performed at the time required to accommodate these adjustments and without additional compensation.
 - 1.6. Additional specific requirements for work in the vicinity of utilities, and coordination with the owners and/or operators, may be listed under the particular utility.
-

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



UTILITIES (01070)

1.7. The known utility companies, owners, and operators and their representatives are as follows:

SaskEnergy	Phone: (306) 778-4176
SaskPower	Phone: (306) 778-7528
City of Swift Current Light and Power	Phone: (306)-778-2770
SaskTel	Phone: (306) 778-9676
Shaw Cable	Phone: (306) 773-7218
CP Rail (Track Maintenance Supervisor)	Phone: (306) 631-0540
Public Works (City of Swift Current)	Phone: (306) 778-2748

2. LIABILITY

In order for the Owner to obtain the necessary permission from the affected companies for construction in the proximity of their pipelines and other facilities, the Owner may be required to enter into agreements with the respective utility Owners and assume liability for damages that may occur as a result of the Contractor's operations in those areas. In the event the Owner become liable for these damages by virtue of any agreements made between themselves and the companies, the Contractor shall save harmless and indemnify the Owner in accordance with Section 4.28, Insurance, and he shall be fully responsible for his operations.

3. PRECAUTIONARY MEASURES

- 3.1. Where the requirements of this section conflict with the requirements of other sections of the specifications, or with bylaw or ordinances, the more stringent requirements shall apply.
 - 3.2. The Contractor shall take all precautionary measures as may be necessary when working over or adjacent to utility installations whether above or below ground and shall control his equipment and method of construction to prevent damage to any utility and its appurtenances.
 - 3.3. Under no circumstances shall the Contractor carry out any construction operations over or adjacent to any utility until the required adjustments and protection as required for the proposed construction have been completed. Additionally, he shall provide at least forty-eight (48) hours notice to the utility
-

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



UTILITIES (01070)

owner or operator in advance of commencing his construction operations in that area. After completion of the utility work by the utility owner or operator, the Contractor shall continue to work in close liaison with the utility owner/operator and, if the utility owner or operator so requires, ensure that a representative of the affected utility owner or operator is present at all times during active equipment operations at that location. The Contractor shall ensure that no equipment crosses or operates over or under any utility installation at locations other than where required protection has specifically been provided, and he shall work in close cooperation with the utility owner or operator in the execution of the work. When construction is involved in the vicinity of any unprotected utility installation, the Contractor shall exercise extreme caution to ensure that the utility installation is not damaged by the construction equipment or applied loads. When haul road or equipment crossings are required at locations other than where the Department has specifically arranged for the crossing, it shall be the Contractor's responsibility to determine, provide, and install any protective works necessary and to observe any other precautions which are required.

4. PIPELINES

- 4.1. Prior to the commencement of construction operations, the Contractor shall review the project with representatives of each pipeline company and the Engineer to determine the location and specifics of each pipeline within the project limits. Upon completion of this step the Contractor may begin his operations, and shall carry out all work in the vicinity of pipelines in accordance with the following precautionary measures.
- i) The Contractor, being fully aware of the location of all pipelines, shall mark the location of the same so their positions are readily identifiable to all work forces.
 - ii) Under no circumstances shall work be commenced within thirty meters (30m) of any pipeline until the required adjustments (if any) have been completed and a written crossing agreement has been received from the affected company.
 - iii) The Contractor shall contact the company representative seventy two (72) hours prior to commencing construction operations within thirty meters (30m) of a pipeline, so arrangements may be made to have a company representative, or his delegate, present during the period machinery is being employed within thirty meters (30m) of a pipeline. Absolutely no work shall be undertaken within these limits until a company representative is present at the site and has authorized the same.
 - iv) No operations involving the use of machinery shall be commenced within five meters (5m) of a pipeline until the line has been hand exposed, its location accurately referenced, and any required protection is put in place and/or adjustment to the pipeline is complete. The exposure and backfilling of the pipelines shall be undertaken by the Contractor under the direct supervision of the Engineer and the pipeline company's representative. The exposure and
-

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



UTILITIES (01070)

backfilling of pipelines will not be paid for separately, and will be considered incidental to the Work items in the Unit Price Schedule.

- v) If the Contractor proposes to move any construction equipment across the pipeline right-of-way prior to the commencement of construction operations, the Contractor shall use timbers or a pad of earth, if the pipeline company so desires or the Engineer so directs. This protection shall be constructed to specifications established by the pipeline company and the Engineer. All labor, equipment, materials and incidentals, as may be required for the protection of a pipeline and the safe execution of work, will not be paid for separately and will be considered incidental to the Work items in the Unit Price Schedule.
- vi) Clearing required within thirty meters (30m) of a pipeline shall be carried out using suitable hand operated tools, and burning or burial of debris within thirty meters (30m) of a pipeline is strictly prohibited. The method of removal and disposal of the debris shall require the approval of the Engineer. Clearing shall be incidental to the work and not paid for separately.
- vii) The Contractor shall not store, park or drive any equipment, materials and/or vehicles over or along any pipeline right-of-way, except as reasonably necessary.
- viii) Notwithstanding the foregoing, the Contractor shall conduct his operations in the vicinity of all pipelines in accordance with the Saskatchewan Pipeline Regulations, the National Energy Board Regulations and other related legislation.

4.2. The Contractor is advised that in the event of a pipeline accident, all work is to cease immediately, and he is to contact the Pipeline Company involved, and the Energy & Utility Board (E.U.B.) representative in the area.

5. TELEPHONE FACILITIES

- 5.1. Contact SaskTel 1-306-778-9676 two working days prior to any excavation.
 - 5.2. The Contractor shall have the SaskTel facility locate and consent documents available on site.
 - 5.3. At its discretion, SaskTel may require that no work activity shall commence within five meters (5m) of the SaskTel facilities without a representative being present. Any standby service that the Contractor requires for extended periods, due to lateness or the length of the project, is subject to rescheduling in the event of other SaskTel commitments.
 - 5.4. The Contractor shall carry out all Work in the crossing area in a proper and diligent manner, and in accordance with good engineering and construction practices.
-

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



UTILITIES (01070)

- 5.5. When performing the Work, the Contractor shall comply with any additional conditions and protection requirements, as directed by the SaskTel representative, for the purpose of protecting its facilities.
 - 5.6. SaskTel may withhold approval to cross if, in its reasonable opinion, it determines that the excavation cannot be done safely.
 - 5.7. The Contractor shall ensure that no damage occurs to existing facilities while the work is being performed in the work area, including damage that may result from the use of heavy work equipment outside the crossing area.
 - 5.8. If the SaskTel facility is to be exposed overnight due to the Contractor's work, all protective apparatus and costs shall be borne by the Contractor.
 - 5.9. Before proceeding to excavate within five meters (5m) of the crossing area, the Contractor shall fully expose the SaskTel facility by hand digging. The Contractor shall not use, or permit the use of, an excavating machinery within one point five meters (1.5m) of either side of any existing SaskTel facility, unless otherwise agreed to by the SaskTel representative.
 - 5.10. Auguring, drilling or pipe pushing by the Contractor is permitted under or over a SaskTel facility only if the head end of the augur, drill or pipe is visible (that is, open parallel trench on approach side of the SaskTel facility maximum three meters (3m) and a minimum of one meter (1m) from the SaskTel facility).
 - 5.11. The Contractor shall not reduce the depth of the soil covering the SaskTel facility.
 - 5.12. The Contractor shall, where applicable, install and maintain suitable markers indicating the location of a SaskTel facility in the crossing area during performance of the Work.
 - 5.13. Where necessary, the Contractor shall support a SaskTel facility as required, or as directed by SaskTel, while any Work is being carried out. If the Contractor is required to build a support structure to protect a SaskTel facility, the Contractor shall provide SaskTel with plans for the structure that are certified by an Engineer.
 - 5.14. In the event that a SaskTel facility suffers contact damage or other damage as a result of the Contractor's Work, SaskTel shall be notified, and its repair shall be carried out, as directed by SaskTel, at the Contractor's cost.
 - 5.15. The Contractor must contact SaskTel prior to re-entering the crossing area to carry out repairs on, or removal of its facilities.
-

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



UTILITIES (01070)

- 5.16. The Contractor must maintain a minimum distance of fifteen meters (15m) between the Contractor's geophysical operations and a SaskTel fibre optic facilities, and one meter (1m) distance between the Contractor's geophysical operations and a SaskTel "other than fibre" facility. If such distances cannot be maintained, and SaskTel is required to reinstall or relocate its facilities, the Contractor shall bear the responsible costs thereof.

6. POWER LINES

- 6.1. The power utilities have facilities that may be within the limits of this project, and alterations to their facilities may be carried out concurrently with the proposed work. Therefore, the Contractor shall maintain close liaison with the power utility and schedule his operations accordingly.
- 6.2. The Contractor, in undertaking any work near existing power lines shall comply with the Regulations under the Electrical Protection Act.

7. PRESERVING UTILITIES

- 7.1. The Contractor shall assume full responsibility for safeguarding all existing and relocated utility installations during the progress of the Work.
- 7.2. Prior to any ground disturbance, the person responsible for the excavation must contact SASK 1ST CALL 1-866-828-4888 to ascertain whether underground power cables are located at or near the excavation site, and to request a locate. For other underground facilities, contact the operator of the facility.
- 7.3. Prior to any ground disturbance or excavation activity, the Contractor will have the utility company identify and mark any underground cables that are located near the utility controlled excavation area.
- 7.4. The person responsible for an excavation must make sure that no excavation work is undertaken within one meter (1m) of any underground power cables unless:
- i) The excavation work is done under the control of the utility company; and
 - ii) The excavation work method is approved by the utility company.
- 7.5. In a Danger Zone (unknown voltage) equipment must not be operated within seven meters (7m) of any overhead power line without notifying the Electric Company.
- 7.6. In a Prohibited Area (voltage confirmed by the Electric Company)
- i) No unqualified worker or equipment can enter the Prohibited Area.
-

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



UTILITIES (01070)

- ii) The Electric Company recommends all work within the seven meter (7m) Danger Zone, but outside the Prohibited Area require a designated signaler who can communicate by radio or airhorn with all workers and equipment.

7.7. Work near power lines must be done during daylight hours only.

7.8. The Electric Company recommends installing a minimum of two (2) fifty point eight centimeter by seventy one centimeter (50.8 cm x 71 cm) "Danger Overhead Line" signs when operating equipment near the lines. (These can be purchased through most safety supply companies.) The signs must be installed on both sides of the line – at a height of one point eight meters (1.8m) and a distance of seven meters (7m) from the line.

7.9. On site workers must have a copy of the crossing agreement and all on site personnel must be knowledgeable of its requirements.

7.10. Any violation of this section could lead to sanctions under the OH&S Act and Regulation.

END OF SECTION

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



PROJECT MEETINGS (01200)

PROJECT MEETINGS (01200)

1. REGULAR PROJECT MEETINGS

- 1.1. The Engineer will schedule and administer project meetings throughout the progress of the Work.
- 1.2. Appropriate meeting space will be coordinated between all parties to the contract.
- 1.3. Representatives of Contractor, Subcontractor and suppliers attending meetings shall be qualified and authorized to act on behalf of the party each represents.

2. PRECONSTRUCTION MEETINGS

- 2.1. Within five (5) days after award of Contract, the Engineer will request a meeting of all parties in contract to discuss and resolve administrative procedures and responsibilities.
- 2.2. The appropriate senior representatives of the Owner, Engineer, and the Contractor are to be in attendance. The Contractor may invite senior representatives of major Subcontractors if he so desires.
- 2.3. After time and location of meeting is established, the Contractor shall notify all parties concerned to attend.
- 2.4. The Engineer will chair and record discussion and decisions, and will circulate minutes to all parties present.

END OF SECTION

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



SUBMITTALS (01300)

SUBMITTALS (01300)

1. CONSTRUCTION OPERATIONS PLAN

- 1.1. The Contractor shall submit the Construction Operations Plan to the Engineer at least fourteen (14) calendar days prior to the pre-construction meeting.
 - 1.2. The plan shall briefly describe the location and general construction activities as a result of the Contractor's activities, including any permanent and temporary structures. The Plan shall detail specific on-site construction activities that could result in environmental impacts and control measures that the Contractor shall undertake.
 - 1.3. Additional potential information to include is as follows:
 - Site Location
 - Site location (e.g. municipal address; legal land description)
 - Project boundaries
 - Transportation components (e.g. roads, railways)
 - Site Set-Up and Layout
 - Staging areas/laydown
 - Borrow areas
 - Stockpile locations
 - Refueling Areas
 - Detour placement
 - Spill kits
 - Erosion and Sediment Controls
 - Project-specific erosion and sediment controls, including temporary and permanent measures
 - Environmental Sensitivities
 - Environmentally sensitive areas (e.g. wildlife habitat; waterbodies such as wetlands and watercourses; vegetation such as rare plants)
 - Buffers around sensitive areas
 - Monitoring wells
 - Known contamination
 - 1.4. List the name and permit number of all required project permits, approvals, authorizations and notifications in the Plan. Compile all of the environmental conditions and restrictions prescribed by the regulatory agencies, which pertain to the Contractor, and describe how they will be addressed on-site.
 - 1.5. The Plan will include a project schedule that presents the sequence and timing of construction activities. It will identify any time-sensitive environmental considerations including scheduled shut-
-

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



SUBMITTALS (01300)

downs and restricted work periods. For example, Restricted Activity Periods (RAP) may restrict the activities of the Contractor unless additional mitigation is completed (e.g. conducting bird nesting surveys prior to clearing within the RAP).

- 1.6. The finalization of the Plan, to the mutual satisfaction of the Engineer and the Contractor, does not constitute an approval or assurance from the Engineer or the Owner that the temporary environmental control measures detailed in the Construction Operations Plan are sufficient to ensure compliance with all applicable legislation, regulations or conditions of approval. The Contractor is ultimately responsible to ensure all measures used on the project are sufficient to ensure compliance with all applicable authorities. This may mean increasing the number of installations, providing alternate devices or modifying procedures.
- 1.7. The cost of preparing the Construction Operations Plan, and the performance of all Work necessary to ensure compliance with the applicable legislation, regulations or conditions or approval, will be incidental to the Work and will not be paid for separately.

2. TRAFFIC ACCOMMODATION STRATEGY

- 2.1. The Contractor will be responsible for all vehicular and pedestrian traffic during the course of construction including nights, weekends and holidays.
 - 2.2. A minimum of ten (10) days prior to the start of construction a Traffic Accommodation and Signage Plan must be submitted to the Engineer and construction shall not commence until the Traffic Accommodation Plan is approved by the Engineer and the City.
 - 2.3. The construction site shall not be closed to traffic and detoured unless prior approval of the Consultant and City is obtained. Should any closures and detours become necessary during the course of construction, the Contractor shall supply the Consultant with a proposed detour plan a minimum of ten (10) days prior to the detour taking effect and the detour shall not begin unless approved by the Consultant, and City.
 - 2.4. All construction signing, delineation and barricading must conform to the standards outlined in the TAC manual entitled "Uniform Traffic Control Devices for Canada" most recent edition and be in accordance with the Saskatchewan Ministry of Highways - Traffic Control Devices for Work Zones.
 - 2.5. The Contractor shall install all necessary traffic control devices including but limited to: barricading, delineation, temporary signing and security fencing necessary to close access, delineate the edge of the work area and ensure the safe and efficient movement of pedestrian and vehicular traffic through the work zone before commencing any construction operations.
 - 2.6. The Contractor shall provide flag persons on any occasion where an obstruction, speed reduction or any other danger cannot be adequately signed. Flag persons shall be provided when, in the opinion of
-

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



SUBMITTALS (01300)

the Consultant, it is necessary to assure the safe movement of traffic on any road in the construction zone.

- 2.7. Flag persons shall wear clean, white apparel, a reflective vest and a hard hat or other such dress as approved by the Consultant. Flag persons shall be mentally alert, skilled in their duties, courteous, and well supervised by the Contractor.
- 2.8. The Contractor is responsible to coordinate and ensure access for landowners and business operators adjacent to the work site.
- 2.9. Signing not required during the current operations of the Contractor shall be removed or otherwise covered including any existing signing not conforming to the intended traffic controls.
- 2.10. All signs shall be post mounted or installed on approved stands. Delineation barrels will be the approved plastic type (not steel).
- 2.11. The Contractor shall inspect all signs on a regular basis (minimum daily); and maintain and wash all signs to provide good visibility and reflectivity at all times.
- 2.12. Payment for "Traffic Accommodation" will be on a lump sum basis. The lump sum price Proposal shall include removal/reconstruction of medians, construction/removal of temporary roads, barricading, temporary signing, security fencing, maintenance and inspection.
- 2.13. The Contractor will be required to submit a breakdown of which segment(s) of traffic accommodation was completed at the time of each progress payment. Progress payments will be based on the construction segments completed and in progress.

3. TRAFFIC SIGNS

The Contractor shall remove, salvage and re-install any permanent signs interfering with the progress of the work. The Contractor shall handle the removal and disposition of the signs with care so as not to damage them. The Contractor shall inform the Consultant 48 hours in advance of any impending removals.

4. SIDEWALK AND PATHWAY CLOSURES

All sidewalk or pathway closures necessary to accommodate construction shall be subject to the approval of the Engineer and City of Swift Current. Where possible pedestrian traffic shall be detoured if a closure is necessary. Requests for approvals for sidewalk closures or restrictions shall be submitted to the City in writing at least ten (10) days in advance of the proposed date of implementation.

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



SUBMITTALS (01300)

5. PHOTOGRAPHS AND PUBLICITY

- 5.1. No photographs of the site, or of any portion of the Work, will be permitted without prior approval of the Engineer.
- 5.2. No press or publicity releases will be permitted without prior approval of the Engineer.

END OF SECTION

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



SCHEDULES (01350)

SCHEDULES (01350)

1. SCHEDULE

- 1.1. The Contractor shall, within seven (7) calendar days after acceptance of Proposal, prepare and submit to the Engineer, a schedule for review in a format acceptable to the Engineer.
- 1.2. Schedule shall show dates of commencement and completion of various parts of the Work, ordering and delivery dates of product, phasing and timing for various subcontracts, and all other detailed information, to the satisfaction of the Engineer.
- 1.3. All orders for materials shall be placed in ample time for adherence to the schedule.
- 1.4. Special note is to be made of those times when multiple work shifts are indicated to complete work.
- 1.5. Prepare definitive schedules for the following specific items:
 - i) Schedule of all shop drawings and submittals required
 - ii) Schedule of material deliveries
 - iii) Schedule of construction phases.

2. PROGRESS REPORTS

- 2.1. The Contractor shall maintain an accurate record of the progress of the Work available for review at the request of the Engineer.
- 2.2. The reports shall show dates of commencement and percentage of work completed by trades for the different parts of the Work, and include particulars regarding daily weather conditions, number of workers for each trade, and percentage of work completed weekly by trades, and shall relate to the Schedule.

3. MANPOWER/OVERTIME

- 3.1. The Contractor shall cease work at any particular point and transfer workers to other designated points, when so directed, should the Engineer judge it necessary to expedite the work.
 - 3.2. Should Work fail to progress according to the approved progress schedule, work such additional time (including weekends and holidays), employ additional workers, or both, as may be required to bring the Work back on schedule, at no additional cost to the Owner.
 - 3.3. Night work will not be permitted. Work on Sunday will be subject to local Municipality bylaws.
-

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



SCHEDULES (01350)

- 3.4. If this Contractor causes delay to another Contractor, this Contractor shall bear all costs of expediting the work of such other Contractor.

4. CHANGES IN SCHEDULE

- 4.1. Whenever proposing a change in construction program, submit proposed revised Schedule to the Engineer, together with such analyses thereof as are required to clearly indicate the purpose and anticipated results of such changes.
- 4.2. If, in the opinion of the Engineer, any proposed change is not within the specified time, or is otherwise not in accordance with the specifications, or if Work is not being adequately or properly prosecuted in any respect, the Engineer reserves the right to require a revised Schedule, together with such analyses thereof as are required to indicate the anticipated results of such revision.
- 4.3. Claim for additional compensation or extension of Contract Time on account of such requirements will not be considered.

END OF SECTION

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



QUALITY CONTROL & ASSURANCE (01430)

QUALITY CONTROL & ASSURANCE (01430)

1. INSPECTION AND TESTING OF WORK

- 1.1. Independent inspection/testing agencies will be engaged by the Owner for the purpose of inspecting and/or testing portions of work for Quality Assurance purposes. All costs of such services will be borne by the Owner, except as noted in this section.
- 1.2. All equipment required for carrying out inspection and testing will be provided by the respective agencies.
- 1.3. Employment of inspection/testing agencies in no way relieves the contractor of responsibility to perform work in accordance with the contract documents. Schedule shall show dates of commencement and completion of various parts of the Work, ordering and delivery dates of product, phasing and timing for various subcontracts, and all other detailed information, to the satisfaction of the Engineer.
- 1.4. The Contractor shall allow the inspection/testing agencies access to all portions of work on site, and manufacturing and fabrication plants, as may be necessary. Cooperate to provide reasonable facilities for such access.

2. PROCEDURES FOR TEST

- 2.1. The Contractor shall notify the respective agencies and Engineer well in advance of the requirements for tests, in order that necessary arrangements can be made. Claims for costs or schedule extensions arising from delays associated with testing requirements will not be entertained.
 - 2.2. The Contractor shall submit necessary samples and/or materials required for testing, as specifically requested in specifications. Submit with reasonable promptness and in an orderly sequence, so as to cause no delay in work.
 - 2.3. The Contractor shall provide workers and facilities to obtain and handle samples and/or materials on site. Provide sufficient space to facilitate the storage and curing of test samples.
 - 2.4. If defects are revealed during inspection and/or testing, the inspection/testing agencies will request additional inspection and/or testing to ascertain full degree of defects. The Contractor shall correct defects and irregularities. Pay all costs for re-testing and re-inspection.
 - 2.5. Refer to General Conditions, Section 4.9 for "Rejected Work".
 - 2.6. Notify the Engineer and authorities in ample time before testing to permit inspection and to allow tests to be witnessed.
-

- 2.7. Remove or repair defective products or work that fail to meet specified requirements, as directed by the Engineer, at the Contractor's expense.

3. TESTS AND MIX DESIGNS

The Contractor shall furnish to the Engineer test results and mix designs as requested in the contract documents.

4. REFERENCE STANDARDS

- 4.1. The Within the text of the specifications, reference may be made to the following standards:
- ACI American Concrete Institute
 - ANSI American National Standards Institute
 - ASTM American Society for Testing Materials
 - AWWA American Water Works Association
 - CGSB Canadian Government Specification Board
 - CSA Canadian Standards Association
 - FM Factory Mutual Engineering Corporation
 - NBC National Building Code
 - ULC Underwriters Laboratories of Canada
- 4.2. The Contractor shall conform to such standards, in whole or in part, as specified.
- 4.3. Where dates with specified standards are noted, or where specified standards are not dated, conform to the latest issue of the specified standards, as amended and revised to the Proposal closing date.
- 4.4. If there is a question as to whether any product or system is in conformance with applicable standards, the Engineer reserves the right to have such products or systems tested to prove or disprove conformance. The cost for such testing will be borne by the Owner, in the event of conformance with contract document, or by the Contractor, in the event of nonconformance.

END OF SECTION

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



TEMPORARY FACILITIES (01500)

TEMPORARY FACILITIES (01500)

1. EQUIPMENT AND TOOL STORAGE

The Contractor shall provide and maintain in clean and orderly condition adequate lockable storage sheds for tools and equipment. Locate where directed by the Engineer. All equipment required for carrying out inspection and testing will be provided by the respective agencies.

2. MATERIAL STORAGE

- 2.1. The Contractor shall provide and maintain in clean and orderly condition suitable weatherproof and lockable sheds for storage and protection of materials which require protection. Locate shed where directed by the Engineer.
- 2.2. The Contractor shall allocate storage areas on site for materials that do not require weatherproof sheds.
- 2.3. The Contractor shall maintain areas in clean and orderly condition. Limit storage of materials and items to storage areas only.

3. SANITARY FACILITIES

- 3.1. The Contractor shall provide sufficient sanitary facilities for workers, in accordance with local health authorities. Maintain facilities in clean and tidy condition. Remove and make good site prior to completion of the work.
- 3.2. The Contractor shall ensure that disruption to the residential sanitary sewer system is limited to four (4) hours. Written notice shall be provided to all affected residents and alternate arrangements shall be made if the disruption to service exceeds four hours.

4. DEWATERING

- 4.1. The Contractor shall provide temporary drainage and pumping facilities as may be necessary to keep excavations and site free from water at all times. The Contractor should be prepared to properly handle flowing water in excavations. No consideration will be given to claims arising as a result of a lack of effort on the part of the Contractor in dewatering the work area. Any dewatering required shall be considered incidental to the contract.
 - 4.2. The Contractor shall not discharge drainage water into municipal sewers without written approval from the governing authority.
 - 4.3. The Contractor shall not discharge drainage water containing silt in suspension into sewage lines.
-

5. ACCESS TO PROPERTY

The Contractor shall provide and maintain reasonable access to all private property and places of business. Prior to removing access to residences or businesses the Contractor shall provide twenty four (24) hours' notice that residences will be inaccessible to vehicular traffic. The Contractor shall provide for safe walking access for residences at all times.

6. GUARD RAILS AND BARRICADES

The Contractor shall provide all necessary guard railings and barricades required around all excavations, open shafts, or other works, to protect workers or the general public from possible injury. Provide as recommended by local governing authorities and/or the Engineer.

7. ACCESS ROADS TO SITE

The Contractor shall provide and maintain access roads (including existing temporary roads), sidewalk crossings, ramps and construction runways as may be required by workers for access to and on site. Conform to requirements of local governing authorities when required, and, when necessary, make arrangements with adjacent property owners. Locate these traffic facilities where they are least disruptive to normal street traffic.

8. EMERGENCY SERVICES

It is the Contractor's responsibility to inform the Police Department, Fire Department and Ambulance Services of the proposed work schedule and changes to the schedule, including times of work and activities required on the various street locations within the Municipality.

9. PUBLIC TRAFFIC FLOW

The Contractor shall provide and maintain flag persons, traffic signals, barricades, and flares/lights/lanterns, as may be required, to direct the flow of equipment used in performance of work and protect public traffic. Make arrangements with local governing authorities when these facilities will disrupt the normal flow of public traffic.

10. TRAFFIC ACCOMMODATION DURING CONSTRUCTION

- 10.1. The Contractor shall make suitable provisions to accommodate all vehicular and pedestrian traffic safely and with a minimum of inconvenience through or around the Work.
 - 10.2. The Contractor shall provide, install, maintain and protect traffic control devices, such as signs, barriers, fences and lights, at his own expense.
 - 10.3. The Contractor shall provide the required number of certified flag persons, during all periods of active equipment operations that may affect normal traffic operations.
-

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



TEMPORARY FACILITIES (01500)

- 10.4. The Contractor shall control his operations to ensure emergency vehicle operations and normal school bus operations are not interfered with, and shall ensure that there is uninterrupted access to developments along the project(s).

11. PARKING

Parking will be permitted on site, provided it does not disrupt the performance of work and if it is practicable. The Contractor shall not allow workers to park on streets and roads if disruptive to public traffic flow or access to site.

12. PROTECTION FOR OFF-SITE AND PUBLIC PROPERTY

- 12.1. The Contractor shall protect adjacent private and public property from damage during the performance of work.
- 12.2. The Contractor shall be responsible for all damages incurred due to improper protection.

13. FIRE PROTECTION

- 13.1. The Contractor shall provide and maintain adequate temporary fire protection equipment during performance of work, as required by insurance companies having jurisdiction.
- 13.2. The Contractor shall provide minimum one fire extinguisher in each equipment and tool shed, temporary office and material storage shed.
- 13.3. Where subjected to low temperatures, extinguishers are to be anti-freeze type. In proximity to gas, oil, grease or paint storage locations, they are to be #10 - carbon dioxide type. Extinguishers for all other locations are to be soda-acid type. All extinguishers are to be minimum eleven liter (11 l) capacity and be ULC labeled.
- 13.4. The Contractor shall handle gasoline and like combustible materials with good, safe practice.
- 13.5. The Contractor shall remove combustible debris from site daily.

14. WARNING AND TRAFFIC SIGNS

- 14.1. When work is performed within public areas, the Contractor shall provide and erect adequate warning and traffic signs, as necessary to give the public proper warning. Place signs sufficiently in advance to enable the public to respond to directions.
 - 14.2. Warning and traffic signs shall be illuminating or reflective type, visible to the public and traffic during night time hours.
-

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



TEMPORARY FACILITIES (01500)

END OF SECTION

PRODUCTS & WORKMANSHIP (01600)

1. QUALITY OF PRODUCTS

- 1.1. Products, workmanship and testing shall conform to standards specified in this section. All products and workmanship are subject to inspection by the Engineer.
- 1.2. All materials, equipment and articles incorporated in the work are to be new, not damaged or defective, and of the best quality, compatible with specifications for the purpose intended. If requested, the Contractor shall furnish evidence as to type, source and quality of products required.
- 1.3. Defective materials, equipment and articles, whenever found, may be rejected, regardless of previous inspection. Inspection by the Engineer, or an inspector, does not relieve the Contractor of his responsibility, but is merely a precaution against oversight or error. Remove and replace defective materials at own expense and be responsible for all delays and expenses caused by rejection.
- 1.4. Should any dispute arise as to the quality or fitness of materials, equipment or articles, the decision rests strictly with the Engineer, based upon the requirements of the contract documents.
- 1.5. Unless otherwise indicated in the specifications, the Contractor shall maintain uniformity of manufacturer for any particular or like item throughout the work.
- 1.6. Permanent labels, trademarks and nameplates on materials, equipment and articles are not acceptable in prominent locations, except where required for operating instructions.

2. AVAILABILITY OF PRODUCTS

- 2.1. Immediately upon contract award, the Contractor shall review product requirements and anticipate foreseeable delivery delays in any items. If delays in deliveries of material, equipment or articles are foreseeable, notify the Engineer in order that substitutions, or other remedial action, may be authorized in ample time to prevent delay in performance of work.
 - 2.2. If such notice is not given, the Engineer reserves the right to substitute more readily available products in order to prevent delays, at no additional cost to the Owner.
 - 2.3. No substitution of any item will be permitted unless the approved item cannot be delivered to the job site in time to comply with the schedule.
 - 2.4. To receive approval, proposed substitutes must equal or exceed the quality, finish and performance of those specified and/or shown, and must not exceed the space requirements allotted on the drawings.
-

- 2.5. The use of trade names in these specifications and on drawings shall constitute a basis upon which equals may be established. Substitution will be allowed, but only on written consent and conditions from the Engineer. Further, wherever a trade name is stated, the Work shall be executed in accordance with the manufacturer's printed instructions. Substituted equipment shall not require redesign of structural, architectural, electrical or mechanical components unless approved by the Engineer. Any additional provisions or changes required for the equipment shall be the responsibility of the Contractor.
- 2.6. The Contractor shall provide documentary proof of equality, difference in price (if any), and delivery dates in the form of certified quotations from suppliers of both specified items and proposed substitutions.
- 2.7. The Contractor shall include all costs in the difference in price (if any) for any required revisions to other structures and products to accommodate such substitutions.

3. STORAGE, HANDLING AND PROTECTION OF PRODUCTS

- 3.1. The Contractor shall handle and store products in a manner to prevent damage, contamination, deterioration and soiling, and in accordance with manufacturer's recommendations when applicable.
- 3.2. The Contractor shall store packaged or bundled products in original and undamaged condition, with manufacturer's seals and labels intact. Do not remove from packaging or bundling until required in work.
- 3.3. Products subject to damage from weather are to be stored in weatherproof enclosures.
- 3.4. The Contractor shall store cementitious material clear of earth or concrete floors, and away from walls.
- 3.5. The Contractor shall keep sand, when used for grout or mortar materials, clean and dry. Store sand on wooden platforms and cover with waterproof tarpaulins during inclement weather.
- 3.6. The Contractor shall remove and replace damaged products at own expense and to the satisfaction of the Engineer.

4. MANUFACTURER'S DIRECTIONS

- 4.1. Unless otherwise directed in the specifications, install or erect all products in accordance with manufacturer's recommendations. Do not rely on labels or enclosures provided with products. Obtain instructions directly from manufacturers.
 - 4.2. Notify the Engineer, in writing, of any conflicts between the specifications and manufacturer's instructions, so that the Engineer may establish the course of action to follow.
-



**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**

PRODUCTS & WORKMANSHIP (01600)

- 4.3. Improper installation or erection of products due to failure in complying with these requirements authorizes the Engineer to require any removal and reinstallation that may be considered necessary, at no increase in contract prices.

5. TRANSPORTATION COSTS OF PRODUCTS

- 5.1. The Contractor shall pay all costs of transportation of products required in the performance of work. Be responsible for ensuring Subcontractors include the costs of transporting products that are part of their work.
- 5.2. Transportation costs of products supplied by the Owner will be paid for by the Owner. Be responsible for unloading, handling, and storage of such products, unless specified otherwise.

6. WORKMANSHIP

- 6.1. Workmanship is to be of the best quality, executed by workers fully experienced and skilled in their respective trades holding current certificate of proficiency issued pursuant to the Apprenticeship and Tradesmen's Qualification Act in respect to the applicable trade, and in accordance with all local relevant codes and regulations. Immediately notify the Engineer if work is required in such a manner as to make it impracticable to produce required results.
- 6.2. The Contractor shall at all times enforce discipline and good order among workers. Do not employ any unfit person or anyone unskilled in the duties assigned to him. The Engineer reserves the right to require the removal from the site of workers deemed incompetent, careless, insubordinate or otherwise objectionable.
- 6.3. Decisions as to the quality of, or fitness of, workmanship in cases of any dispute rests solely with the Engineer, whose decision is final.

7. COORDINATION

- 7.1. The Contractor shall ensure full cooperation among all trades in laying out work. Maintain efficient and continuous supervision.
 - 7.2. The Contractor shall ensure that the work of various subcontractors does not conflict or create interference, thus assuring satisfactory performance of work.
 - 7.3. The Contractor shall be responsible for the proper coordination and placement of openings, sleeves, and accessories.
-

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



PRODUCTS & WORKMANSHIP (01600)

8. EXISTING SURFACE FEATURES

- 8.1. When tying into, or connecting with, existing roads, lanes, walkways, curbs, or other existing surface features, the Contractor shall carry out work at times as directed by local governing authorities, with a minimum of disturbance to existing features.
- 8.2. The Contractor shall protect and maintain existing surface features as required.

END OF SECTION

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



PROJECT CLOSEOUT (01700)

PROJECT CLOSEOUT (01700)

1. CLEAN UP AND FINAL CLEANING OF WORK

- 1.1. Maintain work in a tidy condition and free from accumulation of waste products and debris at all times, other than that caused by the Owner, other contractors or their employees.
- 1.2. Remove all waste materials and debris from the site or dispose of as otherwise directed by the Project manager. Do not burn waste materials on site, unless otherwise approved by the Project manager.
- 1.3. When work is substantially performed, remove all surplus products, tools, construction machinery and equipment not required for the performance of the remaining work.
- 1.4. When the Project manager determines the work completed to his satisfaction, remove all surplus products, tools, construction machinery and equipment. Also remove any waste products and debris, other than that caused by the Owner, other contractors or their employees.

2. REMOVAL OF TEMPORARY FACILITIES

Prior to application for Final Certificate of Completion, remove all temporary offices and furniture, hoardings, fencing, tree and plant protection and all other items used to aid the performance of Work. Make good surfaces. If such notice is not given, the Engineer reserves the right to substitute more readily available products in order to prevent delays, at no additional cost to the Owner.

3. INSPECTION & TAKEOVER PROCEDURES

- 3.1. Prior to application for construction Completion Certificate, carefully inspect all work and ensure that it is complete, that all major and minor construction deficiencies are complete and/or corrected and that the site is clean and in proper condition for occupancy. Notify the Project manager, in writing, of satisfactory completion of inspection and request an Project manager's inspection.
- 3.2. During the Project manager's inspection, a list of apparent deficiencies will be drawn up and signed by the Project manager. Correct all deficiencies in a satisfactory manner.
- 3.3. When it is considered that all deficiencies have been corrected, make application for Certificate of Final Payment. Refer to Article 14 of the General Conditions for specifics to application.

4. PERFORMANCE ASSURANCE

- 4.1. Upon application for Certificate of Final Payment, forward to the Project manager all inspection and approval certificates, test reports, warranties, operating instructions, and other requirements as specifically required by the contract documents.
-

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



PROJECT CLOSEOUT (01700)

END OF SECTION

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



SPECIFICATIONS (02020)

SPECIFICATIONS (02020)

1. CONSTRUCTION SPECIFICATIONS

- 1.1. Where specifications and details are not given for an item of work, the Local Standards and Guidelines will apply, along with governing regulations.

END OF SECTION

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



DRAWINGS (03000)

DRAWINGS (03000)

1. CONTRACT DRAWINGS

<u>Drawing Number</u>	<u>Description</u>	<u>Revision</u>
O-100	Project Overview	1
D-100	Design Details	1
D-101	Design Details	1
S-100	Site #1 Overview	1
S-101	Site #1A	1
S-102	Site #1B	1
S-103	Site #1C	1
S-200	Site #2 Overview	1
S-201	Site #2A	1
S-202	Site #2B	1
S-300	Site #3 Overview	1
S-301	Site #3A	1
S-302	Site #3B	1
S-400	Site #4 Overview	1
S-401	Site #4A	1
S-402	Site #4B	1
S-403	Site #4C	1
S-404	Site #4D	1
S-405	Site #4E	1
S-406	Site #4F	1
S-500	Site #5 Overview	1
S-600	Site #6 Overview	1
S-700	Site #7 Overview	1
S-800	Site #8 Overview	1
S-900	Site #9 Overview	1
S-901	Site #9A	1
S-902	Site #9B	1

**2021 ACTIVE TRANSPORTATION
PATHWAY & SIDEWALK EXPANSION**



DRAWINGS (03000)

S-1000	Site #10 Overview	1
S-1100	Site #11 Overview	1
S-1200	Site #12 Overview	1
S-1300	Site #13 Overview	1
S-1301	Site #13A	1
S-1302	Site #13B	1
S-1303	Site #13C	1
S-1304	Site #13D	1
S-1305	Site #13E	1

END OF SECTION

8. CONSTRUCTION SPECIFICATIONS

ACTIVE TRANSPORTATION PATHWAY & SIDEWALK EXPANSION SWIFT CURRENT, SASKATCHEWAN

For The



CITY OF SWIFT CURRENT

CITY OF SWIFT CURRENT CONSTRUCTION SPECIFICATIONS
FOUND ONLINE AT:

<http://www.swiftcurrent.ca/divisions/infrastructure-operations/design-and-development-documents/construction-standards>

APRIL 2021