

# RR 3264 Surface Strengthening

Tender Document

Invitation to Tender



May 1, 2026 | BAR Project No. 26MU-728200

RM of Frenchman Butte No. 501 | Box 180 Paradise Hill, SK, S0M 2G0

# INVITATION TO TENDER



Sealed Tenders marked: **RM of Frenchman Butte No. 501  
RR 3264 Surface Strengthening  
BAR Project No.: 26MU-728200**

Will be received until **10:00 AM**, local time, **Friday, May 15, 2026**.

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

[scott.simons@bareng.ca](mailto:scott.simons@bareng.ca)

The Work generally consists of:

- Surface strengthening of approximately 4.9 kilometres of Range Road 3264 in the Rural Municipality of Frenchman Butte No. 501 (RM).
- The Work includes the supply and application of a calcium chloride and magnesium hydroxide chemical stabilizing agent to the full width of the existing roadway. The stabilizing agent shall be applied and incorporated into the upper portion of the road structure by injection method in accordance with the Manufacturer's recommendations and as directed by the Consultant.
- The Contractor shall be responsible for roto-mixing the stabilizing agent into the existing road material to the specified treatment depth to produce a uniform stabilized layer.
- The RM will supply and place approximately 50 mm depth of gravel on the roadway surface in advance of the stabilization work.
- Following mixing and pulverizing by the Contractor, the RM will complete final grading and compaction of the stabilized material.

Tender Documents can be obtained electronically from **BAR Engineering Co. Ltd.**, by request, after **2:00 PM**, local time, **Friday, May 1, 2026**. Requests for the Tender Documents shall be made to Scott Simons at [scott.simons@bareng.ca](mailto:scott.simons@bareng.ca).

The Tender submission must be accompanied by a **ten percent (10%) Bid Bond and Consent of Surety** as well as an outline of the Bidder's safety program and policy, or a valid Certificate of Recognition, and a Worker's Compensation Board Clearance Letter. The successful Bidder shall furnish Performance and Labour and Materials Payment Bonds within fifteen (15) days following confirmation that the Bidder's Tender has been accepted.

The **Rural Municipality of Frenchman Butte No. 501** reserves the right to reject any or all Tenders or to accept the Tender deemed to be most favourable to the **Owner**, as described in the "Instructions to Bidders". The lowest of any Tender will not necessarily be accepted.

For more information, please contact BAR Engineering Co. Ltd., Municipal Division, Scott Simons at [scott.simons@bareng.ca](mailto:scott.simons@bareng.ca).

**BAR**  
ENGINEERING

# TABLE OF CONTENTS

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<b>1.0 SCOPE OF WORK .....</b>	<b>1.1</b>
<b>2.0 INSTRUCTIONS TO BIDDERS .....</b>	<b>2.1</b>
2.1    Preparation of Tenders.....	2.1
2.2    Delivery of Tenders .....	2.1
2.3    Opening of Tenders.....	2.1
2.3.1    Award .....	2.1
2.4    Tender Deposit.....	2.2
2.5    Consent of Surety.....	2.2
2.6    Contractor's Insurance .....	2.3
2.7    Worker's Compensation Board.....	2.3
2.8    Contractor's Safety Program .....	2.3
2.9    Commencement & Completion of the Work .....	2.3
2.10    Addenda .....	2.3
2.11    Unit Prices to Include .....	2.3
2.12    Withdrawal of Tenders.....	2.4
2.13    Modifications of Tenders .....	2.4
2.14    Questions or Inquiries .....	2.4
2.15    Bid Evaluation .....	2.4
2.15.1    Cost Evaluation.....	2.4
2.15.2    Experience Evaluation .....	2.5
2.15.3    Bidder Reference Evaluation .....	2.5
<b>3.0 TENDER FORMS.....</b>	<b>3.1</b>
3.1    Tender Agreement .....	3.1
3.2    Unit Prices .....	3.3
3.2.1    Unit Price Schedule "A" .....	3.3
3.2.2    Unit Price Schedule "B" – Alternate Work Quantities and Unit Prices .....	3.4
3.3    List of Equipment.....	3.5
3.4    Contractor Capability .....	3.6

---

3.5	Preliminary Construction Schedule .....	3.9
3.6	Acknowledgement of Addenda Received .....	3.10
3.7	List of Supervisory Personnel.....	3.10
3.8	List of Materials Suppliers & Subcontractors .....	3.11
3.9	Force Account Rates .....	3.11
<b>4.0</b>	<b>CONTRACT AGREEMENT .....</b>	<b>4.1</b>
<b>5.0</b>	<b>GENERAL CONDITIONS .....</b>	<b>5.1</b>
5.1	Definitions.....	5.1
5.2	Times and Manner of Payment .....	5.1
5.2.1	Progress Payments .....	5.1
5.2.2	Final Payment .....	5.2
5.3	Materials.....	5.2
5.4	Supervision and Acceptance of Work.....	5.3
5.5	Extension of Contract Time of Completion .....	5.3
5.6	Cancellation or Default .....	5.3
5.7	Extra Work (Force Account) .....	5.4
5.8	Labour .....	5.4
5.9	Payment by Contractor for Labour, Etc. ....	5.4
5.10	Accidents.....	5.5
5.11	Traffic and Detours .....	5.5
5.12	Security (Guarantee) Bonds.....	5.5
5.13	Liability Insurance.....	5.6
5.14	Assignment of Contract .....	5.7
5.15	Cancellation Without Fault of Contractor .....	5.7
5.16	Removal of Surplus Material and Refuse .....	5.7
5.17	Purchases .....	5.7
5.18	Unacceptable and Unauthorized Work.....	5.8
5.19	Errors or Omissions.....	5.8
5.20	Appeal Procedure (Arbitration).....	5.8
5.21	Safety .....	5.9
5.22	Goods and Services/Duties and Taxes .....	5.10
5.23	Warranty (Guarantee) Period .....	5.10

---

5.24	Construction Completion and Acceptance.....	5.10
5.25	Contractor's Warranty and Final Acceptance .....	5.10
<b>6.0</b>	<b>SPECIAL PROVISIONS .....</b>	<b>6.1</b>
6.1	Completion Date and Liquidated Damages.....	6.1
6.2	Diesel Fuel Adjustment .....	6.1
6.3	Provisional Items .....	6.1
6.4	Order of Work.....	6.1
6.4.1	Utilities, Permits, Agreements, and Other Work .....	6.1
6.4.2	Construction Order .....	6.1
6.5	Traffic Accommodation.....	6.2
6.6	Road Standards .....	6.2
6.7	Truck Haul and Haul Roads .....	6.2
6.8	Final Inspection .....	6.3
6.9	Quality Control and Quality Assurance.....	6.3
6.10	Survey & Layout.....	6.3
6.11	Watering.....	6.4
6.12	Owner Supplied Products and Work .....	6.4
6.12.1	Gravel .....	6.4
6.12.2	Grading and Compaction .....	6.4
6.12.3	Traffic Accommodation .....	6.4
6.13	Utilities.....	6.5
6.14	Improvements of Approaches and Intersection Treatments .....	6.5
6.14.1	Approaches.....	6.5
6.14.2	Intersection Treatments .....	6.5
6.15	Required versus Alternate Work Quantities.....	6.6
6.16	Reject Sand for Inclement Weather.....	6.6
6.17	Protection of the Road Surface .....	6.6
<b>7.0</b>	<b>STANDARD SPECIFICATIONS .....</b>	<b>7.1</b>
7.1	Division 00 - Contract .....	7.1
7.2	Division 01 – General .....	7.1
7.3	Division 31 – Earthworks.....	7.1
<b>8.0</b>	<b>PLANS AND DRAWINGS .....</b>	<b>8.1</b>

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8.1	Project Specific Plans and Drawings .....	8.1
<b>9.0</b>	<b>GEOTECHNICAL.....</b>	<b>9.1</b>
<b>10.0</b>	<b>PERMITS AND CROSSING AGREEMENTS .....</b>	<b>10.1</b>



# **SCOPE OF WORK**



## 1.0 SCOPE OF WORK

The Work generally consists of:

- Surface strengthening of approximately 4.9 kilometres of Range Road 3264 in the Rural Municipality of Frenchman Butte No. 501 (RM).
- The Work includes the supply and application of a calcium chloride and magnesium hydroxide chemical stabilizing agent to the full width of the existing roadway. The stabilizing agent shall be applied and incorporated into the upper portion of the road structure by injection method in accordance with the Manufacturer's recommendations and as directed by the Consultant.
- The Contractor shall be responsible for roto-mixing the stabilizing agent into the existing road material to the specified treatment depth to produce a uniform stabilized layer.
- The RM will supply and place approximately 50 mm depth of gravel on the roadway surface in advance of the stabilization work.
- Following mixing and pulverizing by the Contractor, the RM will complete final grading and compaction of the stabilized material.

The Contractor shall supply all necessary materials, equipment, tools, labour, supervision, expertise, and incidentals to undertake and complete the Work in accordance with the Plans, Special Provisions, Standard Specifications, and other terms and conditions outlined in this Contract.

This is a "Unit Price" Contract.



# **INSTRUCTIONS TO BIDDERS**



## 2.0 INSTRUCTIONS TO BIDDERS

### 2.1 Preparation of Tenders

Tenders must be made on the standard Tender Forms provided. Each Bidder shall specify on the Tender Forms the unit price in figures for each of the separate items called for. If there is a discrepancy between the unit price and the extended bid amount, the unit price will be deemed to represent the intention of the Bidder.

### 2.2 Delivery of Tenders

Each Tender must be submitted electronically to the following email address with the subject line containing the following: **RM of Frenchman Butte No. 501, RR 3264 Surface Strengthening, BAR Project No.: 26MU-728200.**

[scott.simons@bareng.ca](mailto:scott.simons@bareng.ca)

Submission of Tenders will be received electronically until **10:00 A.M.**, local time, **Friday, May 15, 2026**. No Tender received after this time will be considered. The Owner and Consultant cannot guarantee confidentiality of any emailed notice and the Bidder assumes all risks associated with this form of communication.

Tenders submitted by facsimile (FAX) and/or by mail and/or delivered by hand will not be accepted.

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

Original copies of the successful Bidder's bid documents and bonding shall be provided as soon as practicable after issuance of the Notice of Award.

### 2.3 Opening of Tenders

All Tenders will be opened and read privately at the time of Tender closing. Tenders will not be opened and read publicly.

#### 2.3.1 Award

No Contract will be awarded except to responsible Bidders capable of performing the class of work contemplated. The Bidder shall furnish a complete statement of their experience and of the amount of capital and equipment available for the proposed Work as requested in the Tender Forms.

**The Owner reserves the right to reject any or all Tenders or to accept the Tender deemed to be most favourable to the Owner. The lowest Tender may not necessarily be accepted.**

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

Following are some reasons for which Tenders may be rejected:

- Tenders not accompanied by a Bid Bond or Certified Cheque may be rejected.
- Tenders not accompanied by a Consent of Surety or a letter stipulating the provision of an alternate Form of Security (Guarantee) Bonding may be rejected.

- If the bid is not submitted on the Tender Forms furnished by the Consultant or if the Tender Forms are altered.
- If the Tender Forms are not properly signed.
- If the Tender Forms do not show a price for every Contract item where quantities are indicated.
- If there are any unauthorized additions or erasures or irregularities of any kind which tend to make the Tender incomplete, indefinite or ambiguous as to its meaning.
- If the list of equipment is not supplied or the list of equipment is not sufficient to perform the proposed class of work.
- If the Contractor Capability section is not completed or the construction capability of the Contractor listed is not sufficient to perform the proposed work as a whole (i.e. in its entirety) by the required completion date.
- If any unit bid price is, in the opinion of the Consultant, unreasonably high or low.

Tender submission debriefs, if applicable, will be conducted by phone.

## 2.4 Tender Deposit

The Tender must be accompanied by a Bid Bond made payable in the name of the Owner in the amount of **ten percent (10%)** of the Tender Amount of the Work. A Certified Cheque in the amount of ten percent (10%) of the Tender Amount of the Work shall be deemed to be an acceptable alternative of Bid Bond.

Certified Cheques of unsuccessful Bidders will be returned as soon as possible after the award of the Contract, or if no Contract is awarded, after the Owner reaches such decision. The Certified Cheque of the successful Bidder will be returned following the receipt of the necessary Security (Guarantee) Bonding and Proof of Insurance coverage, and its execution of the Contract Agreement. This Certified Cheque or Bid Bond shall be retained by the Owner until the Security (Guarantee) Bonding has been furnished and the Contract signed by both parties.

The Contractor agrees that, should anything occur having the effect of a withdrawal or attempted withdrawal of this Tender, either during the time the same is required to be held firm, or if, after having been advised by the Owner of the acceptance of this Tender requiring the Bidder to furnish Security (Guarantee) Bonding within the time as fixed, the Owner shall have the right, in addition to any other legal remedy available to it, to treat any contractual relationship arising out of this Tender as being completely at an end and to retain as liquidated damages the money represented by such Certified Cheque or Bid Bond, and the same shall not be recoverable in any Court.

## 2.5 Consent of Surety

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

## 2.6 Contractor's Insurance

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

## 2.7 Worker's Compensation Board

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

## 2.8 Contractor's Safety Program

The Tender submission shall also include the Bidder's current valid Certificate of Recognition as issued by Heavy Construction Safety Association of Saskatchewan Inc., or copies of the Bidder's safety program and policy.

## 2.9 Commencement & Completion of the Work

The Contractor shall be expected to complete all the Work no later than the completion date specified in the Contract Agreement. The Contractor shall, however, state in the Tender Form their anticipated dates of commencement and completion of the Work, as these dates will be used by the Owner in evaluating the Tenders.

No Work shall be done until the Contract has been executed by both parties thereto and the Performance and Labour and Materials Payment Bonds have been filed by the Contractor and accepted by the Owner. The actual Work, excluding processing of aggregates, must be commenced by:

**Not earlier than July 1, 2026 and no later than August 15, 2026 or when all approvals and permits are obtained by the Owner.** The rate of progress must be such that the whole will be completed on or before **August 31, 2026**, or such later date as the Owner may for any reason determine.

## 2.10 Addenda

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

## 2.11 Unit Prices to Include

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

**The Unit Prices must be submitted on the materials/products specified and not on substitutions. Acceptance of substitutions or alternate equivalent products may be considered but only after closing of the Tenders.**

## 2.12 Withdrawal of Tenders

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

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

## 2.13 Modifications of Tenders

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

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

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

## 2.14 Questions or Inquiries

Questions or inquiries regarding this Tender Document will be considered if received no later than **2:00 PM**, local time, **Wednesday, May 13, 2026**. All questions and inquiries must be in writing to Scott Simons at [scott.simons@bareng.ca](mailto:scott.simons@bareng.ca) to be considered. Written Addenda, in response to Bidder questions and inquiries, if required, will be issued in accordance with Section 2.10.

## 2.15 Bid Evaluation

The Owner will evaluate the Bids based on the following evaluation criteria in awarding the Tender:

Criteria	Weighting
Cost	80%
Contractor's Experience	10%
Contractor's References	10%
<b>Total</b>	<b>100%</b>

### 2.15.1 Cost Evaluation

The lowest bid will receive the maximum scoring available. All other bids will be proportionately discounted by the percentage it exceeds the low bid price as follows:

- The following formula will be used to calculate the scoring for each bidder:

$$\frac{\text{Lowest Bidder's Tender Price}}{\text{Bid Price being assessed}} \times 80 = \text{Bidder's Score}$$

- Any rejected bids will not be used in the calculation of price weightings.

### **2.15.2 Experience Evaluation**

Each bidder will be evaluated on the reference projects provided in their Tender Forms submission. The listed Project Owner(s) must express satisfaction with the quality of work, efficient use of time and professional conduct of the bidder.

### **2.15.3 Bidder Reference Evaluation**

The Owner reserves the right to ask and judge a bidder's scoring based on any information relevant to the bidder's past projects and capacity of completing the tendered project from the references listed in their Tender Forms submission. In general, but not limited to, references will be asked for information pertaining to the bidder's past work in the following:

- Timelines of project delivery, clean-up, and efficiency in Contract completion.
- Level of project planning and organization.
- Adherence to Contract specifications.
- Control of Sub-contractors and Suppliers.
- Safety and Traffic Accommodation.



# TENDER FORMS

The background features several light gray, three-dimensional geometric shapes, including triangles and polygons, arranged in a scattered pattern. These shapes have a slight shadow, giving them a sense of depth. The overall design is clean and modern, with a white background and a red vertical bar on the left side. The text 'TENDER FORMS' is centered in a bold, black, sans-serif font.

### 3.0 TENDER FORMS

FOR MUNICIPAL ROAD SURFACE STRENGTHENING OF: **4.9 KILOMETERS OF MUNICIPAL ROAD**  
LOCATED: **RANGE ROAD 3264 BETWEEN GRID 797 AND TOWNSHIP ROAD 533 (UNDEVELOPED)**  
LOCATED IN: **RURAL MUNICIPALITY OF FRENCHMAN BUTTE NO. 501**

#### 3.1 Tender Agreement

THE UNDERSIGNED (the "Contractor"), having read over and examined the General Conditions, the Plans, Profiles (if any), Standard Specifications and Special Provisions furnished with this Tender for the above-mentioned work;

##### HEREBY TENDERS AND AGREES:

- 3.1.1** To furnish all labour, materials, and equipment required to be furnished and to complete the Work as outlined in the Tender, and in accordance with the Plans, Profiles (if any) forming part hereof, all in accordance with the terms and conditions as set forth herein, at and for the unit prices as set forth in Section 3.2 hereof.
- 3.1.2** That unless, in the meantime, the Consultant shall have advised the undersigned that this Tender has been rejected, the same shall remain firm and open to acceptance by the Owner during a period of **forty five (45)** days following the date fixed for the opening of Tenders in respect to such a Contract. By the act of submitting their Tender, the Contractor waives any right to contest in any legal proceedings or action the right of the Owner to award the Work to whomever it chooses and for whatever reason the Owner deems appropriate.
- No act of the Owner other than a "Notice of Award" in writing shall constitute the acceptance of a Tender. Such Notice of Award shall be signed by the Consultant on behalf of the Owner and forwarded to the selected Contractor at the address given in the Tender Forms and shall bind the Contractor to submit the required Security (Guarantee) Bonds and Proof of Insurance coverage and to execute the Contract within **fifteen (15) days** of the date of the Notice of Award.
- 3.1.3** That the quantities listed in Section 3.2 hereof are **estimates only** and that the actual quantities may vary considerably from such estimates. It is agreed that the quantities of Work to be done or materials to be furnished may be altered by the Consultant and such alterations shall not be considered as a waiver of any condition of the Contract, nor as invalidating any provisions thereof, nor shall any changes be made in the Contract unit prices on account of such alteration, but same unit prices shall apply as if no alterations had been made.
- Payment to the Contractor will be made on the basis of the actual quantities of Work performed or materials furnished and used in satisfactorily completing the Work in accordance with the Plans, Standard Specifications and Special Provisions. The actual quantities of Work performed or material furnished and used shall be as determined by measurements made by the Consultant.
- 3.1.4** Quantity estimates for any portion of the project covered by the Contract on which the design has been altered subsequent to the preparation of the plans shall be recalculated.
- 3.1.5** The Council of the Rural Municipality of Frenchman Butte No. 501, hereby appoints the following person(s) who shall administer the Contract for the Owner.

The person(s) appointed shall be:

Scott Simons, P. Eng.  
Manager, Municipal Division  
BAR Engineering Co. Ltd.  
5237-70 Avenue  
Lloydminster, AB T9V 3N6  
T: 780-875-1683

**3.1.6** We understand and agree that the Owner reserves the right to increase, decrease, delete, or vary any portion of the Work and we offer to do the Work whether the quantities are increased or decreased at the unit prices attached hereto.

We further agree that if our offer is accepted, we will submit the required Security (Guarantee) Bonds and Proof of Insurance coverage and will execute the Contract within **fifteen (15) days** of the issuance of the Notice of Award.

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

Enclosed with our submission is the following documentation:

- Bid Bond in the amount of ten percent (10%) of our Tender amount
- Consent of Surety
- Certificate of Recognition or copy of Corporate Safety Program/Policy
- Worker's Compensation Board Clearance Letter
- Force Account Rates

Name of Individual, Partnership or Corporation

Business Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_  
Name of Authorized Signing Officer

\_\_\_\_\_

CORPORATE SEAL

\_\_\_\_\_ Contractor's G.S.T Registration Number

Dated \_\_\_\_\_

**3.2 Unit Prices**

**3.2.1 Unit Price Schedule "A"**

Item #	Description	Est'd Quantity	Unit	Unit Price (\$)	Extension (\$)
<b>PART A: RR 3264 Surface Strengthening</b>					
1.0	Mobilization	1	ls	_____	_____
2.0	Calcium Chloride / Magnesium Hydroxide, Supply and Application, In Place				
.1	200 mm Depth at 8 L/m <sup>2</sup>	40000	m <sup>2</sup>	_____	_____
.2	300 mm Depth at 12 L/m <sup>2</sup> (Provisional Item)	5000	m <sup>2</sup>	_____	_____

**SUMMARY OF ALL PARTS**

**PART A Tender Amount \$** \_\_\_\_\_

**PST @ 6%** \_\_\_\_\_

**GST @ 5%** \_\_\_\_\_

**TOTAL BID AMOUNT \$** \_\_\_\_\_

**Notes:**

- (a) Goods and Services Tax shall be in addition to the Unit Prices and Extensions in Section 3.2.
- (b) Provincial Sales Tax shall be in addition to the Unit Prices and Extensions shown in Section 3.2.

**3.2.2 Unit Price Schedule “B” – Alternate Work Quantities and Unit Prices**

**None Included**



### 3.4 Contractor Capability

The following information is considered essential to the acceptance of any Tender and must be completed:

- a. Contractor's estimated seasonal surface strengthening capacity for equipment listed.

Area (m<sup>2</sup>) \_\_\_\_\_

- b. Contractor's commitment to date for equipment listed.

Rural Municipality or Other Agency	Length	Excavation	Haul	Completion Date
1.				
2.				
3.				
4.				
5.				

- c. Contractor's experience in the construction of Municipal Road Surface Strengthening within the province of Saskatchewan in the past five (5) years.

Project 1	
Rural Municipality or Other Agency	
Owner Contact and Phone Number	
Length of Project	
Completion Date	
Other Details	

<b>Project 2</b>	
Rural Municipality or Other Agency	
Owner Contact and Phone Number	
Length of Project	
Completion Date	
Other Details	

<b>Project 3</b>	
Rural Municipality or Other Agency	
Owner Contact and Phone Number	
Length of Project	
Completion Date	
Other Details	

<b>Project 4</b>	
Rural Municipality or Other Agency	
Owner Contact and Phone Number	
Length of Project	
Completion Date	
Other Details	

<b>Project 5</b>	
Rural Municipality or Other Agency	
Owner Contact and Phone Number	
Length of Project	
Completion Date	
Other Details	

d. Contractor's reference for three (3) separate projects occurring within the past five (5) years.

<b>Reference Name</b>	<b>Title</b>	<b>Phone No.</b>	<b>Project Information</b>



The Contractor will be required to provide a formal schedule in the form of a "Gantt" chart which may be updated with ease on a weekly basis for review and discussion at project meetings, and capable of being amended to provide an indication of percent completion of the scheduled tasks in context with the project milestones.

**3.6 Acknowledgement of Addenda Received**

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

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

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

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

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

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

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

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

**3.7 List of Supervisory Personnel**

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

Name	Position	Experience
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

### 3.8 List of Materials Suppliers & Subcontractors

The following Materials Suppliers and Subcontractors will be employed in the performance of the Work under this Contract. No Subcontractors will be added, deleted, or changed without the approval of the Consultant to a request made in writing by the Contractor.

Subcontractor	Address	Type of Work/Materials Supplied

### 3.9 Force Account Rates

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

- Labour

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

- Equipment

The rates for equipment, vehicles, and power tools shall include operator wages, all maintenance and operation costs, and the Contractor overhead and profit. All equipment will be paid for at the Contractor's established rates but such rates, however, shall not exceed the rates listed in the latest edition of the "Equipment Rental Rates and Membership Guide" published by the Road Builders and Heavy Construction Association of Saskatchewan.

- Subcontract Work

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

- Materials

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

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

NOTES:

- The Contractor shall furnish original receipted bills to verify the cost of materials purchased by them and used on the Force Account work.
- The cost of labour and equipment rental charges shall be furnished by the Contractor.
- Accounts for Force Account work must be submitted to the Consultant.
- The Consultant, if it deems it necessary, shall provide and place a timekeeper or timekeepers on the Work for the purpose of keeping records of the costs of Force Account work.
- The Contractor shall not be entitled to anticipated profits which men, machinery, or equipment might have earned through not having been employed on Force Account work.



# **CONTRACT AGREEMENT**



## 4.0 CONTRACT AGREEMENT

THIS AGREEMENT, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

by and between: \_\_\_\_\_

(hereinafter called the "Contractor") and the **Rural Municipality of Frenchman Butte No. 501** (hereinafter called the "Owner") of the Province of Saskatchewan.

### WITNESSETH THAT:

The Contractor and the Owner undertake and agree that:

1. The Contractor will construct to the required Road Standards, the roads located at:  
**RANGE ROAD 3264 FROM GRID 797 TO TOWNSHIP ROAD 533 (UNDEVELOPED)**  
In accordance with the Tender Forms, General Conditions, Standard Specifications, Special Provisions and Plans furnished with and identified in the Tender;
2. The aforesaid Tender Forms, General Conditions, Standard Specifications, Special Provisions, Plans and addenda hereto attached, together with the Contractor's bond, are hereby made and shall be considered part of this Agreement the same as if herein fully set forth;
3. IN CONSIDERATION WHEREOF, and upon the Contractor constructing and fully completing **by August 31, 2026** the Works herein contracted for in accordance with the agreements herein set forth, the Owner agrees to pay unto the Contractor for the actual amount of work done and materials in place at the unit prices stated in the Contractor's attached Tender;
4. As a condition precedent to the complete execution of this Agreement, the Contractor will furnish to the satisfaction of the Owner good and sufficient Performance and Labour and Materials Payment Bonds each in the amount of \$ \_\_\_\_\_ dollars, **in the name of the Owner**, to be conditioned upon the faithful performance of the covenants and agreements as herein set forth by it to be performed;
5. Neither party of the Contract shall assign, transfer or sublet the Contract, or any part thereof, without the written consent of the other.
6. No implied contract of any kind whatsoever, by or on behalf of the Owner, shall arise or be implied from anything contained in this Contract or from any position or situation of the parties at any time, it being understood and agreed that the express contracts, covenants, and agreements contained herein and made by the parties hereto are and shall be the only contracts, covenants, and agreements on which any rights against the Owner may be found.
7. The Contractor shall furnish all labour, supervision, technical skills and knowledge, materials, tools and equipment, together with all necessary work incidental thereto, required to perform all Work and shall do and fulfill everything set out in this Contract Agreement and the Contract Documents so as to complete the project of undertaking for which Tenders were called.
8. The Owner shall, in the manner described in the General Conditions of the Contract Documents and upon being satisfied that the Contractor has satisfactorily completed the Work or portions thereof, will make monthly payments to the Contractor for the Work completed with such payments calculated on the basis of the actual Work completed at the unit prices Tendered.

9. Nothing in this Agreement shall require the Owner to pay for goods, materials or services other than those actually supplied by the Contractor and incorporated into the Work, notwithstanding the estimated quantities set out in the Tender Forms.

This Contract shall ensure to the benefit of and be binding upon the parties hereto, and their successors, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date which is indicated first herein.

\_\_\_\_\_ )

SIGNED, SEALED AND DELIVERED

\_\_\_\_\_ )

\_\_\_\_\_ )

Contractor

\_\_\_\_\_

In the presence of

Contractor's G.S.T Registration Number

\_\_\_\_\_

(Witness)

---

**Rural Municipality of Frenchman Butte No. 501**

\_\_\_\_\_

Reeve

\_\_\_\_\_

Rural Municipality Administrator

In the presence of

\_\_\_\_\_

(Witness)



# **GENERAL CONDITIONS**



## 5.0 GENERAL CONDITIONS

### 5.1 Definitions

a. Contractor:

The word "Contractor" shall, unless the content otherwise requires, include the authorized agents of the Contractor or the Foreman in charge of the work.

b. Rural Municipality:

The word "RM" or "Owner" shall mean the **Rural Municipality of Frenchman Butte No. 501** Council or its designated representative(s).

c. Interpretation:

Where there is any doubt as to the intention, or the correct interpretation of the specifications herein, the matter shall be referred to the Consultant.

d. Consultant:

The word "Consultant" shall mean **BAR Engineering Co. Ltd.**, acting through a delegate duly appointed to act on its behalf to administer the Contract.

### 5.2 Times and Manner of Payment

The Owner will well and truly pay or cause to be paid unto the Contractor for the said works at the price as shown in the Tender Forms. Payments will be made as follows:

#### 5.2.1 Progress Payments

The monthly estimates and payments are approximate only but shall be as close to the actual value as is practicable and shall be subject to correction in the final estimate and payment. **If carry over work from one construction season to the next construction season is required, the final estimate for each construction season will be considered as the final estimate and payment for that applicable construction season. Adjustment to the previous construction season final estimate and payment will not be permitted in subsequent construction seasons.**

The Owner shall make monthly payments to the Contractor for the Work completed based on Progress Payment Certificates prepared by the Consultant. Payments will be calculated on the basis of the actual Work completed, as measured by the Consultant, at the unit prices Tendered for the Work together with any Force Account or Extra Work that may have been approved.

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

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

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

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

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

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

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

### **5.2.2 Final Payment**

The Contractor shall have thirty (30) days from receipt of the final quantity statement from the Consultant to advise the Consultant of its non- acceptance of the quantities, if applicable.

**If carry over work from one construction season to the next construction season is required, the final quantity estimate for each construction season will be considered as the final quantity statement and payment for that applicable construction season. Adjustment to the previous construction season final estimate and payment will not be permitted in subsequent construction seasons.**

### **5.3 Materials**

No claim for damages shall be made against the Owner on account of delays on the part of the Owner in the delivery of materials for performance of the Work. Should there be unduly prolonged delays on the part of the Owner in the delivery of any materials or the performance of Work, the Contractor shall be entitled to a corresponding extension of time within which to complete the Work.

#### **5.4 Supervision and Acceptance of Work**

The person or persons appointed by the Owner in the Tender Forms shall have duties, authority and responsibilities as follows:

- a. To supervise the Works to appraise that the Work is being carried out according to the Contract documents, and give the Contractor written points of instruction.
- b. To act on behalf of the Owner to expedite removal or relocation of obstructions to the Work such as fences and utilities, and to ensure the prompt arrangement for purchase, lease or easement of right-of-way and borrow pits; and to expedite prompt delivery of materials and supplies to be supplied by the Owner.
- c. To arrange and conduct a pre-job meeting with the Owner, Consultant and Contractor to discuss scheduling of the Contractor's work, delivery of materials by the Owner, schedules of utility location, relocation or removal.
- d. To inspect the finished work of the Contractor and provide a written acceptance or a written list of deficiencies.
- e. To ensure that the Contractor's invoices or the Consultant's payment certificate for Work completed are dealt with by the RM Council in the times and manner prescribed elsewhere in the Contract documents.

#### **5.5 Extension of Contract Time of Completion**

If the satisfactory execution and completion of the Contract shall require work or material in substantially greater amounts or quantities than those set forth in the Contract, then Contract times shall be increased in the same proportion as the additional work bears to the original Work contracted for. No allowance shall be made for delay or suspension of the prosecution of the Work due to the fault of the Contractor. Provided, however, that upon receipt of written notice from the Contractor of the existence of causes over which it has no control and which must delay the completion of the Work, the Owner may at its discretion by resolution of its Council extend the date specified for the completion of the said Work. In such case the Contractor shall become liable for liquidated damages for failure to perform Work within the time as so extended in accordance with the provisions of the immediately preceding paragraph.

#### **5.6 Cancellation or Default**

If, in the opinion of the Owner, the rate of progress, at any time, is not such as to ensure the completion of the Work by the completion date as provided in the Contract or within such extended time as may have been granted under Section 5.5 hereof, or if the Contractor shall neglect or refuse or fail in any respect to comply with any other provisions of this Contract, the Owner reserves and may exercise the right to cancel or annul this Contract and make other provisions for the Work being completed. The Contractor shall not be entitled to claim damages on account of anticipated profits or for other reasons.

If the Owner exercises its right of cancellation as provided for in this clause, the Contractor shall not be entitled to receive any further payment under this Contract until the said Work has been wholly completed. At such time, if the unpaid balance of the amount to be paid under this Contract exceeds the expense incurred by the Owner in completing the Work; then such excess shall be paid to the Contractor by the Owner. If such expense exceeds such unpaid balance, the Contractor and its sureties shall be jointly and severally liable to pay such excess to the Owner.

The Owner, if it considers it advisable, may use all or any part of the Contractor's appliances, tools, materials, and means of construction as may be found in connection with said Work and which may be required for the completion of the Contract.

The cost of any such materials used in the Work shall be allowed for at prices shown by proper vouchers and receipts, and reimbursement for any plant or tools so used and for any additional plant required shall be made on the basis of depreciation for the time it is used on the work at a rate that will equal the actual cost of the plant in twelve (12) months' use, and ten (10) percent for organization, superintendence, etc.

### **5.7 Extra Work (Force Account)**

If, during the performance of the Contract, it shall become necessary or desirable for the proper completion of the Work to order additional Work done or materials furnished, which are not susceptible to classification under the prices set out in this Contract, the Contractor shall, if ordered in writing by the Consultant, do and perform such work and furnish such materials. The extra work will be paid for at a unit price or lump sum to be agreed upon previously in writing by the Contractor, Owner and Consultant.

### **5.8 Labour**

The Contractor agrees that all persons employed on the Work by the Contractor and any sub-contractor of the Contractor will, in respect of the construction to be carried out under this Contract, employ only residents of Canada. In employing persons, the Contractor will refrain from discriminating against any person by reason of their race, sex, religious or political affiliations.

The Contractor shall, at all times during its absence from the Work, have a competent superintendent or foreman as its representative on the job, and who shall receive instructions from the Consultant.

The Contractor shall, at all times, provide adequate supervision and sufficient labour and equipment for prosecuting the several classes of Work to full completion in the manner and within the time required by the Contract.

The Contractor shall only employ foremen and workmen who have sufficient skill and experience to perform properly the Work assigned to them. Any person employed on the Work who, in the opinion of the Owner, is careless, incompetent, obstructs the progress of work, acts contrary to instructions or conducts themselves improperly shall, on the requisition of the Consultant, be immediately discharged. Such person shall not again be employed on the job without the permission of the Consultant.

### **5.9 Payment by Contractor for Labour, Etc.**

The Contractor shall promptly pay for all labour expended, services given, and materials and supplies used in, upon, in respect of, or about the construction of the Work, or any portion thereof, including any sum due for the labour or services of any sub-contractor foreman, workman, labourer or other person. The Contractor shall also pay any sum due for insurance premiums, whether such payments or insurance premiums are due by the Contractor, or any sub-contractor. The payments in respect of such labour, services, materials and supplies to include without prejudice to the foregoing generality all sums for:

- a. The services of any person or persons performing any work or labour in repairing machinery and equipment;
- b. The use, rent or hire of:
  1. Vehicles or other plant or machinery;
  2. Motor power equipment of any kind;
- c. The furnishing of any handtools;

- d. The materials or supplies for any camp maintained for the feeding or keeping of persons; and
- e. Supplies used for machinery or motor power equipment (except repair parts).

And the Contractor further agrees that the Contract bond shall be held to cover all such claims referred to in this clause. In case any such sum or sums remain unpaid which, in the opinion of the Owner should be paid, the Owner shall have the right to pay such sum or sums, whether due by the Contractor or sub-contractor, out of any monies that may then or thereafter be or become due to the Contractor from the Owner. It is agreed that so long as any such sum or sums remain unpaid, the payrolls, timebooks, account books, invoices and vouchers of the Contractor or any sub-contractor relating to any such unpaid sum or sums shall be open to inspection by the Owner for the purpose of ascertaining the true sum or sums remaining unpaid.

The Contractor shall supply to the Owner when and as often as requested, a statement showing all claims incurred by the Contractor, including all obligations incurred by each sub-contractor on the work covered by the Contract, remaining unpaid at the date of submission of such statement. The submission of each statement by the Contractor, when so requested, shall be a condition precedent to the payment by the Owner of any monies due or to accrue due to the Contractor under the Contract.

### **5.10 Accidents**

The Contractor shall at all times, until the Work is completed and accepted by the Owner, take all necessary and sufficient precautions and steps to prevent and avoid accidents to workmen or other persons, or to the Work or other property. The Contractor shall provide and maintain at its own expense such fences, barriers, signs, lights and watchmen as may be necessary.

In the event of injury or damage being suffered by any workman or other person having the right of action thereafter against the Contractor or against the Owner, the Contractor shall and will indemnify and save harmless the Owner from any and all actions, causes of action, claims, demands and remedies whatsoever which the workman or other person may have or pretend to have against the Owner in respect of such damages or injury under the Workers' Compensation Act, or otherwise howsoever.

In the event of one or more actions, claims, or demands being made or commenced by any workman or workmen or other person or persons in respect of any injury or damages alleged to have been suffered as aforesaid, the Owner shall be entitled to retain out of any monies owing or accruing due to the Contractor, until such actions, claims or demands are satisfied, an amount equal to the total of the claim or claims.

### **5.11 Traffic and Detours**

The Contractor shall at all times carry out the Work in a manner that will create the least interference with traffic, consistent with the faithful performance of the work. The Contractor shall not close any portion of the roadway, nor divert traffic outside the limits of the roadway, except by written approval of the Owner.

Warning signs, as outlined in the annexed specifications, are to be erected before the Work is commenced and are not to be removed until the Work has been completed. The Owner or the Consultant may instruct the Contractor to cease construction operations until such time as proper signing has been erected. Failure by the Contractor to erect signs to the required specifications will render the Contractor liable for any action that may result due to its negligence.

### **5.12 Security (Guarantee) Bonds**

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

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

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

The cost of securing and providing all Security (Guarantee) Bonds shall be borne by the Contractor and the Contractor shall continuously carry and maintain the Security (Guarantee) Bonding, at its entire cost, for the duration of the Contract until all the Work has been satisfactorily completed.

As an alternative to providing Security (Guarantee) Bonds, an Irrevocable Letter of Credit, Certified Cheque, Bank Draft, or Money Order may be used as a security (guarantee) in lieu of the Performance and Labour and Materials Payment Bonds. The value of these alternative security (guarantee) instruments shall be equivalent to the value required for the Bonds.

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

### **5.13 Liability Insurance**

The Bidder whose Tender has been accepted shall, prior to the execution of the Contract, file with the Owner a written declaration by its insurance company as evidence that it carries the following insurance, as well as any additional insurance or special coverage that is indicated in the Special Provisions.

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

a. **General Liability Insurance**

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

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

b. **Automobile Liability Insurance (Owned and Non-owned)**

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

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

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

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

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

#### **5.14 Assignment of Contract**

The Contractor shall not, without the prior written consent of the Owner, make any assignment of this Contract or enter into any sub-contract for the execution of any of the Works hereby contracted for, and no assignment or sub-contract, even though duly consented to, shall exonerate the Contractor from liability under this Contract for the due performance of the Works hereby contracted for, or for the fulfilment of any other term or terms of the Contract. In such case, the Contractor shall be responsible for all acts, defaults, neglects and delays of any assignee or sub-contractor, or its servants, agents and employees, to the same extent as if no such assignment or sub-contract had been made or entered into.

#### **5.15 Cancellation Without Fault of Contractor**

The Owner shall have the right at any time to cancel this Contract upon giving thirty (30) days notice in writing to the Contractor, in which event the Contractor shall be entitled to the full amount of the estimate for the work done by them under the terms and conditions of this Contract up to the time of such cancellation.

The Contractor shall be reimbursed by the Owner for such expenditures as in the judgement of the Council of the RM are not otherwise compensated for.

The Owner shall have the right to make such reasonable alterations in the Plans as it may consider necessary and such alterations shall not be considered as a waiver of any condition of the Contract or as invalidating any provisions thereof, nor shall any change be made in the Contract unit prices on account of such alterations.

#### **5.16 Removal of Surplus Material and Refuse**

On the completion of the Work entailed by the Contract, or in the event of its cancellation, the Contractor shall promptly remove from the right-of-way of roads herein described, and from any adjoining road, all temporary structures, rubbish and waste materials resulting from its operations, and all equipment, supplies and surplus materials.

In the event of the Contractor failing to comply with this provision within a period of ten (10) days from the date of the completion or cancellation of this Contract, the Owner shall have the right to employ the necessary labour and do such Work at the expense of the Contractor.

#### **5.17 Purchases**

The Contractor agrees that all purchases of supplies, merchandise or equipment for use in connection with the work shall, when practicable, be purchased from residents of the Province of Saskatchewan.

### **5.18 Unacceptable and Unauthorized Work**

All work and materials which do not conform to the requirements of the Contract shall be considered unacceptable.

Any unacceptable work found to exist prior to the issuance of the final acceptance certificate for the Work shall be remedied or removed and replaced by the Contractor, in an acceptable manner, at its own expense, except that it shall be the Owner's expense if the unacceptable work resulted from the use of defective material supplied by the Owner.

Any work done by the Contractor prior to the execution of the Contract by both parties, work done contrary to or regardless of the instructions of the Consultant, work done beyond the lines, grades and dimensions shown on the Plans, or any Extra Work done without authority, may be considered as unauthorized work and may not be paid under the provisions of the Contract.

If the Contractor fails to comply with an order for a corrective procedure, the Owner may deduct from the Contract price the difference in value between the unauthorized work as done and that called for by the Contract.

### **5.19 Errors or Omissions**

The Contractor shall immediately report to the Consultant any omissions, inconsistencies or possible errors it may discover in the drawings, specifications or staking, and shall not proceed with any Work in uncertainty.

### **5.20 Appeal Procedure (Arbitration)**

The parties agree that all disputes and differences between the parties bound by this Contract concerning its interpretation, application, operation or alleged violation shall be finally and conclusively settled in accordance with the procedure hereinafter outlined, or shall be submitted for legal action.

Either party to this Contract may provide to the other party notice in writing of a dispute or difference between the parties to this Contract concerning its interpretation, application, operation or alleged violation. Upon receipt of the notice, representatives of both the parties shall meet within three (3) working days of the receipt of such notice to discuss the dispute or difference as set out in such notice. Failing a satisfactory resolution of the dispute or difference within such period, or such longer time as the parties mutually agree in writing, then either of the parties may, after the expiration of such period, notify the other party in writing that it requires the matter to be submitted to arbitration.

The Board of Arbitration shall consist of three persons constituted as follows:

1. The party desiring arbitration shall appoint a member to the Arbitration Board and shall notify the other party of its appointee concurrently with providing the notice to submit the difference or dispute to arbitration;
2. The party receiving the notice shall within five (5) days thereafter, appoint a member for the Board and notify the other party of its appointment in writing;
3. The two arbitrators so appointed shall confer to select a third person to be Chairman and failing agreement, within a period of three (3) working days from the appointment of the second of them, either party may, upon the expiration of such period, apply to the Chief Justice of the Court of Queen's Bench for the Province of Saskatchewan who shall appoint such arbitrator to be Chairman of the Arbitration Board.

The Arbitration Board shall convene its hearing, hear the parties and counselacting on their behalf, and any and all evidence adduced relating to the difference or dispute between the parties under the provisions of the Contract, and shall make its award within fourteen (14) days after the hearing. The award of the Arbitration Board shall be final and binding upon the parties.

The Arbitration Board may, within the consent of the parties, enlarge the time for the presentation of its award, and shall have such powers and exercise such authority as is provided for by the Arbitration Act for the Province of Saskatchewan, and the award of the Arbitration Board shall be enforceable as provided for by the Arbitration Act.

Each party to the arbitration shall pay its own costs and expenses of arbitration, and one-half (1/2) of the costs and expenses of the Chairman and other expenses of the arbitration hearing.

In view of the provisions of this Article, the parties agree that there shall be no termination or interruption of the Work or the payments as provided for under the terms of this Contract unless otherwise mutually agreed upon between the parties.

### **5.21 Safety**

As per the Occupational Health and Safety Act, Code, and Regulations of the Province of Saskatchewan, the Contractor who enters into a written agreement with the Owner of the worksite is to be the Prime Contractor and assumes all roles and responsibilities of the Prime Contractor. The Prime Contractor shall be required to, at all times, conduct its operations in compliance with the most current version of the Occupational Health and Safety Act, Code, and Regulations of the Province of Saskatchewan, with particular emphasis on safe working conditions and the prevention of accidents to employees and the public.

All personnel, including the personnel of its sub-contractors, shall be equipped with proper personal protective equipment related to, but not necessarily limited to, head, eye, limb, and hearing protection. Employees shall also be properly attired to minimize the potential of clothing being caught in the moving parts of equipment and tools.

The Contractor shall also be in compliance with all municipal safety requirements that may be in effect.

It shall be the responsibility of the Contractor, primarily through the site supervisor or foreman, to ensure that all personnel working within the Contract limits comply with all safety requirements.

The Contractor shall be responsible for scheduling safety meetings on a regular basis during the progress of the Work. The Consultant shall be given adequate advance notice as to the date, time and location of such safety meetings. Minutes of such meetings shall be submitted to the Consultant, if requested, in a timely manner. All safety inspection reports, incident/accident reports, and any reports, directives or orders received from regulatory agencies pertaining to health and safety shall also be provided to the Consultant.

The Consultant has the authority to suspend the Work, in whole or in part, if, in its opinion, the Contractor fails to adequately provide for the safety of its employees or those of its sub-contractors, or the public. Such suspension of the Work shall be issued in writing to the Contractor and shall remain in effect until the Contractor has adequately and satisfactorily addressed the safety concerns.

In the event that the Contractor fails or refuses to comply with an order issued by the Consultant or by a Safety Codes Officer under the Occupational Health and Safety Act or Regulations, such failure or refusal by the Contractor may be grounds for the Owner to terminate the Contract.

The Contractor shall provide to the Consultant a copy of the Contractor's Safety Management Program and Safety Policy in advance of commencing Work. A copy of such manual shall be available for review by the Contractor's Employee's and sub-contractors at all times. Submittal of a current valid Certificate of

Recognition as issued by Heavy Construction Safety Association of Saskatchewan Inc. will be considered an acceptable alternative.

## **5.22 Goods and Services/Duties and Taxes**

The Bid Prices exclude the Goods and Services Tax (GST) and Provincial Sales Tax (PST) on all materials and services supplied and provided by the Contractor and incorporated into the Work. The Owner will include the applicable GST and PST payment on the monthly and final progress payments, showing such GST and PST amount as a separate line item.

Unless otherwise stated in the Contract Documents, the Contractor shall pay any other applicable Government taxes, customs, duties and excise taxes that may arise in the performance of the Work under the Contract. The Owner will not refund any other Government taxes, customs, duties and excise paid on material or equipment.

## **5.23 Warranty (Guarantee) Period**

The Contractor shall promptly correct defects or deficiencies in the Work which appear within **one (1) year** from the date on which the Work is completed. The Consultant will give the Contractor written notice of defects and deficiencies.

If the Contractor fails to do the repairs promptly or to the satisfaction of the Consultant, the Consultant may arrange to have the repairs done by others, the cost of which shall be paid by the Contractor to the Owner.

## **5.24 Construction Completion and Acceptance**

Upon notice from the Contractor of completion of the entire Work, the Consultant and Owner, accompanied by the Contractor's representative, will make an inspection of the Work.

- If the Work is found to be completed in accordance with terms and requirements of the Contract, that inspection shall constitute the construction completion inspection and the Consultant will issue a Construction Completion Certificate to the Contractor indicating the Owner's acceptance of the Work; or
- If the inspection discloses any unsatisfactory Work, the Consultant will give the Contractor a list of deficiencies and the Contractor shall immediately correct the deficiencies. Upon correction of the deficiencies, another inspection will be made and provided the Work has been satisfactorily corrected, the Consultant will issue a Construction Completion Certificate to the Contractor indicating the Owner's acceptance of the Work.

The date specified in the Construction Completion Certificate shall be the date of commencement of the warranty (guarantee) period.

## **5.25 Contractor's Warranty and Final Acceptance**

During the warranty (guarantee) period, the Contractor shall warrant the Work to be free from any defect or failure and to withstand climatic, maintenance and normal operational conditions.

The Contractor shall repair at its own expense any defects or failures that occur in the Work prior to the expiry of the warranty (guarantee) period. The Owner, through the Consultant, will notify the Contractor in writing during the warranty (guarantee) period of repairs required and the Contractor shall promptly make these repairs. These repairs are a performance requirement of the Contract, and shall be assured by the security provided.

If the Contractor fails to do the repairs promptly or to the satisfaction of the Consultant and the Owner, the Owner may then make other arrangements to have the repair work done, the cost of which shall be a debt due and owing by the Contractor and the Surety to the Owner.

In the event that repairs must be made immediately to protect the health, safety and welfare of the public and the Contractor is not available, the Owner may make other arrangements to undertake such repairs and to assess the costs to the Contractor, except that the Owner shall withdraw from performing the repair work as soon as the Contractor is available to commence with the repair work.

Upon expiry of the warranty period, a Final Acceptance Certificate will be issued to the Contractor, provided, however, that the Contractor has corrected or repaired all identified defects or failures.



# **SPECIAL PROVISIONS**



## **6.0 SPECIAL PROVISIONS**

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

### **6.1 Completion Date and Liquidated Damages**

In accordance with Specification 01 18 00 Completion Date and Liquidated Damages, the following shall apply:

- The Contract Completion Date is specified in Section 2.9 Commencement & Completion of the Work, and Section 4.0 Contract Completion.
- Daily Liquidated Damages will be **\$500.00**.
- The lump sum Liquidated Damages will be **\$10,000.00**.

In accordance with Specification 01 18 00 Completion Date and Liquidated Damages, the following items are not required to achieve Construction Completion:

- All work must be completed to achieve Construction Completion.

### **6.2 Diesel Fuel Adjustment**

There will be no adjustments for diesel fuel cost changes in the Contract.

### **6.3 Provisional Items**

The Contractor shall provide a unit price in the Tender Forms for all items identified as "Provisional Items".

Provisional items are work that the Owner may require the Contractor to perform, but may be removed entirely from the Contract, if designated by the Owner as not required to be completed, at no additional cost to the Owner.

### **6.4 Order of Work**

#### **6.4.1 Utilities, Permits, Agreements, and Other Work**

The order of work may be governed by the relocation of utilities, permits, approvals, restrictions of regulatory agencies and other work. Other work may include, but is not limited to, earthworks and placement of gravel by others.

No compensation will be paid for delays, staging of work or mobilization to or from the project due to any factors associated with such permits, other work, and their timing.

#### **6.4.2 Construction Order**

Application of the calcium chloride and magnesium hydroxide chemical stabilizing agent shall proceed from south (Township Road 533 undeveloped road allowance) to north (Grid 797).

## 6.5 Traffic Accommodation

The RM will provide and implement traffic accommodation measures for the duration of the project. The Contractor shall coordinate their operations with the RM and shall confirm the traffic accommodation requirements in advance of commencing work.

Notwithstanding the above, the Contractor remains responsible for conducting the Work in a safe manner and in accordance with all applicable traffic safety regulations.

## 6.6 Road Standards

Top Treatment Width	=	9.0 m
Surface Strengthening Application	=	50 mm thickness of Gravel supplied and placed by RM *200 mm depth of calcium chloride and magnesium hydroxide at an application rate of 8 L/m <sup>2</sup> ; or *300 mm depth of calcium chloride and magnesium hydroxide at an application rate of 12 L/m <sup>2</sup> .

**\* The standard treatment shall be 200mm depth at an application rate of 8 L/m<sup>2</sup>. A proof roll will be conducted prior to application of the chemical stabilizing agent to confirm the required treatment. Based on the proof roll results, portions of the roadway may be designated for treatment at 300 mm depth with an application rate of 12 L/m<sup>2</sup>.**

## 6.7 Truck Haul and Haul Roads

The Contractor shall be responsible for Road Maintenance Agreements, Capital Road Loss Payments and dust control on all the commodity haul roads used in this Contract. **The Contractor shall be responsible for dust control adjacent to all occupied dwellings and businesses along all commodity haul roads.** These items will not be paid for directly, but shall be considered a subsidiary obligation of the Contractor under the unit bid prices of this Contract.

The Contractor shall obtain approvals for haul roads from all affected Municipalities, including the RM of Frenchman Butte No. 501, for any municipal haul roads to be used under this Contract.

The Contractor will supply the Consultant with copies of all Road Maintenance Agreements from affected Municipalities prior to the commencement of haul.

The Contractor will supply the Consultant with copies of all haul road clearances from affected Municipalities upon completion of haul.

Trucks shall proceed ahead, after dumping, in the normal direction of traffic flow, to the nearest approach to turn around.

The Contractor will be responsible for all costs associated with the municipal roads to be used under this Contract including, but not limited to, the cost of the road maintenance, restoration, shortening of the lifetime (capital road loss) of the municipal roads, and the cost to provide dust control.

All mitigating measures required by the regulatory agencies will not be paid for directly, but will be considered as a subsidiary obligation of the Contractor under this Contract except where otherwise identified for separate payment under this Contract.

Primary weights are permitted on roads within the jurisdiction of the Rural Municipality of Frenchman Butte No. 501.

## 6.8 Final Inspection

The Contractor must make arrangements with the Consultant, minimum of 48 hours' notice, to have the final inspection of the entire work area (i.e. when all payable items under the Contract are deemed complete) before all their equipment is removed from the site. No extra payment will be made if equipment has to be returned to the site to complete outstanding items or address deficiencies of Work that become evident at the time of final inspection.

## 6.9 Quality Control and Quality Assurance

The Contractor shall be fully responsible, at all times, for the Quality of the Work and shall ensure compliance of the Work with the Standard Specifications and the Plans. Where applicable, Saskatchewan Ministry of Highways and Infrastructure Standard Test Procedures shall be followed (<https://publications.saskatchewan.ca/#/categories/5130>).

The Contractor shall be fully responsible to provide a tandem axle dual wheeled truck, loaded to a minimum of 14,500kg on the rear axles with tires inflated to a minimum of 620 kPa at their entire cost for proof rolling surfaces as directed by the Consultant. Proof rolling will be given consideration by the Consultant as an indication of the level of compaction being achieved by the Contractor. Such proof rolling tests shall be considered as being supplemental and not in lieu of other testing procedures being carried out, however, where such proof rolling test identifies weak areas, the Contractor may be required to increase the application rate of the calcium chloride and magnesium hydroxide chemical stabilizing agent as outline in Section 6.6 Road Standards. No extra payment will be made to the Contractor for conducting a proof roll test. **QA testing shall include proof roll testing.**

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

## 6.10 Survey & Layout

The Consultant will provide one (1) set of hub line stakes placed on the side slope, 1 m from edge of road shoulder, at an increment of 50m. Stakes that must be reestablished due to damage caused by Contractor operations, shall be replaced at the Contractor's expense. The Contractor will be responsible for all other intermediate staking required. If additional staking, other than identified above is required by the Contractor and to be supplied by the Consultant, the Contractor will be back charged at the survey crew standard charge rates and those costs will be deducted from the Contract progress payments.

The Consultant will establish bench marks and control points for the Work and will be responsible for their accuracy. The Consultant shall, as may be required, provide a base line, temporary bench marks and construction stakes as outlined above for use by the Contractor in executing the Work.

The Contractor shall provide sufficient advance notice to the Consultant of their requirement for construction survey stakes. Such advance notice shall be a minimum of forty-eight (48) hours unless mutually agreed upon otherwise by the Contractor and the Consultant.

The Contractor shall, before commencing with the Work, satisfy itself as to the meaning and correctness of all stakes and the instructions provided by the Consultant. Should the Contractor find a discrepancy between the Plans and the construction survey stakes provided by the Consultant, it shall immediately notify the Consultant for interpretation and instruction as no claims shall be considered for any allowance based on alleged inaccuracies, failure to read reference points correctly, or failure to interpret instructions correctly.

The Contractor shall exercise due diligence in preserving and protecting all bench marks, control points and survey stakes established by the Consultant for its use in executing the Work. In the case of wilful or careless destruction of the bench marks, control points and survey stakes, the Contractor shall be fully responsible for the costs of re-establishing such survey control.

The Contractor shall, at all times, safeguard all survey control markers, statutory iron pins, and lot corner posts/pins and shall be fully responsible, at its entire cost, for re-establishing all survey control markers, statutory iron pins, and lot corner posts/pins removed without authorization from the Consultant.

### **6.11 Watering**

The Contractor shall furnish the source of water including obtaining all permits, approvals, etc.

The water shall be free from undesirable quantities of organic matter and mineral salts. The quality will be subject to the approval of the Owner.

Watering equipment shall consist of water-tight tanks mounted on adequately powered trucks. The water shall be applied through a spray bar of such design as to provide a uniform unbroken spread of water the full width of the spray bar. A suitable device for positive shut off of the spray shall be so located as to permit control from the cab.

Water shall be distributed only if equipment is available to mix the materials or when the compaction operation is in progress.

Payment for the supply, loading and placing water will be considered incidental to the Work and shall be a subsidiary obligation of the Contractor to the Contract.

### **6.12 Owner Supplied Products and Work**

#### **6.12.1 Gravel**

Prior to the application of calcium chloride and magnesium hydroxide chemical stabilization treatment, the Owner shall supply and place approximately 50 mm depth of gravel uniformly across the roadway surface.

#### **6.12.2 Grading and Compaction**

Following the Contractor's application, injection, and roto-mixing of the chemical stabilizing agent to achieve a uniform stabilized layer, the Owner shall complete all grading and compaction of the treated materials.

#### **6.12.3 Traffic Accommodation**

Traffic accommodation will be provided by the RM for the duration of the Work, including the provision of flaggers as required.

The Contractor shall coordinate their operations with the RM to ensure that appropriate traffic control measures, including flagging, are in place prior to commencing Work and as the Work progresses.

The Contractor shall carry out the Work in accordance with the traffic accommodation measures in place and shall not proceed with operations where adequate traffic control is not established.

The Contractor remains responsible for conducting the Work in a safe manner and in compliance with all applicable safety regulations.

### **6.13 Utilities**

Buried utilities that may be present within the work area have not been identified.

The Contractor shall complete a Saskatchewan First Call prior to commencing work, and shall ensure that all utilities, whether shown on the Plans or not, that may interfere with construction are identified and marked.

- The Contractor shall be fully responsible for locating and exposing all existing underground utilities as may be required to complete the work, and prior to Work commencing.
- The Owner will make available to the Contractor whatever underground utility information that it may possess but such service will not relieve the Contractor of its responsibilities.
- The Contractor shall be fully responsible for notifying utility companies as required according to the conditions stated in applicable agreements.
- The Contractor shall ensure that all of its employees are made aware of the location of any underground utilities and the importance of avoiding damage to them. The Contractor shall ensure all instructions issued by the Consultant for the preservation of any utilities are carefully observed by the Contractor's employees.
- The Contractor shall preserve and protect all utilities. The Contractor shall assume full responsibility for reimbursing the Owner for any damage, caused by its operations, to such properties.
- The Contractor shall not hinder, or interfere with, any persons engaged in protecting or moving utility properties in the operation of the utility. No adjustment in unit prices shall be allowed because of delay or interference caused by such work.

### **6.14 Improvements of Approaches and Intersection Treatments**

#### **6.14.1 Approaches**

Approaches that require surface strengthening treatment will be designated by the Owner, through the Consultant, in advance of the treatment application. All approaches that will be treated shall receive treatment to the property line with an application rate matching the adjacent road treatment.

The following approaches are tentatively designated for treatment:

- Station 3+800 (NE20 53-26-W3)
- Station 4+780 (SE20 53-26-W3)

Additional approaches may be designated for improvement at the direction of the Consultant.

Payment for approach treatment will be in accordance with the measurement and payment terms and unit price bid for the commodities used in for the approach.

#### **6.14.2 Intersection Treatments**

All municipal road intersections shall receive treatment to the property line. Application rate for the intersecting roads shall match the adjacent road treatment.

Payment for intersection treatment will be in accordance with the measurement and payment terms and unit price bid for the commodities used for the intersection.

### **6.15 Required versus Alternate Work Quantities**

Estimated quantities for Work which is required to be completed under this Contract are provided in Section 3.2.1 Unit Prices Schedule "A". Estimated quantities for alternate Work are provided in Section 3.2.2 Unit Prices Schedule "B" – Alternate Work Quantities and Unit Prices (if applicable). The alternate Work Quantities may be substituted for the similar unit price items in Schedule "A" at the discretion of the Owner and or Consultant, at which time the alternate Work unit rate will govern and be the basis upon which applicable work will be paid. The Consultant will notify the Contractor in writing of alternate Work which will be requested of the Contractor.

### **6.16 Reject Sand for Inclement Weather**

During periods of inclement weather, the Contractor shall suspend operations where continued work would result in deterioration of the stabilized material or subgrade. Work shall not resume until conditions are suitable to proceed, as determined by the Consultant.

In the event that the stabilized surface becomes excessively wet or unstable due to rainfall, the Owner, at their discretion, may place reject sand on the surface to restore a stable running surface.

The Contractor shall coordinate with the Owner and shall not proceed with further work in affected areas until acceptable surface conditions have been re-established.

### **6.17 Protection of the Road Surface**

The Contractor shall be fully responsible to protect the road surface and road embankment throughout the duration of Construction. Use of loaded construction equipment on the road surface causing subgrade failures will not be permitted under this Contract. Measures to mitigate damage from Contractor operation must be taken where practical including, but not limited to, limiting the volume of loaded construction equipment on the road surface and embankment haul routes. Damage to the road surface and embankment that is deemed to be caused by Contractor operation shall be repaired at the Contractor's sole expense.



# **STANDARD SPECIFICATIONS**



## **7.0 STANDARD SPECIFICATIONS**

List of standard specifications:

### **7.1 Division 00 - Contract**

- Section 00 87 00 Mobilization

### **7.2 Division 01 – General**

- Section 01 18 00 Completion Date and Liquidated Damages

### **7.3 Division 31 – Earthworks**

- Section 31 22 16.03 Calcium Chloride / Magnesium Hydroxide Surface Strengthening

## 1.0 GENERAL

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### 1.1 Description

This Specification describes the terms and conditions for the mobilization to the Project site.

## 2.0 MATERIALS

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N/A

## 3.0 EXECUTION

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The Contractor shall do the necessary preparatory work and operations, including but not limited to, those required for the movement of personnel, equipment, supplies, and incidentals to the Project site.

## 4.0 MEASUREMENT AND PAYMENT

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Payment for Mobilization will be at the contract lump sum price. Partial payments for Mobilization will be made as follows:

- a. When 5.0% or more of the Total Amount of Bid (excluding Site Occupancy) is earned, 25.0% of the amount bid for Mobilization will be paid.
- b. When 25.0% or more of the Total Amount of Bid (excluding Site Occupancy) is earned, an additional 25.0% of the amount bid for Mobilization will be paid.
- c. When 50.0% or more of the Total Amount of Bid (excluding Site Occupancy) is earned, the remaining 50.0% of the amount bid for Mobilization will be paid.
- d. For the purpose of the above partial payments, the amount earned for lump sum Contract Items, including Mobilization, will be the amount paid for that item on the previous progressive estimate. The Contractor shall do the necessary preparatory work and operations, including but not limited to, those required for the movement of personnel, equipment, supplies, and incidentals to the project site. Payment for Mobilization will be at the contract lump sum price.

## 1.0 GENERAL

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### 1.1 Description

The Contractor shall complete the Work in its entirety by the date stated in Section 2.9 Commencement & Completion of the Work, and Section 4.0 Contract Agreement.

### 1.2 Construction Completion

The Consultant will provide a Construction Completion Certificate once it is achieved. In order to achieve Construction Completion, the Work, except those items identified in the Special Provisions (if any), shall be fully available to be made open to the public, and all payable items under the Contract shall be completed.

Construction Completion will not be given if any defects or deficiencies are outstanding.

### 1.3 Final Completion

The Consultant will provide a Final Completion Certificate once it is achieved after expiry of the warranty period.

### 1.4 Liquidated Damages

If the Contractor fails to achieve Construction Completion by the Contract Completion Date, the Contractor acknowledges that the Owner will sustain damages. The Contractor shall pay to the Owner Liquidated Damages in the amount(s) specified in the Special Provisions for each day following the Contract Completion Date, up to and including the Contract Completion date.

The Contractor and the Owner agree that the Liquidated Damages are not a penalty.

In addition to daily Liquidated Damages, lump sum Liquidated Damages will be assessed if work is carried over past March 31 each year and the Contractor fails to achieve the following:

- a. Construction Completion by the Contract Completion Date, and/or;
- b. Completion by the date specified in a particular phase (if any).

The Owner may recover Liquidated Damages by deducting the amount thereof out of any monies which may be due or become due to the Contractor or by an action at law against the Contractor or its surety or by any other lawful means or by any combination of these methods.

Permitting the Contractor to continue and finish the Work, or any part of it, after the Contract Completion Date(s), will not operate as a waiver by the Owner of any of its rights under the Contract.

Neither by declaring the Contractor to be in default pursuant to the General Provisions of the Contract nor by taking over the Work shall the Owner forfeit the right to recover Liquidated Damages from the Contractor or its surety for failure to complete the Work within the Contract Completion Date(s).

Assessment of daily Liquidated Damages will be suspended between:

- the later of October 15 or the actual day the Contractor ceases operations during any year and,
- the earlier of May 16 or the actual day the Contractor recommences operations on the road during the following year.

## **2.0 MATERIALS**

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N/A

## **3.0 EXECUTION**

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N/A

## **4.0 MEASUREMENT AND PAYMENT**

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N/A

## **1.0 GENERAL**

### **1.1 Description**

This Section covers the supply and application of calcium chloride / magnesium hydroxide solution into surface soils using injection method, roto-mixing, and compaction to produce a uniform stabilized layer to the specified depth.

## **2.0 MATERIALS**

The Contractor shall supply the calcium chloride / magnesium hydroxide solution. The solution shall be suitable for soil stabilization and applied at the rates specified in the Special Provisions and as directed by the Consultant.

## **3.0 EXECUTION**

Prior to application, the Contractor shall perform a proof roll in the presence of the Consultant. The Consultant will determine the required treatment depth and application rate based on the proof roll results.

The Contractor shall carry out all work in accordance with the Special Provisions and as directed by the Consultant.

The calcium chloride / magnesium hydroxide shall be applied using an injection method and roto-mixed to the specified depth to achieve a uniform stabilized layer.

Where compaction is specified to be completed by the Contractor, the stabilized material shall be bladed to a uniform surface and compacted in lifts not exceeding 150 mm depth.

The completed stabilized layer shall be subject to visual inspection and depth verification by the Consultant.

## **4.0 MEASUREMENT AND PAYMENT**

Calcium Chloride / Magnesium Hydroxide, Supply and Application, In Place will be measured in square meters for the specified treatment depth. Measurement will be based on the specified treatment surface width (**9.0 m**) multiplied by the length of roadway treated to the full specified depth, as confirmed by the Consultant.

Payment for Calcium Chloride / Magnesium Hydroxide, Supply and Application, In Place will be made at the unit price bid per square meter for the specified depth. The unit price shall be full compensation for supplying the stabilization material, injection and application of the product, roto-mixing to the specified depth, and all labour, equipment, and incidentals necessary to complete the work.



# **PLANS AND DRAWINGS**



## **8.0 PLANS AND DRAWINGS**

The plans herewith are incorporated as a part of the Standard Specifications.

### **8.1 Project Specific Plans and Drawings**

- 26MU-728200, Figure #1, Location Plan, 2026-04-20
- 26MU-728200, Figure #2, Typical Cross Section, 2026-04-20

Basemap Source: Information Services Corporation, Saskatchewan Surface Cadastral Dataset.  
Reproduced with the Permission of Information Services Corporation.

P: \Municipal\26MU-728200 RME RR3264 Surface Strength\400-Drawings\Figures\26MU-728200 - Figure 2.1 - Location Plan.dwg Layout: 8.5x11 Page Last Saved: Apr 20, 2026 - 3:51 PM Plotted: Mon



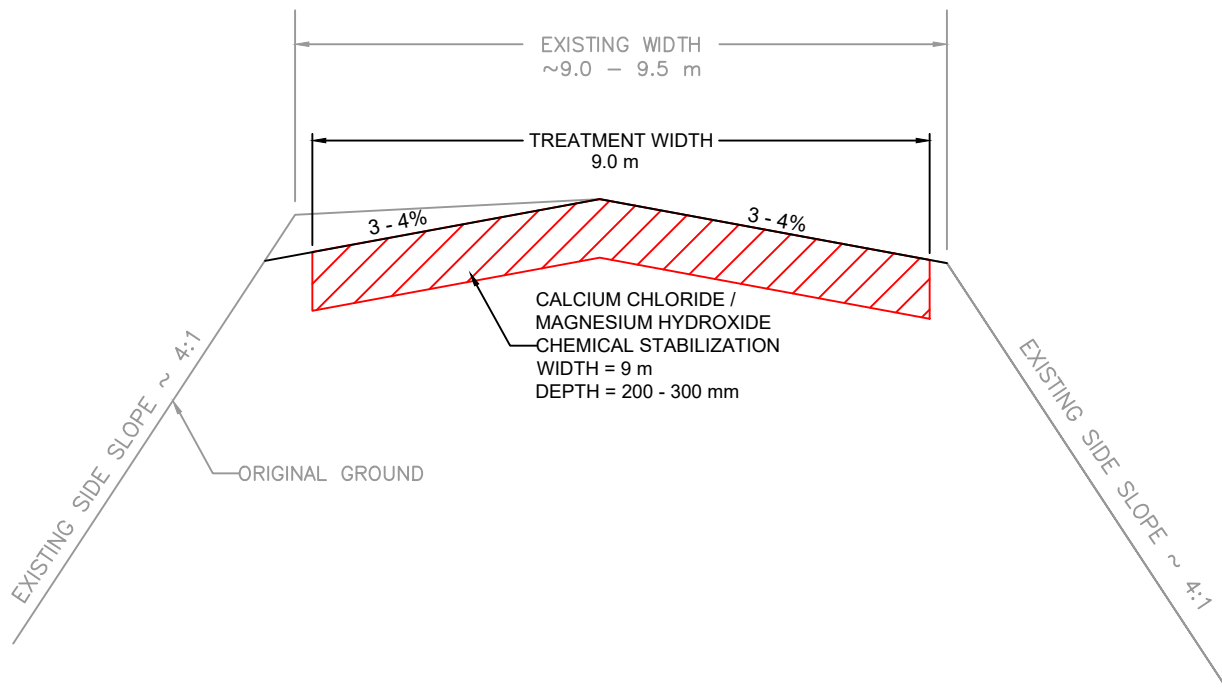
**A** RR 3264 LOCATION PLAN  
 Scales: NTS

Drawn by:	SWS
Project No.:	26MU-728200
Date:	2026-04-20

**RR3264 Surface Strengthening**  
 Location Plan  
 RM of Frenchman Butte No. 501, SK

FIGURE #:	1
Scale:	NTS
Revision:	1

P: \Municipal\26MU-728200 RMF RR3264 Surface Strengthening\400-Drawings\Figures\26MU-728200 - Figure 2 - TYPICAL CROSS SECTION.dwg Layout: 8.5x11 Page Last Saved: Apr 21, 2026 - 1:31 PM Plotted



**A** TYPICAL CROSS SECTION  
 Scales: NTS



Drawn by: SWS  
 Project No.: 26MU-728200  
 Date: 2026-04-20

**RR3264 Surface Strengthening**  
 Typical Cross Section  
 RM of Frenchman Butte No. 501, SK

FIGURE #: 2  
 Scale: NTS  
 Revision: 1



# **GEOTECHNICAL**



## **9.0 GEOTECHNICAL**

The Geotechnical information listed below forms an integral part of the Contract Documents:

- Not Applicable



# **PERMITS AND CROSSING AGREEMENTS**



## **10.0 PERMITS AND CROSSING AGREEMENTS**

The Permits and Crossing Agreements listed below forms an integral part of the Contract Documents:

- Not Applicable



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