

RM of Frenchman Butte New Office Building

Tender Document

Invitation to Tender

RM of Frenchman Butte

June 17, 2024 | BAR Project No. 23MU-578600

RM of Frenchman Butte | Box 180 Paradise Hill, SK S0M 2G0

INVITATION TO TENDER

Sealed Tenders Marked: **RM of Frenchman Butte
New Office Building**

Will be received until **2:00 P.M.**, local time, **Friday, July 5th, 2024.**

Electronically at: **BAR Engineering Co. Ltd.
Whit.saretsky@bareng.ca
780.875.1683**

The Work generally consists of the construction of a new 21.3m x 24.4m office building for the RM of Frenchman Butte.

A **MANDATORY** pre-tender site meeting will take place on **Tuesday, June 25th, 2024 @ 1:00 pm.** Tenders submitted by bidders that do not attend the mandatory site visit will not be accepted. The location of the meeting will be at the construction site which is located at the RM of Frenchman Butte Office just east of Paradise Hill at Junction of Highway 3 and Highway 21 North.

The Tender submission must be accompanied by a **Certificate of Recognition or copy of the Bidder's safety program and policy** as described in the "Instructions to Bidders"

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

For more information, please contact BAR Engineering Co. Ltd., Buildings Division, **Whit Saretsky** at (780) 875-1683.

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1.0 SCOPE OF WORK

The Work generally consists of the construction of a new 21.3m x 24.4m office building located at the RM of Frenchman Butte's current office and maintenance facilities.

Briefly the work will include installing driven steel piles, concrete grade beam formation, concrete flat work, wall framing, wood roof trusses and plywood sheathing, Installation of windows and doors, installation of interior and exterior finishes, millwork, electrical installations, supply and install of new emergency generator, mechanical installations, utility services including gas, water and sewer, related site work and finish grading.

1.1 General

- Submission of Shop drawings, Operation & Maintenance manuals, as-built drawings, and training of Owner's personnel in the maintenance and operation of the new building's systems.
- Co-ordination of all sub-contractors.
- Coordinate with Owner staff and administration to minimize interruption to ongoing operations. Contractor to provide all temporary power and lighting as required for completion of the construction.
- Secure and pay for all fees and permits as required by the Authorities Having Jurisdiction, including any permits required to complete the work.
- Mobilization and demobilization costs.
- Provide own secure on-site storage for all materials and equipment. Materials, equipment, and tools shall not be left unattended. The Owner shall not be held responsible for the loss or damage of unattended or unsecured items.
- Contractor is responsible for site cleanliness, including progressive cleaning.
- 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, Technical Specifications and other Terms and Conditions outlined in this Contract.

2.0 INSTRUCTIONS TO BIDDERS

2.1 General

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

2.2 Delivery of Tenders

Each Tender must be submitted electronically to the following email address with the subject line containing the following: **RM of Frenchman Butte – New Office Building**

Whit.Saretsky@bareng.ca

Electronic submission of Tenders will be received electronically until **2:00 P.M.**, local time, **Friday July 5th, 2024**. No Tender received after this time will be considered. The Owner and Consultant cannot guarantee confidentiality of any emailed notice and the Bidder assumes all risks associated with this form of communication.

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

Tender closing date and time

Bidder's Name and Address

Tenders submitted 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.

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

2.3 Pre-Tender Meeting

There will be a **MANDATORY** pre-tender site visit to provide bidders with the opportunity to review the existing and site conditions:

- **Main Entrance of RM of Frenchman Butte Office:**
Tuesday, June 25th, 2024 @ 1:00pm

2.4 Preparation of Lump Sum Price Schedules

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

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

The Bidder's prices shall be completed on the Tender Forms provided. An accurate and balanced breakdown of the lump sum price must be submitted in Schedule "A" – Lump Sum Price Breakdown of

Section 3.0 Tender Forms. Work required, but not specifically mentioned, is to be included in the item to which it is most likely associated. If there is a discrepancy between the lump sum price and the extended bid amount, the lump sum price will be deemed to represent the intention of the Bidder.

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

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

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

2.5 Tender Deposit

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

RM of Frenchman Butte
¼ Mile North of Junction of Highway 3 and Highway 21 North, Just east of Paradise Hill
Saskatchewan.

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

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

2.6 Consent of Surety

The Contractor shall, with their Tender submission, submit a "**Consent of Surety**" from a Surety Company licensed to do business in the Province of 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.

In the event that the Bidder should decide to provide an alternate form of Security (Guarantee) Bonding, as described in Clause 5.3 of the General Conditions, the Bidder shall submit a Letter with their Tender duly signed by the Bidder, stating the alternate form of Security (Guarantee) Bonding being provided. The Bidder shall also acknowledge that such alternate form of Security (Guarantee) Bonding will remain in place for the duration of the Contract, including the warranty (Guarantee) period.

2.7 Contractor's Insurance

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

2.8 Certificate of Recognition

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

2.9 Worker's Compensation Board

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

2.10 Commencement and 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. Submissions that meet the Owner's desired completion date will be scored the highest.

Project Commencement Date: To be provided by the Contractor

Desired Project Completion Date: June 30, 2025

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

If awarded the Contract, the Completion Date of the Contract shall be as stated in the Bidder's schedule submitted with their bid.

2.11 Permits and Licenses

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

Copies of all permits are to be provided to the Owner and Consultant.

2.12 Acceptability of Tenders

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

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

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

Tenders in which prices are obviously unbalanced may be rejected.

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

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

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

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

2.13 Evaluation Criteria

Ranking of the Quotation submissions will be done on a point system as outlined below.

Evaluation Criteria	Weighting (Points)
	Maximum
COR, WCB Clearance Letter, Proof of Insurance, and Consent of Surety, Deposit.	5
Projected Timeline	20
Manpower and Equipment Rates	10
Experience and Relevant Past Projects	20
Fee	45
Total	100

Each Bidder will be evaluated on the projects listed in the Tender Forms of similar or larger scope, and similar type of work will receive a higher score. The Owner(s) must express satisfaction with the quality of Work, capacity to complete the Work, efficient use of time and professional conduct of the Bidder.

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

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

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

2.14 Withdrawal of Tender

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

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

2.15 Modification of Tender

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

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

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

2.16 Award of Contract

The Tender shall be open for acceptance by the Owner for up to **sixty (60) days** after its receipt by the Consultant. By the act of submitting their Tender, the Contractor waives any right to contest in any legal proceedings or action the right of the Owner to award the Work to whomever it chooses and for whatever reason the Owner deems appropriate.

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

The successful Contractor will enter into a contract agreement with the Owner in the form of a CCDC 2 – 2020 Stipulated Price Contract.

2.17 Omissions or Discrepancies

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

1. Contract Agreement
2. Special Provisions
3. General Conditions
4. Contract Drawings
5. Technical Specifications
6. Standard Detail Drawings
7. Tender Forms

8. Instructions to Bidders
9. Invitation to Tender
10. All other Documents or Writings

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

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

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

Phone: (780) 875-1683
Fax: (780) 875-2728
Email: whit.saretsky@bareng.ca
Attention: **Whit Saretsky**

2.18 Addenda

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

Close of Questions: June 28th, 2024

Final Issue of Addenda: July 3rd, 2024

2.19 Lump Sum Prices to Include

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

3.0 TENDER FORMS

FOR: **RM of Frenchman Butte**

PROJECT NAME: **New Office Building**

3.1 Tender Agreement

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

We further agree that if our offer is accepted, we will submit the required Proof of Insurance coverage within fourteen (14) days of the issuance of the Notice of Award.

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

Enclosed with our submission is the following documentation:

- Schedule "A" Lump Sum Price Breakdown
- Schedule "B" Acknowledgement of Addenda Received
- Schedule "C" List of Supervisory Personnel
- Schedule "D" List of Materials, Suppliers and Subcontractors
- Schedule "E" List of Equipment
- Schedule "F" Experience in Similar Work Completed
- Schedule "G" Preliminary Construction Schedule
- Force Account Rates
- Certificate of Recognition

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

(Contractor)

(Contractor's Signature)

(Contractor Address)

(Witness or Seal)

3.2 Schedule "A" – Lump Sum Price Breakdown

The following is our stipulated lump sum bid price, exclusive of GST, payable by the Owner, for the cost of work as outlined.

1.1	Lump Sum Construction of New Office Building	\$ _____
	Tender Amount	\$ _____
	GST @ 5%	\$ _____
	PST @ 6%	\$ _____
	Total Amount	\$ _____

3.3 Schedule "B" – Acknowledgement of Addenda Received

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

#1 _____

#2 _____

#3 _____

#4 _____

(Contractor's Signature)

(Date)

(Name of Contractor)

3.4 Schedule "C" – List of Supervisory Personnel

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

Name	Position	Experience

3.5 Schedule “D” – List of Material Suppliers and Subcontractors

The following Material 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 through a request made in writing by the Contractor.

Subcontractor	Address	Type of Work / Materials Supplied

3.7 Schedule "F" – Experience in Similar Work Completed

The following is a list of the Bidder's experience in performing work of a similar nature to the Work being tendered by the Owner. The projects referenced must demonstrate the ability of the Contractor to work within a similar environment where limiting interruption to business and residents is a priority and the ability to successfully liaise with residents and affected stakeholders is critical.

1. Project Title: _____

Location: _____

Work Description: _____

Date Complete: _____ Value of Contract: \$_____

Project Owner: _____

Contact Name: _____ Phone Number: _____

Architect / Engineer: _____

Contact Name: _____ Phone Number: _____

Key Personnel and Subcontractors: _____

2. Project Title: _____

Location: _____

Work Description: _____

Date Complete: _____ Value of Contract: \$_____

Project Owner: _____

Contact Name: _____ Phone Number: _____

Architect / Engineer: _____

Contact Name: _____ Phone Number: _____

Key Personnel and Subcontractors: _____

3. Project Title: _____

Location: _____

Work Description: _____

Date Complete: _____ Value of Contract: \$ _____

Project Owner: _____

Contact Name: _____ Phone Number: _____

Architect / Engineer: _____

Contact Name: _____ Phone Number: _____

Key Personnel and Subcontractors: _____

4. Project Title: _____

Location: _____

Work Description: _____

Date Complete: _____ Value of Contract: \$ _____

Project Owner: _____

Contact Name: _____ Phone Number: _____

Architect / Engineer: _____

Contact Name: _____ Phone Number: _____

Key Personnel and Subcontractors: _____

3.9 Force Account Rates

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

- Labour

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

- Equipment

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

- Subcontract Work

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

- Materials

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

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

4.0 CONTRACT AGREEMENT

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

5.0 GENERAL CONDITIONS

5.1 Local Conditions

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

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

5.2 Supplementary Drawings/Shop Drawings

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

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

5.3 Security (Guarantee) Bonds

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

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

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

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

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

5.4 Contractor's insurance

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

a) General Liability Insurance

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

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

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

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

c) Course of Construction Insurance

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

d) Contractors' Equipment Insurance

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

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

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

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

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

5.5 Notice to Proceed

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

5.6 Contract Documents at the Work Site

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

5.7 Assignment of the Contract

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

5.8 Environmental Management

5.8.1 Environmental Legislation, Regulations, Approvals, and Permits

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

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

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

5.8.2 Disposal of Waste Material

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

5.8.3 Clean-up, Removal, and Disposal of Excess or Waster Material

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

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

5.9 Easements and Rights-of-Way

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

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

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

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

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

5.10 Payments by the Owner and Holdback

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

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

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

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

If, because of climatic or other conditions reasonably beyond the control of the Contractor, there are items of work that cannot be performed, payment in full for that portion of the Work which has been performed as certified by the Consultant shall not be withheld or delayed by the Owner on account

thereof, but the Owner may withhold, until the remaining portion of the Work is finished, only such an amount that the Consultant determines is sufficient and reasonable to cover the cost of performing the remaining work.

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

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

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

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

6.0 SPECIAL PROVISIONS

6.1 General

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

6.2 Provisional Items

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

6.3 Quality Control and Quality Assurance

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

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

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

6.4 Applications for Payment

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

The breakdown of the schedule of values shall include at a minimum but not limited to the following:

Division 1 – General Requirements

- General Requirements
- Mobilization
- Bonds and Insurance
- Building Site/Layout
- Cleaning

Division 2 – Site Construction and Demolition

- Earthwork and Site Preparation
- Piling
- Site Services

Division 3 - Concrete

- Concrete formwork
- Reinforcing Steel
- Concrete

Division 5 – Metals

Structural Steel
Miscellaneous Metals

Division 6 – Woods and Plastics

Rough Carpentry
Millwork

Division 7 – Thermal and Moisture Protection

Damproofing and Vapour Barrier
Insulation
Siding
Roofing
Sealants/Firestopping

Division 8 – Doors and Windows

Metal Doors
Wood Doors
Finish Hardware

Division 9 - Finishes

Drywall
Ceilings
Flooring

Division 10 - Specialities

Washroom Accessories
Operable Partitions

Division 22-25

Plumbing Services, Process and Fixtures
HVAC Equipment and Distribution
Controls
Testing, Adjusting and Balancing
Additional Mechanical items not listed

Division 26-27 Electrical

Electrical Service and Distribution
Branch Power and Wiring Devices
Lighting and Lighting Controls
Emergency Lighting and Exit Signs
Structured Wiring
Mechanical Equipment Provisions
Emergency Power Supply System

Miscellaneous Items

Cost of all other items of work not itemized above

6.5 Time of Contract Completion

Commencing **Date to be Provided by Contractor**, for each consecutive calendar day in excess of the time specified for the completion of the Work, as outlined in CCDC Contract Agreement, the Contractor shall pay the Owner, or have withheld from moneys due to the Contractor, the sum of **\$500 per day**.

Such sums are liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delays occurs. These liquidated damages are in addition to any other rights the Owner may have and are in no way exclusive.

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

No bonus will be allowed by the Owner for the completion of the Work earlier than the Completion Date as stated in the Contract Agreement.

6.6 Landfill Charges

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

6.7 Laydown Areas

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

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

6.8 As-built Drawing and Operation and Maintenance Manuals

The Contractor will be responsible for submittal of a complete "red line" as-built drawing set with mark ups directly on original drawings, to the consultant upon completion of the work. The Contractor will provide complete operation and maintenance manuals for all electric, mechanical and operable equipment installed.

7.0 PLANS AND SPECIFICATIONS

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

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

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

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

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