



INSTRUCTIONS TO BIDDERS
April 29, 2021

**FOR 2021 REPAIR AND REPLACEMENT OF SIDEWALKS,
CURBS AND GUTTERS**

**CITY OF MOOSE JAW
SASKATCHEWAN**

CLOSING DATE:
May 17, 2021 at 2:00 p.m. (Central Standard Time)

INTRODUCTION

1. The City of Moose Jaw (the "Owner") seeks Bids from general contractors to perform work to complete the **2021 Repair and Replacement of Sidewalks, Curbs and Gutters** in the City of Moose Jaw, Saskatchewan on a **unit price** basis in accordance with the Bid Documents listed below. Details regarding this project can be found in the Bid Documents.
2. The "Owner" is defined as the Consultant representing the City and/or the City of Moose Jaw.

SUBMISSION DEADLINE

3. One (1) electronic copy of the Bid should be submitted by email to engineerbids@moosejaw.ca by **2:00 p.m. (Central Standard Time), Monday, May 17, 2021** and in addition to the other requirements for submissions, meet the following:
 - (a) Subject Line to include: ATTN: Project Contact Name, Project Number, Project Name;
 - (b) Message Body to include: Respondent Name, Company, Contact Information, Brief Description of the Project;
 - (c) Submission Attachment: The submission must be in .pdf format with the Project Number and Bidder's name in the file name;
 - (d) The email must be smaller than 50 MB;
 - (e) And if multiple emails are required to transfer the submission, the first email must contain clear instructions on how the additional files integrate into one (1) document.

Submissions will be date and time stamped based on the date and time shown when the email is received. If multiple emails are required, the time of the final email will be used.

Facsimile submissions will not be accepted.

4. Any Bids received after the Bid submission deadline will not be opened or considered during the evaluation process.

CONTRACT/BID DOCUMENTS

5. The Contract Documents consist of the following:
 - (a) Contract, including:
 - (i) Agreement between the Owner and Contractor
 - (ii) Definitions
 - (iii) General Conditions

- (b) Supplementary Safety Conditions [**City of Moose Jaw Occupational Health & Safety Program**]
 - (c) Drawings
 - (d) Specifications
6. The Bid Documents consist of the following:
- (a) Instructions to Bidders
 - (b) Bid Form including the following Appendices:
 - (i) Appendix A – Contract Document Review
 - (ii) Appendix B – Unit Prices
 - (iii) Appendix C – Force Account Rates
 - (iv) Appendix D – Schedule
 - (v) Appendix E – Project Manager and Site Superintendent
 - (vi) Appendix F – Subcontractors
 - (vii) Appendix G – Conflict of Interest Disclosure
 - (viii) Appendix H – Contractor Qualification Statement CCDC 11
7. Upon receipt of Bid Documents and Contract Documents, Bidders should verify that documents are complete and that no documents, sections, forms or pages are missing.
8. The Owner expects that Bidders will review the Contract Documents in respect of the Work and will immediately notify the Consultant in writing of any error, omission, inconsistency or discrepancy in the Contract Documents which would impact the Contract Price or Contract Time.
9. The Bid Documents are provided to Bidders for the sole purpose of obtaining Bids for this project and do not confer any license or grant permission for any other use.

SITE MEETING

10. The Owner will hold a non-mandatory site walk-through on N/A, N/A at [**time**] **a.m./p.m. (Central Standard Time)**, Location: N/A Moose Jaw, Saskatchewan. Minutes from the meeting may, at the Owner's discretion, be posted on www.sasktenders.ca.

QUERIES/ADDENDA/SUBSTITUTIONS

11. Bidders may submit questions regarding the interpretation of the Contract/Bid Documents in writing to the City of Moose Jaw, Engineering Department, Attention: Rabindra Bhowmik, A.Sc.T., e-mail: rbhowmik@moosejaw.ca

12. Questions regarding the Contract/Bid Documents should be submitted not less than 5 working days before the Bid submission deadline. Replies may be in the form of addenda, a copy of which would be posted on www.moosejaw.ca and www.sasktenders.ca.
13. The Bidder should refrain from contacting other employees, consultants or members of Council of the Owner in respect of this procurement process, including for the purposes of lobbying or attempting to influence the outcome of this procurement process. Any such contact may, in the Owner's sole discretion, result in disqualification of the Bidder.
14. Where the Drawings or Specifications stipulate a particular product, material, equipment or construction method, requests for substitutions will be considered by the Consultant up to 5 days before the Bid submission deadline.
15. Requests for substitutions should be submitted to the Consultant in writing. Bidders are responsible for ensuring that requests for substitutions contain sufficient information for the Consultant to determine quality and performance equivalency and otherwise determine the acceptability of the requested substitution. Requests for substitutions should identify any and all changes required in the applicable work, and all changes to any other works, which would become necessary to accommodate the requested substitution.
16. If the Consultant is satisfied that the requested substitution will achieve similar results to the specified product, material, equipment or construction method, the Consultant may, at its option, issue a written addendum approving the substitution as an equal. All Bidders may then use that product, material, equipment, or construction method in place of the specified product, material, equipment, or construction method, and may prepare their Bids accordingly.
17. If the Consultant does not approve a particular requested substitution, Bidders should base their Bid price upon the product, material, equipment, or construction method specified in the Drawings or Specifications.
18. The Owner may make changes to the Contract Documents or the Bid Documents prior to the Bid submission deadline. Any changes will be in the form of written addenda which will be posted on www.moosejaw.ca and www.sasktenders.ca.
19. All addenda become part of the Contract Documents or the Bid Documents, as appropriate. Bidders are responsible for addressing all addenda in preparing Bids and should confirm, prior to submitting Bids, that all issued addenda have been received.

EXAMINATION OF THE SITE

20. The Bidder is responsible to obtain all necessary information regarding the worksite prior to preparing and submitting its Bid, including examining the location and making whatever inquiries and arrangements necessary for it to be satisfied as to the nature of the location and local conditions and all matters which may in any way affect the Work.

COMPLETION OF BIDS

Bid Form Completion

21. Bidders should complete the Bid Form, and all Appendices which are attached to the Bid Form, in their entirety and in accordance with these Instructions to Bidders and any directions in the Appendices.
22. The Bid Form should be executed by an authorized representative of the Bidder and meet the following criteria:
 - (a) The signature must be signed with an actual copy of the authorized representative's original signature, either digitally or scanned on the document; and
 - (b) Electronic corporate seals are not required. Bidders are welcome to seal the document with an ink or stamp corporate seal so long as it is clearly visible upon submission. Alternatively, if Bidders cannot stamp the Bid Form, a Bidder's authorized representative may declare authority to bind the Bidder in the Bid Form by checking off the box next to such declaration, as indicated on the Bid Form.

Schedule

23. The Owner requires Substantial Performance of the Work on **October 31, 2021** and requires the successful Bidder to achieve any milestones set out in Appendix D–Schedule.
24. As stated in the General Conditions, the Contract for this project establishes liquidated damages to be payable by the Contractor if, subject to excusable delays, Substantial Performance of the Work is not achieved by the required date.

Bidder Qualifications

25. Bidders should submit completed copies of CCDC 11 — Contractor Qualification Statement in accordance with the instructions in Appendix H and in form CCDC 11.

Safety

26. The Contract requires that the Contractor assume the role of prime contractor for the project for the purposes of *The Occupational Health and Safety (Prime Contractor) Regulations* (Saskatchewan).
27. Bids should be accompanied by a current clearance certificate from the Worker's Compensation Board of Saskatchewan for the Bidder.

Bid Security

28. Bids should be accompanied by a security deposit consisting of a properly executed electronic Bid Bond including electronic seal and electronic signature in form CCDC-220 (or other form approved by the Consultant) for 10% of the total Bid price stated in the Bid Form. Bid Bonds should be issued by a bonding company licensed in the Province of Saskatchewan to conduct the business of a surety.

Consent of Surety

29. Bids should be accompanied by an electronic Consent of Surety, licensed to conduct business in the Province of Saskatchewan as a surety, to provide an electronically sealed and electronically signed Performance Bond and Labour and Material Payment Bond, each in an amount of 50% of the total Bid price stated in the Bid Form.

Bid Submission

30. Bids should include the following, completed in accordance with these Instructions to Bidders:
- (a) one executed copy of the Bid Form;
 - (b) the Appendices to the Bid Form (completed in accordance with the instructions in the Appendices), schedule, and resumes of the Project Manager and Site Superintendent;
 - (c) Electronic Bid Security;
 - (d) Electronic Consent of Surety to provide the prescribed performance security;
 - (e) CCDC 11 — Contractor's Qualification Statement; and
 - (f) Worker's Compensation Board Clearance Certificate.
The above items should be submitted by email as outlined in the Submission Deadline section.
31. In Appendix G – Conflict of Interest Disclosure, Bidders should disclose any actual or potential conflicts of interest that may exist between the Bidder and its management, and the Owner, its members of Council and management, and the nature of such conflict of interest. The Owner's employees are ineligible to participate, directly or indirectly, with any Bidder.

Amendment/Withdrawal of Bid

32. Amendments to submitted Bids will be permitted if received in writing prior to the Bid submission deadline and if executed in the same manner as the original Bid.
33. Bidders may withdraw their Bids at any time prior to the deadline for submitting Bids by giving written notice to the Consultant, signed by the Bidder. Bidders that withdraw their Bids may resubmit a Bid in accordance with these Instructions to Bidders prior to the Bid submission deadline.

EVALUATION OF BIDS

34. Bids will be opened and evaluated in private. Bid results including Bidder's and Bid Price will be supplied to all Bidder's via email following the opening.
35. The Owner reserves the right, as part of its evaluation of Bids, to request that a Bidder provide the following additional information:

- (a) a CCDC 11 – Contractor’s Qualification Statement, with respect to any subcontractors;
 - (b) information pertaining to the Bidder's financial status, past projects, and present commitments, and
 - (c) such other information as the Owner might reasonably require.
36. In evaluating Bids, the Owner expects to select the Qualified Bidder with the lowest Bid price.
37. The Owner will determine who is a Qualified Bidder to complete the Work in its sole discretion, taking into account the following evaluation criteria:
 - (a) the qualifications and experience of the Bidder, its key personnel and the subcontractors in completing comparable projects (in terms of both complexity and value);
 - (b) the capacity (including the staffing, safety management, financial and bonding capacity) necessary to successfully and safely complete this project;
 - (c) the Bidder's capacity to complete the Work in accordance the Owner's schedule;
 - (d) the completeness of a Bidder's Bid submission; and
 - (e) such other criteria as the Owner considers relevant.
38. In determining the lowest Bid price from among the Qualified Bidders, the Owner expects to take into consideration any Stipulated Price, Unit Prices, Force Account Rates and Alternative Prices included in the Bid Form and Appendices and to select the Bid which provides the lowest combination of prices, as determined by the Owner in its sole discretion.
39. Qualifications will be evaluated primarily on the basis of the information provided in response to these Instructions to Bidders. In addition, in assessing the Bidder's qualifications, experience and capacity, the Owner may have regard to the following:
 - (a) clarifications and/or additional information that may be supplied pursuant to requests from the Owner;
 - (b) interviews and/or reference checks that may be conducted at the Owner's discretion;
 - (c) previous experience of the Owner and its Consultant in working with the Bidder, the key personnel, and/or the Bidder's subcontractors; and
 - (d) information received from any source the Owner considers reliable.
40. The Owner may, in its sole discretion, request clarification from a Bidder during the evaluation process. In responding to a request for clarification, the Bidder shall not revise, amend or otherwise alter its Bid.

41. The Owner may establish a short list of Bidders and may, at its discretion, conduct interviews with such short-listed Bidders in order to assess Bidder qualifications, experience and capacity.
42. The Owner intends to evaluate Bids in the manner and based on the criteria set forth in these Instructions to Bidders, and the lowest or any Bid will not necessarily be accepted.
43. The Owner may, in its sole discretion, retain for consideration Bids that are non-conforming because they fail to comply with these Instructions to Bidders with regard to content, form, submission process or any other matter. The Owner may waive any defects, informalities or irregularities in a Bid and accept a Bid which contains any such defects, irregularities or informalities.
44. The Owner may, in its sole discretion, between the opening of Bids and the award, if any, provide Bidders with an opportunity to correct any defects, informalities or irregularities in their Bid.

BID ACCEPTANCE

45. Bids must remain open for acceptance and be irrevocable for a period of 60 (sixty) calendar days after the Bid submission deadline.
46. The Consultant will notify the selected Bidder in writing that its Bid has been accepted. The Consultant will then prepare the Contract Documents based on the selected Bid, and will deliver the Contract Documents to the selected Bidder for execution. The effective date of the Contract Documents will be the date the selected Bidder is notified. The selected Bidder will be obligated to execute the Contract Documents and deliver the required performance security (if any) within 3 working days after receipt of the Contract Documents for execution. Failure to do so will result in the forfeiture of the selected Bidder's Bid Security. Retaining the Bid Security in such cases shall not constitute waiver of any additional rights and remedies that the Owner may have against the Bidder.
47. The Owner intends to notify all unsuccessful Bidders, by e-mail, promptly after execution of the Contract Documents. Unsuccessful Bidders may request a debriefing interview, to obtain feedback on their submission, within four weeks after receiving a notification letter.
48. The security deposits of unsuccessful Bidders will be returned as soon as possible after the selected Bidder executes the Contract Documents and provides the prescribed performance security. If no contract is awarded, all security deposits will be returned.
49. The security deposit of the successful Bidder will be returned after the Bidder has executed the Contract Documents and delivered the required performance security.

MISCELLANEOUS

50. If all qualified Bids (as determined by the Owner in its sole discretion) exceed the amount that the Owner has budgeted for this project or if the Owner otherwise determines, at its sole discretion, that not entering into a contract with any of the Bidders would be in its best interests, the Owner may:
 - (a) reject all Bids;

- (b) cancel this tender;
 - (c) issue a new tender or commence another procurement process, with or without adjusting the scope of work; and/or
 - (d) enter into negotiations with one or more qualified Bidders in order to obtain a lower price that is within the Owner's construction budget, with or without adjusting the scope of work.
51. The Bidder is expected to keep confidential all documents, data, information and other materials of the Owner which are provided to or obtained or accessed by the Bidder in relation to this project (which has not otherwise been made publicly available) and not make any public announcements or news releases regarding this project or the selection of a Bidder, without the prior written approval of the Owner.
52. Bidders are advised that as a city, the Owner is subject to the provisions of *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan), which provides a right of access to information in records under the control of a city. Bidders are advised that the Owner may be required to disclose the Bid Documents and a part or parts of any Bid in response to this tender pursuant to *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan).
53. Bidders are also advised that *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan) does provide protection for confidential and proprietary business information; however, proponents are strongly advised to consult their own legal advisors as to the appropriate way in which confidential or proprietary business information should be marked as such in their proposal in response to this tender. Bidders should identify any information in their proposals that they consider to be confidential or proprietary business information.
54. The Owner is not responsible for any costs incurred by the Bidders in preparing their Bid submission or otherwise in participating in this procurement.
55. The Bidder, by submitting a Bid, agrees that if the Owner breaches any of the duties, responsibilities or obligations owed to the Bidder as a result of the Bidder's participation in this procurement process, the Owner's maximum aggregate liability to the Bidder will be the reasonable costs actually incurred by the Bidder in preparing its Bid. The Bidder, by submitting the Bid, hereby waives any other claim, including, without limitation, any claim for any loss of profits, in the event the Bid is not selected by the Owner.
56. This procurement is subject to Canadian Free Trade Agreement.

BID FORM

Project Title and Location: 2021 Repair and Replacement of Sidewalks, Curbs, and Gutters City of Moose Jaw, Saskatchewan

Submitted To: City of Moose Jaw (the "Owner")

We, _____
(Company Name)

of _____
(Business Address)

having examined the Contract Documents, Bid Documents, Addenda No. __ to No. _____ (if any) inclusive, all as issued by the City, and having visited the project worksite; hereby offer to enter into a contract to perform the work required by such documents for the price(s) specified in the Appendices to this Bid Form.

Prices are quoted in Canadian funds and exclude Provincial Sales Tax (PST) and Goods and Services Tax (GST) in force at this date.

Appendices to Bid:

The following listed forms are attached to and form an integral part of this Bid:

- (i) Appendix A – Contract Document Review
- (ii) Appendix B – Unit Prices
- (iii) Appendix C - Force Account Rates
- (iv) Appendix D – Schedule
- (v) Appendix E – Project Manager and Site Superintendent
- (vi) Appendix F – Subcontractors
- (vii) Appendix G – Conflict of Interest Disclosure
- (viii) Appendix H – Contractor Qualification Statement - CCDC 11

Declarations:

We hereby declare that:

- (i) we agree to perform the Work in compliance with the required completion schedule stated in the Bid Documents and the Contract Documents identified in the Instructions to Bidders;
- (ii) no person, firm or corporation other than the undersigned has any interest in this Bid or in the proposed Contract for which this Bid is made;
- (iii) this Bid has been prepared without any collusion, comparison or arrangement with any other party that is submitting a Bid for this project;
- (iv) we are able to provide the insurance required by the Contract Documents; and
- (v) this Bid is open to acceptance for a period of sixty (60) days following the Submission Deadline specified in the Instructions to Bidders.

We agree that, if the Owner breaches any of the duties, responsibilities or obligations owed to us as a result of our participation in this procurement process, the Owner's maximum aggregate liability to us will be the reasonable costs actually incurred by us in preparing our Bid. We hereby waive any other claim, including, without limitation, any claim for any loss of profits, in the event that our Bid is not selected by the Owner.

We understand that the Owner may not necessarily accept the lowest or any bid submitted.

Signatures:

Signed and submitted for and on behalf of:

Company:

(Name & Phone #)

(Street Address or Postal Box Number)

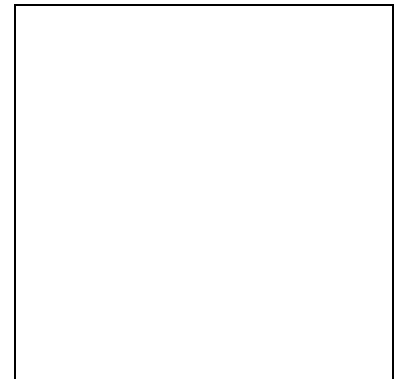
(City, Province and Postal Code)

Please check the boxes below if not sealing the Bid Form under Seal:

I am authorized by _____

(corporation name) to submit this Bid and bind the corporation without affixing the Corporate Seal.

I acknowledge that the Bid contained in this form becomes immediately binding upon submission.



SEAL

Signature: _____

Name & Title: _____
(Please Print)

Witness: _____
(Signature & Printed Name)

Date: at _____ this _____ day of _____, _____.
(location) (day) (month) (year)

Where legal jurisdiction or Owner requirement calls for proof of authority to execute this tender, proof of such authority in the form of a certified copy of a resolution naming the person or persons in question as authorized to sign this tender for on behalf of the corporation or partnership should be attached.

APPENDIX "A"

CONTRACT DOCUMENT REVIEW

Select the appropriate statement that applies to your review of the Contract Documents:

- We represent and warrant that we have carefully and diligently reviewed the Contract Documents and that we have not identified any error, omission, inconsistency, or discrepancy in the Contract Documents in respect of the Work, which would impact the Contract Price or Contract Time.

OR

- We represent and warrant that we have carefully and diligently reviewed the Contract Documents and that, except as noted below, we have not identified any error, omission, inconsistency, or discrepancy in the Contract Documents in respect of the Work, which would impact the Contract Price or Contract Time:

Date(s) of notice(s) to Owner:

Summary of error, inconsistency, omission and/or discrepancy noted:

Bidder Initials

APPENDIX "B"
UNIT PRICES

Enter Provincial Sales Tax (PST) and Goods & Services Tax (GST) in the space provided.

Item	Description	Specific Reference	Estimated Quantity	Unit	Unit Price \$	Amount \$
1	Remove existing base and replace by 150mm Granular Base material as per specification.	30, 31, 32, 33,34, 36, 37, 38, 39, 42	1265	Sq. m		
2	Remove and Replace Monolithic rolled/ standard sidewalk greater than 50m2 (>50m2)	31, 41, 45, 46	0	Sq. m		
3	Remove and Replace Monolithic rolled/ standard sidewalk less than 50m2 (<50m2)	31, 41, 45, 46	845	Sq. m		
4	Remove & Replace existing gutter only in a combined section.	33, 41, 45, 46	10	Lin m		
5	Remove and Replace existing curb only in a combined section.	33, 41, 45, 46	10	Lin. m		
6	Remove and Replace of curb and gutter	32, 41, 45, 46	255	Lin. m		
7	Remove and Replace Sidewalk greater than 50m2 (>50m2)	34, 41	0	Sq. m		
8	Remove and Replace Sidewalk less than 50m2 (<50m)	34, 41	310	Sq. m		
9	Remove and disposal of existing concrete	35	25	Sq. m		
10	Remove and Replace commercial concrete crossing, 180mm depth	36, 41, 45, 46	10	Sq. m		
11	Drawing # R5A/R5B, Median curb 200/150 mm	37, 41, 45, 46	10	Lin. m		
12	Remove and Replace existing concrete drainage channel	38, 45, 46	10	Lin. m		
13	Reinforcing steel rods 9.5 mm	40	650	Lin. m		
14	Extra landscaping at utility connection replacement place beyond 300mm	30, Defective foundation, 41	50	Sq. m		
15	Extra Asphaltic patching/paving at utility connection replacement place beyond 300mm	30, Defective foundation,45, 46	15	Sq. m		
16	Para Ramps total cost inclusive all as per DWG-R-9	48	3	#		
17	Para Ramps total cost inclusive all as per DWG- & DWG R-9-1	48	1	#		
18	Paving Stone	42	10	Sq. m		
19	Geotextile membrane for subgrade at weak soil	47	10	Sq. m		

TENDER PRICE \$ _____

PROVINCIAL SALES TAX (PST) \$ _____

GOODS & SERVICES TAX (GST) \$ _____

Bidder Initials

TOTAL PRICE \$ _____

GST REGISTRATION NUMBER: _____

All prices are in Canadian Funds and shall be effective at least sixty (60) calendar days from date of closing of call for tenders, only GST will be levied on the Contract price. The Contractor is responsible for the Provincial Sales Tax and these costs should be included as part of the Contract price.

Unit Price and Total Price is requested, however, should there be any discrepancy or error in calculation of Total Price on the submitted bid, the stated Unit Price will be considered as the proposed bid submitted. The Total Price will be recalculated including the stated Unit Price indicated on the Bid Form to obtain the recalculated Total Price. The evaluation and the award of the tender will be based on the Unit Price stated on the bid form.

Bidder Initials

**APPENDIX "C"
 FORCE ACCOUNT RATES**

The following are our Force Account Rates that may be used at the Owner's option for valuing changes to the Work.

*The listed Force Account Rates should at a minimum include the following:

Equipment

Unit #	Description	Model	Year	Condition	Rate (\$/hour)

Labour

Name	Position	Experience (years)	Rate (\$/hour)

Bidder Initials

APPENDIX "D"

SCHEDULE

We confirm that the Work will commence on the ____ day of _____, _____, or anytime thereafter and Substantial Performance shall be achieved on the _____ day of _____, **2021**.

[User Note: This contemplates that the City has pre-determined the schedule for completing the Work. Accordingly, insert the date that the successful Bidder can commence the Work and the required date for Substantial Performance. Any additional interim milestones should be identified in the table below.]

We confirm we will complete the Work in accordance with the following milestones:

Milestone	Completion Date

Insert the detailed schedule for performance of the Work, including significant milestones.

Bidder Initials

APPENDIX "E"

PROJECT MANAGER AND SITE SUPERINTENDENT

The following are the Project Manager and Site Superintendent that we propose to utilize on the project.

The Owner expects these individuals will remain assigned to this project until the completion of the Work.

*Only one Project Manager and one Site Superintendent can be proposed. Multiple or alternative project managers and site superintendents are not acceptable.

** Bidders should also submit resumes of qualifications and experience of such Project Manager and Site Superintendent.

Name of Project Manager

Name of Site Superintendent

Bidder Initials

APPENDIX "F"

SUBCONTRACTORS

The following are the Subcontractors we propose to use for the Divisions or Sections of Work listed hereunder.

* The listed subcontractors should at a minimum include the following subtrades:

[User Note: Owner to list minimum requirements and Divisions of Work for which names of subcontractors are required.]

Division / Section of Work	Subcontractor / Supplier
Granular Base Materials	
Concrete	
Landscaping	

Bidder Initials

APPENDIX "G"

CONFLICT OF INTEREST DISCLOSURE

Select the appropriate statement that applies:

- We represent and warrant that we are not aware of any actual or potential conflicts of interest between the Bidder and its management, and the Owner, its members of Council and management.

OR

- We represent and warrant that we are not aware of any actual or potential conflicts of interest between the Bidder and its management, and the Owner, its members of Council and management except as set out below:

Summary of the nature of any actual or potential conflict of interest:

Conflict Description	Individual(s) Involved	Suggestion(s) to Resolve Conflict

Bidder Initials

APPENDIX "H"

CONTRACTOR QUALIFICATIONS STATEMENT – CCDC 11

Please Attach

Bidder Initials

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1. GENERAL TERMS

The Contractor shall have at least five years' experience with concrete work. The Contractor shall be responsible for delegation and coordinating the work and supply of all materials that shall produce a complete and operating job.

The Contractor shall be familiar with the codes, bylaws, specifications and other regulations governing their work. The Contractor shall examine all drawings prior to start of the work. The Contractors shall coordinate all work to provide minimum interference and maximum useable space and in accordance with manufactures recommendations for safety, access and maintenance.

2. PROJECT CONTACT

Inquiries regarding all aspects of the project shall be directed to:

Marlin Stusek, A.Sc.T.
Engineering Tech. II

Off: (306) 694-4450
Email: mstusek@moosejaw.ca

3. HOURS OF WORK

The Contractor shall limit the work under this contract to the hours between 7:00 a.m. and 10:00 p.m. on non-statutory weekdays and between the hours 9:00 a.m. and 10:00 p.m. on Sundays and Statutory holidays. The hours of work may only be extended with written approval from the Manager of Engineering.

4. PROJECT LOCATION (EXAMPLE)

Project locations under this contract are throughout the city. Actual list will be supplied to contractor during construction period. Types of replacement will be monolithic & floating sidewalk, curb /& gutter, pedestrian ramps etc. Example locations are as follows:

Example of Concrete Repair Locations:

- 607 4th Ave. N.W.
- 807 Athabasca St. W.
- 1119 Clifton Ave.
- 572 Hochelaga St. W.
- 868 Valleyview Dr.
- So on - - - - -

The right to add or delete additional or other unspecified locations is reserved.

It is the expectation of the City of Moose Jaw that any given sidewalk section will be closed for a maximum of 10 days. Extensions for rain delays may be approved by the

City if communicated in writing prior to the expiration of the 10 days.

5. COMMUNICATION

The Contractor will designate a Project Manager/Supervisor, whom, with the Engineering Tech., will form the primary link between the Contractor and the City. All instructions, guidance, reports will flow between these two persons. The Project Manager will communicate with the City Engineering Tech. to discuss progress, clarify instructions and to solve problems as required. It is the responsibility of the Contractor to ensure that a list of contact numbers of all supervisory staff is provided to the Engineering Tech. prior to start the work. The Contractor shall keep the Fire Department, Police Department, Transit System and Ambulance Service posted on road and/or hydrant closures.

6. SITE INSPECTION

Bidders are recommended to examine Typical/representative site locations and its condition prior to submitting a bid. A detailed repair list will be provided to the successful bidder. Bidders are requested to raise their issues to project contact person as stated in the serial 2. Of this specification in writing at least 72 hours before closing date. All bidders must comply with the current requirements of the Occupational Health and Safety Act and regulations for any work under the terms of this contract.

7. PRE-CONSTRUCTION MEETING AND BI-WEEKLY MEETING

Upon award of the Contract, the Engineering Tech. will contact the successful bidder to arrange a pre-construction meeting. The pre-construction meeting will be used to review the Contractor's plans for traffic accommodation, construction staging, setting milestones, scheduling, and safety. All roads and walkway closures require the approval of the Engineering Tech., and as such, the Contractor may need to modify their schedule according to the directions provided.

A bi-weekly meeting will be held in the Engineering Department at City Hall during the construction period. The Contractor and/or his manager will provide updates of the ongoing activities, issues, and plans for the next quarter. City Engineering Tech. will express his aspects to follow safety rules, specifications, and other aspects as necessary.

8. CONSTRUCTION SCHEDULES AND COMPLETION

Engineering Tech. will supply the list to the contractor in 3 (three) to 5 (five) phases (lists) as below:

- 1st list (list of 25-40 locations) will be given to contractor for execution. Contractor must be completed the full list as per specification. Also, a sample property/business owner's notification (Annex-2) and a notification (Annex-3) for watering of landscaping will be given to contractor as per specification. Contractor

can ask Engineering Tech. to get joint measurement after completion of 1st list. If, in the opinion of the Engineering Tech., any location is inadequate as per control tool or if it does not show the work being fully completed by the Contract Completion, the Engineering Tech. may reject it until one is acceptable. In this situation measurement will not be taken until satisfaction of Engineering Tech.

- 2nd list will be given to contractor after satisfactory completion of 1st list within three to four weeks. Contractor must allow to the City two weeks to get 2nd or next list.
- Above process will continue until completion of the project. Finally, all construction must be completed within the below mentioned cut-off date. The Contractor shall execute the work in such a manner as to **complete it on or before October 31st, 2021**. The successful bidder shall supply all equipment, labour and materials to ensure that the completion dates and specifications are met.

8.1 FAILURE TO COMPLETE ON TIME

If the Contractor fails to complete the Work within the Contract Time, the Owner shall be entitled to deduct from any payments due to the Contractor the additional costs to the Owner of the Engineering services incurred as a result of the Contractor's failure to complete on time. It is agreed by the parties that if the Contractor fails to complete the Work or portions of the Work on or before the milestone dates, stipulated completion date or within such extensions to these completion dates as may be allowed, damage will be sustained by the Owner. It is further agreed that it would be impractical and extremely difficult to ascertain and determine the actual damage the Owner will sustain by reason of such delay. In recognition of the foregoing, the parties to the Contract agree that the Contractor will pay to the Owner the sum of \$500/day genuine pre- estimate of damages the Owner will sustain in each and every calendar day the Work remains incomplete ("Liquidated Damages").

The City's certification as to the number of days for which Liquidated Damages to be charged will be final and binding on all parties. Liquidated Damages shall not be applied to Statutory Holidays.

The Owner shall also be entitled to deduct from any payments due to the Contractor the additional costs which have been incurred by the Owner as a result of the Contractor's failure to complete the Work within the time required or failure to meet the specified milestone/ milestone dates for parts of the Works, which costs may include, but are not limited to, costs paid by the Owner to other Contractors engaged on the project.

The above rights are in addition to any other rights the Owner may have and are in no way exclusive.

9. DOCUMENTS REQUIRED

Maintain at least one copy at the job site at all times:

- Contract drawings
- Specifications
- Field test reports
- Copy of approved schedule
- Power mobile certification certificate

10. PRIVATE / ADJACENT LANDS

The Contractor shall not enter on or occupy any private lands without the owner's written consent. Any alterations or damage to private lands shall be restored to original condition or better at the expense of the Contractor. The project limits will be marked out by the Engineering Tech. prior to work beginning. Any damages/ stoppage in work caused by working outside the project limits will be solely at the cost of the Contractor.

11. CONSTRUCTION USE OF SITE

The Contractor shall have full use of the site, provided that the Contractor permits access to the City for purposes of inspections, reviews, tests, and carrying out related work. The Contractor shall return the site in a clean state, free of all materials and construction debris. Protect all trees, plants, fences and other items from damage during construction.

12. SAFETY PROGRAM

The Contractor shall provide safe working conditions for all their respective employees. The program shall fully respond to the requirements of applicable laws, ordinances, rules, regulations, orders, and general construction practices for safety.

The Contractor shall be solely responsible for construction safety at the Project Site and in performing the Work, and for the Contractor's compliance and that of the Subcontractors, with all Law and practices relating to health and safety. The Contractor shall be responsible for initiating, maintaining, and supervising all safety programs, including the preparation of applicable hazard assessments, in connection with the performance of the Work. The Contractor shall comply with the Occupational Health and Safety Act, R.S.A, Chapter 0-2, as amended and regulations here under (the "Act"). The Owner may, acting reasonably but at its sole and absolute discretion, for reasons of health and safety, cause parts of, or all of, the Work or Project to be stopped, or the Contractor or any of the Subcontractors to be removed or excluded from the Project Site. Such action shall not relieve the Contractor from its obligations under this Contract or otherwise affect the Contract Price, the Contract Time or give rise to any Claim by the Contractor against the Owner.

The contractor will comply with the City of Moose Jaw Occupational Health and Safety Program (attached, **Annex-1**).

13. POWERED MOBILE EQUIPMENT (PME) TRAINING REQUIREMENTS

Occupational Health and Safety Legislation requires that only trained and competent operators are required or permitted to operate PME. Contractors will be required to produce

written documentation prior to commencing work that they, and/or their operators, have been trained and are competent within the meaning of Section 154 of the Occupational Health & Safety Regulations. **Copies of PME training certificates shall be provided upon request.**

14. PUBLIC PROTECTION

- i. The Contractor shall, as far as practicable, carry out the works causing the least possible obstruction to streets, lanes, or thoroughfares leading to, crossing, adjacent to or alongside of the work, and shall provide temporary access to locations as directed by the Engineering Tech. The Contractor shall not obstruct any street, lane or thoroughfare without approval from the Engineering Tech. The Contractor shall provide and maintain all necessary notices, detour signs, barriers, yellow caps for all pins, warning lights or other means of protection for the safety of the public from the commencement to the completion of the work. The Contractor shall erect and maintain proper barricades for public protection, lights shall be provided and illuminated from sunset to sunrise if necessary.
- ii. The Contractor shall not deposit any material on any street, sidewalk, boulevard or private property without the permission of the Engineering Tech. Any material placed on these locations by the Contractor must be removed as quickly as possible and the boulevard, sidewalk, or other property thoroughly cleaned and restored to its original condition at the Contractor's expense.
- iii. The Contractor shall carefully observe any directions given by the Fire Chief with respect to easy access to hydrants that might be in any way affected by the carrying out of the Works. The Contractor shall keep the Fire Department, Police Department, Transit System and Ambulance Service posted on all of his activities, which may hinder their access to any street or lane.

15. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

The Contractor must be careful to not damage any adjacent property, public or private, or any infrastructures, and any such damage done must be restored to its original stage by the Contractor at his own expense and to the satisfaction of the City and party concerned. It is recommended that the Contractor discuss items at risk with the City prior to construction as well as mitigation strategies.

16. PRIME CONTRACTOR

The Contractor is the "Prime Contractor", and they have the primary responsibility for the safety of all the workers including subcontractors, and the equipment. The City does not anticipate that there will be anyone, other than those performing the Work of this Contract engaged in work at the "work site" during the performance of this Contract.

17. TRAFFIC CONTROL

Provide, erect and maintain all signs, barricades, flags, flagmen, etc., as required by the work or as directed by the City around / through construction area as specified in the City of Saskatoon's Temporary Traffic Control Manual 2019 (available on request).

All traffic control, barricading as per approval of the of Engineering Tech. that is required for this project will be the responsibility of the Contractor. Barricades must have legs that at least 25mm in diameter and painted orange or yellow. All barricade bars must have reflective tape to make them more visible. All Signs must be Standard roadway Construction Signs. There is no traffic control bid item, contractor has to consider it to the concrete bid price.

18. MEASUREMENT AND PAYMENT

- i. Contractor works will be measured as per completed locations. Every 18th of each month, measurements of work performed will be made in the presence of Engineering Tech. Progress payment will be based on this measurement jointly made by the contractor & the Engineering Tech.
- ii. The unit price for concrete shall include the removal of old concrete, hauling to dump site, material, labour, cleaning, equipment, safety, dust/erosion control, site restoration and all other work specified or not which is reasonably required to provide a completed job.
- iii. Contractor may claim monthly payment for the work completed upon submission of invoice. As per Builders Liens Act, a 10% deduction will be held back during progress payment, which will be returned 40 days after substantial performance.

19. FORCE ACCOUNTS OR EXTRAS

All Force Account or Extra work shall be authorized prior to beginning work. All force account items must be approved by the Engineer. The Force Account sheets will be signed by the Engineering Tech. and Contractor the day of the work. The Force Account sheet shall indicate the equipment used, name of each worker, starting and finishing time with all unit costs.

Force Accounts with dollar extensions are to be submitted by the Contractor within two (2) weeks of the extra work being completed. Payment will be made on the following progress estimate. Force Accounts submitted without preapproval will not be accepted for payment. The City's inspector will also state in his daily reports if there were any extras that day.

Force Account -

(a) The Contractor shall submit to the Engineering Tech. a complete list of equipment which will be used by him for work under this contract, together with the complete description of each unit, manufacturer's power and capacity rating, attachments and other pertinent information. In the event that it may be used on force account work, the Engineering Tech. will then establish rental rates on all this equipment. If not provided the Engineering Tech. shall determine the applicable rates on the basis of the equipment, capacity, attachments, and other pertinent factors and shall be the sole judge of this determination. The rates used shall comply with Section 23 (Alterations, Extras, Deductions and Claims) of the General Conditions of the Contract.

(b) Where any work is performed as authorized in writing by the Manager of Engineering on either force account basis or additional work as provided under Section 23 the Contractor must submit, in duplicate, to the Manager of Engineering, within the time limit allowed after completion of the work, a statement on a form supplied by the Engineering Tech. of all costs involved.

20. NOTIFICATIONS

The Contractor shall provide written notice, approved by the Manager of Engineering, to all adjacent property owners 48 hours before commencing works. This notice shall include information on access, project schedule, parking restrictions, Contractor Superintendent's name and phone number. The Contractor shall make every effort to maintain service usage throughout the duration of the project work.

Contractor must distribute the letter from the City in Business owners and/or resident's mailbox indicating work is complete and yard care instructions if landscaping is involved. Sample copies are attached as **Annex-2 & Annex - 3**

21. GENERAL SPECIFICATIONS

DEFINITIONS

Sieves - shall conform to the requirements of the Canadian Standards Association (Serial Designation CSA A23.2-2A).

Coarse Aggregate - subject to specified tolerances retained on a 5mm sieve and a maximum size not larger than forty (40) mm.

Fine Aggregate - aggregate subject to specified tolerances passing through a 5mm sieve.

Slump - the shortening of a standard mass of freshly mixed concrete used as a measure of workability in accordance with the standard method. (Serial Designation CSA A23.2-5C).

Sub-grade - shall be known as the bottom of the excavation or top of fill. Subgrade shall be compacted to obtain 100% Standard Proctor Density for the full depth. It should be compacted at optimum water moisture content for maximum density. There is no price quote for this item. Contractor has to include this price to related concrete price.

Strength - the design of the various portions of the structure is based on the assumption that the concrete will be developed to the specified compressive strength at 28 days.

22. CONTROL OF CONCRETE

Portland Cement - shall conform to the Standard Specifications and Tests for Portland Cement (Serial Designation CSA-A5).

Fine Aggregate - shall consist of sand or other approved inert materials with similar characteristics or a combination thereof having clean, hard, strong, durable uncoated grains free from injurious amounts of deleterious substances.

Grading - fine aggregate shall range in size from fine to coarse within the limits indicated in CSA A23.1 Section 5 Table I.

Table I - Grading of Fine Aggregates

Sieve Size	Total Passing % by Weight
5.00mm	95 - 100
1.25mm	45 - 80
.315mm	8 - 30
.160mm	0 - 8

Sieve Analysis – the sieves and method of making sieve analysis shall conform to the Standard Method of Test for Sieve Analysis of aggregates for concrete (Serial Designation A23.2-1A, 2A).

Concrete Compression Test – evaluation of concrete compression test shall be made according to the C.S.A. standard recommended practice for evaluation of compression test results of field concrete (A23.2-9C & A23.1 Section 17).

General Requirements – coarse aggregate shall consist of crushed stone, gravel or other approved inert materials with similar characteristics, or combinations thereof, having clean, hard, strong, durable, uncoated particles free from injurious amounts of deleterious matter.

Grading – coarse aggregate shall range in size from fine to coarse within the limits given in A23.1-Section 5 Table III.

Table III – Size and Grading of Coarse Aggregate

Sieve Size	Total Passing % of Weight
40mm	100
20mm	90 – 100
14mm	25 - 60
5mm	0 - 10

Pit Run Gravel – the use of pit run gravel for concrete is prohibited.

Protection of Aggregates – no aggregates will be allowed in the concrete that have been in contact with the ground or have been covered with dust.

Water – water for concrete shall be clean and free from any injurious amounts of deleterious substance.

Measuring – all material shall be accurately measured by weight. The cement shall be measured as packed by manufacturer, a Canadian sack containing not less than forty (40) kilograms net being considered .0263 cu. Metres. The Contractor shall furnish and use an approved water measuring and discharge device.

Tempering - retempering of mortar or concrete, which has partially hardened, that is, mixing with additional material or water is prohibited.

Proportion of Aggregates - all materials will be mixed in approved proportions according to aggregates used so as to obtain concrete giving the specified compressive strength at 28 days.

Variations in the grading of the aggregates on which the proportions were based may be made up on the approval of the Engineering Tech. and in such proportions as he may direct, but no claim shall be made for extra compensation therefore.

The Engineering Tech. shall have the right to make any changes in proportions of materials that may be necessary or desirable to give the specified concrete compressive strength at 28 days.

The Contractor upon request shall provide the Engineering Tech., with samples of aggregate along with his proposed mix design proportioning at least two weeks before placing concrete.

Consistency - the quantity of water used shall be the minimum necessary to produce concrete of a workability required by the Engineering Tech. The consistency of the concrete shall be measured by the slump test.

Plant Mixing - all mixing of concrete unless otherwise authorized by the Engineering Tech, shall be completed in a central stationery batch mixing plant of approved type

which will ensure a uniform distribution of the materials throughout the mass, so that the mixture is uniform in color and homogeneous. The plant shall be equipped with suitable charge hopper, water storage, and water measuring device. The plant mixer shall be cleaned at frequent intervals while in use. The volume of the mixed material per batch shall not exceed the manufacturer's rated capacity of the mixer.

Time of Mixing - the minimum mixing time shall be as follows, the timing to start after all ingredients, except the last of the water, are in the mixer:

<u>Capacity of Mixer Cub Metres</u>	<u>Time of Mixing Minutes</u>
2 or less	2
3	2 1/2
4	3
5	3 1/2
6	4

Mixing time shall not exceed three times the number of minutes given above. The mixer shall rotate at a peripheral speed of approximately sixty-one (61) metres per minute.

Truck Mixers - each mixer shall be equipped with an accurate water meter between supply tank and mixer, the meter to have indicating dials and totalizer.

Each mixer shall be equipped with a revolution counter for indicating the amount (not speed) of mixing. Forty (40) revolutions per minute are considered as reasonable for the speed of rotation of the mixer.

Air Entrainment - approved air entrainment agents will be used in all concrete covered by this Contract, to provide air entrainment between the limits of 6% +/- 1%. The agent shall be mixed in accordance with the recommended practice of the manufacturer and the specifications of the CSA CAN3-A266.1-M78.

Ready Mix and Transit Mix Concrete - all ready mix or concrete shall be deposited, spread and tamped in place before initial set. The maximum time of mixing and agitating shall be governed by the Engineering Tech.. All procedures shall be in accordance with the CAN3 A23.1 & A23.2 except where this designation is not in agreement with this specification, in which case this specification will govern.

Placing of Concrete - the concrete must be placed within the formwork and suitably spread with shovels to ensure that voids in the concrete do not appear. All of the concrete **must then be well and truly tamped or vibrated to ensure complete compaction.** Surplus concrete must be removed from site and disposed of.

Curing - after the concrete has been finished to cross section and as soon as the concrete has set sufficiently, **the entire surface shall be sprayed with a concrete curing compound in a manner so that surface is covered uniformly.**

The curing compound shall contain a temporary color indicator and shall be applied uniformly at a coverage as recommended by the manufacturer to give a minimum of 92% water retention in three days or a minimum of 68% water retention in 28 days.

The curing compound shall be applied so that the concrete surface is completely coated at one application. The curing compound should also be applied after the form work has been removed.

Under no circumstances shall any material be added to the curing compound as delivered by the manufacturer.

23. COLD WEATHER CONCRETING

Cold weather concreting shall be in accordance with the CAN 3 A23.1 & A23.2, "Standard for Recommended Practice for Winter Concreting."

Whenever the air temperature is expected to fall below 0 degrees Celsius, or whenever deemed necessary by the Engineering Tech., the Contractor shall adequately cover and protect the structure to maintain freshly placed concrete at a minimum temperature of 4 degrees Celsius for 36 hours and prevented from freezing for 5 days. Concrete damaged by freezing shall be removed from the site.

Water and aggregates of the mix shall be heated with steam coils or other approved devices at the discretion of the Contractor so that the average temperature of the deposited concrete shall not be less than 10 degrees Celsius and not more than 30 degrees Celsius. The cost of all heating and protection shall be borne by the Contractor.

24. HOT WEATHER CONCRETING

The Contractor shall be responsible for protecting from hot weather, wind, and rain in accordance to CAN3 A23.1 & A23.2 and to the satisfaction of the Engineering Tech. The cost of all heating protection shall be borne by the Contractor.

25. CONCRETE TEST

Compression Test - during the progress of the work a reasonable number of test cylinders will be made and stored in accordance with CAN3 A23.2-9C & A23.1-17, with changes as necessary to transport the cylinders to the laboratory. The test cylinders shall be placed in boxes immediately following casting. The cylinders will remain in the field, adjacent to the work for a minimum of sixteen hours, except in the event of possible freezing, in which case they will be protected from frost. Within forty-eight to seventy-two hours

after casting, the cylinders shall be shipped in cushioned boxes to the laboratory for standard curing and testing.

All cylinders shall be taken at the place of pour. The testing of the concrete shall be completed by a firm appointed by the City. The cost of cylinder tests, including the cost of the molds and shipment to the laboratory, shall be borne by the City. The City will appoint a separate Contractor for all material testing. The Contractor must assist the testing company to perform their required tests.

Slump Test - slump tests shall be in accordance with the A23.2-5C, "Standard Method of Test for Slump of Portland Cement Concrete." The Contractor shall supply and have available at all times a cone to take the slump test.

Air Entrainment Test - air entrainment tests shall be made in accordance with the A23.2-7C, "Standard Method of Test for Air Content of Freshly Mixed Concrete by the Volumetric Method." The Contractor shall supply and have available at all times to complete air test.

26. SCOPE OF WORK

The work under this Contract includes the supply and delivery of all materials and the furnishing of all labour, plant, tools and machinery necessary for the complete construction of the work according to the requirements of these Specifications. The work will include concrete and paving stone installation, pavement and lawn installation. The concrete should be constructed following the City of Moose Jaw Specifications.

27. MARKING THE LOCATION

The Engineering Tech. will mark the limits of work for the Contractor. The Contractor will strictly follow these limits. In any case marking is missing or any confusion arises, Contractor must communicate with the Engineering Tech. prior to removing any concrete.

28. MEASUREMENTS

The measurements for the lengths of sidewalk and combined sidewalk curb and gutter shall be taken at the center of the overall width of the structure.

The measurements for curb and gutter shall be taken along the face of the curb.

29. DESCRIPTION OF MATERIALS

Concrete - all concrete for curb, gutter and sidewalk construction shall be placed on a compacted granular base layer and shall be of such a design to attain a strength of 30 megapascals in twenty-eight (28) days. The slump of the concrete delivered at the work to be from twenty-five (25) to seventy-five (75) mm with minimum cement content = 320 kg/m³.

Two copies of the mix design shall be furnished to the Engineering Tech. prior to beginning the work.

Forms - forms shall be of metal only unless written approval is given by the Engineering Tech. to use wooden frames. All forms shall be free from warp or other defects. If of metal, they shall be of approved type and section. The forms shall be smooth and clean on the surface(s) next to the concrete.

The forms shall be well staked, braced, or otherwise held true to the established lines and grades. No concrete shall be deposited against forms until the forms and their placing have been approved by the Engineering Tech. The forms shall be oiled prior to concreting. The oil used shall be approved by the Engineering Tech.

Any forms which have lost their shape or dimensions or whose surfaces have become dented or rough, shall not be used. The Engineering Tech. may at any time condemn any forms he considers unsatisfactory. Form should be supplied by the Contractor by his own cost.

Protection and Curing - after the wearing surface has been finished as above described, and when the concrete has set sufficiently, the entire surface shall be protected and cured as outlined in the General Specifications for Concrete, Clause 20-Curing, prior to drying of surface on freshly placed concrete.

20MPa Lean Concrete - Lean Concrete will be allowed to fill the zone between the concrete lip and the saw cut roadway. It is essential that void areas be thoroughly cleaned of concrete "wash-out" and loose gravel prior to the placement of the lean concrete. The lean concrete cannot extend past the location of the asphalt layer in the existing roadway and **concrete cannot be substituted.**

All labour and equipment required to clean these areas and removal of the deleterious material will be considered an obligation of the Contractor. The lean concrete will have a minimum thickness of 150mm to the bottom of the pavement. Under no circumstance will the Contractor use "watered down" remaining concrete from the current pour as gutter fill.

Payment for lean concrete should be included to the unit price of combined sidewalk curb and gutter, curb and gutter, median curb, or gutter only as set out in the bid form.

Backfilling - backfill material shall be placed by the Contractor in front of gutter and behind either curb or sidewalk, after the forms are stripped. On site material is to be used for backfilling. The front shall be filled to the level of the gutter and the back to give adequate support to the structure. Both front and back material shall be compacted to such a degree as to prevent any damage from either erosion or traffic.

Boulevard Improvements (Landscaping) -

Boulevard Grading - on the property side of the sidewalk or curb, the boulevard shall be back sloped at a maximum slope of 2 to 1 and minimum slope of 25 mm per metre, and

backfilled with a suitable material, to start at 100mm below the finished concrete surface unless otherwise directed by the Engineering Tech.

Boulevard areas shall be covered with 100 mm of topsoil so that the final grade will be 25 mm below the finished concrete surface (unless otherwise directed). The work shall be completed within one week from the pour of the concrete.

Payment for grading should be included to the unit price of combined sidewalk curb and gutter, curb and gutter, median curb, or gutter only as set out in the bid form. Any extra payment for boulevard grading will be made on the unit price per sq. metre of landscaping as set out in the bid form.

Grass Seed – Contractor shall be used following type custom blended high quality grass seed

Custom Grass Seed Mixture:	
30%	Canada Bluegrass
25%	Creeping Red Fescue, Boreal
20%	Perennial Ryegrass, Medallion
25%	Crested Wheatgrass, Fairway

30. CONSTRUCTION

Equipment - Restrictions are placed on the use of certain type of equipment on paved City streets. Track or pad type equipment will not be allowed to work or travel on streets where it could cause damage to existing pavement.

Utilities - Locates of utilities are the responsibility of the contractor. The contractor has to communicate with Sask 1st Call, City Underground Utility Department (306-694-4479), and any other related organization prior to digging any locations. Contractor Clearance Form are attached as **Annex-4**. Any damage to utilities or sprinklers, private walkways, walls, retaining walls, fences etc. must be restored to its original state by the Contractor at his own expense and to the satisfaction of the Engineering Tech.

Excavation - all excavation shall be made of sufficient width to facilitate the setting for the work and of sufficient depth to allow of the finished surfaces being to grade according to the levels and line given by the Engineering Tech and also to such greater widths and depths as may be required. The excavation shall also be of sufficient depth so as to remove all topsoil or other deleterious material from the work area. Excess excavated material must be completely removed from the site.

The levels and cross sections may, however, be varied at the discretion of the Engineering Tech to conform to the sills of the buildings affected thereby and the grades of intersecting streets.

Defective Foundation – any soft areas encountered during excavation must be removed until to the depth of soft area. Opened up area to be refilled with granular base material in 150 mm layers, well tamped and watered if necessary, until reaching compaction 95% Standard Proctor. Contractor must follow the same system in case of utility connection replacement locations. Such depth and area may be assessed by the Engineer. All spoil materials must be removed from site.

This work will be completed quoted bid price basis and directed by the Engineering Tech. Contractor must bring to the attention of Engineering Tech. If Engineering Tech agreed after joint inspection, then it will be paid extra granular base fill quoted price per meter square according to the depth. Also, extra asphaltic patching and landscaping cost for beyond 300mm from concrete will be paid as per quoted price per meter square.

Tolerance - the finished structure shall not deviate more than 3 mm horizontally from a straight line or more than 7mm vertically from the design grade between 15.25m (50') stations.

Surplus Material Required by the City - no surplus material of any kind arising from the works or any portion thereof, shall be sold, thrown away, dumped or wasted or otherwise disposed of without the Engineering Tech.'s written sanction. The above mentioned surplus must be conveyed and deposited as soon as excavated to such place within the City Limits as the Engineering Tech. may direct and the Contractor will not be allowed to pile any of the excavated material upon the streets except by the Engineering Tech.'s written permission.

Surplus Material Not Required by the City - all surplus material not required by the City must be disposed of by the Contractor off the line of the works but in such a manner as not to cause a nuisance, injury or inconvenience to the City, the public or private parties, otherwise the Contractor will in all cases be held liable for and must indemnify the City against all claims in respect thereof.

Cutting Below Sub-Grade - should the Contractor excavate below the required level of sub-grade, then this deficiency shall be made with suitable fill without extra remuneration to the Contractor thereof, and any undrained hollows caused thereby shall be drained to the satisfaction of the Engineering Tech. and with remuneration.

Foundation - the **one hundred fifty (150) mm granular base materials** layer shall be thoroughly consolidated by mechanically tamping and the whole brought to an even surface. The granular base foundation shall be saturated with water before the sidewalk concrete is deposited thereon, so as to prevent the absorption of water from the concrete.

Concrete Test - The City will carry out concrete tests as outlined in Clause 24 in Specifications for Concrete. Contractor will assist to perform the minimum number of tests shall be as follows:

There shall be three test cylinders, slump and air recordings taken from each required sample.

One full set of tests will be required for every 150 lineal meter of concrete poured or at the discretion of the Engineering Tech. All cylinders, slumps and air recordings shall be taken at the place of pour. It is the Contractor's responsibility to ensure the safekeeping on site. Transportation to a recognized testing laboratory of all cylinders is the responsibility of the City hired testing company.

Failure to Meet Strength Requirements - in the case where the average compressive strength of the two 28 day test cylinders for any portion of the work falls below the requirements specified herein, the City shall require the following:

(1) Where the 28 day compressive strength of the test cylinders is under 30 megapascals, the work shall be covered by a 15 year maintenance bond at the Contractor's expense. The limits of the location covered by this maintenance bond shall be the measured length of the block or as determined by the Engineering Tech.

The amount of the 15 year maintenance bond shall be 25% of the measured length of the work multiplied by the unit price submitted in the bid form.

(2) Where the 28 day compressive strength of the test cylinders is under 25 megapascals, the City shall require complete replacement of the work, the limits of location of which shall be measured length of the block or as determined by the Engineering Tech. The replaced work shall be subject to all terms and conditions of this Contract.

Floating and Finishing Concrete - the surface shall be trowelled or floated, brushed and finished to the satisfaction of the Engineering Tech. Wood floats shall be used when "floating" and aluminum or magnesium trowels when "finishing" the concrete. The surface of the sidewalk and the face of the curb shall be brush finished and the gutter is to be trowelled smooth.

Expansion Joints - a transverse expansion joint shall be inserted during construction in the walk at intervals as indicated on the drawing attached to these specifications, and a longitudinal joint shall be inserted where buildings or other concrete structures abut on the new construction. This joint shall be 13 mm wide and truly perpendicular. Care must be taken that the joint extends entirely through the section of the walk. The expansion joint material will be supplied by the Contractor and shall be of a non-extruding type and shall conform to CSA Standards for Preformed Expansion Joint Fillers.

Marking Concrete - The Contractor shall mark each City block or portion of block with a suitable marking tool showing **the name of the Contractor and the year constructed.** This shall apply to all maintenance work as well as to new construction.

Over each sewer and water connection, the Contractor shall mark on the property side of the walk the letters "C.C." with a marking tool.

Suspension of Work - should cold weather cause a shutdown of work for the winter before completion of the Contract, the Contractor shall leave the site and work in an acceptable condition for the public during such period of shutdown.

Care and Protection of Survey Monuments - All monuments are approximately 1.53 metres in each direction from PL. The Contractor shall proceed with due care where monuments are located within the limits of the work contracted for, so that they remain undisturbed. Monuments that will be located under walks or pavements to be constructed under the terms of this Contract shall be left as shown on the drawing of these specifications. Monuments with an elevation above the finished grade of sidewalk construction or more than 200 mm below finished grade, shall be left undisturbed and the Engineering Tech. notified. The Contractor, meanwhile, shall leave a 460mm square opening in his construction centered around the monument and finishing the sidewalk in the area affected.

In the event that the Contractor shall disturb, deface, alter, destroy, cover or remove any survey post, monument or bar, the Engineering Tech. will have the same replaced by a registered Saskatchewan Land Surveyor at the expense of the Contractor.

Contractor is to communicate with the Milltek Surveys Ltd, 72 High St E, Moose Jaw, SK S6H 0B8. Contact person Corban Christey; corban.christie@millteksurveys.com and find out the way of protection.

Street Obstructions - the Contractor will preserve and maintain all hydrants, telephone and power poles in their present location during the walk and/or curb construction. Sign posts, if required to be removed, must be replaced before the placing new concrete walk or after construction of new curb and gutter at the Contractor's expense.

Pole Joints - where wooden telephone or electric light poles are located in the concrete, they shall be wrapped with four thicknesses of 4-ply rubberoid roofing around the pole for the depth of the concrete.

Traffic - concrete walks shall be allowed to set for a minimum of 48 hours before pedestrian traffic is permitted. Concrete crossing shall be barricaded from vehicular traffic for a period of seven days except when covered with planking to distribute the load, in which case, they may be opened for traffic in three days.

Reinforcement - at places where the Engineering Tech. requires it or where a substantial amount of fill is required to bring the sub-grade to the correct level, reinforcement should be provided in the sidewalk. The reinforcement should be of an approved type of 9.5mm rebar. This reinforcement will be paid for on the unit price as set out in the bid form, only with prior approval by the Engineering Tech.

Removal of Existing Combined Concrete Sidewalk, Curb and Gutter and/or Curb & Gutter and/or Sidewalk and or Curb or median - When the Contractor receives written instructions from the Manger of Engineering or his Engineering Tech., to remove certain combined concrete, he shall do so in a safe manner to the full satisfaction of the Engineering Tech, and similarly with the disposition of waste concrete, proper barricades shall be erected and maintained by the Contractor for public protection. Lights shall also be provided and illuminated from sunset to sunrise until such time as the combined concrete sidewalk, curb and gutter and/or curb and gutter, and/or sidewalk and/or curb is replaced by the Contractor. Broken/removed concrete to be disposed with no fee at the City yard 1010 high St. W. or as instructed by the Engineering Tech.

Slip Form Concrete Extruder - The use of a slip form concrete extruder will be permitted for only curb and gutter.

31. COMBINED SIDEWALK, CURB & GUTTER

Monolithic or combined sidewalk, curb and gutter (rolled or standard) shall be constructed in accordance with the detailed specifications and attached drawings depending on situation. Repair of existing combined sidewalk, curb and gutter (rolled or standard). Ensure remove and replacement of one hundred fifty (150) mm of granular base material, necessary leveling, 95% compaction standard proctor density.

The unit price is per meter square. Price to include concrete saw cut, removal and hauling of old combined sidewalk, curb & gutter, replacing asphalt and landscaping with pre-approved topsoil and specified grass seed.

32. CURB & GUTTER

Curb and gutter (rolled or standard) shall be constructed in accordance with the detailed specifications and attached drawings depending on situation. Repair of existing curb and gutter (rolled or standard). Ensure remove and replacement of one hundred fifty (150) mm of granular base material, necessary leveling, 95% compaction standard proctor density.

The unit price is per lineal meter. Price to include concrete saw cut, removal and hauling of old combined sidewalk, curb & gutter, replacing asphalt and landscaping with pre-approved topsoil and specified grass seed.

33. CURB OR GUTTER ONLY

Curb or gutter (rolled or standard) only shall be constructed in accordance with the detailed specifications and attached drawings depending on situation. Repair of existing curb and gutter (rolled or standard). Ensure remove and replacement of one hundred fifty (150) mm of granular base material, necessary leveling, 95% compaction standard proctor density.

The unit price is per lineal meter. Price to include concrete saw cut, removal and hauling of old combined sidewalk, curb & gutter, replacing asphalt and landscaping with pre-approved topsoil and specified grass seed.

34. CONCRETE SIDEWALK

Concrete sidewalk separates or combined shall be constructed in accordance with the detailed Specifications and attached drawings Repair of existing sidewalk separate or combined location. Ensure remove and replacement of one hundred fifty (150) mm of granular base material, necessary leveling, 95% compaction standard proctor density.

The unit price is per meter square. Price to include concrete saw cut, removal and hauling of old combined sidewalk, curb & gutter, replacing asphalt and landscaping with pre-approved topsoil and specified grass seed.

35. EXCAVATION & REMOVAL CONCRETE

In case any excavation & removal only of existing combined concrete sidewalk, curb & gutter and/or curb, and/or sidewalk/paving stone where replacement of concrete is not needed. Rubble concrete to be disposed of at 1010 High St. W.

The unit price is per meter square. Price to include saw cut, removal and hauling of concrete/paving stone as set out in the bid form.

36. CROSSINGS

Crossings will be constructed with a minimum strength 30MPa concrete 180 mm thick and laid on one hundred fifty (150) mm of compacted granular base material. The crossings shall be constructed in accordance with the specifications and attached drawings. Any repair of existing private/commercial crossing must be taken prior approval from the Engineering Tech and to be used specified re-bar. The crossings will not be constructed unless it is authorized by the Engineering Tech.

The unit price is per meter square. Price to include concrete saw cut, removal and hauling of old combined sidewalk, curb & gutter, replacing asphalt and landscaping with pre-approved topsoil and specified grass seed. Commercial crossings will be paid at the 180mm unit rate per meter square. Re-bar to be paid upon approval from the Engineering Tech.

37. MEDIAN CURB

Remove and replacement of median curb shall in accordance with the detailed specifications and attached drawings depending on situation. Repair of existing median curb bid shall be considered full compensation to supply all labour, material and equipment necessary to saw cut, remove, load, haul and dispose of old concrete to the City yard. Ensure remove and replacement of one hundred fifty (150) mm of granular base material, necessary leveling, 95% compaction standard proctor density.

The unit price is per lineal meter. Price to include concrete saw cut, removal and hauling of old combined sidewalk, curb & gutter, replacing asphalt and landscaping with pre-approved topsoil and specified grass seed.

38. CONCRETE DRAINAGE CHANNEL

Concrete drainage channel to be constructed in accordance with detailed specifications and attached drawing. Bid shall be considered full compensation to supply all labour, material and equipment necessary to saw cut, remove, load, haul and dispose of old concrete to the City yard or as instructed by the Engineering Tech. Ensure remove and replacement of one hundred fifty (150) mm of granular base material, necessary leveling, 95% compaction standard proctor density.

The unit price is per lineal meter. Price to include concrete saw cut, removal and hauling of old concrete channel, curb & gutter, replacing street sides asphalt.

39. GRANULAR BASE MATERIAL

The Work shall consist of remove the existing base course and hauling to City yard/specified by the Engineering Tech. and placement of granular base course materials to the grade lines and cross sections as shown on the Plans or instructed by the Engineering Tech. A layer of granular base materials will be laid upon the 100% pre-compacted subgrade to the thickness of one hundred fifty (150) mm for all kinds repair concrete.

.1 The base aggregate is to be supplied by the Contractor. The method of processing and delivery must be satisfactory to the City/Engineering Tech. The base material shall be weighed at the Contractor's expense on scales provided by the Contractor. The base aggregate shall be composed of fragments of durable rock, free from injurious quantities of soft or flaky particles, shale, loam, organic or other deleterious materials.

.2 The gradation of base aggregate shall be within the following limits:

SIEVE DESIGNATION	PERCENT PASSING BY WEIGHT
25 mm	100
18 mm	87 – 100
12.5 mm	72 – 93
5 mm	45 – 77
2 mm	29 – 56
900 µm	18 – 39
400 µm	13 – 26
160 µm	7 – 16
71 µm	4 – 9
Plasticity Index	0 – 6

- .3 The percentage passing the designated sieve sizes for any representative sample, when plotted on a semi-log grading chart, shall show a free-flowing concave curve without sharp breaks, within the limits specified above. The material passing through the 400 μm sieve shall have a Liquid Limit of not greater than 25 and a Plasticity Index not greater than 6.
- .4 The gravel shall have been crushed gravel passing a 25 mm sieve. Granular material retained on the 5 mm sieve shall have a minimum average of forty-five percent (45%) of the aggregate with at least once fracture face. Average will be defined as the average of all tests for each working shift.

Clay Binder: Shall consist essentially of fine particles of sand, silt and clay containing no particles larger than will pass a 25 mm sieve and shall be free from injurious amounts of organic matter or other deleterious material. It shall have a Plasticity Index of not more than 15. A shredder or pulveriser shall break down the clay before addition it to the mixture if required by the City.

Filler: Filler material shall be fine sand (minimum 100% passing 630 μm sieve) and free from rocks or any other deleterious material.

Water: Water shall be reasonably clean and free from substances that might render it unfit for use.

Construction for Granular Base:

- .1 The base course shall consist of a mixture of course aggregate, sand, clay, and water. These materials shall be combined, compacted and finished in a true workmanship like manner on the previously prepared subgrade to a compacted thickness as shown on cross sections and plans and in these specifications.
- .2 All tools, machinery, plant and equipment used in handling material and executing any part of the work, shall be subject to approval of the City. All such equipment shall be maintained in efficient working order, and where machinery, plant or equipment is found to be unsatisfactory, it shall be improved or replaced.
- .3 Granular base course is to be supplied, placed and delivered by the Contractor. The method of processing and delivery must be satisfactory to the City.
- .4 The final surface of the granular base shall be compacted in such a manner as to ensure the granular base course structure is stable and tightly knit throughout.
- .5 The surface of the granular base course shall be that when tested with a three (3) metre straight edge placed on the surface of the roadway, the maximum deviation of the surface from the edge of the straight edge shall nowhere exceed 10 mm.
- .6 The maximum uncompacted lift thickness shall not exceed 150 mm unless approved by the City.

- .7 Each layer of base course shall be compacted to at least ninety five percent (95%) of the maximum Standard Proctor dry density for the material comprising the layer. While spreading or rolling, water shall be applied to the base course if required to achieve optimum moisture content.
- .8 Moisture content of granular base shall be enough to allow proper compaction.
- .9 All of the work shall be free of major depressions, scorings, roller marks and irregularities and be properly graded to the levels as shown.
- .10 Remove and hauling of existing granular base materials up to 150 mm depth for the base on all types of combined sidewalk, curb and gutter, curb and gutter and sidewalk, median curb, drainage channel, paving stone etc. and replace with granular base materials as specified above at 39.2. Hundred fifty (150) mm granular base material, necessary leveling & shall be compacted to 95% standard proctor density.

This granular base will be paid as per quoted unit price in the bid form per meter square. During joint post measurement quantities will be identified. The limits of measurement shall be defined by the edge of new concrete structures & offset. Pedestrian ramp price as unit price inclusive granular base.

In addition, where a utility repaired has recently occurred or failure of subgrade identified the Contractor shall add and compact additional 150 mm layer granular base. This granular base shall be compacted to 95% standard proctor density. This granular base will be paid as an extra on a unit price per meter square indicated in the Bid form.

40. REINFORCEMENT

The specification of reinforcement should be Epoxy coated 9.5mm deformed re-bar. Dowels to be used for joining the old and new concrete. Rebar must be used at commercial crossings and private crossings. Rebar will be inspected by the Engineering Tech. before pouring. Only prior approved amount by the Engineering Tech. will be recommended for payment.

The unit price is per lineal meter. This reinforcement will be paid as per quoted unit price in the bid form. Para ramps bid cost is inclusive reinforcement.

41. LANDSCAPING

Topsoil and grass seed will be required to complete the landscaping. Topsoil removed/damaged by the Contractor. This cost needs to be included in the price of the concrete. There will be no additional payment for supply and hauling of topsoil and grass seed for concrete replacement locations.

Where landscaping has been removed by others prior to tender like utility connections /subgrade failure place, the Contractor will restore the area with 100 mm topsoil and

Moose Jaw Specified grass seed will be paid according to the price set out in the bid form. Alternate sources of topsoil must be approved in advance by the Manager of Engineering or Engineering Tec.

The Contractor shall spread the grass seed uniformly @1lbs/200 ft² after preparing the seed bed. Roll the entire area with a hand roller to ensure good contact between seed and soil. Use a slow release fertilizer (starter fertilizer) which are high in the nutrient phosphorous that is essential for seedlings. Make sure that enough water is applied to wet the soil down to at least 6 to 8 inches. Apply the water gently so that you don't wash the seed away or create puddles. Place letter from City in resident's mailbox indicating work is complete as well as yard care instructions.

42. PAVING STONE / INTERLOCKING

Paving stones shall be Tan/Charcoal of a standard type, colour and pattern as indicated below. Paving stones shall Precast Concrete Pavers. The average compressive strength of the pavers shall be not less than 40 MPa.

Large: 8 3/8"L x 4 1/8"D x 2 3/8"H. (L x W x H)

Medium: 6 7/8" x 4 9/16" x 2 3/8" (L x W x H)

Small: 4 9/16" x 4 9/16" x 2 3/8" (L x W x H)

The unit price is per meter square. Price includes removal of old paving stones and deliver to City yards and supply and placing new paving stone matching with the old.

43. CLEAN UP

The Contractor shall clean up the site as the work progresses. It is Contractor's responsibility and there will be no measurement and payment for clean up as this is considered incidental to the contract.

44. ASPHALT SAW CUTTING AND REMOVAL FOR SIDEWALKS

Asphalt will be saw-cut prior to the removal of curb or combined sidewalk curb & Gutter, Curb & Gutter or only gutter or median. The saw-cut will be parallel to the existing concrete structure. **The asphalt will be separated from the concrete for the purpose of recycling to the designated disposal site at 1010 High St. W., Moose Jaw.**

Measurement and payment for asphalt saw-cutting will be inclusive with the concrete quoted price and shall be full compensation for labour, material, equipment, loading and hauling of the asphalt to the disposal site.

45. ASPHALTIC MATERIALS

The gradation requirements shall be met upon the following table based on ASTM C136 and C117:

Sieve Designation Percent Passing By Weight	
Size	MJ2
20 mm	-
16 mm	-
12.5 mm	100
9 mm	79 – 89
5 mm	52 – 62
2 mm	30 – 42
900 µm	13 – 38
400 µm	10 – 26
160 µm	3 – 10
71 µm	2 – 5

The material retained on the 5 mm sieve shall have a minimum of 70% with one crush face for MJ2.

The maximum permissible variation from the job mixes formula gradation shall be as follows:

Gradation	MJ2
5.0 mm	± 4.0
2.0 mm	± 4.0
900 µm	± 3.0
400 µm	± 3.0
160 µm	± 2.0
71 µm	± 1.5

The Marshall Mix designs are to be completed in accordance to the latest edition of the Asphalt Institute Manual Series No. 2 (MS-2) ASTM D1559 and ASSHTO T-245. The Contractor shall provide the Engineering Tech. with a job mix formula for each asphalt type for approval. The Contractor will only be able to place asphalt that has been approved.

Physical properties on the mixes shall meet the requirements on the following table:

Property	ASTM Test Method	MJ2
Asphalt Grade	-	150/200 A
Marshall (blows per face)	-	50
Marshall Stability (kN) @ 60 °C min.	D1559	8
Retained Stability (%) min.	-	75

Marshall Flow Index (mm)	D1559	2 – 4
Air Voids in Mixture (%)	D3203	2 – 4
Voids Filled with Asphalt (%)	D3203	75 – 85
Min. Film Thickness (µm)	-	8.5

The stability and flow shall be evaluated using ASTM D1559. The percentage of voids and the percentage of voids filled with asphalt shall be evaluated using ASTM D3293 and C128. The minimum asphalt content shall be 5.7% for MJ2.

46. ASPHALT GUTTER PATCHING /PAVING DETAILS

During the paving operation, it is important to note that any irregularities if encountered must be corrected immediately. The asphalt adjacent to the concrete gutter lip shall be 5 to 10 mm above the lip after final compaction. A vertical joint must be made where the new and old asphalt meet. Prior to the placement of the asphalt mix, any areas of broken or pushed up asphalt damaged due to the Contractor's operation shall be saw cut and squared off. All vertical joints shall be tack coated. All manholes, catch basins, and valves shall be from 5 to 20 mm below the final asphalt grade, which may require adjustment or risers. These details will be considered a subsidiary obligation of the paving operation, and there will be no direct payment for this work.

After the 20 MPa lean concrete gutter fills has hardened sufficiently, the gutter shall be patched paved with MJ2 Asphalt. MJ2 Asphalt Concrete shall conform to all requirements of the City of Moose Jaw Standard. Cold joints and seams shall be tacked with AC type liquid asphalt. It must be sprayed or brushed on to the vertical edge.

Payment for asphalt gutter patching will be inclusive with the concrete quoted price and shall be full compensation for labour, material, equipment, loading and hauling of the asphalt to the disposal site.

Utility connection/preapproved failure places asphalt rehabilitation will be completed by the Contractor and that will be paid as per square meter as set out in the bid form. That will be considered after 300mm from concrete.

47. GEOTEXTILE

The use of geotextile may be required on this project in a weak soil area with the permission of the Engineering Tech. The Contractor shall provide a woven geotextile with a minimum unit weight of 330 grams/square metre with a grab tension strength greater than 1.4 KN (Kilonewtons) as determined by ASTM test D4632.

Measurement will be based upon surface area covered by the geotextile. Payment will be full compensation for labour, materials and equipment required to supply and install the material and shall be at the contract unit price per square metre, as specified on the bid form.

48. PEDESTRIAN RAMPS

Pedestrian ramps will be constructed at predetermined places as instructed by Engineering Tech. as per DWG-R-9 & DWG R-9-1. Concrete must be laid on one hundred fifty (150) mm of granular base material. Any repair of existing pedestrian ramps must be taken for prior approval from the Engineering Tech. Ensure replacement of one hundred fifty (150) mm granular base material, necessary leveling & shall be compacted to 95% standard proctor density.

Pedestrian ramps will be paid as per number for DWG-R-9 & DWG R-9-1 as specified in the bid form. Price to include concrete and asphalt saw cut, removal and hauling of old pedestrian ramps, sidewalk, curb & gutter, paving stone, replacement of one hundred fifty (150) mm of granular base material, necessary leveling, compaction, replacing asphalt as specified above and landscaping with pre-approved topsoil and specified grass seed.

49. MOBILIZATION AND DEMOBILIZATION

Included in mobilization are such items as bonding, insurance, permits, moving, personnel, materials and equipment to the site, and all preparation for performing the work. Included in demobilization are preparation and submission of operation and maintenance manual. Removal of all personnel, materials, and equipment; and clean-up of the site and work. The Contractor shall demobilize his equipment and construction facilities in an orderly and expeditious manner. Mobilization and demobilization costs will be included in the unit rate for concrete and no separate payment will be issued for this item.

END OF SPECIFICATIONS

AGREEMENT

THIS AGREEMENT made in triplicate the _____ day of _____, **2021** by and

Between: _____
(Contractor Name)

carrying on business as _____
(Contractor Name)

hereinafter called the Contractor and **THE CITY OF MOOSE JAW** hereinafter called the City.

WITNESSETH: That the Contractor and the City in consideration of the fulfillment of their respective promises and obligations herein setforth, covenant and agree with each other as follows:

ARTICLE 1:

- a) A general description of the work under this contract is **Sidewalk, Curbs, and Medians Repair and Replacements** and as per the Bid Form.
- b) The Contract Documents, listed below, are attached and made part of this Agreement:
 1. Bid Form, including:
 - i. Contract Document Review
 - ii. Addenda Acknowledgement
 - iii. Unit Prices
 - iv. Force Account Rates
 - v. Subcontractor(s) & Material Supplier(s)
 - vi. Conflict of Interest Disclosure
 2. CCDC 11 – Contractor Qualification Statement
 3. Worker’s Compensation Board Clearance Certificate
 4. City of Moose Jaw Business License
 5. Contract, including:
 - i. Agreement
 - ii. Consent of Surety
 - iii. Definitions and General Conditions
 - iv. Supplementary Conditions
 - v. Supplementary Safety Conditions
 6. Specifications
 7. Drawings

ARTICLE 2:

- a) The Contractor shall at its own expense provide all necessary tools, plant, appliances, equipment and things, and all and every kind of labour necessary for the due execution and completion of the Works.
- b) The Contractor agrees and hereby covenants to perform and execute the Works in accordance with the Contract Documents.
- c) The Contractor agrees to actively commence work on or before **June 1, 2021** and agrees to complete the Works on or before **October 31st, 2021**.

ARTICLE 3:

The City in consideration of the performance by the Contractor of the covenants and agreements, will pay the Contractor, subject to any addition, deduction, retention or penalty set forth in the Contract Documents, and where applicable, based on unit prices, as tendered make a tender price of \$ _____ including PST. Goods and Services Tax (GST) will be applied.

- a) The Contractor may claim monthly payment for the work completed, minus a ten per cent (10%) holdback, as per the Builders` Lien Act. The invoice must show the ten per cent (10%) Builders` Lien holdback on the gross amount invoiced. The 5% Goods and Services Tax (GST) will be applied to the payable amount.
- b) The Builders` Lien will be held for a minimum of forty (40) calendar days after issue of the Construction Completion Certificate (CCC). To obtain the certificate, the Contractor must submit written notice for inspection, in which the Owner will promptly inspect the works and if satisfied, will issue the CCC.
- c) For the Owner to release the ten per cent (10%) Builders` Lien, the Contractor must supply a Saskatchewan Worker`s Compensation Board Clearance Certificate and a Statutory Declaration stating that all assessments relative to the work under the Contract have been paid. An invoice will be required to issue payment of the Builders` Lien holdback.
- d) The date of the CCC will be the date of the commencement of warranty. Once the Owner has released the holdback payment, the Contractor shall, by the acceptance of same, have acknowledged the payment in full of all monies due under the Contract.
- e) At the end of the period of warranty, the issuance of the Final Acceptance Certificate (FAC) and the acceptance of the works thereof by the Owner shall constitute a waiver of all claims by the Owner and the acceptance of such FAC by the Contractor shall constitute a waiver of all claims under the Contract.
- f) The warranty period shall be for two (2) years from the date of the Construction Completion Certificate (CCC).

ARTICLE 4:

If the Contractor fails to complete the work within the time specified, but nevertheless is permitted to proceed and complete the Works, such permission shall not modify nor waive in any respect any forfeiture or liability of the Contractor for damages arising from such non-completion within the time specified and covered by the 'Liquidated Damages' clause of the General Conditions.

ARTICLE 5:

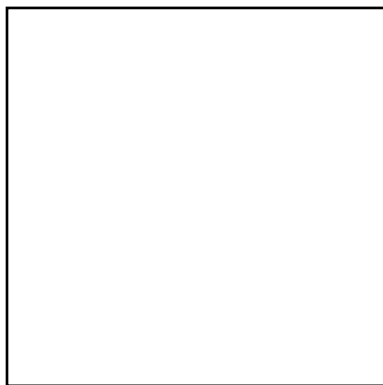
The covenants herein contained shall apply to and be binding upon the parties hereto, and their successors, administrators, executors, and assigns and each of them.

ARTICLE 6:

This agreement, and all documents which form a part of this agreement, shall be construed in accordance with the laws of the Province of Saskatchewan.

IN WITNESS WHEREOF the parties have set their hands and seals on the day and year first above written.

SIGNED by the said Contractor in the presence of CITY OF MOOSE JAW



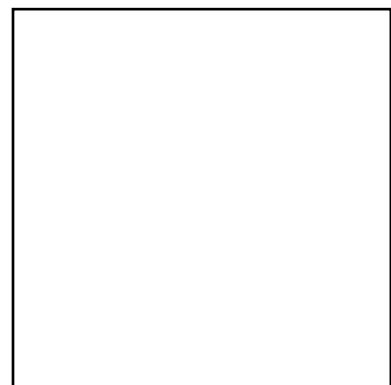
CITY SEAL

Per: _____
MAYOR

Per: _____
CITY CLERK

WITNESS

CONTRACTOR



SEAL

CONSENT OF SURETY

1) PERFORMANCE BOND AND LABOUR AND MATERIAL BOND

The undersigned agrees to commence the Contract by _____, **2021** and to provide a Performance Bond and Labour and Material Payment Bond, each in the sum of \$ _____, each being fifty per cent (50%) of the total bid price stated in the Bid Form, which Bonds will be delivered at the time of the execution of the Contract by the Bidder, said Bonds to be by the _____ Surety Company, provided said company is satisfactory to the City of Moose Jaw.

OR

The undersigned agrees to commence the Contract by _____, **2021** and to provide a Performance and Labour and Material Payment certified cheque in the sum of \$ _____, each being fifty per cent (50%) of the total bid price stated in the Bid Form, which cheque will be delivered at the time of the execution of the Contract by the Bidder, said certified cheque is satisfactory to the City of Moose Jaw.

2) OUT-OF-PROVINCE CONTRACTOR BOND

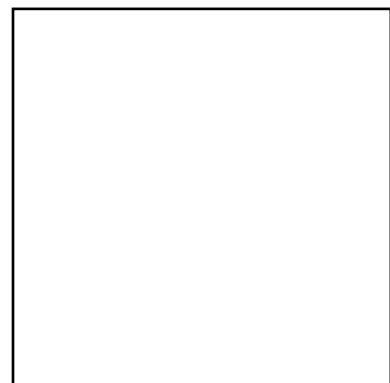
The undersigned agrees to commence the Contract by _____, **2021** and to provide confirmation of receipt and acceptance of a bond or cash deposit equivalent to six per cent (6%) of the total amount of the extended Unit Prices of the Contract for payment of Provincial Sales Tax (PST), in accordance with the Education and Health and Tax Act, by the Treasury Department, Taxation Branch, Regina, Saskatchewan.

SIGNED, SEALED, AND DELIVERED

THIS _____ day of _____
A.D. 2021

WITNESS

SIGNATURE OF CONTRACTOR



SEAL

GENERAL CONDITIONS

1) Convent to do Works

In consideration of the mutual covenants herein contained the Contractor agrees it will execute, perform and finish in a true, perfect, thorough and workmanlike manner the Works for the prices stated in the Bid Form as accepted by the City.

2) Definition of Terms

The following terms wherever used herein shall, unless the context otherwise requires, have the following meanings:

2.1 "Authorized", "Directed", "Required", "Approved", "Ordered", "Sanctioned" and "Satisfactory" shall be deemed to be used with respect to the Engineer.

2.2 "City" means the Municipal Corporation of the City of Moose Jaw.

2.3 "Contract" and "Contract Documents" mean and include the Instructions to Instructions to Bidders, Bid Form, CCDC 11 - Contractor Qualification Statement, Worker's Compensation Board Clearance Certificate, City of Moose Jaw Business License, Contract, Specifications, Drawings, and any other documents referred to or connected with this agreement and the various documents are incorporated to and constitute part of the Contract.

2.4 "Contractor" means the party or parties to whom shall have been let the Contract.

2.5 "Engineer" means the Manager of Engineering Services, of the City of Moose Jaw, or such other person as may be duly authorized in writing by the City Manager to act in the stead of Manager of Engineering Services.

2.6 "Plans" means plans, details, profiles, drawings, sketches or copies exhibited or used in connection with the Work to be done under this Contract.

2.7 "Plant" means and include all machinery, equipment, and every temporary or accessory means necessary or required to carry on and complete the Works herein described, and all special or other appliances used in connection therewith.

2.8 "Specifications" means all provisions and requirements setforth in the Specifications attached hereto and forming part of the Contract, together with all written and printed agreements and instructions, made or to be made pertaining to the method and manner of performing the Work or to the quantities and qualities of the materials to be furnished under the Contract.

2.9 "Sub-Contractor" means a person, firm or corporation having a Contract with the Contractor for the execution of a part or parts of the Work.

2.10 "Work" and "Works" means all labour, materials, matters and things required to be supplied or done for the carrying out of the Work referred to in the Specifications, plans, Drawings, and other documents forming part of this Contract, together with all extra additional labour and materials, matters or things which may be ordered by the Engineer as herein provided. The Works are intended to be fully set out in the Contract, but if anything is omitted or mistaken which is necessary to the proper performance and completion of any part of the Works, the Contractor shall at the Contractor's own expense execute the same as if it had been properly described, and such Work shall not be an extra or an

addition to the Works contracted for and no extension of time for the completion of the Contract shall be allowed by the Engineer with respect thereto.

3) Works to be Commenced

The Work shall be started at the date mentioned in the written directions given by the Engineer to the Contractor unless the Contractor and Engineer agree on an earlier date, which date of commencement shall be not less than five (5) days from the receipt by the Contractor of the said directions.

4) Date of Completion of Work

The Work shall be fully completed and possessions or delivery thereof given by the Contractor to the City within the time specified in the Notice to Bidders unless the said period of completion is extended by the Engineer as herein provided.

5) Liquidated Damages

The Contractor agrees, the diligent and effective prosecution and completion of the Works is a material part of this Agreement, and that the City will sustain damage or loss as a result of the Contractor's failure to complete the Works within the time specified herein and any extension of time given by the Engineer as provided herein. The parties hereto agree upon a genuine pre-estimate of the damage or loss that will result to the City by reasons of the failure of the Contractor to complete the Works within said specified time and extension, if any. The Contractor will pay to the City by way of ascertained and liquidated damage, and not by way of penalty, the sum specified in the Specifications for each day the date of delivery is delayed beyond the specified delivery dates, including extensions.

6) Extensions of Time

6.1 The Contractor, whenever they consider that by the terms of this Contract they are entitled to an extension of time for the completion and/or delivery of the whole or any portion of the Works, shall make forthwith application in writing to the Engineer for such extension, specifying the grounds on which they claim. The Engineer on receipt of the written claim shall fully and fairly consider it and fix such an extension period as in the Engineer's opinion will be appropriate. Failure or neglect on the part of the Contractor to make application for extensions, shall constitute a waiver on the Contractor's part of any right to same.

6.2 Extensions of time for the completion and/or delivery of the Work shall be given by the Engineer whenever in the Engineer's opinion such extensions will be fair and just to both parties and without in any way limiting the powers thus conferred upon the Engineer such extensions may be granted where alterations, additions or extras are made in the work by the Engineer, or where the Contractor is delayed by strikes, lockouts, or other causes for which they are not responsible.

7) Quantities of Work

The City reserves the right to increase or decrease the estimated quantities noted on the Bid Form by twenty-five per cent (25%).

8) Suspension of Work

8.1 Where the Engineer considers that the Work is in danger of being injuriously affected by frost or other climative conditions or considers that for any reason it cannot be satisfactorily proceeded with, the Engineer shall direct the Contractor to suspend operations and to protect the Works to the extent and in the manner directed by the Engineer.

8.2 The Contractor upon receiving written notice pursuant to Clause 7.) from the Engineer shall discontinue the Work and shall not resume it until receiving a written notice from the Engineer directing the Contractor to do so. The Contractor shall as directed by the Engineer, make such provisions for the accommodation of the public with respect to the Works while operations are suspended. No extra allowances will be made, therefore, or extensions of time for the completion of the Works given, unless the Engineer decides that the Contractor is entitled thereto.

9) Engineer in Charge for City & Person Representing Contractor

The Engineer shall represent the City in relation to the Works and if not personally present, the Engineer shall be represented by the Agent Engineer or Inspectors. The Contractor at all times shall have on the Works some competent person who has been advised the Engineer has full power to act for the Contractor as foreman or superintendent in all matters pertaining to the Contract. Should such person be deemed by the Engineer to be incompetent or conduct themselves improperly, shall be replaced by the Contractor.

10) Engineer May Appoint Assistants

The Engineer may appoint an Agent Engineer or Manager of Engineering or Engineering Tech. or Inspectors to aid in carrying on the Works. The Engineer shall specify in writing the powers to be exercised by the Agent Engineer or Inspectors, and a copy of same shall be given to the Agent Engineer, each Inspector, and the Contractor, but the Engineer shall not have the right to delegate the powers to settle any disputed matter arising out of or in any way connected with this Contract.

11) Verbal Directions

All directions given by the Engineer to the Contractor or arrangements made adding to or varying from the Plans, Specifications and details incorporated in the Contract shall be in writing and no consideration will be given to any verbal agreements.

12) Engineer Sole Judge

12.1 The parties to this Contract have agreed each with the other that the Engineer shall be the sole judge of all matters connected with the proper carrying out by the Contractor of this Contract.

12.2 Should a dispute arise over the interpretation of any clause in this Contract, as to whether or not the Contractor has fulfilled the obligations in full under the terms of the Contract, it is mutually agreed by both parties to this agreement that they will submit their dispute to a Board of Arbitration composed of one member chosen by each of the parties to the Contract with a third member chosen by the first two named, the third member to be a registered Professional Engineer in the Province of Saskatchewan. The provisions of The Arbitration Act, 1992 of the Province of Saskatchewan, and amendments thereto shall apply and the decision of such Board of Arbitration shall be final.

13) Stakes, Lines, and Levels

13.1 All work to be performed under this Contract is to be laid out by the Engineer by means of stakes and marks and the Contractor is required to make the completed Work conform to the lines or levels thus indicated.

13.2 The Contractor shall, before commencing the Work, be careful to ascertain whether the stakes or marks set by the Engineer represent all the grades, levels, lines, angles or change of surface etc. in the finished work, and must satisfy himself that they are taken and read correctly in connection with the Plans, Details, Specifications and Engineer's directions. Should the Contractor discover or suspect any errors in the same, the Contractor shall at once discontinue the Work unless said errors are investigated

and rectified, but no claim shall be made or allowed on account thereof or on account of any delay occasioned thereby.

13.3 The Contractor shall, before commencing Work at any point satisfy oneself as to the meaning and correctness of all stakes and marks, and no claim will be entertained by the City for any allowances based on alleged inaccuracies or for any alterations subsequently rendered necessary on account of the Contractor's failure to read same correctly, unless the Contractor notifies the Engineer in writing before commencing the Work therefrom.

13.4 The Contractor shall give the Engineer at least forty-eight (48) hours' notice whenever additional levels, lines, stakes, etc. are required on any portion of the Work, stating the locality at which such are needed for immediate use.

13.5 The Contractor shall be responsible for the preservation of all stakes and marks in their proper condition. If any of them are disturbed or destroyed, the Contractor shall at once notify the Engineer and if in the opinion of the Engineer, the Contractor has been negligent in their protection, then the entire cost of replacing any stakes, etc. as destroyed may be charged against the Contractor and deducted from any payments due under the Contract.

14) Inspection

The Contractor shall on request furnish the Engineer or the assistants with any reasonable help which they may require at any time in the setting out or inspection of the Work. The Contractor shall furnish them with convenient means of access to all parts of the Works and shall facilitate by all reasonable means a thorough examination and inspection of the Works and the cutting or removal of doubtful or defective materials. If such work be found in accordance with the Contract, the City shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract through the fault of the Contractor, the Contractor shall pay such cost.

15) Procedure Where Contractor Refuses or Neglects to Obey Direction of Engineer

Where the Work consists of more than one part, each part shall be completed in sufficient time to permit the whole work being finished within the time herein specified, and the Engineer shall decide as to whether such progress is being made. Failure or neglect on the part of the Contractor to carry on the Work with expedition or in any other manner as directed by the Engineer, or the refusal or neglect to do or abstain from doing anything which by the terms of this Contract, the Contractor is required to do when authorized, directed or required by the Engineer, shall entitle the Engineer, after given twenty-four (24) hours written notice to the Contractor, to take over without action or process-at-law the whole or any part of the Works and relet them to any other person or company, with or without previous advertising, or to employ workers and provide materials, Plant, transportation, and all other necessary things at the expense of the Contractor; or to take such other steps as the Engineer may consider necessary or advisable in order to secure the completion of said Works in accordance with the provisions of this Contract, and for that purpose and as agent of the Contractor to take possession of and use the Plant of the Contractor, and the Contractor hereby appoints the Engineer as the agent with full power to act on the Contractor's behalf under the conditions above specified, and agrees that the Contractor will peaceably give up the Works or any part thereof specified in the Engineer's notice, together with the Plant, and the Contractor or the sureties on the Contractor's behalf will pay such sum of money as the Engineer may authorize to be paid by the Contractor for the completion of the Works or such portion thereof as the Engineer shall deem necessary to take over under the powers of this section conferred on the Engineer. If the Works or any part thereof are taken out of the hands of the Contractor as herein provided, the Engineer may direct to whom the progress estimate shall be made payable until the Works thus taken over are completed and paid for, but no action that the Engineer may take under the powers hereby conferred upon the Engineer shall in any way affect the relative obligations of the City and the Contractor or the Contractor's sureties

under this Contract except as above specified, nor shall it constitute an excuse for delay on the Contractor's part in completion of the Works. The Engineer shall keep strict account of all monies authorized by the Engineer to be paid out for the completion of the Works or any portion thereof taken over as aforesaid, and the City may deduct from any monies due or accruing due to the Contractor under this Contract such sums (if any) as shall be necessary to protect it from loss hereunder, as the Engineer directs, or it may recover such money from the Contractor or the Contractor's sureties.

Notwithstanding, anything in this section contained, the Contractor shall be liable to the City for any damage the City may sustain by reason of any default in the completion of the Work in accordance with the provisions of this Contract.

16) Subletting

The Contractor shall not assign or make over this Contract to any other person, nor sublet or make any subcontract with any workman or workmen or other persons whomsoever, for the execution of any part of the Works without the permission of the Engineer in writing. Any sub-contractor so employed by the Contractor shall be subject to the orders and directions of the Engineer in the same manner as the Contractor.

17) Payments and Measurements

The Contractor may claim monthly payment for the work completed, minus a 10% holdback, as per the Builders` Lien Act. The invoice must show the 10% Builders` Lien holdback on the gross amount invoiced. The 5% Goods and Services Tax (GST) and 6% Provincial Sales Tax (PST) will be applied to the value of materials incorporated in the Works and the Work done at the site less the aggregate of the previous payments made. These progress payments shall not be taken or considered as an acceptance of the Work or that portion of it then done or as an admission of the City's liability to the Contractor in respect thereof.

18) Preparation of the City of the Proposed Work

It shall be the duty of the Contractor, unless it is herein specified otherwise, to prepare the site of the Works by the removal of all materials and construction in any way necessary to the proper carrying out of the Works as directed by the Engineer.

19) Contractor to Supply Materials, Labour, and Plant

The Contractor, unless it is herein specified otherwise, is to provide all the necessary storage ground, and furnish all materials, labour and Plant, together with all proper and required facilities for removing and transporting same that shall be necessary for the proper carrying out and completion of the Works.

20) Provisions for the Carrying on of Other Work

Contractor shall afford all reasonable and necessary facilities to the City or any other contractor, company, corporation or party owning or operating or carrying on any work affected by the Works and particularly any work which consists of operating any railway, bus, the stringing of wires, laying pipes, conduits or other public or private works or structures. The Contractor, subject to such allowances for extra work and time as the Engineer may allow, shall permit any other work or works to be carried on, which in the opinion of the Engineer are necessary, which may interfere with or affect the Works.

21) Provisions for Carrying on of Works Affecting this Contract not Contemplated at Time of Execution Thereof

The City shall have the right at any time during the construction or after the completion of the Works to carry on or authorize to be carried on, any work even though it may affect the Works, but before anything is done in any way affecting the Works, covered by this Contract, the City shall provide the Contractor with such plans, profiles and Specifications, as are necessary to enable the Contractor to ascertain to what extent the Works will be affected. The Contractor shall make a careful estimate of damage which the Contractor will sustain, and submit same to the Engineer who shall determine what allowance the Contractor may be entitled to as a result of the Work being interfered with by the carrying out of the proposed Works. The carrying out of any such proposed Works by the City or anyone authorized by it, shall not affect the responsibility or risk of the Contractor to the City under this Contract to any greater extent than the Engineer shall determine upon application by the Contractor.

22) Changes in Quantities

Unless otherwise provided for in the Contract, adjustments in unit prices for increased or decreased quantities shall be governed by the following:

22.1 For the purpose of this section:

(a) "Final Contract Account" means the total amount obtained by multiplying the final number of units of each class of work by the unadjusted contract unit price for that class of work, but excludes sums paid for extra work.

(b) "Major Contract Items" means any contract item (except those classified as extra work) whose total cost (determined by multiplying the estimated quantity or the final quantity, whichever is the greater, by the unadjusted contract unit price) is greater than seven per cent (7%) of the contract sum as determined by multiplying the estimated quantities by the unadjusted contract unit price.

(c) "Estimated Quantity" means the quantity shown in the original tender.

(d) "Final Quantity" means the actual quantity of work performed as measured by the Engineer.

22.2 If the Final Quantity of any Major Contract Item is within twenty-five per cent (25%) of the Estimated Quantity, payment will be at the Contract prices for the quantity of work actually performed.

22.3 If the Final Quantity of any Major Contract Item is less than seventy-five per cent (75%) of the Estimated Quantity, the Contractor may submit a written request for an adjustment of the Contract unit price. Such a request will be considered by the City, subject to the following limitations:

(a) That the request will be considered only insofar as it justifies an increased pro-rata share of fixed expenses chargeable to that Major Contract Item because of the decreased Final Quantity of the item.

(b) That no allowance will be made for anticipated profits on any work not performed.

(c) That the total adjusted payment for the final quantity shall in no case exceed that which would be made for seventy-five per cent (75%) of the estimated quantity at the Contract price.

(d) That no adjustment will be made if the Contractor's request is received later than thirty (30) days after the City has notified the Contractor of the final quantities.

22.4 If the Final Quantity of any Major Contract Item is more than one hundred twenty-five per cent (125%) of the Estimated Quantity, either party to the Contract may submit a written request for an adjustment in the Contract unit price. If the Contractor makes the request, it shall be considered by the

City; if the City makes the request, it shall be considered by the Contractor, subject to the following limitations:

- (a) That the Contract unit prices shall apply on quantities up to and including one hundred twenty-five per cent (125%) of the estimated quantity.
- (b) That if adjusted, such adjusted price shall apply only to the quantities in excess of one hundred twenty-five per cent (125%) of the estimated quantity.
- (c) That no allowance will be considered for losses sustained or profits accrued on the quantities up to and including one hundred twenty-five per cent (125%) of the estimated quantities.
- (d) That the request shall be accompanied by supporting evidence.
- (e) That no adjustment will be made if the Contractor's request is received later than thirty (30) days after the City has notified the Contractor of the final quantities.

22.5 None of the provisions of this section shall excuse the Contractor from proceeding with the Work.

23) Alterations, Extras, Deductions, and Claims

23.1 The Engineer shall have the right at any time before or during the prosecution of the Work, to change or alter any line, grade, place or detail thereof, or suspend or omit any portion of any section of the Work.

23.2 The Contractor shall, in pursuance of the Engineer's written order to that effect, proceed with, carry out, and execute the Works as so altered or changed; the Contractor shall also supply such additional materials and do such additional work, without being entitled to any extension of time for the completion thereof, except as herein provided.

23.3 Where the Contractor contemplates doing any work or supplying any materials which the Contractor considers are not within the requirements of this Contract, the Contractor shall before commencing such work or procuring any materials, make application in writing to the Engineer for the decision as to how the work or material supposed to be done or supplied shall be deemed an extra. The Contractor shall clearly define the nature of the extra work or material and specify the amount claimed shall be allowed and the extension of time that should be granted.

23.4 The Engineer shall on receipt of the application forthwith consider and decide whether any extra allowances should be made to the Contract, and if so, how much and what extension of time for the completion of the Work should be granted.

23.5 Neglect or failure on the part of the Contractor to observe fully and faithfully the above conditions shall place upon the Contractor the entire onus of satisfying the Engineer of the correctness of any claim subsequently made by the Contractor with respect to said work done or materials supplied.

23.6 The Engineer may direct that extra work shall be done by the Contractor as a force account on the basis of cost, plus ten per cent (10%).

23.7 The extra work done on a force account basis will be paid for as follows:

- a) The actual cost of all labour, including allowance for holiday pay and Canada Pension Plan and Employment Insurance and levy by Workers' Compensation Board, required directly for the performance of extra work plus ten per cent (10%) of same.

b) The actual cost of all materials including transportation charges required directly in the extra work, plus ten per cent (10%) of the same.

c) A reasonable rental to be agreed upon before the Work is begun for machinery and heavy equipment, such as tractors, bulldozers, ditching machines, air compressors, concrete mixers and graders, etc. furnished by the Contractor, for the actual time required in operation for the performance of the extra work, to which no percentage shall be added.

23.8 The Engineer may direct that extra work shall be done by the Contractor on a lump sum basis, upon receipt from the Contractor of a detailed estimate of the total cost of the extra work. The Engineer, on receipt of the estimate, shall decide whether it represents a true appraisal of the Work and costs involved, and if in the Engineer's opinion the charge is reasonable, shall in writing prior to commencement of the Work, accept it as an agreed charge for further extra work of this nature under the Contract, and shall treat this agreed charge as if it were a unit price in the Bid Form.

23.9 The compensation as provided above shall be payment in full for all charges including superintendence, overhead, the use of small tools and profit.

23.10 The Contractor shall furnish original receipted bills to verify the cost of materials used on extra work, and in support of labour charges shall be required to furnish a labour cost sheet which shall show the nature and location of the Work, the names of the parties engaged thereon the dates of their employment and the rate of wages paid.

23.11 All claims of every nature which the Contractor may have against the City in respect to this Contract for extra work done thereunder are to be detailed and submitted in triplicate to the Engineer not later than the fifteenth (15th) day of the month subsequent to that in which such extra work was performed, and no claim of any nature subsequently made shall be entertained or allowed by the Engineer.

23.12 Where the Engineer makes any alterations in the Works by which a less amount of labour or materials are required than is provided for in the Contract, the Engineer shall deduct from the Contract price the value thereof in accordance with the schedules set out in the Bid Form for the Work.

23.13 Where any additional material, goods or supplies are purchased by the Contractor or any sub-contractors hired by the Contractor, the tendered price to the City shall include all applicable taxes except G.S.T., but including Education and Health Tax. These amounts will be calculated after the Contractor has deducted any available rebates or input tax credits due from the cost of the original material purchase. The Contractor shall indicate on each invoice submitted for payment the amount of tax charged. The Contractor shall remit such tax collected to the appropriate Federal or Provincial Department of Revenue and Taxation.

24) Warranty

24.1 The warranty period shall be for the period of two (2) years from the date of the Construction Completion Certificate (CCC).

24.2 The Contractor shall warrant the Work and every part thereof in perfect order and in complete repair and make good in a permanent manner satisfactory to the Engineer any and all defects, damages or injury to the Works during their construction and until completion.

24.3 During the warranty period, the Contractor shall be responsible for any and all defects that may occur through the Contractor's use of improper, defective or faulty material or workmanship.

24.4 During the period of warranty should the Contractor for any cause whatsoever fail to have the necessary repairs effected within a reasonable time on order in writing to do so by the Engineer sent by registered mail to the Contractor's last known address, the Engineer may take all necessary steps to have the required work done either by City employees or by an independent contractor.

24.5 Should an emergency arise requiring immediate attention in respect to warranty, the Engineer shall have the right to take such action, without notice, as deemed necessary.

24.6 The cost of all warranty shall be paid by the Contractor and should the City be required to carry out warranty work as provided for under Section 24.4 and 24.5 the City may, at its option, deduct all costs from any holdback it may have or from the Surety Company.

24.7 The decision of the Engineer as to the necessity and extent of the repairs and of the character thereof shall be final. At the expiration of the warranty period, the Engineer will issue a Final Acceptance Certificate (FAC) on being satisfied that all necessary warranty work has been completed to the Engineer's satisfaction. The City will, forthwith after the issue of the FAC, release the sureties.

25) Co-Operation

The Contractor shall arrange and carry on the Work in such a manner that the City shall not be unnecessarily hindered in the progress of its Work, and when the Contractor's part of the Work is finished, shall remove from the premises all tools, machinery and debris etc. and leave the entire structure free from all such obstructions and hindrances.

26) Sample of Materials

The Engineer may require a sample of any materials, which by the terms of the Contract is required to be supplied by the Contractor, to be submitted to and approved by the Engineer before any of the same is delivered to the site. It is understood that the approval of any materials shall not prevent their later rejection should they, in the Engineer's opinion, turn out to be unsound or unfit to be used; nor shall such approval be considered as a waiver of objections to the Work at any subsequent period on account of unsoundness or imperfection of the materials used or on any other account.

27) Inferior Plant, Materials, or Workmanship

Any Plant, materials or workmanship which the Engineer decides is not in accordance with the Specifications or is not up to sample shall not be brought on the site of the Works, or if brought upon the site of the Works shall be removed as directed by the Engineer in writing.

28) Defective Work or Materials

The Contractor shall at any time during the construction of the Works when required by the Engineer make such openings any part thereof as directed by the Engineer, and shall forthwith repair said openings to the satisfaction of the Engineer. Should the Work so opened up be found to be faulty in any respect, the whole of the expense thus incurred shall be defrayed by the Contractor, otherwise the cost shall be

borne by the City. All defective works or materials discovered by this or any other means shall be forthwith wholly removed and made good by the Contractor to the Engineer's satisfaction.

29) Valuable Surplus Materials

All surplus or other materials of any kind arising from or during the construction of the Works or any portion thereof which belongs to the City shall not be sold, dumped, wasted or otherwise disposed of

except as directed by the Engineer, and if so disposed of, the Engineer shall ascertain as nearly as the Engineer can, the quantity and the value thereof, and shall direct the Contractor or the Contractors sureties to pay unto the City the amount thus found, or the City may deduct it from any subsequent progress estimate of the Construction Completion Certificate (CCC) given by the Engineer to the Contractor.

30) Disposition of Waste Material

30.1 All materials that are waste arising out of the construction of the Works shall be removed therefrom and neatly piled, evenly spread or deposited where and as directed by the Engineer. The whole expense of loading, hauling, unloading, piling, spreading or otherwise dealing with the said waste material shall be borne by the Contractor.

30.2 The disposal of concrete related to this Contract will be disposed of at the City yard 1010 High St. W. The cost of this disposal at the City landfill will not be charged to the Contractor.

Any material from work outside of this Contract will be the responsibility of the Contractor.

31) Materials Supplied by the City

Where materials are by the terms of the Contract supplied by the City it shall make every reasonable effort to have a sufficient supply of such materials tested, examined, approved and ready for use in the City Yards, or at such other locations as directed by the Engineer, at such times as they may be required for use upon the Works. If the City, without fault or neglect, is unable to furnish at any time a sufficient supply, the Contractor will not be entitled to any allowances, therefore, other than such extensions of the time for completion of the Works as the Engineer shall decide.

32) Haulage and Demurrage

All materials supplied by the City shall be loaded and conveyed by the Contractor to the Works and the cost of same borne by the Contractor. Where such materials are delivered on board cars at the City of Moose Jaw the Contractor shall make provision for unloading and conveying the materials to the Works as soon as the cars are delivered in the City, and all demurrage, if any, shall be paid by the Contractor.

33) Care of Existing Structures

33.1 Before interfering with any water or sewer pipe, hydrant, steam line, drain, culvert, boulevard, manhole, railway, transit system, telegraph or telephone or electric wires, poles or conduits, or other structures, the Contractor must notify the owner, superintendent, or property owner concerned and work in harmony with them as far as the Contractor possibly can, referring any dispute to the decision of the Engineer.

33.2 The Contractor shall take all reasonable precautions so as to cause the least possible damage and shall carefully observe all directions in this respect given by the Engineer. Any damage done to these structures through the operations must be made good by the Contractor at the Contractor's own expense and shall be liable for all damages or claims against the City arising in any way from interference with said structures.

No guarantee is given that the position of all such existing structures is marked correctly or marked at all on the plans.

34) Night Work

When any Work is authorized by the Engineer to be carried on at night, the Contractor shall supply at the Contractor's own expense, a sufficient number of electric or other approved and efficient lights to enable the Work to be done in a safe, efficient, and satisfactory manner.

35) Use of Hydrants and Water from Private Residences

35.1 Contractors will not be allowed to take water from the fire hydrants under any circumstances, unless otherwise warranted in the Specifications. Any water required may be drawn from Crescent View Lift Station, or if the lift station is closed, the City Yards, by use of a tank truck and the Contractor will pay the going water rates.

35.2 The Contractor shall at all times keep all hydrants, water valves, stop-cocks, street gullies and manholes free and easy of access so that they can be conveniently located by the Fire Department or other authorized persons.

36) Sanitary

The Contractor shall provide and properly maintain in a clean, suitable and sanitary condition, sufficient privy or water closet accommodation for employees, satisfactory to the Medical Health Office.

37) Drainage

The Contractor shall keep all portions of the Work well, properly and efficiently drained during the construction and until completion, and will be held responsible for all damage which may be caused or result from water backing up or flowing over, through, from or along any part of the Work, or which any of the operations may cause to flow elsewhere.

38) Notice of Accident

The Contractor shall give notice in writing to the Engineer immediately after the happening of any accident with the name(s) of the person(s) having received injuries thereby, the nature and character of any property damage that has been caused either as a result of the neglect of the Contractor or otherwise in the carrying on of the Works, and upon receiving such notice, the Engineer shall make a careful investigation and estimate of the damage sustained and certify the estimate of the amount thereof to the City.

39) Monies Due City

All monies payable to the City by the Contractor may be retained out of monies due to the Contractor from the City under this Contract, or at the option of the City, may be recovered from the Contractor and the Contractor's sureties or any of them in any Court of competent jurisdiction as a debt due to the City. If the City shall become entitled to an amount in damages or otherwise that cannot be ascertained, then it shall have the right to require the Engineer to withhold a sufficient portion of any progress estimate or certificate to satisfy the amount as estimated by the Engineer of said payment.

40) Progress Diary

40.1 The Contractor shall from the date of the commencement of the Work, maintain a careful diary record of the progress of the Work. This record shall be open to the Engineer's inspection at all reasonable times, and shall be turned over to the Engineer on completion of the Work.

40.2 The diary shall record all pertinent data such as daily weather conditions, excavation work, erection and removal of forms, placement and compaction of base, concrete pours, completion etc.

40.3 All accidents shall be recorded, in detail, in the diary on the day that they occur.

41) Contractor to Comply with Laws and Regulations

The Contractor shall at all times, comply with all laws, bylaws, statutes, ordinances, orders, rules, regulations and requirements of any Federal, Provincial or Municipal Government and any appropriate department, commission, board or officer thereof.

42) Weekend Work

The City may require the Contractor to perform certain work on weekends. Work on weekends shall be performed at no extra cost to the City.

43) Powered Mobile Equipment (PME) Training Requirements

Occupational Health and Safety (OH&S) Legislation requires that only trained and competent operators are required or permitted to operate PME. Training must meet the specific requirements under Table 14.1 of the OH&S Regulations, and be provided by a competent person(s) and that a written record of all training delivered to workers is kept readily available. Contractors will be required to produce written documentation prior to commencing Work that they, and/or their operators, have been trained and are competent within the meaning of Section 154 of the Occupational Health & Safety Regulations.

END OF GENERAL CONDITIONS