Special Provisions

Contract No. RM159-2023-01

SW of 17, 18- 18- 20 W2 and SW 13, 14- 18- 21 W2

1. OCCUPATIONAL HEALTH AND SAFETY

1.1 In addition to General Provision 1200.1.3, Bids will be rejected if, prior to the time fixed for receiving Bids, Bidders have not obtained either:

1.1.1 A Saskatchewan Certificate of Recognition (COR) in accordance with General Provision 1450.2.3, or

1.1.2 A Letter of Equivalency in accordance with General Provision 1450.2.3.1.

1.2 In accordance with General Provision 1450 for Occupational Health And Safety, and with Part III of *The Saskatchewan Employment Act* and *The Occupational Health and Safety (Prime Contractor) Regulations*, the Contractor shall assume the roles and responsibilities of the "prime contractor".

2. COMPLETION DATE AND LIQUIDATED DAMAGES

2.1 In accordance with Specification 8100 For Specified Completion Date, the following will apply:

2.1.1 The Specified Final Completion Date is October 31, 2023.

2.1.2 Daily Liquidated Damages will be $1,000.00.

2.1.3 The lump sum Liquidated Damages will be $20,000.00.

3. ORDER OF WORK

3.1 The order of work may be governed by the Right-of-Way purchase, relocation of utilities, and approvals and restrictions of regulatory agencies or landowners.

3.1.1 Contrary to General Provision 1300.11.3, no direct compensation will be paid for moving within the Contract limits or staging of work.

3.2 Through Grade Culverts must be installed prior to subgrade preparation and compaction or placement of clay cap material on the road.

4. TRAFFIC ACCOMMODATION

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

4.2 The Contractor shall not start work at any site until road closed signs are installed by the Contractor. The roads must be accessible to local traffic at all times during Construction.

4.3 Contrary to Specification 8400.5.3.1 and 8400.5.3.5, payment for water used to control dust will not be made directly, but will be considered as a subsidiary obligation of the Contractor under this Contract.

4.4 All signs shall be fully reflectorized for night time visibility. All construction signs are the responsibility of the Contractor.

4.5 Contrary to Specification 8400.5.1 Traffic Accommodation will not be paid for directly but will be considered as a subsidiary obligation of the Contractor under this contract.

4.6 Night work shall not be permitted on this Contract.

5. UTILITIES

5.1 The Contractor shall ensure that all utilities, whether shown on the plans or not, that may interfere with construction are identified and marked. The municipality will make available to the Contractor whatever underground utility information that it may possess but such service will not relieve the Contractor of their responsibilities.

5.2 The Contractor shall preserve and protect all utilities. The Contractor shall assume full responsibility for reimbursing the owners for any damage, caused by their operations, to such properties.

5.3 SaskTel requests two (2) weeks notice prior to the actual construction start date.

5.4 The Contractor shall not hinder, or interfere with, any persons engaged in protecting or moving utility properties in the operation of the utility. No adjustment in unit prices shall be allowed because of delay or interference caused by such work.

5.5 The Contractor will be responsible for obtaining all required crossing agreements. Contractor should verify with RM which agreements are already in place.

6. REGULATORY AGENCY REQUIREMENTS

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

6.2 Prior to entering the RM of Sherwood, Machinery and heavy equipment must be cleaned, fueled, serviced and stored in a manner that will not contaminate the roads, fields, beds, banks, or boundary of any water body or water course.

7. CLEARING AND GRUBBING

7.1 If required, Clearing and grubbing operations may not take place during the period from April 16th to July 15th inclusive. Deviations from this time period will be subject to the approval of the Engineer.

7.2 Contrary to Specification 2000.3.5 For Clearing And Grubbing, cleared material not required to be salvaged, and grubbed material shall be removed and disposed of by the Contractor at no direct expense to the Municipality.

7.3 Clearing and grubbing will not be paid for directly but will be considered as a subsidiary obligation of the Contractor under this contract.

8. REMOVAL AND REPLACEMENT OF TOPSOIL

8.1 Topsoil within the Construction Footprint shall be removed and stockpiled at locations designated by the Engineer. The required amount of the salvaged topsoil shall be replaced on the Right-of-Way at locations designated by the Engineer.

8.1.1 The Construction Footprint is defined as the area within the cut or fill stakes.

8.1.2 Only the A Horizon material to a depth as specified by the Engineer shall be removed and stockpiled.

8.1.2.1 The maximum depth of topsoil removal will be 150 mm.

8.2 The Contractor shall be responsible for all costs associated with topsoil stockpiles including, but not limited to, acquiring the rights to use the site and exploring and developing the site.

8.2.1 The Contractor may temporarily store topsoil within the Right-of-Way.

8.2.1.1 If the Contractor elects to stockpile topsoil within the Right-of-Way the Contractor shall ensure that it does not interfere with construction operations.

8.2.1.2 Any remaining topsoil must be returned to the side slope or ditch as directed by the Engineer.

8.2.2 If the Contractor stockpiles topsoil outside the Right-of-Way the following shall apply:

8.2.2.1 The Contractor shall provide the Engineer with a written copy of the agreement with the landowner that allows the use of their land as a temporary stockpile site.

8.2.2.2 The Contractor shall provide the Engineer with a written copy of clearance for the site, signed by the applicable landowner, prior to Final Completion.

8.2.2.3 Any remaining topsoil after topsoil replacement shall be returned to the Right-of-Way if and as directed by the Engineer.

8.3 The Contractor shall install appropriate sediment control to ensure no sedimentation from topsoil stockpiles enters into adjacent water bodies at no direct expense to the Municipality.

8.4 The volume of the topsoil removed will be measured in cubic metres in its original position. The volume will be measured by the cross-section method. Cross-sections will be taken before and after the topsoil is removed.

8.5 Payment for the removal and stockpiling of the topsoil will be made at the contract unit price per cubic metre for Removal Of Topsoil Including Hauling. The contract unit price will be full compensation for all work required including but not limited to excavating, loading, hauling, stockpiling, and trimming the stockpile if required.

8.6 Topsoil shall be replaced to a uniform depth as specified by the Engineer over the Construction Footprint excluding the Roadway or as designated by the Engineer.

8.6.1 The maximum compacted depth of topsoil replaced will be 75 mm.

8.6.2 If directed by the Engineer, excess volumes of topsoil remaining in stockpiles within the Right-of-Way shall either be removed from the Right-of-Way or spread evenly on the Right-of-Way at no additional expense to the Municipality.

8.7 The volume of the topsoil replaced will be the volume of topsoil removed less the amount remaining in the stockpiles.

8.8 Payment for the placement of topsoil on the Right-of-Way will be at the contract unit price per cubic metre for Replacing Topsoil On Right-of-Way Including Hauling. The contract unit price will be full compensation for all work required to place the topsoil uniformly over the Right-of-Way, including but not limited to loading, hauling, placing, shaping and trimming the slopes and surfaces.

8.9 Payment for removal and disposal of stones 80 mm or more in diameter from the topsoil replaced will be at the contract unit price for Disposal Of Surplus Rock.

9. REMOVAL AND REPLACEMENT OF STRIPPING ON BORROW SOURCES

9.1 Borrow locations will be designated by the municipality. Actual locations are to be confirmed by the Rural Municipality. Contractors are encouraged to confirm borrow locations with the Rural Municipality prior to bidding.

9.2 Topsoil on borrow sources designated by the Rural Municipality shall be removed to a depth as specified by the Rural Municipality. Deep-type borrow sources shall have the topsoil stockpiled at locations designated by the Rural Municipality. Landscape type borrow sources shall have the topsoil replaced.

9.3 Deep-Type borrow pits must be located at least ten (10) meters from the edge of the right-of-way unless written approval is obtained from the Rural Municipality.

9.4 Payment for the removal and stockpiling of the stripping on deep-type borrow pits will be paid for at 0.5 times the rate for bid item Removal And Replacement Of Topsoil On The Right-Of-Way and Borrow Pits Including Hauling (m3).

9.5 Payment for the removal and replacement of the stripping on landscape-type borrow pits will be paid for at the unit bid price for Removal And Replacement Of Topsoil On The Right-Of-Way and Borrow Pits Including Hauling (m3). This will be considered all the compensation for completing the work.

10. SUBGRADE CONSTRUCTION

10.1 In addition to Specification 2300-3.08 (d) For Embankments, the density for the earth embankment may be determined in accordance with STP 205-7 for Density-In-Place By Nuclear Gauge.

10.2 Subgrade Compaction

10.2.1 Contrary to Specification 2300-3.08 (d), each layer of the top 600 mm of the Highway Subgrade shall be dried to at least the optimum moisture content and compacted to an average of not less than 98% of the maximum dry density.

10.2.2 Contrary to Specification 2300-3.08 (d) (ii), the density on any section will be considered satisfactory when the density test results average not less than 98% of the maximum dry density and all individual density tests are greater than 96% of the maximum dry density.

10.3 Contrary to Specification 2300-3.08 (d) (iv), the embankment layer other than at culverts (including the sub-cut backfill layer) from 750 mm to 600 mm below the top of the Subgrade shall be dried to within 3% of the optimum moisture content at no direct expense to the Municipality.

10.4 Earth shall be added or removed from all intersecting roadways and approaches as directed by the Rural Municipality to safely blend to the new grade lines**. Location of approaches on the plans are subject to relocation by the RM prior to construction. This work will be paid for at the applicable contract unit prices.**

10.5 **Borrow Pits shall be constructed to the dimensions and depth as specified by the Municipality.** The contract unit price for Earth Excavation, 98% Maximum Density Required For Earth Embankments (m^3) will be full compensation for all work required for constructing, including but not limited to loading, placing, shaping and trimming the slopes and surfaces of the borrow pits.

11. FAILURE REPAIR

11.1 The Contractor shall install geotextile beneath all failure repair areas as designated by the Municipality.

11.2 Installation of the geotextile shall be as per the manufacturer's specifications.

11.3 Payment for loading , hauling, handling and installing the geotextile will be included in the unit price for Failure Repair.

12. REMOVAL AND DISPOSAL OF SURPLUS ROCK

12.1 In addition to Specification 2320 For Disposal Of Surplus Rock, surplus rock will be defined as stones, boulders, and detached fragmentary rocks which have a dimension of 80 mm or more when measured in any direction except for those which are utilized as riprap.

13. GRASS SEED

13.1 Contrary to Specification 6025.1 For Seeding, the contractor shall supply the grass seed. The grass shall be of a similar mix already present on the existing side slope.

14. WATERING

14.1 Contrary to Specification 2500-2.01 For Watering, the Contractor shall furnish the source of water.

14.2 Contrary to Specification 2500-5, watering on the road and hauling water to the road will not be paid for directly but will be considered as a subsidiary obligation of the Contractor under this Contract. A permit will be required from Water Security Agency if sourced from the Dam.

15. MATERIAL SUPPLY

15.1 The following table is provided to assist the contractor in determining if the Contractor or Municipality will supply the materials for each aspect of the project and where the material will be located for pick up.

MATERIAL	**SUPPLIER**	**LOCATION**
SILT FENCE (IF REQUIRED)	CONTRACTOR	CONTRACTOR SUPPLY
CULVERT MATERIALS	MUNICIPALITY	CONTRACTOR TO ARRANGE WITH RM
WOVEN AND NON-WOVEN GEOTEXTILE	CONTRACTOR	CONTRACTOR SUPPLY
CLAY CUTOFF	MUNICIPALITY	BORROW PIT NEAREST CULVERT SITE
EARTH BACKFILL	MUNICIPALITY	SE 26-18-21 W2
GRAVEL FOR GRAVEL INCORP	CONTRACTOR	CONTRACTOR SUPPLY
GRASS SEED	CONTRACTOR	CONTRACTOR SUPPLY
WATER	CONTRACTOR	CONTRACTOR SUPPLY

16. RATES AND SURCHARGES

16.1 The following are the current rates and surcharges for use, where applicable on this Contract, unless otherwise specified in these Special Provisions.

16.1.1 General Provisions

Subject	Reference	Rate or Surcharge
Force Account surcharge applied to the final estimate	1800.7.2	0.75%

16.1.2 Earthwork

Subject	Reference	Rate or Surcharge

Deep-type borrow pit excavation, material excavated from 6 m to 10 m below original ground.	1510.2.3.11.2	Contract unit price plus $1.00/m^3$
Deep-type borrow pit excavation, material excavated from depths greater than 10 m below original ground.	1510.2.3.11.2	Contract unit price plus $1.50/m^3$

16.1.3 Standard Haul Rates

Haul Distance	Loading Fee	Haul Fee	
		Primary Weights	Secondary Weights
< 12.0 km	$1.10/t	$0.22/t·km	$0.25/t·km
12.0 to 20.0 km	$0.83/t	$0.22/t·km	$0.25/t·km
> 20.0 km	$0.00/t	$0.22/t·km	$0.25/t·km
The conversion factor from cubic metres to tonnes will be 1.7.			

17. MISCELLANEOUS

17.1 The words “RM of Sherwood” shall be substituted for “Department” or “Department of Highways and Transportation” and the words www.sasktenders.ca shall be substituted for www.sasktenders.gov.sk.ca as and where necessary for the correct reading of documents throughout this Contract.

17.2 **Contrary to General Provision 1100.5.2 Goods and Services Tax and Provincial Sales Tax, shall be in addition to the Unit Price for each Bid Item shown on the Bid Form.**

17.3 A non-resident Contractor is required to obtain a guarantee bond of 6% of the Bid to ensure obligations for Provincial Sales Tax to the Ministry of Finance are collected. A guarantee bond is to be produced during the award stage before this Contract can be executed with a non-resident Contractor.

17.4 Contrary to General Provision 1200.7.1, the successful Bidder shall furnish the Performance Bond (if required), the Labour & Material Payment Bond (if required) and other required documentation within 10 days of being notified that its Bid has been accepted.

17.4.1 Contrary to General Provision 1200.7.2, should the successful Bidder fail to furnish the Performance Bond (if required), the Labour & Material Payment Bond (if required) and other required documentation within 10 days, the Municipality may deem the successful Bidder to be in breach of contract, cancel the Municipality's acceptance of the Bid, retain that Bidder's bid guaranty as liquidated damages and accept the Bid of the next ranked Bidder.

17.5 In addition to General Provision 1400.4, the Contractor shall provide the Engineer 48 hours notice prior to the commencement or re-commencement of any work or change in work patterns affecting staffing levels. Work performed within the 48 hour notice period or work performed outside the normal work pattern within that 48 hour period will be considered unauthorized work in accordance with General Provision 1400.7.3.

17.6 In addition to General Provision 1450.5.1, the Contractor shall give sufficient advance notice to the Engineer to permit the RM to make satisfactory arrangements for the Pre-construction Meeting.

17.6.1 Work performed prior to the Pre-construction Meeting will be considered unauthorized work in accordance with General Provision 1400.7.3.

17.7 In addition to General Provisions 1650.2.5 and 1650.2.7, all equipment shall arrive on site in a clean condition and shall be maintained to be free of fluid leaks.

17.8 In addition to General Provision 1650.2.8, the Contractor shall wash, refuel and service equipment; and store fuel and other materials for the equipment at locations at least 100 m from the high water mark on each side of a water body.

17.9 Contrary to General Provision 1700.7.3, should the cost of such completion in the case of default, including all proper charges, be less than the original contract price, the amount so saved will not be paid to the Contractor.

17.10 If the Municipality declares this Contract to be in default under General Provision 1700.7, the holdback indicated in General Provision 1800.6.2 may be retained by the Municipality to complete the Contract.

17.11 If outstanding minor work remains to complete the Contract at the time of final inspection and acceptance and the Contractor does not wish to complete this work, the Contractor may (subject to the discretion of the Engineer) be charged a fee as determined by the Engineer to compensate the Municipality for having others complete the work.

17.11.1 Bidders shall submit all inquiries pertaining to the Bid Package documents a minimum of 3 business days prior to close of bidding. Any questions submitted after this time may not be considered unless they result in the issuance of an addendum to the Bid Package or extension to the close of bidding.

17.11.2 No oral or written response provided by the Municipality pertaining to this competition will be binding on the Municipality nor will it change, modify, amend or waive the requirements of the General Provisions, Special Provisions or Bid Form in any way except to the extent such response is contained in an addendum issued in accordance with General Provision 1100.5.

17.12 During tendering, inquiries pertaining to the interpretation of the Bid Package documents shall be directed to:

Carlin Potter
Prairie Road Solutions Inc.
c.potter@prairieroadsolutions.ca
306-541-5962

18. DISPUTE RESOLUTION PROCESS

18.1 Notwithstanding any other processes available to the Parties, including anything in the General Provisions, the parties shall use the Dispute resolution process outlined in General Provision 1750 For Dispute Resolution.

18.1.1 Notwithstanding General Provision 1750, any proceedings in the courts must be commenced within the time limits set forth in The Limitations Act, Chapter L-16.1 of The Statutes of Saskatchewan, 2004, as amended.

18.1.2 The parties must each consult their own legal counsel for advice related to the meaning and operation of The Limitations Act which states that unless otherwise provided in The Limitations Act, no proceedings shall be commenced with respect to a claim after two years from the day on which the claim is discovered.