Special Provisions

Contract No. RM159-2026-08

Tower Road and Inland Drive (4.58 kms)

1. OCCUPATIONAL HEALTH AND SAFETY

1.1 Contrary to General Provision 1450.2.3, a Certificate of Recognition (COR) is not required for this Contract.

1.1.1 Bidders who have a COR shall submit it with their bid. Bidders who do not have a COR shall complete and submit the Contractor Occupational Health & Safety Compliance Form provided with the Bid Package, or their Bid will be rejected.

1.1.2 Prior to awarding of the Contract, the Municipality will determine if the Safety Policy and Program is in accordance with the current Saskatchewan Occupational Health and Safety Act and Regulations.

1.1.2.1 If the Safety Policy and Program is unacceptable, the Municipality may reject the Bid.

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 Substantial Completion Date is **September 30, 2026**.

2.1.2 The Specified Final Completion Date is **October 15, 2026**.

2.1.3 Daily Liquidated Damages will be $1,000.00.

2.1.4 The lump sum Liquidated Damages will be $10,000.00.

2.2 In accordance with Specification 8100.2.1, the following items are not required to achieve Substantial Completion:

2.2.1 Restoration of approaches used for the Work; and

2.2.2 Final submission of required documentation and records, including, but not limited to Force Account Daily Statements.

3. DIESEL FUEL ADJUSTMENT

3.1 Contrary to General Provision 1800.9.1.6, there will be no diesel fuel adjustment applied to this contract.

4. ORDER OF WORK

4.1 The order of work will be at the discretion of the Contractor.

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

5. TRAFFIC ACCOMMODATION

5.1 Class III Traffic Accommodation as described in Specifications 8400.4.23 For Traffic Accommodation shall apply to this Contract. The roadway must remain open to one-way traffic at all times.

5.2 The Contractor shall submit to the Engineer for approval a list of signs to be used and a traffic control plan in accordance with Traffic Control Device Manual For Work Zones (TCDMWZ) at least two weeks prior to starting construction.

6. HAUL ROADS

6.1 A road maintenance agreement will not be required for roads used within the RM of Sherwood boundaries.

6.2 In accordance with Section 22 of The Municipalities Act (2006), the Contractor will be required to enter into a Road Maintenance Agreement(s) with any affected municipalities outside of the RM of Sherwood for any municipal roads to be used under this Contract.

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

7. UTILITIES

7.1 The Contractor shall ensure that all utilities that may interfere with the construction are identified and marked prior to commencing work.

7.2 The contractor shall preserve and protect all utilities.

8. ENVIRONMENTAL REQUIREMENTS

8.1 The Contractor shall obtain a Temporary Water Rights License To Use Surface Water from the Saskatchewan Water Security Agency (WSA) prior to removal of water from any creek, river, lake, or water body to be used on the roadway.

9. FAILURE REPAIR

9.1 It is not anticipated that any failure repairs will be required in this contract.

9.1.1 If failure repair work should arise, it shall be performed on an Extra Work basis except where applicable contract unit prices apply.

9.2 The Contractor shall be responsible for the repaired failures for the period between repairing and completion of the surfacing structure at no direct expense to the Municipality.

10. SURFACING MIXING, STABILIZATION, AND COMPACTION, INCLUDING SUPPLY AND APPLICATION OF SOIL STABILIZER, IN PLACE TO A DEPTH OF 200MM

10.1 Description of Work

10.1.1 The Work shall consist of surface mixing the existing subgrade with 3/4 inch traffic gravel and approved Soil Stabilizer into a well pulverized mixture; watering, blading and compacting to the required grade, cross section and density.

10.2 Materials

10.2.1 The dust abatement and soil stabilization material shall be supplied by the Contractor.

10.2.1.1 Prospective bidders must include with their tender submission complete product details, and application rates for the chosen dust abatement / soil stabilization material; Summary of two successful projects using the product; and Owner reference for each successful project.

10.2.1.2 Bidders may submit multiple bids with different dust abatement / soil stabilization products.

10.2.2 The Contractor shall provide a bill of lading to the Engineer for each load of Soil Stabilizer containing the following information:

10.2.2.1 The location of delivery.

10.2.2.2 The date shipped.

10.2.2.3 The weight or volume in kilograms or litres respectively.

10.2.2.4 The specific gravity and temperature of the load (if applicable).

10.2.2.5 A unique bill of lading number.

10.3 Equipment

10.3.1 Tractor drawn discs will be considered an acceptable method of mixing.

10.3.1.1 **In addition, 100mm stone or greater shall be removed from the surface.**

10.3.2 To distribute water and Soil Stabilizer, the Contractor shall use tank trailers calibrated for volume.

10.3.3 Pressure distributors shall be capable of accurately maintaining any speed required for spraying and shall be equipped with:

10.3.3.1 A pump capable of developing a constant uniform pressure in the spray bar.

10.3.3.2 A spray bar of such design as to provide a uniform unbroken spread of material the full width of the spray bar.

10.3.3.3 A spray bar with nozzles that are in good working condition.

10.3.3.4 A suitable device for positive shutoff of the spray located as to permit control from the cab.

10.3.3.5 A metering system capable of determining variable rate application.

10.3.4 All scales, tanks, and meters used for measuring shall bear a current certification affixed by Measurement Canada's weights and measures inspection services.

10.4 Construction

10.4.1 The Municipality shall reclaim gravel prior to project commencing for gravel incorporation.

10.4.2 The total width of Surface Mixing and Soil Stabilizer application shall be 9.4 m as directed by the engineer.

10.4.3 The total depth of Surface Mixing and Soil Stabilizer application shall be 200 mm.

10.4.3.1 The Contractor shall be responsible to remove and dispose rock 100 mm or greater in accordance with Specification 2320 For Disposal Of Surplus Rock. The work will not be paid for directly but will be considered as a subsidiary obligation of the Contractor under this Contract.

10.4.4 The Surface Mixing, Soil Stabilizer application, mixing, watering, compacting, and finishing shall be a continuous process.

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

10.4.4.2 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.

10.4.5 The Contractor shall supply at minimum one set of wobbly rubber-tire compactors for the duration of the project.

10.4.5.1 The Contractor shall provide the tractors and labour required for the compactive effort.

10.4.6 The Soil Stabilizer application rate shall be as noted in the bid and will be monitored and adjusted, if necessary, in consultation with the Engineer. If the final quantity of soil stabilizer used is more than 5% below the proposed quantity there will be an adjustment to the unit price.

10.4.7 Compaction operations shall produce a high-quality surface that is smooth, dense, and free of cracks, loose material, ridges, packer dipples, or ruts.

10.4.8 The Contractor shall provide the Grader and labour required for the blading effort. The compacted mixed course shall be graded to the required cross section and width as shown on the plans.

10.5 Measurement

10.5.1 Surface Mixing, Stabilization, And Compaction, Including Supply and Application of Soil Stabilizer, In Place to a depth of 200 mm shall be measured in square metres. The design top width and the actual finished length will be the basis of measurement.

10.6 Payment

10.6.1 Payment for Surface Mixing, Stabilization, And Compaction, Including Supply and Application of Soil Stabilizer, In Place to a depth of 200 mm will be at the contract unit price per square metre. The contract unit price will be full compensation for all materials, equipment and labour necessary to complete the Work.

11. MISCELLANEOUS

11.1 The words “Rural Municipality of Sherwood No. 159” shall be substituted for “Department”, “Ministry”, “Municipality” or “RM” as and where necessary for the correct reading of documents throughout this Contract.

11.2 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 excluding Site Occupancy extensions (if applicable).

11.3 The RM will retain Final Payment until they receive all applicable releases and declarations including but not limited to the PST clearance letter, Workers Compensation Release, and Statutory Declaration declaring that all claims against the Contractor have been paid.

11.4 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.

11.5 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.

11.6 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 Ministry for having others complete the work.