

Special Provisions

Contract No. RM159-2022-01

RM of Sherwood No. 159

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 do not have a COR shall submit their documented Safety Policy and Program with their Bid, or their Bid will be rejected.

1.1.1.1 To facilitate this, the Contractor Occupational Health & Safety Compliance Form is provided with the Bid Package.

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 16th, 2022**.

2.1.2 The Specified Final Completion Date is September 30th, 2022.

2.1.3 Daily Liquidated Damages will be \$1,000.00.

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

Special Provisions

Contract No. RM159-2022-01

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;

2.2.2 Clean-up and demobilization of any staging areas used for the Work; and

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

3. TERMINATION DATE

3.1 The Engineer may cancel any work not completed by September 16, 2022, from this Contract. If work is cancelled for this reason, claims will not be considered by the Municipality for cancellation of such work.

4. ORDER OF WORK

4.1 Work shall only be permitted on Pasqua Street during weekends commencing Saturday at 06:00 hours until Sunday evening at 19:00 hours.

4.2 The Micro Surfacing work will not be permitted to commence on Dewdney Avenue until all the shoulder graveling work is complete and the following conditions have been approved by the Engineer:

4.2.1 The finished surface of the shoulders is true to grade and cross section and free of any surface defects; and

4.2.2 The existing roadway surface is free of any gravel and/or debris.

4.3 The micro surfacing work will not be permitted to commence on Pasqua Street until all the Failure Repair and Shoulder Graveling work is complete and the following conditions have been approved by the Engineer:

4.3.1 The finished surface of the failure repair areas are true to grade and cross section and free of any surface defects; and

4.3.2 The finished surface of the shoulders is true to grade and cross section and free of any surface defects; and

Special Provisions

Contract No. RM159-2022-01

4.3.3 The existing roadway surface is free of any gravel and/or debris.

5. TRAFFIC ACCOMMODATION

- 5.1 The Contractor shall proceed with 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.
- 5.2 In addition to Specification 8400.2.1.1 For Traffic Accommodation, the maximum length of the Work Area on all two-lane Highways shall be 3.2 km.
- 5.3 Class I Traffic Accommodation as described in Specifications 8400.4.24 For Traffic Accommodation shall apply to this Contract.
- 5.4 In addition to Specification 8400.4.24, one-way traffic accommodation shall be used during micro surfacing operations on all two-lane Highways.
 - 5.4.1 A minimum of 1 pilot vehicle shall be used in order to control traffic.
 - 5.4.2 Both directions of traffic shall be piloted.
 - 5.4.3 Piloting of traffic will be considered as a subsidiary obligation of the Contractor under this Contract.
- 5.5 In addition to Specification 8400.4.24.10, the Contractor shall supply and install a 50 mm concrete nail to secure each temporary reflective pavement marker placed on the new surface.
- 5.6 Contrary to specification 8400.6, Night Work will not be permitted on this Contract.

6. SAMPLING OF ASPHALT

- 6.1 The Contractor shall obtain a representative and uncontaminated sample from each load of asphalt that is delivered to the Project site in the presence of the Engineer. The sample shall be obtained in accordance with STP 102 for Sampling Asphalt Materials. The Engineer will provide the approved containers.
 - 6.1.1 The Contractor shall provide copies of the delivery slips to the Engineer.

Special Provisions

Contract No. RM159-2022-01

7. HAUL PERMITS

7.1 Bidders are advised that maximum weights allowed under current permit structure will be enforced on this Contract. The current maximum weights for a straight truck under permit are as follows:

- Single steering axle: 8 200 kg
- Tandem drive axle: 22 000 kg
- Tridem drive: 25 000 kg

7.1.1 These limits are based on the vehicle having adequate tire size and load ratings.

7.2 The Contractor can arrange for an SGI Safety Inspection to determine the maximum safe weight for each micro surfacing vehicle, which may exceed those loads mentioned above. The Engineer will issue a special permit up to the maximum safe weight per axle as determined by SGI.

8. RAILWAY CROSSING (CPR)

8.1 The Contractor shall Micro Seal up to the railroad crossing located on Pasqua Street at km 0.90 and Km 0.95 at no additional cost to the Municipality.

8.2 The Contractor shall comply with the applicable requirements of Canadian Pacific Railway (CPR) documents and permits as listed in Appendix A at no direct expense to the Municipality.

8.3 When working in the vicinity of the CPR tracks on Pasqua Street, the following shall apply:

8.3.1 The Contractor shall be responsible to co-ordinate with CPR at least 5 days prior to road work when working within the vicinity of the railway crossing. The contact person at CPR is Jeremy Battyanie who may be contacted at 306-209-8014.

Special Provisions

Contract No. RM159-2022-01

- 8.3.2 During any operations requiring CPR flagging personnel, the Contractor shall provide a responsible person to whom CPR personnel can issue instructions regarding work near the track. The Contractor shall comply with any instructions from flagging personnel. Failure of the Contractor to provide a qualified person or to comply with any instructions will result in closure of the designated crossing.
- 8.3.3 The Contractor shall protect the crossing surfaces with rubber mats or tires when crossing steel cleated equipment. Railway personnel must be on site when the equipment crossing occurs.
- 8.4 The cost of any maintenance control, including flagging, provided by the railway will be borne by the Municipality.

9. FAILURE REPAIR

- 9.1 Failure Repair anticipated at three locations on Pasqua Street.
 - 9.1.1 The locations will be confirmed and marked out by the Engineer prior to work commencing.
- 9.2 The Contractor shall complete all Failure Repairs at least one week in advance of the micro surfacing treatment.
- 9.3 The Failure Repairs will involve excavating the existing roadway to the dimensions indicated by the Engineer to an approximate depth of 0.10 m.
 - 9.3.1 The existing surface shall be removed by a method subject to the approval of the Engineer. All joints with the existing roadway surface shall be straight and have a vertical face.
 - 9.3.2 The excavated material shall be removed and disposed of at no additional cost to the Municipality.
 - 9.3.3 The excavated surface shall be swept free of all loose debris and a tack and/or prime coat shall be applied in accordance with specification 4000 For Asphalt Prime, Tack And Flush Coat.

Special Provisions

Contract No. RM159-2022-01

- 9.3.3.1 Contrary to Specification 4000.2.1 the Contract shall supply the asphalt prime and tack coat material at no direct expense to the Municipality.
 - 9.3.4 The excavated area is to be backfilled with asphalt concrete.
- 9.4 The Contractor shall prepare and submit an Asphalt Mix Design for approval by the Engineer.
 - 9.4.1 The Contractor shall submit the Asphalt Mix Design to the Engineer a minimum of 7 days prior to the start of the failure repair work.
 - 9.4.2 In accordance with Specification 4100 for Asphalt Concrete, Table 4100.3.T1, Only Mix Design Type 2 and 3 will be permitted.
 - 9.4.3 Type 150-200A asphalt shall be used as asphalt binder.
 - 9.4.4 Liquid anti-stripping agent or hydrated-lime shall be used as an anti-stripping agent.
- 9.5 The asphalt concrete compaction procedure shall be as follows;
 - 9.5.1 A minimum of one self-propelled double steel roller having a minimum weight of 13 tonnes shall be used to compact the asphalt concrete.
 - 9.5.2 The Contractor shall compact the asphalt concrete until no appreciable increase in the Field Density can be achieved.
 - 9.5.3 The Contractor shall use a vibratory plate tamper for compacting the asphalt concrete in areas that may not be accessible with large rollers.
- 9.6 Failure Repair will be measured in square metres based on the dimensions designated by the Engineer.
- 9.7 Payment for Failure Repair will be at the contract unit price per square metre. The contract unit price will be full compensation for all work including but not limited to excavating the failure areas, disposing of the excavated material, removal and disposal of rock and asphalt concrete lumps, and sweeping; and supplying, loading, hauling, placing, compacting, priming, and tacking, of the asphalt concrete.

Special Provisions

Contract No. RM159-2022-01

10. SHOULDER GRAVELING, INCLUDING HAULING

10.1 The work shall consist of supplying, loading, and hauling traffic gravel to the road and uniformly spreading it onto the existing shoulders at the following locations:

- Dewdney Avenue km 0.00 to km 1.60 Lt/Rt Shoulder
- Pasqua Street km 0.10 to km 1.56 Lt/Rt Shoulder

10.1.1 The Contractor may use any machine, combination of machines or equipment that will result in the traffic gravel being uniformly spread onto the existing shoulders. The rate of traffic gravel to be incorporated will be 50 cubic meters per lane kilometer. The finished grade shall be shaped enough to produce a smooth, level surface with the existing driving lanes and trimmed at the side slope.

10.1.2 The shoulder graveling operation shall be completed on one side of the roadway at a time. The shoulder area shall be shaped and trimmed by the end of each day.

10.1.3 The Contractor shall complete the shoulder graveling in a manner that does not cause any damage to the existing roadway surface.

10.2 Only traffic gravel Type 106 will be permitted.

10.3 Payment for Shoulder Graveling, Including Hauling will be at the contract unit price per lane kilometer. The contract unit price will be full compensation for supplying, loading, hauling, dumping, spreading, shaping, and trimming of the traffic gravel.

11. MICRO SURFACING

11.1 Construction of the micro surfacing treatment shall not be performed prior to May 1st or after September 16th in any year.

11.2 The Contractor shall meet all the requirements for micro surfacing as per the International Slurry Surfacing Association's "Recommended Performance Guideline For Micro Surfacing" A143 (Revised August 2021) except for the following:

11.2.1 Contrary to Guideline A143-5.1 GENERAL, the Contractor shall submit the signed mix design at least 3 days prior to the Pre-construction Meeting.

Special Provisions

Contract No. RM159-2022-01

- 11.2.2 In addition to Guideline A143-5.1 GENERAL, the signed mix design shall report the target (mix design) aggregate gradations in accordance with Table 1.
- 11.2.3 Contrary to Guideline A143-5.1 GENERAL, the Contractor may select any testing laboratory provided that all the mix design requirements are met.
- 11.2.4 Contrary to Guideline A143-5.2 MIX DESIGN, the allowable residual asphalt limits will not vary by more than 0.7% by dry weight of the aggregate from the approved mix design.
- 11.3 Contrary to Guideline A143-4.2.2 QUALITY TESTS, the sand equivalent value will be determined in accordance with STP 206-5 for Sand Equivalent.
 - 11.3.1 In accordance with Guideline A143-4.2.2 QUALITY TESTS, the minimum sand equivalent shall be 65%.
- 11.4 Type III aggregates as per Guideline A143-4.2.3 GRADATION shall be used, unless otherwise approved by the Municipality.
 - 11.4.1 Contrary to Guideline A143-4.2.3 GRADATION, the micro surfacing aggregate shall comply with the gradation requirements listed in Table 1.

Table 1 – Micro Surfacing Aggregate Gradation Requirements

Sieve Designation	Percent By Weight Passing Canadian Metric Sieve Series	
	Type II	Type III
9.0 mm	100.0	100.0
5.0 mm	90.0 - 100.0	75.0 - 90.0
2.0 mm	59.0 - 84.0	35.0 - 70.0
900 µm	38.0 - 60.0	26.0 - 40.0
400 µm	21.0 - 35.0	15.0 - 30.0
160 µm	10.0 - 22.0	7.0 - 18.0
71 µm	5.0 - 14.0	5.0 - 15.0

- 11.4.2 All work required for the production of aggregate will not be paid for directly but will be considered as a subsidiary obligation of the Contractor under this Contract.

Special Provisions

Contract No. RM159-2022-01

- 11.5 In addition to Guideline A143-4.2.3 GRADATION, the Contractor shall construct a minimum of 50% of the job location stockpile prior to the aggregate being tested for acceptance.
- 11.6 In addition to Guideline A143-6.4 SPREADING EQUIPMENT, the width of the spreader box shall be as follows:
 - Final surface course spreader box shall be adjustable between 3.7 m and 4.0m in width.
- 11.7 In addition to Guideline A143-7 CALIBRATION, the Contractor shall use the Municipality supplied forms to document the calibration.
- 11.8 In addition to Guideline A143-10.1 GENERAL, the Contractor shall supply a sufficiently mechanically operated, rotary-type power broom and ensure the surface is swept clean of dust, dirt, oil, loose aggregate, mud, excess moisture, and foreign materials.
- 11.9 Contrary to Guideline A143-11.1 GENERAL, the surface shall be fogged with water ahead of the spreader box as directed by the Engineer.
- 11.10 Contrary to Guideline A143-13 METHOD OF MEASUREMENT, Micro Surfacing will be measured in tonnes of emulsified asphalt used.
- 11.11 Contrary to Guideline A143-14 PAYMENT, payment for Micro Surfacing will be at the applicable contract unit price per tonne of emulsified asphalt used on the project. The unit price will be full compensation for furnishing all materials, all preparation, mixing and application of materials, and for all labour, equipment, tools, testing, cleaning, and incidentals necessary for completing the work as specified herein.

12. REPAIR OF DEFECTS

- 12.1 In addition to Guideline A143-11 APPLICATION, the finished micro surfacing shall be free of lumping or balling of cement products causing streaking, clay lumps, oversize aggregates and unmixed aggregate. The finished surface shall have a uniform and even texture free of tire marks and transition joints shall be smooth.
 - 12.1.1 Work that does not meet these requirements shall be repaired or reconstructed to the satisfaction of the Engineer.

Special Provisions

Contract No. RM159-2022-01

12.2 In addition to Guideline A143-11 APPLICATION, if the finished micro surfacing does not comply with the quality requirements; the Contractor shall overlay the deficient section(s), at no direct expense to the Ministry, as follows:

12.2.1 The micro surfacing overlay shall be performed with similar equipment as used in the original construction.

12.2.2 The width of the micro surfacing overlay shall be no less than the width used for the original construction and shall extend a minimum of 1.0 m beyond the deficient section(s).

12.3 The defects shall be corrected prior to final acceptance of the Work.

13. WARRANTY

13.1 The Contractor shall promptly correct defects or deficiencies in the Work which appear within one year from the date on which the Work was completed. The Engineer will give the Contractor written notice of defects and deficiencies.

13.2 If the Contractor fails to do the repairs promptly or to the satisfaction of the Engineer, the Engineer may arrange to have the repairs done by others. The full cost of these repairs will be charged to the Contractor.

14. RATES AND SURCHARGES

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

14.1.1 General Provisions

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

Special Provisions

Contract No. RM159-2022-01

14.1.2 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.			

15. MISCELLANEOUS

- 15.1 The words “RM of Sherwood” shall be substituted for “Ministry” or “Ministry of Highways” or “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.
- 15.2 The words “Rural Municipality Council” shall be substituted for “Minister” as and where necessary for the correct reading of documents throughout this Contract.
- 15.3 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.
- 15.4 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.
- 15.5 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.
- 15.5.1 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.

Special Provisions

Contract No. RM159-2022-01

- 15.6 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.
- 15.7 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.
 - 15.7.1 Work performed prior to the Pre-construction Meeting will be considered unauthorized work in accordance with General Provision 1400.7.3.
- 15.8 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.
- 15.9 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.
- 15.10 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.
- 15.11 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.
- 15.12 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.
 - 15.12.1 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.

Special Provisions

Contract No. RM159-2022-01

15.12.2 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.

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

Chris Cotton
Prairie Road Solutions Inc.
c.cotton@prairieroadsolutions.ca
[306-361-5965](tel:306-361-5965)