



**North
Battleford**

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2026

Buhler Avenue Underground Extension Project

Issue Date:

Friday August 21, 2026

Closing Date & Time:

2:30 PM Thursday, September 3, 2026

**Times listed are to be considered CST
(Saskatchewan time)**

City of North Battleford

1291- 101st Street

PO Box 460

North Battleford, SK

S9A 2Y6

SUMMARY OF KEY INFORMATION

RFP TITLE	Buhler Avenue Underground Extension Project Proponent must use this title on all correspondence.
CONTACT PERSON	The point of contact for this RFP is: City Clerk's Department City of North Battleford, SK, Canada E-mail: tenders@cityofnb.ca Phone: 306-445-1700
INQUIRIES	Please direct all inquiries by email to the contact person. Inquiries received by any other means may not be answered.
CLOSING DATE AND TIME	Saskatchewan time 2:30 PM Thursday, September 3, 2026 , or as amended by addendum.
BIDS IRREVOCABLE FOR	Sixty (60) days
PROJECTED AWARD DATE	September 14, 2026
PROJECTED START DATE	September 21, 2026
DESIRED COMPLETION DATE	October 31, 2026
SUBMISSION LOCATION	Proposals are to be submitted to: Buhler Avenue Underground Extension Project City Clerk's Department City of North Battleford 1291- 101 st Street PO Box 460 North Battleford, SK S9A 2Y6 via email to: tenders@cityofnb.ca

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DIVISION 00 PROCUREMENT AND CONTRACT REQUIREMENTS

SECTION 00.01.00. INSTRUCTIONS TO BIDDERS

1. INVITATION TO BID

- 1.1. All Contractors qualified to preform the Work outlined in these Bid Documents, including the responsibilities of Prime Contractor, are invited to bid to preform the Work on the City of North Battleford's Buhler Avenue Underground Extension Project.
- 1.2. Bids must be submitted in accordance with the instructions in this section.
- 1.3. Bidders may submit multiple Bids. Each Bid should be mutually exclusive and submitted separately.

2. GENERAL PROJECT DESCRIPTION

The Buhler Avenue Underground Extension Project consists of the installation and extension of the City's water, sanitary sewer and storm sewer infrastructure to support future development along the extension of Buhler Avenue. The project will extend existing services to the proposed development area, providing the necessary servicing capacity for future residential and/or commercial growth.

The work includes the construction of watermain, sanitary sewer, and storm sewer mains, along with all associated appurtenances, fittings, manholes and service connections. The extended mains will establish servicing points where future developments can connect their individual water, sanitary and storm service lines.

3. ELIGIBLE BIDDER

- 3.1. The City may disqualify a Bid if it is not satisfied that the Bidder is clearly identified;
- 3.2. The City may, at its absolute discretion, reject Bids from any Bidder who:
 - 3.2.1. is engaged directly or indirectly in a legal action against the City, its elected or appointed officers, representatives or employees in any relation to any matter.
 - 3.2.2. The City has initiated legal action against the Bidder or any officers or directors of the Bidder.
- 3.3. The City will accept Bids where more than one organization or individual is proposed to deliver the services described in the Tender Documents. Teaming of Contractors is permitted to perform the Work described provided:
 - 3.3.1. One team member is identified as the lead contractor,
 - 3.3.2. The lead will have the sole responsibility to deliver the services under the Contract,
 - 3.3.3. The City will enter into a Contract with the lead contractor only.
 - 3.3.4. The lead will assume the role of Prime Contractor.

4. TIMETABLE

4.1. The table below outlines the City's proposed timetable for the RFP.

Task	Date
Issue Date	Friday August 21, 2026
Closing Date & Time	2:30 PM Thursday, September 3, 2026
Projected Award Date	September 14, 2026
Projected Start Date	September 21, 2026
Desired Completion Date	October 31, 2026

4.2. The City reserves the right to modify the above schedule. All changes will be made by addendum.

5. BIDDERS LIST

Contact the City Clerk's Department to be placed on the bidders list.

City Clerk's Department
1291 – 101 Street
North Battleford, SK
Email: tenders@cityofnb.ca.

6. SUBMISSION OF A RESPONSE DOES NOT CREATE CONTRACT A

This Tender process is not intended to create a formally binding bidding process and shall not give rise to the legal rights or duties applied to a formal Contract A binding bidding process or any other legal obligations arising from this process.

No legal obligation regarding the procurement of any good or service shall be created between the Proponent and the City.

7. TENDER DOCUMENTS

7.1. Tender Documents are the property of the City of North Battleford or its agents. Availability of the Tender Documents to the Bidders does not offer a license or grant use of the Tender Documents for any other purposes except to obtain bids to undertake the Work for Buhler Avenue Underground Extension Project.

7.2. Electronic versions of Bid Documents can be downloaded on the SaskTenders website.

7.3. Paper copies of the Bid Documents may be accessed at the City of North Battleford's City Hall:

7.3.1. Provide a copy fee in the amount of \$250 (non-refundable).

7.3.2. Request hard copies 48 hours in advance of pickup time.

7.4. Tender Documents consist of the following documents included in this bid package:

7.4.1. Instructions to Bidders

- 7.4.2. Bid Forms, including Bid Form Supplements
- 7.4.3. Contract Agreement between the City and Contractor
- 7.4.4. General Definitions
- 7.4.5. General Conditions
- 7.4.6. Supplementary Conditions
- 7.4.7. Specifications
- 7.4.8. Drawings stated on the List of Drawings

SECTION 00.01.02. BID SUBMISSION

1. BID SUBMISSION

- 1.1. Complete Bids for Buhler Avenue Underground Extension Project, will be received at City Hall or via Email before 2:30 PM Thursday, September 3, 2026, local time:

- 1.1.1. Three paper copies of the completed Bid Submission Documents in a sealed opaque envelope marked:

Attn: City Clerk's Department
City of North Battleford
1291-101st Street, North Battleford, SK, S9A 2Y6

RE: Buhler Avenue Underground Extension Project

and the Bidders name and Phone Number in the email.

- 1.1.2. Email one Portable Document Format (PDF) file of the completed Bid Submission Documents to:

tenders@cityofnb.ca

Subject Line: **Buhler Avenue Underground Extension Project**

- 1.2. Bids received after the specified bid closing time will be marked late, not be opened, or turned over to the evaluation committee, and:

- 1.2.1. In the case of a paper copy delivered in person, the envelope containing the bid will not be accepted,

- 1.2.2. In the case of a paper copy delivered by other means the bidder will be contacted and informed the bid was not received by the specified time and to arrange for pickup of the bid submission. Bids not picked up in 7 days will be destroyed,

- 1.2.3. In the case of email bids, the bidder will, by return email, be informed:

- i. the time and date the bid was received,
- ii. the bid was late,

- iii. the bid has been rejected and has been deleted.
- 1.3. The official bid closing time will be determined by the reception clock of the receiving email address.
- 1.4. Bidders are solely responsible for delivery of their Bids in the manner and time prescribed.
- 1.5. Bids accepted by the City as being submitted on time and correctly identified as outlined in Section 00.01.02.1.1.
- 1.6. The City reserves the right to extend the bid closing time or cancel the bid call by addendum.
- 1.7. For Email submissions:
 - 1.7.1. The Bidder is solely responsible for ensuring that the complete electronic Bid, including all attachments, is received before Closing Time.
 - 1.7.2. The City's email system accepts email attachments up to a maximum size of 15MB total. Emails with attachments larger than this will be undelivered. Bidders are solely responsible for ensuring that email Bid submissions comply with any size restrictions imposed by the City's internet service provider.
 - 1.7.3. Bidders should submit email Bid submissions in a single email and avoid sending multiple email submissions for the same Bid. If the file size of an electronic submission exceeds the applicable maximum size, the Bidder may send multiple emails to reduce attachment file size to be within the maximum applicable size. Bidders should identify the order and number of emails which comprise the email Bid submission (e.g., "email 1 of 3, email 2 of 3...").
 - 1.7.4. For email Bid submissions sent through multiple emails, the City reserves the right to seek clarification or reject the Bid if the City is unable to determine which documents constitute the complete Bid.
 - 1.7.5. Attachments must not be compressed, must not contain a virus or malware, must not be corrupted, and must be able to be opened. Bidders submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. The City may reject Bids that are compressed, cannot be opened with City software, or that contain viruses, malware, or corrupted attachments. For the information of Bidders, the software the City currently uses is:
 - i. Microsoft Office 365
 - ii. Kofax Power PDF Advanced
 - 1.7.6. The City strongly encourages Bidders using electronic submissions to submit Bids with sufficient time to complete the upload and transmission of the complete Bid, including any attachments, before Closing Time.
 - 1.7.7. The Bidder bears all risk associated with delivering its Bid by electronic submission including, but not limited to, delays in transmission between the Bidder's computer and the City's email system.

- 1.7.8. While the City may allow for email Bid submissions, the Bidder acknowledges that email transmissions are inherently unreliable. The Bidder is solely responsible for ensuring that its complete email Bid submission and all attachments have been received before Closing Time. If the City's electronic mail system rejects an email Bid submission for any reason and the Bidder does not resubmit its Bid by the same or other permitted submission method before Closing Time, the Bidder will not be permitted to resubmit its Bid after Closing Time. The Bidder is strongly advised to contact the City's Contact listed in the Instructions to Bidders section of this RFP to confirm receipt of the email if:
- i. the Bidder's email Bid submission is rejected by the City's electronic mail system; or
 - ii. the Bidder does not receive a response email from the City confirming receipt of the email and all attachments one hour prior to the closing time of the RFP.
- 1.7.9. An alternate submission method may be made available, at the City's discretion, commencing one half hour before the Closing Time. It is the Bidder's sole responsibility for ensuring that a complete Bid (and all attachments) submitted using an approved alternate submission method is received by the City before the Closing Time. The City makes no guarantee that an alternative submission method will be available, or that the alternative submission method will ensure that a Bidder's Bid is received before Closing Time.
- 1.8. All Bid Submissions become the property of the City at Closing Time and will not be returned to the Proponent unless withdrawn by the Bidder prior to the Closing Time.
- 1.9. All submissions are considered to contain confidential business information of the Bidder and will be held in confidence by the City unless otherwise required by the laws applicable to the Province of Saskatchewan. Proponents should be aware the City is subject to Municipal Freedom of Information and Protection of Privacy Act.

2. BID MODIFICATION AND WITHDRAWAL

- 2.1. A bid, submitted in accordance with the bidding requirements may be modified or withdrawn, provided the modification or withdrawal request:
- 2.1.1. Is received prior to bid closing time,
 - 2.1.2. Is received in the same form as outlined in Section 00.01.02.1.1 with all the same rules applying,
 - 2.1.3. Has a cover letter from the Bidder explaining what the changes are or if the Bid is being withdrawn.
 - 2.1.4. Is clearly from the same party or parties who sealed bid was received from,
 - 2.1.5. Is marked as to if it is a bid modification or a bid withdrawal.
- 2.2. The City will assume no responsibility or liability for modifications or withdrawals that are, for any reason, delayed, illegible, unclear as to intent, ambiguous, contrary to these instructions, or otherwise improperly received. The City may disregard improperly received modifications or withdrawals.

- 2.3. When the City receives a bid modification, the bid modification will be attached to the bid by the City, At the bid opening:
 - 2.3.1. the modified bid will be opened first,
 - 2.3.2. documents that are supplied in the bid modification identified,
 - 2.3.3. the bid will be opened and the documents that are to be replaced will be marked with a large X across the page and replaced sections will be stapled together.
 - 2.3.4. the bid modification documents will be attached in front of the original bid documents.
- 2.4. Only the bid modification documents will be reviewed by the evaluation committee. If more than one bid modification is received, the City will consider the bid modification documents received, prior to bid closing, in reverse order of receipt, with the most recently received document governing all prior documents received in order to the first document received.
- 2.5. In the bid modification documents state all addendum numbers received, if different from what was indicated on the originally submitted Bid Form.
- 2.6. If a bid is withdrawn the City will:
 - 2.6.1. In the case of a paper copy delivered in person, the envelope containing the bid will be opened, the request for bid withdrawal verified, a copy of the letter requesting the withdrawal will be kept for the City's records and the bid documents and any bid modification documents will be returned to the person delivering the bid withdrawal document.
 - 2.6.2. In the case of a paper copy delivered by other means, envelope containing the bid will be opened, the request for bid withdrawal verified, a copy of the letter requesting the withdrawal will be kept for the City's records and the bid documents and any bid modification documents will be marked as withdrawn. The bidder will be contacted to arrange for pickup of the bid submission. Bids not picked up in 7 days will be destroyed.
 - 2.6.3. In the case of email bids, the bidder will, by return email, be informed:
 - i. The request for bid withdrawal has been received,
 - ii. The bid documents and any bid modification documents received have been deleted.
- 2.7. If a bid is withdrawn, a new bid may be submitted in accordance with the specified requirements, provided it is received before the bid closing time.
- 2.8. For the sake of clarity the City recommends that Bidders withdrawn bids and submit new bids instead of modifying bids.

3. COMPLETE BID

- 3.1. A complete Bid shall consist of the following documents:
 - 3.1.1. Filled out and signed Bid Form including Bid Form Supplements:
 - i. Section 00.02.02 - Bid Form Supplement A – Project Team

- ii. Section 00.11.02 – Bid Form Supplement B – List of Subcontractors
 - iii. Section 00.11.03 – Bid Form Supplement C - Bidder Qualifications
 - iv. Section 00.11.04 – Bid Form Supplement D – Project Plan
 - v. Section 00.11.05 – Bid Form Supplement E – Unit Price Form
 - vi. Section 00.11.06 – Bid Form Supplement F – Proposed Options – Better Value to City
 - vii. Section 00.02.08 - Bid Form Supplement G - Declaration of Disclosure
- 3.2. The City may, after the Bid’s closing time and before contract award, require any Bidder to submit additional supplementary information about any aspect of the Bidder’s Bid to verify compliance with Bid Documents.
- 3.3. Bid Security
- 3.4. Consent of Surety, stating that the surety providing the Bid Bond is willing to provide Performance and Labor, and Materials Payment Bond.
- 3.5. WCB Clearance
- 3.6. Signed “Undertaking of Insurance” on a standard form provided by the insurance company, stating the intent to provide insurance to the Bidder in accordance with the insurance requirements identified in the General Conditions.

4. BIDS ARE IRREVOCABLE.

- 4.1. Bids must remain open for acceptance and be irrevocable for a period of Sixty (60) days after the Bid submission deadline.

SECTION 00.01.03. BIDDER’S RESPONSIBILITIES

1. BIDDER'S EXAMINATION OF BID & INQUIRIES

- 1.1. Bidders, by submitting a Bid, are deemed to have carefully examined the Bid Documents, including all Schedules, other attached documents and the site, and are clear with respect to any and all facts. The bidder shall report to the City any unclear requirements or statements, in doubt as to the meaning or intent, omissions, conflicts, discrepancies, errors, inconsistencies, and omissions in the Bid Documents or with the Site and request clarification from the City .
- 1.2. The Contractor will not be entitled to compensation for changes arising from any ambiguity, inconsistency, omission, or discrepancy in the Contract/Bid Documents that was not brought to the Engineer’s attention prior to contract award.

2. INQUIRIES

- 2.1. Direct all inquiries or clarifications by email to:

City Clerk’s Department
City of North Battleford
1291-101st Street, North Battleford, SK, S9A 2Y6

Email: tenders@cityofnb.ca

If the City Clerk's Department must be contacted by phone, please call City Hall at 306-445-1700 and ask to speak to a person in the City Clerk's Department.

- 2.2. Any communication not directed through the City Clerk's Department will not be part of the Tender Documents and cannot be relied upon by a Bidder when submitting a Bid.
- 2.3. The City Clerk's Department will record all inquiries and forward inquiries to the appropriate people to provide answers. Answers to inquiries will be provided through the City Clerk's Department. All inquiries and responses may be distributed to all Proponents who acknowledge interest in responding.
- 2.4. Clarifications requested by Bidders must be in writing not less than four (4) business days before the date set for receipt of Bids. Response to clarifications will be in the form of an addendum. Addenda will be issued no later than four business days before receipt of Bids.
- 2.5. Responses to inquiries will be issued in an Addendum.
- 2.6. The Contract/Bid Documents are provided to Bidders for the sole purpose of obtaining Bids for the City of North Battleford UPAR project and do not confer any license or grant permission for any other use.

3. BID CLOSING TIME

- 3.1. The Bidder is completely responsible to submit the Bid before Closing Time to the City as outlined in these Instructions to Bidders, using one of the submission methods set out. The Proponent is solely responsible for ensuring that the City receives a complete Bid, including all attachments or enclosures, before the Closing Time. Please direct any requests for alternative methods of delivery for Bid to the contact identified in Section 00.01.03.2.1.

4. SITE EXAMINATION

- 4.1. Bidders shall visit the site of the proposed Work and familiarize themselves with conditions affecting the Work before submitting a bid.

5. CONTRACT TIME

- 5.1. Achieve Substantial Performance of the Work by October 31, 2026.
- 5.2. Bidder in submitting an offer, agrees to complete Work by the date indicated in the Contract Documents but may propose a revision to contract time with adjustment to Bid price.

6. SUBCONTRACTORS

- 6.1. All Subcontractors, including affiliates of the Proponent, should be clearly identified in the Bid.
- 6.2. A Bidder may not subcontract to a firm or individual whose current or past corporate or other interests may, in the City's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the Tender Documents. This includes, but is not limited to, involvement by the firm or individual in the preparation of the Bid, or a relationship

with any employee, Contractor, or representative of the City involved in preparation of the Bid, participating on the evaluation committee, or through the administration of the Contract.

- 6.3. If a Bidder is in doubt as to whether a proposed Subcontractor might be in a conflict of interest, the Bidder should consult with the City prior to submitting a Bid. By submitting a Bid, the Bidder represents that it is not aware of any circumstances that would give rise to a conflict of interest, either actual or potential, with respect to the Bid.

7. RESOURCE COMMITMENTS

- 7.1. The successful Bidder must make available the appropriately skilled Workers, consultants, or Subcontractors, as appropriate, to carry out the Contract. These resources must be available on a dedicated basis, as required, to carry out the Contract with due care, skill, and efficiency to meet the City's project deadlines. The selected Proponent will ensure that staff assigned to Work on this Project have the necessary education, licenses, and certifications where necessary.

8. BUSINESS LICENSE

- 8.1. To perform Work in the City, a Bidder must have a current business license from the City of North Battleford. If the Bidder does not currently have a current business licence from the City of North Battleford, they must indicate in the Bid that they will acquire one prior to the City paying any invoice issued by the Bidder.

9. SUBSTITUTIONS

- 9.1. Where Bid Documents stipulate a particular product, substitutions will be considered by the Engineer up to four (4) days before receipt of Bids.
- 9.2. The Engineer may approve substitution, and will issue an Addendum to known Bidders and be posted on the SaskTenders website.
- 9.3. In submission of substitutions to products specified, Bidders are to include in their Bid, changes required in Work to accommodate such substitutions. Later claims by Bidder for addition to Contract Price a result of changes in Work necessitated by use of substitutions will not be considered.
- 9.4. Ensure submission provides sufficient information to enable Engineer to determine acceptability of such products.
- 9.5. Provide complete information on required revisions to other Work to accommodate each substitution, dollar amount of additions to or reductions from Bid Price, including revisions to other Work.
- 9.6. Provide specified products unless substitutions are submitted as noted and subsequently accepted via addendum.

10. INTERPRETATION AND MODIFICATION OF BID DOCUMENTS

- 10.1. If an inquiry requires an interpretation or modification of the Bid Documents, the response to that inquiry shall be issued in the form of a written addendum only, to ensure that all Bidders base their bids on the same information.
- 10.2. Replies to inquiries or interpretations or modifications of the Bid Documents made by e-mail, verbally, or in any manner other than a written addendum, will not form part of the Bid Documents and will not be binding.

11. ADDENDA

- 11.1. Addenda may be issued to modify the Bid Documents in response to Bidder inquiries or as may be considered necessary.
- 11.2. the City will issue a written addendum, which will be posted electronically through:
 - 11.2.1. SaskTenders, and/or
 - 11.2.2. the City website (<https://www.cityofnb.ca/our-city-government/tenders-and-bids/>).
- 11.3. It is the responsibility of the Bidder to verify if any addendums have been posted.
- 11.4. All addenda issued during the bid period will become part of the Bid Documents.
- 11.5. Addenda will be issued no later than four (4) Working days before the bid closing time. Where an Addenda is issued less than four (4) Working days before the bid closing time the first item in the Addenda shall be an extension to the bid closing time to give bidders a minimum of four (4) Working days to address the addendum.
- 11.6. All terms and conditions which are not modified by addendum shall remain unchanged.
- 11.7. Each Bidder shall indicate on the Bid Form the addendum number(s) of all addenda received.

12. PROPONENTS' PROPOSAL EXPENSES

- 12.1. Bidders are solely responsible for their own expenses in participating in the Tender process, including costs of preparing a Bid and for subsequent finalizations with the City, if any.
- 12.2. The City will not be liable to any Bidder for any claims, whether for costs, expenses, damages, or losses incurred by the Bidder in preparing its Bid, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

13. ACCEPTANCE OF TERMS AND CONDITIONS

- 13.1. Submitting a Bid indicates acceptance of all the terms and conditions set out in these Tender Documents, and any Addenda.

SECTION 00.01.04. INSTRUCTIONS ON FILLING OUT THE BID DOCUMENTS

1. BID FORM SIGNING

- 1.1. Bid form to be signed under seal by Bidder by a person authorized to sign on behalf of the Bidder with the intent to bind the Bidder to the Bid and the statements and representations in the Bidder's Bid.
- 1.2. For electronic submissions a scanned copy of the Bid Form and Bid Form Supplements included in these Tender Documents, including a signature(s), is acceptable.
- 1.3. Complete the Bid Form as follows:
 - 1.3.1. Incorporated Company: Provide company name and name and signature of the duly authorized signing representative(s). Insert, under each signature, the representative's capacity to act on behalf of the company.
 - 1.3.2. Limited Company: signature of duly authorized signing officer(s) in normal signatures. Insert officer's capacity in which signing officer acts, under each signature. Affix corporate seal. If Bid is signed by officials other than President and Secretary of company, or President-Secretary-Treasurer of company, copy of by-law resolution of Board of Directors authorizing them to do so must also be submitted with Bid.
 - 1.3.3. Joint Venture: Each entity within the joint venture shall execute the Bid for as specified.
 - 1.3.4. Partnership: Provide name of partnership and name and signature of duly authorized representatives of the partnership.
 - 1.3.5. Sole Proprietorship: Provide the name of sole proprietorship and the name and signature of the sole proprietor in the presence of a witness who shall also sign.

2. COMPENSATION

- 2.1. All prices, fees, shall quoted in the proposal shall:
 - 2.1.1. include all applicable taxes, duties, costs of packing, transportation and other charges, unless otherwise expressly stipulated in the proposal;
 - 2.1.2. be in Canadian (CAD) funds;
 - 2.1.3. remain firm and irrevocable and open for acceptance by the City for a period of 120 calendar days after the Official Closing Time indicated in this RFP; and
 - 2.1.4. be firm, if awarded, for the duration of the contract.

3. PROVISIONAL ITEMS

- 3.1. Items listed as provisional may or may not be included in the Contract Award.
- 3.2. The City reserves the right to diminish all or any portion of the items listed as provisional at any time before, during, or after the Contract award, and no claim shall be made for damages on grounds of loss of anticipated profit or for any other reason.

4. BID FORM SUPPLEMENTS

4.1. Where required, submit bid form supplements with Bid at time of Bid submission.

4.2. PROJECT TEAM REQUIREMENTS

4.2.1. The Bidder shall prepare and submit Section 00.02.02 Bid Form Supplement A – Project Team. The purpose of the Project Team form is for the Tenderer to identify the key members of their project team, specifically the Project Manager and Site Superintendent.

4.2.2. An electronic Project Team template is provided and must be used by all bidders. Bidders must NOT recreate, reformat, or modify the template, including altering font size, font type, or font color, or by adding colors, pictures, or diagrams.

4.2.3. The Project Team must not exceed two pages.

4.2.4. Any Project Team form that fails to meet all the formatting requirements mentioned above may be marked as non-compliant and eliminated from the evaluation process.

4.3. LIST OF SUBCONTRACTORS

4.3.1. Complete and submit Section 00.02.03 Bid Form Supplement B – List of SubContractors, indicating those Subcontractors and/or Suppliers whose bids have been received by the Bidder, which names the Bidder would be prepared to accept for the performance of the Work indicated.

4.3.2. Provided the List of Subcontractors has been properly completed and submitted, the information will not be used in evaluating the Bids to determine the lowest compliant bidder.

4.4. BIDDER QUALIFICATIONS – PREVIOUS APPLICABLE EXPERIENCE

4.4.1. Prepare and submit Section 00.02.04 Bid Form Supplement C – Bidder Qualifications. The purpose of the previous applicable experience is for the Tenderer to demonstrate that they have previously completed Work similar to this Project.

4.4.2. Clearly explain why the project being referenced is relevant to this Project.

4.4.3. Provide contact information for a suitable City contact involved with the reference project.

4.4.4. An electronic Bidder Qualifications template is provided and must be used by all Bidders. Bidders must NOT recreate, reformat, or modify the template, including font size, font type, or font color, or by adding colors, pictures, or diagrams.

4.4.5. Include all applicable fields indicated within Section 00.02.04 Bid Form Supplement C – Bidder Qualifications .

4.4.6. The Previous Applicable Experience must not exceed two pages.

4.5. PROJECT PLAN REQUIREMENTS

4.5.1. Prepare and submit Section 00.02.05 BID Form Supplement D – . The purpose of the Project Plan is to demonstrate to the City that the tenderer can visualize what they are going to do before they do it and to differentiate the bidder among their competition. The Project Plan

should be developed around fulfilling the City's requirements within the known project constraints of cost, time, resources, quality, and expectations as described in the Tender Documents. The Project Plan should cover the following topics:

- i. Proposal Summary – a brief chronological roadmap that describes, in major activities and tasks, how the tenderer will meet the City's expectations as set forth in the Tender Documents.
- ii. Project Assumptions – a brief summary of the major assumptions that have been made in responding to this tender. This should include items and tasks that the tenderer has assumed the City will perform and items and tasks that have not been included in the tender that will need to be done in coordination with this Project.
- iii. Roles, Responsibilities, Expectations – a brief summary of the expectations and responsibilities that the tenderer has of the City or City's personnel.

4.5.2. An electronic Project Plan template is provided and must be used by all bidders. Bidders must NOT recreate, reformat, or modify the template, including altering font size, font type, or font color, or by adding colors, pictures, or diagrams.

4.5.3. The Bidder must not include any names or details that will identify the tenderer within the Project Plan.

4.5.4. The Project Plan must not exceed two (2) pages.

4.5.5. Any Project Plans that fail to meet all the formatting requirements mentioned above, may be marked as non-compliant and eliminated from the evaluation process.

4.5.6. If there are any discrepancies between the requirements of the Tender Documents and the Project Plan, the Tender Documents will take precedent. Information included in the Project Plan does not constitute a counteroffer or modification to the Tender Documents.

4.6. UNIT PRICE FORM REQUIREMENTS

4.6.1. Prepare and submit Section 00.02.06 Bid Form Supplement E – The purpose of the Unit Price Form is for the Tenderer to provide an itemized breakdown of the Bid Price which represents the entire cost, excluding GST & PST, to the City for the complete Work.

4.6.2. The Tender Price shall be for a sum in Canadian Dollars including all tariffs, freight, duties, assessments, and taxes other than the GST & PST, which are payable with respect to the Work.

4.6.3. If there are any discrepancies in the Schedule of Quantities and Prices between the unit prices and extended totals, then the unit prices shall be deemed to be correct, and corresponding corrections shall be made to the extended totals. If a unit price or extended total has been omitted, the following shall apply:

- i. If a unit price is given for an Item but the corresponding extended total has been omitted, then the extended total shall be calculated from the unit price and the estimated quantity and inserted as the extended total.

- ii. If an extended total is given for an Item but the corresponding unit price has been omitted, then the unit price shall be calculated from the extended total and the estimated quantity and inserted as the unit price.
 - iii. If both the unit price and the corresponding extended total for an Item have been omitted, then the following test shall be applied to determine whether the tender shall be rejected as incomplete:
 - The highest of the unit prices tendered by other tenderers for that Item shall be used as the test unit price, and the corresponding test extended total shall be calculated from the test unit price and the estimated quantity;
 - If the test extended total for the Item exceeds 1% of the revised total Bid Price, including the test extended total, or if the revised total Bid Price, including the test extended total, alters the ranking of the tenderers according to the lowest Bid Price, then the omitted unit price for that Item is deemed to materially affect the Bid Price relative to other tenders and the tender shall be rejected;
 - If the tender is not rejected under 16.3.3 of this Instructions to Bidders, then the unit price and the extended total for that Item shall both be deemed to be zero, and the costs for that Item shall be deemed to be included in other Item prices; and
 - In no event shall page totals in the Schedule of Quantities and Prices or the total Bid Price be used to calculate missing extended totals or unit prices.
- 4.6.4. Notwithstanding the generalities of the above, tenderers shall include in the Bid Price (including unit prices, lump sum prices, or other forms of pricing) sufficient amounts to cover:
- i. The costs of all labor, equipment, and materials included in or required for the Work;
 - ii. All assessments payable with respect to labor as required by any statutory scheme such as Worker's compensation, employment insurance, holiday pay, insurance, Canada Pension Plan and all employee benefits;
 - iii. All overhead costs, including head office and on-site overhead costs, and all amounts for the Contractor's profit;
 - iv. All escalation of costs for the Contract Time; and
 - v. The cost of the building and other permits and inspections as required by the General Conditions of the Contract.
- 4.6.5. The Bid Price shall include all compliance with all applicable laws regarding trade or other qualifications of employees performing the Work, and payment of appropriate wages for labor included in or required for the Work.
- 4.6.6. An electronic Unit Price Form template is provided and must be used by all bidders. Bidders must NOT recreate, reformat, or modify the template, including altering font size, font type, or font color, or by adding colors, pictures, or diagrams.

4.7. PROPOSED OPTIONS PLAN REQUIREMENTS

- 4.7.1. Prepare and submit Section 00.02.07 Bid Form Supplement F – Proposed Options. The purpose of the Proposed Options Plan is to identify options or ideas that may benefit the City or Project.
- 4.7.2. If the Bidder can include more scope or service within the constraints of the City, the Bidder should provide an outline of potential proposed options. This could include ideas or suggestions on alternatives in implementation timelines, project scope, project cost, goals, deliverables, or methodologies.
- 4.7.3. Proposed options ideas must NOT be included in the Tender Price. The impacts to cost and duration should be listed in the Proposed Options Plan.
- 4.7.4. The Proposed Options Plan must NOT identify the Tender Price.
- 4.7.5. The City will review any proposed options separately and at the City's sole discretion, proceed with some or all of the proposed options. Proposed options will not be considered when evaluating the Tender Price.
- 4.7.6. An electronic Proposed Options Plan template is provided and must be used by all bidders. Bidders must NOT recreate, reformat, or modify the template, including altering font size, font type, or font color, or by adding colors, pictures, or diagrams.
- 4.7.7. Do not include any names or details that will identify the bidder within the Proposed Options Plan.
- 4.7.8. The Proposed Options Plan must not exceed one page.
- 4.7.9. Any Proposed Options Plan that fails to meet all the formatting requirements mentioned above may be marked as non-compliant and eliminated from the evaluation process.
- 4.8. Declaration of Disclosure
 - 4.8.1. Prepare, sign and submit Section 00.02.08 Bid Form Supplement G - Declaration of Disclosure.

SECTION 00.01.05. BID REVIEW AND ACCEPTANCE

1. OPENING OF PROPOSALS

- 1.1. Bids will be opened promptly after bid closing time.
- 1.2. Bids will be evaluated privately.

2. BIDDING IRREGULARITIES

- 2.1. Bids submitted via facsimile transmittal shall be rejected.
- 2.2. Improperly completed information, irregularities in Bid Bond, may cause the City to not accept the Bid and to declare the Bid informal.
- 2.3. Bids with Bid Forms or required Bid Form Supplements that are improperly prepared, signed or submitted contrary to these Instructions to Bidders, or that contain added conditions or other irregularities of any kind, may, at the City's discretion, be rejected as non-compliant.

- 2.4. The City may, in its sole discretion, retain for consideration Bids that are non-conforming because they fail to comply with these Instructions to Bidders regarding content, form, submission process or any other matter with the exception of late bids which cannot be considered.
- 2.5. The City may waive any defects, informalities, or irregularities in a Bid and accept a Bid which contains any such defects, irregularities, or informalities.

3. CITY'S DISCRETION

- 3.1. The City is not under any obligation to award a contract and reserves the right in its discretion to cancel the project at any time, for any reason or without reason. The award of a contract may be contingent upon:
 - 3.1.1. budget approval or
 - 3.1.2. obtaining necessary regulatory approvals or
 - 3.1.3. other corporate, regulatory or other pre-conditions or
 - 3.1.4. if the City otherwise determines, at its sole discretion, that not entering into a contract with any of the Bidders would be in its best interests..
- 3.2. The City reserves the right not to proceed with award to any Bidder if the project is cancelled for any reason,
- 3.3. The City may, in its discretion, re-tender, or negotiate with any part (including a Bidder) the same or similar project at any time after cancellation of these Instructions To Bidders.

4. EVALUATION COMMITTEE

- 4.1. The evaluation of Bids will be undertaken by an Evaluation Committee.
- 4.2. The Evaluation Committee will be comprised of appropriate staff members of the City and others, when applicable. The Evaluation Team will contact Bidders for interviews if they deem necessary.
- 4.3. The evaluation is confidential and will not be published or shared with other Bidders or the public.

5. ADDITIONAL INFORMATION

- 5.1. The Evaluation Committee may, at its discretion, request clarifications or additional information from a Bidder with respect to any Proposal. The Evaluation Committee may make requests to only selected Bidders. A request for clarification will not allow a Bidder to revise, amend or otherwise alter its Bid price. The Evaluation Committee may consider such clarifications or additional information in its evaluation of a Proposal.
- 5.2. The City is under no obligation to receive further information, whether written or oral, from any Bidder.
- 5.3. The City is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a proposal.

6. BID EVALUATION CRITERIA

- 6.1. The City intends to evaluate Bids in the manner and based on the criteria set forth in these Instructions to Bidders and as such, the lowest or any Bid will not necessarily be accepted. The City may consider any criteria that it desires. The table below outlines the proposed scoring of Bids.

Description	Score (Max Points)	Weight (%)
The qualifications and experience of the Bidder, key project personnel and Subcontractors proposed by the Bidder	5	10%
Methodology Timelines, Schedule, and Completion Date	5	10%
The quality and responsiveness of the Bidder, including, without limitation, all requested information,	5	10%
Past Performance, the City's (positive or negative) relationship with any Bidder, References	5	10%
Bid Price	5	60%
Total		100%

- 6.2. The Evaluation Committee will compare and evaluate all Bids to determine which Bid is the most advantageous for the City.

Any score with 1 point or less is an automatic disqualification, regardless of the total score.

The Evaluation Committee will not be limited to the criteria above and may consider other criteria that is deemed relevant during the evaluation process.

6.3. Methodology

- 6.3.1. The method the Bidder proposes to undertake the Work will be evaluated to determine if the Bidder has in place processes, procedures, and approvals necessary to undertake the Work and outline how much Work the City is expected to do.

6.4. Timelines / Schedule

- 6.4.1. Indicating if the Bidder meets the desired/required timelines, if the proposed schedule is realistic. The Evaluation

6.5. Past Performance

- 6.5.1. Evaluation of any Bidder will consider previous business relations with the City of North Battleford.

6.6. References

6.6.1. The City has the right to contact references provided by a Bidder at any time during the evaluation process. References may be contacted by phone and/or in writing, and any information received will be used to assist the Evaluation Committee in assessing a Bidder's capacity and capability to provide the Services outlined in this RFP.

6.7. Interview

6.7.1. Bidders may be interviewed prior to the final awarding of the Contract.

6.8. Points for Costs

6.8.1. Points will be awarded for costs as follows:

$$Points = 5 * \left(\frac{Lowest\ Proposal\ Cost}{Proposal\ Cost} \right)^3$$

7. DISCREPANCIES IN BID'S FINANCIAL PROPOSAL

If any discrepancies, errors, or omissions in pricing submitted are found in the Bid, the City shall be entitled to make obvious corrections, but only if, and to the extent, the corrections are apparent in the Bid as submitted. In particular:

- 7.1. if there is a discrepancy between the unit price and the extended total, then the unit price shall be deemed correct, and corresponding correction will be made to the extended total;
- 7.2. if a unit price has been given, but the corresponding extended total has been omitted, the extended total will be calculated from the unit price and estimated quantity; and
- 7.3. if the extended total has been given, but the corresponding unit price has been omitted, then the unit price will be calculated using the extended total and the estimated quantity.
- 7.4. If there are errors in totals, the total shall be corrected.
- 7.5. If there are errors in the calculation of taxes, these shall be corrected.

8. NEGOTIATIONS

8.1. The City reserves the right to enter into discussions or negotiations with the selected Bidder. If the City and the selected Bidder cannot negotiate a satisfactory Contract within thirty (30) days of notification of the successful Bidder, the City may, at its sole discretion, terminate negotiations and begin negotiations with the next selected Bidder and continue with this process until a satisfactory Contract is negotiated. No Bidder shall have any rights against the City arising from such negotiations.

9. BID ACCEPTANCE

9.1. The City will notify the selected Bidder in writing that its Bid has been accepted. The City will prepare Contract Documents based on the selected Bid and will deliver the Contract Documents to the selected Bidder for execution. The selected Bidder, within 3 days after receipt of the Contract Documents for execution, will be obligated to:

9.1.1. execute the Contract Documents,

- 9.1.2. deliver the required performance security,
- 9.1.3. deliver signed Service Provider Agreements for:
 - i. The Contractor,
 - ii. All of the Contractor's sub-Contractors that will be Working onsite, and
 - iii. All of the Contractor's Suppliers that will be delivering to the City of North Battleford.
- 9.1.4. Deliver signed Contractor Code of Conduct.
- 9.1.5. Failure to do so may 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 City may have against the Bidder.
- 9.2. The Bid Security will be returned to the selected Bidder upon execution of the Contract Documents and delivery of the required performance security.
- 9.3. Unsuccessful Bidders may request in writing an explanation from the City why their submission was not selected.

SECTION 00.01.06. LEGAL MATTERS

1. WAIVER AND LIMITATION OF LIABILITY

- 1.1. The City has expended considerable effort to ensure information in the Tender Documents is accurate, complete as possible and fit for the purpose. The City does not guarantee or warrant the accuracy of the information. The information is not comprehensive of exhaustive as many aspects of the Work cannot be confirmed without invasive and destructive investigation. The information contained in the Tender Documents is supplied solely as a guideline for Bidders to prepare a Bid.
- 1.2. Nothing in the Tender Documents is intended to relieve a Bidder from forming their own opinions and conclusions with respect to the matters addressed in the Tender Documents.
- 1.3. By submitting its Bid, the Bidder understands and agrees that it waives any claim for damages or costs of any nature against the City, including loss of anticipated profits or contributions to overhead, arising out of the Bidder's participation in this bid process or expected Work arising from being chosen as the successful Bidder on for this project.
- 1.4. In the event the City is in any way liable to any Bidder under the law of competitive bidding, the Bidder agrees that its damages shall be limited to its reasonable, demonstrable costs of preparing its bid, which in no event shall such claim exceed \$5,000.

2. CONFIDENTIALITY

- 2.1. Confidentiality of records and information relating to this Work must be maintained at all times. The Bidder acknowledges that prior to the Closing Time, it may be required to enter into a confidentiality agreement with the City in order to obtain access to confidential materials relevant to preparing a Bid.

- 2.2. All correspondence, documentation, and information provided by City staff to any Bidder in connection with, or arising out of this Bid, or the acceptance of any Bid:
- 2.2.1. remains the property of the City;
 - 2.2.2. must be treated as confidential; and
 - 2.2.3. must not be used for any purpose other than for replying to this Tender, and for fulfillment of any related subsequent Contract.

3. CONFLICT OF INTEREST STATEMENT

- 3.1. In its Bid, the Bidder must disclose to the City any potential conflict of interest that might compromise the performance of the Work. If such a conflict of interest does exist, the City may, at its discretion, refuse to consider the Bid.
- 3.2. The Bidder must disclose whether it is aware of any City employee, Council member, or member of a City agency, board or commission, or employee thereof having a financial interest in the Bidder and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of the Contract, the City may, at its discretion, refuse to consider the Bidder or withhold the awarding of any Contract to the Bidder until the matter is resolved to the City's satisfaction.
- 3.3. If during the evaluation process or the negotiation of the Contract, the Bidder is retained by another client, giving rise to a potential conflict of interest, then the Bidder will inform the City. If the City requests, then the Bidder will refuse the new assignment, or will take such steps as are necessary to remove the conflict of interest concerned.

4. NO LOBBYING

- 4.1. A Bidder must not attempt to influence the outcome of the Tender Process by engaging in lobbying activities. Any attempt by the Bidder to communicate for this purpose directly or indirectly with any employee, Contractor, or representative of the City, including members of the Evaluation Committee and any elected officials of the City, or with the media, may result in disqualification of the Bidder.

5. NON-COLLUSION

- 5.1. Each Bidder shall attest that its participation in the Tender Process is conducted without any collusion or fraud. If the City discovers there has been a breach of this requirement at any time, the City reserves the right to disqualify the Bid or terminate any ensuing Contract.

6. LEGISLATIVE AND LICENSING REQUIREMENTS

- 6.1. All Bidders shall comply with all legislation and regulations, which are, or may become, applicable to the services provided.

7. LEGAL ENTITIES

The City reserves the right in its sole discretion to:

- a. request, prior to entering into a Contract with a Bidder, that the Bidder provide confirmation of the Bidder's legal status (or in the case of a sole proprietorship, the Bidder's legal name and identification) and certification in a form satisfactory to the City that the Bidder has the power and capacity to enter into the Contract; and
- b. not enter into a Contract with a Bidder if the Bidder cannot satisfy the City that it is the same legal entity that submitted the Bidder's proposal.

8. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION PRIVACY ACT

- 8.1. The BIDDER acknowledges that any Proposal, Detailed Work Plan, and Pricing (Bid Form Supplement E – Unit Price Form) submitted shall become a record belonging to the City of North Battleford and, therefore, are subject to the Municipal Freedom of Information and Protection of Privacy Act. This Provincial law gives individuals, businesses, and other organizations a legal right to request records held by the City, subject to specific limitations.
- 8.2. The BIDDER should be aware that it is possible that any records provided to the City including, but not limited to, pricing, technical Specifications, Drawings, plans, audio-visual materials, or information about staff, parties to the Bid Submission, or Suppliers could be requested under this law.
- 8.3. If the BIDDER believes that all or part of the BID SUBMISSION should be protected from release, the relevant part(s) should be clearly marked as confidential. Please note that this will not automatically protect the BID SUBMISSION from release, but it will assist the City in making a determination on release, if a request is made.
- 8.4. At minimum, the identity of the BIDDER, along with the total BID amount and final scoring may be made public in the staff report to City Council.
- 8.5. All correspondence, documentation, and information provided to the Evaluation Committee may be reproduced for the purposes of evaluating the BIDDER'S BID SUBMISSION.

END OF SECTION

SECTION 00.02.00. BID FORM

Project/Contract: **Buhler Avenue Underground Extension Project**

From (Bidder):

(Business Name)

(Street Address or Postal Box Number)

(City/Town, Province, and Postal Code)

To The City of North Battleford

1. WE, THE UNDERSIGNED,

- 1.1. having examined the Bid Documents for the above-named project/contract, including Addendum Number(s) _____, and having visited the Place of Work, hereby offer to:
- 1.2. Perform the unit price component of the Work in accordance with the Bid Documents, for the unit prices set out in Section 00.02.06 Bid Form Supplement E – , the total extended amount of which is indicated at the bottom of each project's schedule.
- 1.3. The total Bid Price, which is the sum of the total extended amounts of the unit prices from the Schedule of Prices for the unit price component of the Work is:

_____ \$ _____
(amount written out) (amount in figures)

in Canadian Dollars, excluding GST & PST, and excluding

2. IT IS UNDERSTOOD THAT:

- 2.1. The quantities in the Schedule for Prices are estimated; actual quantities of Work to be performed may vary,
- 2.2. The unit prices and actual quantities, measured as specified in the Bid Documents, will form the basis for payment of the unit price component of the Contract Price,
- 2.3. The total amount of our Bid is the estimated Contract Price, which is the sum of all unit price extensions, including lump sums and allowances, if any,
- 2.4. The extensions of unit prices and addition of unit price extensions, including lump sums and allowances, if any, will be checked by the Engineer and if arithmetical errors are discovered, the

unit prices will be considered as representing our intentions, and the unit price extensions and total amount of our bid will be corrected accordingly,

- 2.5. Failure to state a required unit price or lump sum price may render the bid non-compliant, however if we fail to state a unit price for an item, but state an extended amount for that item, a unit price determined by dividing the extended amount by the estimated quantity will be considered as representing our intentions.

3. WE, THE UNDERSIGNED, DECLARE THAT:

- 3.1. We are qualified to perform the Work in accordance with the Bid Documents and our Bid Price covers all of our obligations and things necessary for the performance of the Work,
- 3.2. We are prepared to commence with Work within 5 business days after receiving notice of contract award,
- 3.3. We agree to attain Substantial Performance by date stipulated on the contract agreement.
- 3.4. We have arrived at this bid without collusion with any competitor.
- 3.5. All bid form supplements called for by the Bid Documents form an integral part of this Bid,
- 3.6. This Bid is open to acceptance by the City for a period of sixty (60) calendar days from the bid closing time,
- 3.7. We waive any claim for damages or costs of any nature against the City or Engineer, including loss of anticipated profits or contributions to overhead, arising out of the Bidder's participation in this bid process or expected Work arising from being chosen as the successful Bidder on for this project,
- 3.8. In the event that the City is in any way liable to any Bidder under the law of competitive bidding, the Bidder agrees that its damages shall be limited to its reasonable, demonstrable costs of preparing its bid, which in no event shall such claim exceed \$5,000.00

Signed and Submitted by:

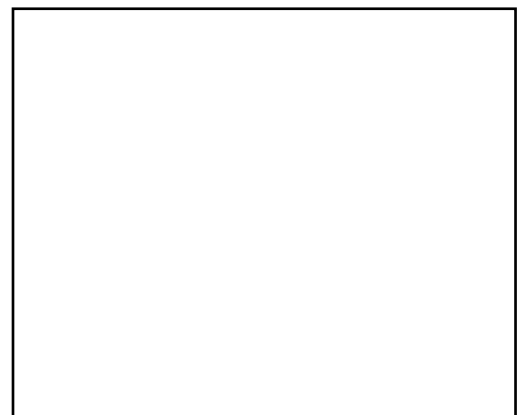
Corporate Seal:

(Business Name)

(Name And Title Of Authorized Signing Representative)

(Signature Of Authorized Signing Representative)

(Name of Witness if business is sole proprietorship)



(Signature of Witness if business is sole proprietorship)

(Name and Title Of Authorized Signing Representative)

(Signature Of Authorized Signing Representative)

Dated this _____ day of _____, 20____.

END OF SECTION

SECTION 00.02.02. BID FORM SUPPLEMENT A – PROJECT TEAM

Project/Contract: Buhler Avenue Underground Extension Project

From (Bidder): _____

(Business Name)

We, the above-named Bidder, provide the personal qualifications for team members responsible for executing the above-named project.

PROJECT MANAGER	
NAME	
CONTACT NUMBER	
EMAIL ADDRESS	
CURRENT ROLE WITH ORGANIZATION	
NUMBER OF YEARS IN CURRENT ROLE	
NUMBER OF YEARS WITH ORGANIZATION	
EMPLOYMENT HISTORY (Most Recent First)	
COMPANY # 1	
ROLE WITH COMPANY	
YEARS WITH COMPANY	
COMPANY # 2	
ROLE WITH COMPANY	
YEARS WITH COMPANY	
COMPANY # 3	
ROLE WITH COMPANY	
YEARS WITH COMPANY	

SITE SUPERINTENDENT	
NAME	
CONTACT NUMBER	
EMAIL ADDRESS	
CURRENT ROLE WITH ORGANIZATION	
NUMBER OF YEARS IN CURRENT ROLE	
NUMBER OF YEARS WITH ORGANIZATION	
EMPLOYMENT HISTORY (Most Recent First)	
COMPANY # 1	
ROLE WITH COMPANY	
YEARS WITH COMPANY	
COMPANY # 2	
ROLE WITH COMPANY	
YEARS WITH COMPANY	
COMPANY # 3	
ROLE WITH COMPANY	
YEARS WITH COMPANY	

END OF SECTION

SECTION 00.02.03. BID FORM SUPPLEMENT B – LIST OF SUBCONTRACTORS

Project/Contract: Buhler Avenue Underground Extension Project

From (Bidder): _____

(Business Name)

We, the above-named Bidder, have received bids from the Subcontractors or Suppliers named below for the items of Work requested, and are prepared to accept these names for the performance of these items of Work.

LIST OF SUBCONTRACTORS OR SUPPLIERS			
	Item Of Work	Name Of Subcontractor or Supplier	Trade Specialization
.1			
.2			
.3			
.4			
.5			
.6			
.7			
.8			
.9			
.10			

END OF SECTION

SECTION 00.02.04. BID FORM SUPPLEMENT C – BIDDER QUALIFICATIONS

Project/Contract: Buhler Avenue Underground Extension Project

From (Bidder): _____

(Business Name)

We, the above-named Bidder, provide the following references as in accordance with the above-named project.

REFERENCE PROJECT # 1	
Name Of Project	
Description Of Project	
Role On Project	
Project Manager	
Site Superintendent	
Tendered \$ Value of Project	
Final \$ Value of Project	
Project Completion Date	
Project Relevance	
CONTACT INFORMATION OF CITY	
Name	
Company	
Phone Number	
Email	
CONTACT INFORMATION OF CONSULTANT / ENGINEER / CONTRACT ADMINISTRATOR	
Name	
Company	
Phone Number	
Email	

REFERENCE PROJECT # 2	
Name Of Project	
Description Of Project	
Role On Project	
Project Manager	
Site Superintendent	
Tendered \$ Value of Project	
Final \$ Value of Project	
Project Completion Date	
Project Relevance	
CONTACT INFORMATION OF CITY	
Name	
Company	
Phone Number	
Email	
CONTACT INFORMATION OF CONSULTANT / ENGINEER / CONTRACT ADMINISTRATOR	
Name	
Company	
Phone Number	
Email	

REFERENCE PROJECT # 3	
Name Of Project	
Description Of Project	
Role On Project	
Project Manager	
Site Superintendent	
Tendered \$ Value of Project	
Final \$ Value of Project	
Project Completion Date	
Project Relevance	
CONTACT INFORMATION OF CITY	
Name	
Company	
Phone Number	
Email	
CONTACT INFORMATION OF CONSULTANT / ENGINEER / CONTRACT ADMINISTRATOR	
Name	
Company	
Phone Number	
Email	

END OF SECTION

SECTION 00.02.05. BID FORM SUPPLEMENT D – PROJECT PLAN

Project/Contract: Buhler Avenue Underground Extension Project

From (Bidder): _____

(Business Name)

We, the above-named Bidder, provide the statement outlining our project plan in accordance with the above-named contract.

Please provide plan for the schedule provided in – “Section 00.02.06 Bid Form Supplement E”. (Note that the dates provided is subject to change based on field conditions, priorities, weather etc.)

PROJECT PLAN		
1. Proposal Summary <i>Insert text here</i>		
Activity	Proposed Start Date	Proposed Completion Date
e. Other Schedule Items <i>Insert text here</i>		

2. Project Assumptions

Insert text here

3. Roles, Responsibilities, Expectations

Insert text here

END OF SECTION

SECTION 00.02.06. BID FORM SUPPLEMENT E – UNIT PRICE FORM

Project/Contract: Buhler Avenue Underground Extension Project

From (Bidder): _____

(Business Name)

We, the above-named Bidder, provide our unit prices in accordance with the above-named contract.

SCHEDULE I – BUHLER AVENUE UNDERGROUND INFRASTRUCTURE EXTENSION

No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Extension
A. General Requirements					
A.1	Traffic Accommodation	L.S.	1.00		
A.2	Temporary Site Fencing & Signage	L.S.	1.00		
B. Removals					
B.1	Asphalt Removals (Full Depth) & Haul to Landfill (for storm sewer extension installation)	Sqm	400.00		
C. Water Main Extension					
C.1	Tie-in to Existing Water Main Stub (End of Buhler Avenue)	Each	1.00		
C.2	Supply and Installation of 250mm DR28 AWWA C900 Water Main Pipe (Including excavation, trenching, backfilling & cap at end for future extension)	L.M.	70.00		
C.3	Supply and Installation of 250mm Water Main Valve	Each	1.00		
Water Service Lines (Service lines are to be installed 3m beyond the lot property line)					
C.4	Supply and Installation of 200mm PVC C900 Water Service Line to North Lot (2429 Buhler Avenue) including curb stop valve	L.M.	9.00		
C.5	Supply and Installation of 200mm PVC C900 Water Service Line to South Lot (2430 Buhler Avenue) including curb stop valve	L.M.	10.00		
D. Sanitary Sewer Extension					
D.1	Tie to Existing Sanitary Sewer Main Stub (End of Buhler Avenue)	Each	1.00		
D.2	Supply and Installation of 200mm Dia. PVC SDR35 Sanitary Sewer Main Pipe (Including Excavation, Trenching, Backfilling & cap at end for future extension)	L.M.	70.00		
D.3	Supply and Installation of New Sanitary 1050mm Manhole, 3.19m Depth	Each	1.00		
Sanitary Service Lines (Service lines are to be installed 3m beyond the lot property line)					
D.4	Supply and Installation of 200mm PVC SDR35 Sanitary Service Line to North Lot (2429 Buhler Avenue)	L.M.	12.00		

D.5	Supply and Installation of 200mm PVC SDR35 Sanitary Service Line to South Lot (2430 Buhler Avenue)	L.M.	13.00		
E. Storm Sewer Extension					
E.1	Tie to Existing Storm Manhole (MH 8077)	Each	1.00		
E.2	Supply and Installation of 375mm Dia. PVC Ultrarib Storm Sewer Main Pipe (Including Excavation, Trenching, Backfilling & cap at end for future extension)	L.M.	130.00		
E.3	Supply and Installation of New Storm 1050mm Manhole, 2.59m Depth	Each	1.00		
Storm Service Lines (Service lines are to be installed 3m beyond the lot property line)					
E.4	Supply and Installation of 300mm PVC Ultrarib Storm Service Line to North Lot (2429 Buhler Avenue)	L.M.	15.00		
E.5	Supply and Installation of 300mm PVC Ultrarib Storm Service Line to South Lot (2430 Buhler Avenue)	L.M.	10.00		

SUMMARY:

SCHEDULE I – BUHLER AVENUE UNDERGROUND INFRASTRUCTURE EXTENSION	
SUBTOTAL	
PST (6%) OF SUBTOTAL	
CITY TOTAL COST (SUBTOTAL+PST OF SUBTOTAL)	
GST (5%) OF SUBTOTAL	
GRAND TOTAL (SUBTOTAL + PST + GST)	

END OF SECTION

SECTION 00.02.07. BID FORM SUPPLEMENT F – PROPOSED OPTIONS

Project/Contract: Buhler Avenue Underground Extension Project

From (Bidder): _____
(Business Name)

We, the above-named Bidder, provide the statement outlining our proposed options plan in accordance to the above-named contract.

PROPOSED OPTIONS PLAN – BETTER VALUE TO CITY

END OF SECTION

SECTION 00.02.08. BID FORM SUPPLEMENT G - DECLARATION OF DISCLOSURE

Project/Contract: Buhler Avenue Underground Extension Project

From (Bidder): _____

(Business Name)

To: CITY OF NORTH BATTLEFORD

Name of Company: _____

I/WE DECLARE that no person, Company, or corporation, other than the one whose proper officers is or are attached below, has any interest in this Request for Information or in the Contract.

I/WE FURTHER DECLARE that this Request for Information is in all respects fair and without collusion or fraud.

I/WE FURTHER DECLARE that no City employee, or member of Council (or their families) is, or will become, interested directly or indirectly as a contracting party or otherwise in the performance of the Contract or in the supplies, Work, or business to which it relates or in any portion of the profits thereof, or of any such supplies to be used therein or any of the monies to be derived therefrom.

I/WE FURTHER DECLARE that the statements contained in the RFP are in all respect true.

I/WE hereby propose and offer to enter into the Contract on the terms and conditions and under the provisions set forth in the RFP, and to accept in full payment therefore, the sums calculated in accordance with the actual measured quantities and unit prices attached to this Proposal.

I/WE AGREE that this RFP is an offer which is to continue open for acceptance until the formal Contract is executed by the Contractor or for 90 days following the Proposal closing date, whichever occurs first, and that the City may at any time within that period, and without notice, accept this Proposal whether any other Proposals had been previously accepted or not.

Signature of Authorized Signing Officer: _____

Print Name of Signing Officer: _____

Position: _____

Name of Company: _____

Date : _____

END OF SECTION

SECTION 00.03.00. Contract Agreement Between City And Contractor

This AGREEMENT made this ____ day of _____ in the year 20__.

BETWEEN:

(the “City”)

City of North Battleford
1291 – 101st Street
North Battleford, SK, S9A 3Y6

AND:

(the “Contractor”)

WITNESSES that the City and the Contractor covenant and agree as follows:

1. THE WORK

The Contractor Shall:

- 1.1. Preform the Work required by the Contract Documents for:

Buhler Avenue Underground Extension Project

Located at:

North Battleford, Saskatchewan

For which Agreement has been signed by the parties, and

- 1.2. Do and fulfil everything indicated by the Contract Documents, and

Commence the Work by: **[INSERT START DATE]**

And, subject to adjustment in Contract Time as provided in the Contract Documents, attain Substantial Performance of the Work, by **[INSERT COMPLETION DATE]**

2. AGREEMENTS AND AMENDMENTS

- 2.1. The Contract supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the Work, including the bidding documents unless specifically listed in Section 00.03.00.3 - Contract Documents.
- 2.2. The Contract may be amended as provided for in the Contract Documents.

3. CONTRACT DOCUMENTS

- 3.1. The following are the Contract Documents referred to in Section 00.03.00.1:
- Agreement between City and Contractor

- Any Addendum issued during the Tender Process
- General Definitions
- General Conditions
- Supplemental Conditions
- DIVISION 00 - PROCUREMENT AND CONTRACT REQUIREMENTS
- DIVISION 01 – GENERAL REQUIREMENTS
- DIVISION 02 – SPECIFICATIONS
- DRAWINGS

4. SCHEDULE OF UNIT PRICES AND TOTALS

4.1. The Schedule of Unit Prices forms the basis for calculating the Contract Price. Quantities for Unit Price items in the Schedule of Unit Prices are estimated.

4.2. Schedule of Unit Prices

[INSERT FINAL UNIT PRICE SCHEDULE HERE]

4.3. The estimated Contract Price, which is the total amount in the Schedule of Unit Prices is:

[INSERT TOTAL ESTIMATED TOTAL FROM SCHEDULE OF UNIT PRICES]

4.4. G.S.T at 5.0%

[INSERT TOTAL GST]

4.5. P.S.T at 6.0%

[INSERT TOTAL PST]

4.6. Total estimated amount payable by the City to the Contractor

[INSERT TOTAL ESTIMATED TOTAL CONTRACT PRICE AFTER TAXES]

4.7. These amounts shall be subject to adjustments as provided for in the Contract Documents.

4.8. All dollar amounts listed in the Contract Documents are in Canadian Funds.

5. PAYMENT

5.1. Subject to the provisions of the Contract Documents, the City shall:

5.1.1. Make progress payments to the Contractor on account of the Contract Price, in the amounts certified by the City, within thirty (30) Days after receipt of each certificate for payment in accordance with General Conditions - Section 00.05.04.2.

5.1.2. Retain from each payment to the Contractor a percentage holdback as required by applicable lien legislation or, where such legislation does not exist or apply, a holdback of ten percent (10%) of each payment to the Contractor. The City shall administer any

amounts withheld from the Contractor in accordance with the provisions of any applicable lien legislation; and

5.2. The City shall pay to the Contractor the unpaid balance of holdback monies then due:

5.2.1. Within thirty (30) Days of expiration of the holdback period required by the applicable lien legislation; or such earlier date as required by provincial legislation; or

5.2.2. Where such lien legislation does not exist or apply, fifty-five (55) Days after the date on which the Interim Certificate of Substantial Completion is issued; or

5.2.3. Where no Interim Certificate of Substantial Completion is issued, and lien legislation does not exist or apply, fifty-five (55) Days after the date of the Final Certificate of Completion, provided that the Contractor has submitted to the City, prior to such payment the following:

- i. a current Statutory Declaration verifying that all Subcontractors, Suppliers, labour and accounts for services, materials, machinery and equipment, and any other indebtedness which may have been incurred by the Contractor, directly or indirectly, in the performance of the Work have been fully paid by the Contractor except for unpaid holdbacks on such subcontracts and that no lien has been filed against the Contractor, the Project, the premises or any materials supplied to or incorporated in the Work or in respect of anything done under or by virtue of the Contract;
- ii. A letter of clearance or certificate from the Workers' Compensation Board verifying that all assessments due by the Contractor have been fully paid;
- iii. If requested by the City, a letter from the Contractor's surety (if any) approving the release of holdback;
- iv. All record documents, showing changes as constructed, operating and maintenance manuals, guarantees, warranties, certificates, reports, spare parts, and spare materials required by the Contract Documents; and
- v. A Final Release and Indemnity in the form attached to the General Conditions as Attachment "A".

5.3. If a lien is filed against the Project in respect of the Work by any Subcontractor, or Supplier or other person claiming through, by or under the Contractor or any of its Subcontractors or Suppliers:

5.3.1. The City may, at its option, instruct the Contractor to cause the said lien to be removed from the title to the Project within ten (10) Days from the date of such notice by direct payment, furnishing of a bond, payment into court or otherwise;

5.3.2. If the lien is not removed from the title to the Project within such time or such further time as may be subsequently agreed upon, the City, without prejudice to any other right or remedy it may have, may take such steps or proceedings, including payments, settlements or compromise of the lien or payment into court, as the City reasonably determines as necessary to procure the release of the lien, and all payments and costs, including legal fees and disbursements incurred by the City shall be paid by the Contractor to the City or

may be deducted from any amount then due or thereafter becoming due to the Contractor;
and

- 5.3.3. The Contractor shall, if requested by the City, defend, indemnify and save the City harmless from the amount of all such liens and the costs of defending any and all actions commenced against the City pursuant to any applicable lien legislation, including the legal costs and disbursements incurred by the City.
- 5.4. Notwithstanding anything otherwise contained in the Contract, the City may, in its discretion, withhold, or on account of subsequently discovered evidence, nullify the whole or any part of any previously issued certificate, to such an extent as may be necessary to protect the City from loss on account of any of the following:
- 5.4.1. The Contractor's unsatisfactory prosecution of the Work;
 - 5.4.2. Defective or damaged Work requiring correction or replacement;
 - 5.4.3. Claims or liens filed or reasonable evidence indicating the probable filing of claims or liens;
 - 5.4.4. Failure of the Contractor to make payments promptly to Suppliers or Subcontractors for materials or labor;
 - 5.4.5. A reasonable doubt by the City that the Contract can be completed for the unpaid balance of the Contract Price;
 - 5.4.6. Damage to an Other Contractor's Work which has not been settled and which may result in the Other Contractor whose Work has been damaged bringing action against the City. In case of such action, the Contractor shall bear the expense of same; or
 - 5.4.7. Any amounts for maintenance holdbacks, commissioning allowances and liquidated damages.

When the basis for nullifying the previously issued certificate has been removed, the City shall, subject to receipt by the City of any documents mentioned in Clause 1.4.3 hereof requested by the City, reissue the applicable certificate. Within thirty (30) Days of receiving the reissued certificate, the City shall make payment to the Contractor in the amounts set out in the applicable certificate.

- 5.5. Should either party fail to make payments as they become due under the terms of the Contract or in an award by arbitration or court, interest at one percent (1%) per annum above the Prime Rate on such unpaid amounts shall also become due and payable until payment. Such interest shall be compounded on a monthly basis. The Prime Rate shall be the rate established by the Royal Bank of Canada as its Prime Rate from time to time.

Interest shall apply at the rate and in the manner prescribed above on the amount of any claim settled pursuant to Section 00.05.08 - Dispute Resolution from the date the amount would have been due and payable under the Contract, had it not been in dispute, until the date it is paid.

6. CONTRACTOR'S REPRESENTATIONS

The Contractor makes the following representations and acknowledges the City's reliance thereon:

- 6.1. The Contractor is skilled and experienced in all aspects of construction Work and is well able to perform the Work within the Contract Time and for the Contract Price;
- 6.2. The Contractor is an expert in this field of Work and is fully knowledgeable and experienced in all aspects of required procedures, methods, regulations, codes, and municipal or other local, provincial and/or national requirements and understands that the City is relying on this expertise, knowledge and experience;
- 6.3. The Contractor has examined the Site or Place of the Work as provided in Section 00.01.03.4 - SITE EXAMINATION of the Instructions to Bidder and has familiarized itself with the nature and extent of the Contract Documents, the Work and with all local conditions and federal, provincial and local laws, ordinances, rules and regulations that in any manner affect the cost, progress or performance of the Work;
- 6.4. The Contractor acknowledges that the Information Documents and any Additional Data have been or shall be made available to the Contractor for the Contractor's information only and that the Contractor has made such inspection of the Information Documents and any Additional Data as the Contractor deems appropriate for the Contractor's purposes. The Contractor further acknowledges that:
 - 6.4.1. The Information Documents and the Additional Data are or shall be provided without warranty of any kind, express or implied;
 - 6.4.2. The City has not represented that the Information Documents or the Additional Data are accurate, complete or suitable for the Contractor's purposes;
 - 6.4.3. The Information Documents and any Additional Data do not form part of the Contract Documents; and
 - 6.4.4. Any reliance made by the Contractor on the Information Documents or the Additional Data is entirely at the Contractor's own risk;
- 6.5. The Contractor has made or caused to be made examinations, investigations, and tests and has carefully studied reports and related data based thereon or obtained therefrom, in addition to those referred to in Clause 6.4. hereof, as it deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or shall be required by the Contractor for such purpose;
- 6.6. The Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents;
- 6.7. The Contractor has given the City written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to the Contractor or, if no written notice has been given, the Contractor acknowledges that the Contract Documents are acceptable as written.

7. RECEIPT OF ADDRESSES FOR NOTICES IN WRITING

- 7.1. Communications in writing between the parties shall be deemed to have been received by the addressee on the date of delivery if delivered by hand or sent by registered mail to the individual or to a member of the firm or to an officer of the corporation for whom they are intended and if sent by regular mail shall be deemed to have been delivered within five (5) days of the date of mailing when addressed as follows:

The City at: City of North Battleford

1291 – 101st Street
North Battleford, SK, S9A 3Y6

The Contractor at:

- 7.2. Provided that if there shall be, at the time of mailing or between the time of mailing and the actual receipt thereof, a mail strike, slowdown or other event which might affect delivery by the mail, then such notice, payment or other communication shall be effective only if actually delivered by hand.
- 7.3. A Notice in Writing sent by electronic communication shall be deemed to have been received on the date of its transmission of which no indication of failure of receipt is communicated by the sender. If its transmission date is not a Working Day or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the next Working Day following the transmission.

8. RIGHTS AND REMEDIES

- 8.1. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
- 8.2. The Contract shall be interpreted under and governed by the laws of the Place of the Work.
- 8.3. Title to the Work and all portions thereof during and after construction, together with all Products on the Place of the Work, are vested in the City.
- 8.4. The City, at any time during and/or after the completion of the Contract, may conduct a formal evaluation of the Proponent's performance using a performance evaluation form as established by the City. The results of the formal evaluation process shall be provided to the Proponent. If performance is unsatisfactory, the City may suspend the rights of any Proponent to bid on future requests for bids.

Title)
_____))
_____))
_____))
_____)

Address

If Contractor is an individual or an unincorporated entity:

_____))
_____))
Name of Business (if any) _____))
_____)) Signature of Witness
_____))
_____))
_____))
Signature of Individual _____)) Name
or Authorized Representative _____))
_____))
_____))
Name of Individual _____))
or Authorized Representative _____))
_____)) Address
_____))
_____))
Title _____))
_____))
_____))
_____)

Address

END OF SECTION

SECTION 00.04.00. DEFINITIONS

The following Definitions shall apply to all Contract Documents.

1. Addenda or Addendum

Means all additional information and changes formally issued by the City during the Tender Process, regarding this the Tender Documents.

2. Bid

Means a formal response to a Request for Bids that includes information as requested in the Request for Bids on the Bidder, schedule to perform the work and the cost to perform the work.

3. Bidder

Means a person or entity (excluding its parent, subsidiaries, or other affiliates) with the legal capacity to contract, that submits a Bid in response to the Request for Bids.

4. Bid Documents or Tender Documents

Means documents prepared for or by the City that outline the work the City is seeking to have done.

5. Builders Lien Holdback

The Builders Lien Holdback refers to a sum of money, that is withheld from payment to ensure that all subcontractors, suppliers and workers are paid for by the Contractor for their services and materials as required by the Saskatchewan Builders Lien Act, Chapter B-7.1 of the Statutes of Saskatchewan.

6. Change Directive

A Change Directive is a written instruction prepared and signed by the City directing the Contractor to proceed with a change in the Work within the general scope of the Contract Documents prior to the City and Contractor agreeing upon an adjustment in Contract Price and Contract Time.

7. Change Order

A Change Order is a written amendment to the Contract prepared and signed by the City and the Contractor stating their agreement upon:

- A change in the Work
- The method of adjustment or the amount of the adjustment in the Contract Price, if any, and
- The extent of the adjustment in the Contract Time, if any.

8. City

Means the City of North Battleford. It includes all designated officials, engineers, coordinators, representatives, departments, and agencies authorized to act on behalf of the City of North Battleford, as well as relevant local laws, codes and regulations that apply to the Project.

9. City's Engineer

The individual appointed by the City as the technical authority responsible for overseeing the design, construction and implementation of the Project, ensuring compliance with the Contract,

specifications, standards and applicable laws. The City's Engineer may perform inspections, reviews, approve Change Orders/Directives and provide recommendations as required throughout the project.

10. City's Health and Safety Coordinator

The individual appointed by the City to interpret, monitor, coordinate and ensure the Occupational Health and Safety Acts and Regulations is implemented throughout the construction process. The City's Health and Safety Coordinator is responsible for enforcing safety protocols, conducting safety inspections and addressing safety concerns to protect workers and the public.

11. City's Project Leader

The individual appointed by the City to manage and oversee the overall progress of the Project, responsible for coordinating with all parties, managing resources, ensuring adherence to timelines, and facilitating communication between the City's Engineer, Contractors and other Service Providers.

12. City's Project Representatives

Individuals designated by the City to act on its behalf in relation to specific aspects of the Project. The City's Project Representatives may have particular areas of responsibilities, such as inspections, coordination with Service Providers or communication of the City's interests, and are authorized to relay information regarding the Project as directed by the City's Project Leader and City's Engineer.

13. Competent Worker

With respect to a particular task or duty, includes a Worker who has been trained to perform that task or carry out that duty, and who is under close and competent supervision during that training.

14. Construction Equipment

Construction Equipment means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the Work but is not incorporated into the Work.

15. Contract

The Contract is the undertaking by the parties to perform their respective duties, responsibilities and obligation as prescribed in the Contract Documents and represents the entire agreement between the parties.

16. Contract Documents

The Contract Documents consist of those documents listed in Section 00.03.00.3 - Contract Documents and amendments agreed upon between the parties.

17. Contract Price

The Contract Price is the sum of the products of each Unit Price stated in the Schedule of Prices multiplied by the appropriate actual quantity of each Unit Price item that is incorporated in or made necessary by the Work, plus lump sums, if any, and allowances, if any, stated in the Schedule of Prices.

18. Contract Time

The Contract Time is the time from commencement of the Work to Final Completion of the Work excluding any warranty or maintenance periods in the Contract.

19. Contractor

The Contractor is the person, business, or entity identified as such in the Agreement, retained by the City to performs work or services for the City. The term Contractor means the Contractor or the Contractor's authorized representative as designated to the City in writing.

20. Drawings

The Drawings are graphic and pictorial portions of the Contract Documents, wherever located and wherever issues, showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details and diagrams.

21. Must or Mandatory

Means a requirement that must be met in order for a proposal to receive consideration.

22. Notice in Writing

A Notice in Writing, where identified in the Contract Documents, is a written communication between the parties that is transmitted in accordance with the provisions of Section 00.03.00.7 - Receipt of Addresses For Notices in Writing.

23. Place of the Work

The Place of the Work is the designated site or location of the Work identified in the Contract Documents.

24. Product

Product or Products means material, machinery, equipment, and fixtures forming the Work, but does not include Construction Equipment.

25. Project

The Project means the total construction contemplated of which the Work may be the whole or a part.

26. Provide

Provide means to supply and install.

27. Request for Bids

Means a request published by the City requesting Bids from qualified contractors to undertake and perform the work outlined in the Bid documents.

28. Schedule of Prices

The Schedule of Prices is the schedule included in Section 00.02.06 and subject to adjustments as provided in the Contract Documents, identifies:

- The items of work;
- The units of measure, estimated quantity, and Unit Price for each Unit Price item;
- The price for each lump sum item, if any; and
- Allowances, if any.

29. Service Provider

Includes Contractors, Subcontractors, consultants, and Suppliers who complete business on City properties or Worksites.

30. Shop Drawings

Shop Drawings are drawings, diagrams illustrations, schedules, performance charts, brochures, Product data, and other data which the Contractor provides to illustrate details of portions of the Work.

31. Specifications

The Specifications are that portion of the Contract Documents, wherever located and whenever issued, consisting of the written requirements and standards for Products, systems, workmanship, quality and the services necessary for the performance of the Work.

32. Subcontractor

A Subcontractor is a person or entity having a direct contract with the Contractor to perform a part or parts of the Work at the Place of the Work.

33. Submission Location

Includes the location or email address for submissions.

34. Submission Time

Means the closing time and date for this RFP.

35. Substantial Performance of the Work

Substantial Performance of the Work is defined as the lien legislation applicable to the Place of the Work. If such legislation is not in force or does not contain such definition, Substantial Performance of the Work shall have been reached when the Work is ready for use or is being used for the purpose intended and is so certified by the City.

36. Substantial Completion

Substantial Completion refers to the point at which the Work is sufficiently complete, in accordance with the Contract Documents, so that the Project or a portion of the Project can be used for its intended purpose.

37. Supplemental Instruction

A Supplemental Instruction is an instruction, not involving adjustment in the Contract Price or Contract Time, in the form of Specifications, Drawings, schedules, samples models or written instructions consistent with the intent of the Contract Documents. It is to be issued by the City to supplement the Contract Documents as required for the performance of the Work.

38. Supplier

A Supplier is a person or entity having a direct contract with the Contractor to supply Products.

39. Temporary Work

Temporary Work means temporary supports, structures, facilities, services and other temporary items, excluding Construction Equipment, required for the execution of the Work but not incorporated into the Work.

40. Unit Price

A Unit Price is the amount payable for a single Unit Price item as stated in the Schedule of Prices.

41. Taxes

Taxes means such sum as shall be levied upon the Contract price by the Federal or any Provincial or Territorial Government and is computed as a percentage of the Contract Price and includes the Goods and Services Tax, the Provincial Sales Tax, and any similar tax, the collection and payment of which, have been imposed on the Contractor by the tax legislation.

42. Work

The Work means the total construction and related services required by the Contract Documents.

43. Working Day

Working Day means a day other than a Saturday, Sunday, statutory holiday or vacation day that is observed by the construction industry in the area of the Place of Work.

END OF SECTION

SECTION 00.05.00. GENERAL CONDITIONS

SECTION 00.05.01. GENERAL PROVISIONS

1. CONTRACT DOCUMENTS

- 1.1. The Intent of the Contract Documents is to include the labour, Products and services necessary for the performance of the Work by the Contractor in accordance with these documents. It is not intended, however, that the Contractor shall supply products or perform work not consistent with, not covered by, or not properly inferable from the Contract Documents.
- 1.2. Nothing contained in the Contract Documents shall create any contractual relationship between the City and a Subcontractor, a Supplier, or their agent, employee or other person performing any portion of the Work.
- 1.3. The Contract Documents are complementary and what is required by anyone shall be as binding as if required by all.
- 1.4. Words and abbreviations used in the Contract Documents which have well known technical or trade meanings, or are defined in the Contract Documents, shall be interpreted in accordance with such meanings or Definitions.
- 1.5. References in the Contract Documents to the singular shall be considered to include the plural as the context requires.
- 1.6. The organization of the Specifications or the arrangement of the of the Drawings has been done for the purposes of the contract documents and there is not intent to direct the Contractor in the sequencing, organization and dividing of the work among Subcontractors and Suppliers.
- 1.7. If there is a conflict within the Contract Documents:
 - 1.7.1. the Contractor shall promptly notify the City of the conflict in the Contract Documents.
 - 1.7.2. the order of priority of documents, from highest to lowest, shall be:
 - The agreement between the City and the Contractor
 - Addenda (if any)
 - Definitions
 - Supplementary Conditions
 - General Conditions
 - Division 01 – General Requirements
 - Division 02 – Specifications
 - Drawings
 - Bid Form
 - Instructions to Bidders
 - 1.7.3. Drawings of larger scale shall govern over those of smaller scale of the same date;

- 1.7.4. Dimensions shall not be scaled from Drawings under any circumstances. In the event the Contractor requires dimensions not shown on Drawings, Contractor shall request the required dimensions from the City; and
- 1.7.5. Later dated documents shall govern over earlier dated documents of the same type.
- 1.8. Copies Furnished
 - 1.8.1. The Contractor shall be provided, without charge, with sufficient copies of Specifications and Drawings as are reasonably necessary for the performance of the Work.
 - 1.8.2. All Specifications, Drawings, samples, models and other information furnished by the City shall be used only with respect to the Work, shall not be used on other Work, shall not be copied or revised in any manner, and shall be returned to the City, on request, at the completion of the Work. Any samples or models furnished by the Contractor or the City are the property of the City.
- 1.9. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of the City as to the Work, it is intended that such requirement, direction, review or judgment shall be solely to evaluate the Work for general conformance with the design concept for the Project (unless there is a specific statement indicating otherwise). Notwithstanding any such requirement, direction, review or judgment by the City, the City does not have authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of General Conditions - Section 00.05.02.
- 1.10. Any Work that may reasonably be inferred from the Contract Documents as being required to perform the Work shall form part of the Work and shall be performed by the Contractor, whether or not it is specifically called for, and shall include the supply of all materials, plant, labour, equipment necessary to complete the Work. The intent is that a complete project will be provided by the Contractor.
- 1.11. Reference to standard Specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect on the date of the Agreement, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the City or the Contractor, or any of their agents or employees from those set forth in the Contract Documents.
- 1.12. Industry standards, whether or not bound or referred to in the Contract Documents, shall apply to the Work.
- 1.13. The Contractor is responsible for the coordination of metric and imperial dimensions as shown on the Drawings and as specified.

- 1.14. The Drawings are a diagrammatic view of the Work required but do not limit the extent of the Work required to totally complete the details and Work intended. It is the Contractor's responsibility to apply its expertise to execute the intended Work shown on the Specifications and Drawings. The Contractor shall coordinate all Drawings with the sizes and dimensions of services, fixtures and equipment in the locations shown on the plans or as site conditions permit. Any changes required to facilitate and complete the installation of such services, fixtures or equipment shall be made at no additional cost to the City, unless a Change Order or a Change Directive has been issued.
- 1.15. Notwithstanding the apparent generality of the Specifications or the Drawings as to any detail, or the apparent omission from them of a detailed description concerning any point, the Specifications and the Drawings shall be interpreted as requiring that only the best general practice is to prevail and that only material and Workmanship of the first quality are to be used in the performance of the Work.

2. ASSIGNMENT

- 2.1. The Contractor shall not assign the Contract or a portion thereof (otherwise than by a charge by the Contractor in favour of the Contractor's bankers of any monies due or to become due under the Contract, which assignment shall be notified to the City) without the City's written consent, which consent may be unreasonably withheld. The Contractor, when requesting the City's consent to an assignment, shall provide evidence satisfactory to the City of the ability of the proposed assignee to complete the Contract in respect of its technical and financial competence, its Workforce and its equipment along with any other information requested by the City.

SECTION 00.05.02. ADMINISTRATION OF THE CONTRACT

1. CITY'S ENGINEER FUNCTION DURING CONSTRUCTION

- 1.1. The City's Engineer shall provide administration of the Contract as described in the Contract Documents.
- 1.2. The City's Engineer shall assign a Project Leader to be City's representative during construction and until the expiry of the Warranty Period, unless otherwise advised by the City. The City's instructions to the Contractor shall be forwarded through the City's Project Leader. The City's Project Leader shall have authority to act on behalf of the City to the extent provided in the Contract Documents, unless otherwise modified by written agreement in accordance with Section 00.05.02.1.12.
- 1.3. The City's Engineer and Project Leader may visit the Place of the Work at intervals they determined to be appropriate. The City's Engineer may also provide one or more on-site Project Representatives to work under the direction of the Project Leader to oversee the progress and quality of the Work and to determine if the Work is proceeding in general conformance with the Contract Documents.

- 1.4. The City's Engineer may ascertain for the benefit of the City whether the Contractor has implemented and is maintaining adequate quality control procedures during the construction of the Work. Notwithstanding anything in the Contract, the City's Engineer, Project Leader and Project Representatives shall not make exhaustive or continuous on-site inspections to check the quality or quantity of the Work and the City shall neither be nor become a guarantor of the Contractor's Work.
- 1.5. The City's Engineer, Project Leader and Project Representatives are not responsible for and do not have control, charge, or supervision of the following which are acknowledged to be the sole and exclusive responsibility of the Contractor:
 - 1.5.1. of construction means, methods, techniques, sequences, or procedures;
 - 1.5.2. of safety precautions and programs required in connection with the Work, in accordance with the Safety Regulations, other regulations, or general construction practice;
 - 1.5.3. of the Contractor's failure to carry out the Work in accordance with the Contract Documents; and
 - 1.5.4. for the acts or omissions of the Contractor, Subcontractors, Suppliers, or their agents, employees or any other persons performing portions of the Work,
- 1.6. The City's Project Leader shall be the initial interpreter of the requirements of the Contract Documents and the judge of the acceptability of the Work. Claims, disputes and other matters in question relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents shall be referred initially to the City's Project Leader in writing for decision which it shall give in writing within a reasonable time.
- 1.7. There shall be no duty on the City's Engineer, Project Leader and Project Representatives to observe or discover defects or deficiencies in the Work but only to review such matters for the City concerning the acceptability of the Work as may be brought to the City's Engineer, Project Leader and Project Representatives notice or as may actually observe.
- 1.8. If the Contractor hold decisions of the City's Project Leader or Project Representatives to be at variance with the Contract Documents or to have been made in error, the Contractor shall notify the City's Engineer before proceeding to carry out the City's Project Leader's or Project Representative's decision. If, after receiving notice of the perceived error or variance from the Contractor, the City's Engineer directs that the Contractor carry out the City's Project Leader or Project Representative decision, the Contractor shall promptly proceed with any Work required to implement such decision.
- 1.9. The City's Engineer and Project Leader shall have authority to reject Work which in its professional opinion does not conform to the requirements of the Contract Documents.
- 1.10. Whenever the City's Engineer considers it necessary or advisable, it shall have authority to require special inspection or testing of a portion of the Work whether or not such Work is fabricated, installed or completed. However, neither the City's Engineer's authority to act nor any decision made by the City's Engineer either to exercise or not to exercise such authority,

shall give rise to any duty or responsibility of the City to the Contractor, Subcontractors, Suppliers, or their agents, employees or any other persons performing portions of the Work.

- 1.11. All certificates issued by the City will be to the best of the City's Engineer's and Project Leader's knowledge, information and belief. However, by issuing any certificates, granting an approval or performing a review or inspection, the City does not guarantee that the Work is correct or complete.
- 1.12. The duties, responsibilities, and limitations of authority of the City's Engineer, Project Leader and Project Representatives as set forth in the Contract Documents shall not be modified or extended without the written consent of the City and the Contractor. At the request of the Contractor or the City, the duties, responsibilities and limitations of authority of the Project representatives, referred to in Section 00.05.02.1, shall be set forth in writing to the Contractor and the City.

2. INSPECTION OF WORK

- 2.1. The City, and their representatives shall, at all times, have access to the Work whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access.
- 2.2. If the Contract Documents, the City's instructions, or the laws or ordinances of the Place of the Work require any Work to be specially tested, inspected or approved, the Contractor shall give the City timely notice of readiness of the Work for all required tests, inspections or approvals. The Contractor shall arrange for tests, inspections or approvals by other authorities and shall give the City timely notice of the date and time. If the Contractor covers, or permits to be covered, Work that has been designated for special tests, inspections or approvals before such tests, inspections or approvals are made, given or completed, the Contractor shall, if so requested, uncover the Work, have the inspections or tests satisfactorily completed and correct such Work at its own expense. The Contractor shall furnish promptly to the City two (2) copies of certificates and inspection reports relating to the Work.
- 2.3. Re-examination of questioned Work may be ordered by the City. If such Work is determined by the City to be in accordance with the requirements of the Contract Documents, the City shall pay the cost of re-examination and replacement. If such Work is determined by the City to not be in accordance with the requirements of the Contract Documents, the Contractor shall correct such Work and shall pay the cost of re-examination and correction.
- 2.4. The Contractor shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the Contract Documents to be performed by the Contractor, or is designated by laws or ordinances applicable to the Place of the Work.
- 2.5. The Contractor shall pay the cost of samples required for any test or inspection to be performed by the City if such test or inspection is designated in the Contract Documents.
- 2.6. No obligation shall be imposed on the City by reason of any testing, inspection or approval made pursuant to Section 00.05.02.2, nor shall any failure to test, inspect or approve relieve the Contractor of responsibility for the Work.

- 2.7. The City shall receive and review any written warranties and related documents which the Contractor is required to provide pursuant to the terms of the Contract in order to determine if they are in general conformance with the Contract Documents.

3. DEFECTIVE WORK

- 3.1. The Contractor shall promptly correct any defective Work which has been rejected by the City as failing to conform to the Contract Documents, whether incorporated in the Work or not. Thereafter, the Contractor shall promptly correct any defective Work in accordance with the Contract Documents and without expense to the City and shall bear the expense of making good all Work of Other Contractors destroyed or damaged by such correction.
- 3.2. If the Contractor does not correct such defective Work within the time fixed by written notice from the City, the City may have such defective Work corrected at the expense of the Contractor. If the Contractor does not pay the expense of such correction within five (5) Days after receipt of an invoice therefor, the City may, upon ten (10) Days' written notice, deduct from the Contract Price all expenses that should have been borne by the Contractor.
- 3.3. If, in the opinion of the City, it is not expedient to correct defective Work, the City may deduct from the Contract Price the difference in value between the Work as done and that called for by the Contract Documents, the amount of which shall be determined by the City. Any reduction of payment to the Contractor under Section 00.05.02.3 shall in no way relieve the Contractor from its obligations pursuant to the Contract.

4. SUPPLEMENTAL INSTRUCTIONS

- 4.1. During the progress of the Work, the City shall furnish to the Contractor such supplemental instructions to supplement the Contract Documents as may be necessary, in the opinion of the City, to carry out the design concept for the Project. In giving such supplemental instructions, the City shall have authority to make minor changes in the Work, not inconsistent with the intent of the Contract Documents, and the Work shall be executed in conformity therewith.
- 4.2. Supplemental instructions may be in the form of Specifications, Drawings, samples, models or written instructions and shall not result in a change in the Contract Price or the Contract Time.
- 4.3. The Contractor shall Work only from Specifications and Drawings approved for construction. Where revised Specifications and Drawings have been issued, the Contractor shall be responsible, at its own expense, for the correction of any errors in the Work made as the result of not Working from current Specifications and Drawings.

5. ASSISTANCE TO THE CITY'S ENGINEER

- 5.1. The Contractor shall provide the City's Engineer with assistance and personnel, as required, to make any surveys and measurements on behalf of the City. Wherever possible, the Contractor shall make the same personnel available to the City's Engineer throughout the course of the Work.
- 5.2. The Contractor shall supply to the City's Engineer with all lath, stakes, hubs, nails and spikes when required by the City's Engineer for the Project.

6. HEALTH AND SAFETY

- 6.1. The City has specific requirements that Contractors Working for the City must adhere to with respect to Health and Safety, which are listed below.
- 6.2. The City's Health and Safety Coordinator is responsible for overseeing all health and safety programs at the City, including ensuring it's Contractors, Subcontractors and suppliers are in conformance with the City's health and safety programs. The City's Health and Safety Coordinator will:
 - 6.2.1. Assist with identifying and resolving health and safety issues;
 - 6.2.2. Attend pre-construction meetings arrange for by the City's Project Leader; and
 - 6.2.3. Make planned and unplanned Work site inspections and make health and safety recommendations as required.
- 6.3. The Contractor is required to conform with the Occupational Health and Safety Act related to the performance of the Work. In addition, the successful Contractor is required to supply to the City's Engineer and the City's Health & Safety Coordinator a valid Clearance Certificate issued by WSIB, or if applicable, a letter from WSIB verifying Independent Operator's Status.
- 6.4. Contractors , Subcontractors and Service Providers will:
 - 6.4.1. cooperate and comply with the City of North Battleford Safety Program;
 - 6.4.2. perform all Work in a safe manner and refuse to participate in unsafe activities;
 - 6.4.3. provide Competent Workers;
 - 6.4.4. provide necessary education, training, and safety equipment for their employees;
 - 6.4.5. address any non-compliance issues with their staff, and take appropriate corrective and/or disciplinary action;
- 6.5. Contractors shall:
 - 6.5.1. ensure that a risk assessment is completed on all projects.
 - 6.5.2. Provide documentation verifying the Contractor's staff and Subcontractors have completed the necessary safety training for Work being performed to City's Engineer and the City's Health & Safety Coordinator
 - 6.5.3. will provide adequate and competent supervision of the Workers;
 - 6.5.4. inspect the project Work areas and correct any hazards identified;
 - 6.5.5. investigate any accidents, injuries or near-misses, no matter how slight, (including property damage), and provide a copy of the investigation report to the City's Project Leader and the City's Health and Safety Coordinator or designated alternate;
 - 6.5.6. ensure the following Procedures are in place for all Worksites on/in City property, and they are understood by all City staff that may come onsite staff, Contractors Staff, Subcontractors.

- 6.5.7. Develop the following procedures and forward them to the City's Engineer and the City's Health & Safety Coordinator.
 - i. Emergency procedures
 - ii. Emergency Evacuation Plan
 - iii. First Aid
- 6.5.8. ensure that all personnel that come onto the site acknowledge that they have been informed of the procedures and understand the procedures, whether the personnel be City, Contractor, Subcontractor, Supplier or Consultant retained by the City staff:
- 6.5.9. document Toolbox Meeting and other safety meetings as required during the execution of the Work. Copies of the minutes of the Toolbox and Safety Meetings shall be sent to the City's Engineer and the City's Health & Safety Coordinator.
- 6.5.10. supply and ensure all Workers wear required PPE, and that such PPE is kept in good condition;
- 6.5.11. provide a current and active WCB account number and COR number (if certified); and
- 6.5.12. cooperate with the City in all matters relating to health and safety.

SECTION 00.05.03. EXECUTION OF THE WORK

1. CONTRACTOR'S RESPONSIBILITIES

- 1.1. The Contractor shall have complete control of the Work and work area.
- 1.2. The Contractor shall effectively direct and supervise the Work using its best skill and attention. The Contractor shall be solely responsible for construction means, methods, techniques, sequences and procedures, for safety precautions and programs (unless otherwise specifically agreed to in writing by the City or required by the applicable construction safety legislation) and for coordinating all portions of the Work. At all times the onus shall be and remain on the Contractor to carry out and complete the Work in accordance with the Contract Documents.
- 1.3. The Contractor shall provide all necessary supervision and appoint a competent representative and necessary assistants who shall be in attendance at the Place of the Work at all times during the progress of the Work. The representative shall not be changed except for valid reason. The representative shall represent the Contractor and information and instructions given to him by the City shall be deemed to have been given to the Contractor. All instructions shall be confirmed to the Contractor in writing by the City.
- 1.4. The Contractor shall designate a responsible member of its organization at the Place of the Work, whose duty shall be the prevention of accidents. This person shall be the Contractor's representative unless otherwise designated in writing by the Contractor to the City.

2. OTHER CONTRACTORS

- 2.1. The City reserves the right to let separate contracts in connection with the Project to Other Contractors or perform certain Work by its own forces.
- 2.2. When separate contracts are awarded for different parts of the Project, or Work is performed by the City's own forces the City shall require or provide insurance coverage to the same extent as is called for in Section 00.05.011 - Insurance and Contract Security, such insurance shall be coordinated with the insurance coverage of the Contractor as it affects the Work.
- 2.3. The Contractor shall not commit or permit any act which will interfere with the performance of the Work of Other Contractors or the City's own forces and shall coordinate and connect, as specified or shown in the Contract Documents, the Work with such Work so as not to hinder the progress or completion of such Work.
- 2.4. The Contractor shall coordinate the Work of all trades and Other Contractors and determine to what extent Work specified in each section of the Specifications is affected by Work indicated elsewhere and make all necessary allowances for their integration. All additional Work resulting from failure to make such determination shall be done at no cost to the City.
- 2.5. The Contractor shall report to the City any apparent deficiencies in the Work of Other Contractors or the City's own forces which would affect the Work immediately as they come to its attention and shall confirm such report in writing. The Contractor waives any claim against the City arising out of or relating to an apparent deficiency in the Work of Other Contractors or the City's own forces unless the Contractor provides immediate notice thereof to the City.
- 2.6. The City and the Contractor shall take all reasonable precautions to avoid labour disputes or other disputes on the Project arising from the Work of Other Contractors or the City's own forces.

3. DOCUMENT REVIEW

- 3.1. The Contractor shall review the Contract Documents and shall report promptly to the City any error, inconsistency or omission the Contractor may discover. Such review by the Contractor shall be to the best of the Contractor's knowledge, information and belief and in making such review the Contractor does not assume any responsibility to the City for the accuracy of the review. The Contractor shall not be liable for damage or costs resulting from such errors, inconsistencies or omissions in the Contract Documents, which the Contractor did not discover. If the Contractor does discover any error, inconsistency or omission in the Contract Documents, the Contractor shall not proceed with the work affected until the Contractor has received corrected or missing information from the City.

4. SCHEDULING AND DELAYS

- 4.1. The City may establish a system for monitoring the planning and scheduling activities of the Contractor and all Other Contractors on the Project utilizing a Project Schedule which shall identify and allocate earliest expected starting and latest Completion Dates for each major design and construction activity. The Project Schedule may be revised from time to time by the City.

- 4.2. Within fifteen (15) Days from the date of the Notice of Acceptance, the Contractor shall submit to the City a detailed task by task Work schedule for the construction of the Work within the framework of the Project Schedule. The City shall review the Contractor's Work schedule for general compliance with the Project Schedule and may request adjustments thereto to arrive at a Work schedule that will not delay or impact the Work of Other Contractors or other Project activities. This detailed schedule shall be called the Contract Work Schedule and shall become an integral part of the Project Schedule.
- 4.3. Time is of the essence. The Contractor acknowledges that it is aware that any delay in completing the Work will result in delays and impacts to Other Contractors and the City in carrying out other portions of the Work of the Project. Such delays and impacts will extend the time and increase the cost required to complete the Project and will thereby affect the value of the Work to the City.
- 4.4. Should the Contractor, at any time, be of the opinion that it cannot meet the requirements of the Contract Work Schedule, the Contractor shall consult with the City to determine whether the Contract Work Schedule can be changed without affecting the Project Schedule. If, in the opinion of the City, changes can be made to the Contract Work Schedule without affecting the Project Schedule, these changes shall be made to establish a new Contract Work Schedule. Notwithstanding the foregoing, neither the Contract Time nor the Completion Date shall be adjusted except by way of a Change Order or Change Directive.
- 4.5. Subject to 4.4, if the Contractor does not maintain the progress necessary to comply with the Contract and the Contract Work Schedule, the City, in addition to those rights and remedies provided by law and under the Contract Documents (including those rights specifically set forth in Section 00.05.07.1 - City's Right to Perform the Work, Suspend the Work or Terminate the Contract) may, after consultation with the Contractor, order that the Contractor take such actions as the City deems necessary to maintain the progress required by the Contract Documents and the Contract Work Schedule, which actions may include, but shall not be limited to, the supply of additional labour, the provision of additional hours of Work or the furnishing of an additional plant, all at the Contractor's expense. Should the Contractor fail to comply with such orders, the City shall have the right to employ the required labour and equipment and (except when making up time lost due to delays of the kinds referred to in 4.4) deduct the cost of same from any payment then or thereafter due the Contractor or collect liquidated damages and deduct same from any payment then or thereafter due to the Contractor.
- 4.6. If the Contractor is delayed or impacted in the performance of the Work by an excusable event, and provided always that the said event is not one for which an extension of the Contract Time is specifically excluded by the Contract then the Contract Time shall be extended for such reasonable time as the City may recommend in consultation with the Contractor. The Contractor waives any claim for compensation for costs incurred as a result of an excusable event. In no case will an act or omission of the Contractor or any person employed or engaged by the Contractor, either directly or indirectly, constitute an Excusable Event.
- 4.7. The Contractor waives any claim for an extension of Contract Time or compensation for costs incurred where the Contractor is delayed or impacted in the performance of the Work by a

Contractor Caused Event. All Contractor Caused Events shall be events of default under the Contract.

- 4.8. If the Contractor is delayed or impacted in the performance of the Work by an City Caused Event, and provided always that the said event is not one for which an extension of the Contract Time or compensation is specifically excluded by the Contract, then the Contract Time shall be extended for such reasonable time as the City may recommend in consultation with the Contractor. The Contractor shall only be reimbursed for the reasonable direct out-of-pocket expenses incurred by the Contractor that are established to have been caused by the City Caused Event. The Contractor must provide supporting documentation for such costs, as required by the City, before compensation for any delays or impacts will be considered. The documentation must be presented promptly, and in any event, no later than ten (10) Days after Substantial Performance of the Work.
- 4.9. The Contractor waives any claim for extension of Contract Time or compensation for costs incurred as the result of an Excusable Event or a City Caused Event unless:
 - 4.9.1. the Contractor submitted and updated the Contract Work Schedule as required by 4.2; and
 - 4.9.2. the Contractor provides a notice in writing of the claim to the City within fourteen (14) Days after the commencement of the delay or impact. A notice in writing shall describe the event, the date the delay or impact commenced, the anticipated duration of the delay or impact, the effect on the Contract Time and all steps taken or available to mitigate the delay or impact.
- 4.10. Any disruption or delay caused by one or more construction labour disputes, strikes and lock-outs, including, but not limited to, financial and jurisdictional disputes involving unionised and non unionised Workers, on or related to the Place of the Work, shall be deemed to be a Contractor Caused Event, except for disputes, strikes and lock-outs caused by the City.
- 4.11. In the event of an Excusable Event or an City Caused Event, the City may, at its option, request the Contractor, in writing, to take steps to accelerate the Work rather than allow the Contractor an extension of the Contract Time. In this case, the City's request shall be dealt with in accordance with Section 00.05.06 - Changes to the Work. In any event, the Contractor shall only be entitled to receive compensation for its actual out-of-pocket costs required to accelerate the Work.
- 4.12. Where there are concurrent delays or impacts, some of which are caused by City Caused Events and some of which are not, the Contractor shall not be entitled to an extension of the Contract Time or compensation for costs. Concurrent delays or impacts are those that are caused by two or more independent events, irrespective of whether such delays or impacts are on the critical path or are contemporaneous.
- 4.13. The Contractor waives any claim for extension of Contract Time or compensation for costs incurred as the result of any Excusable Event or an City Caused Event, unless, at the time of the commencement of the delay or impact, the Contractor has submitted and updated the Contract Work Schedule as required by 4.2.

- 4.14. In the event that the Contractor is delayed or impacted in the execution of the Work for any reason other than one for which an extension is permitted under Section 00.05.03.4 or if the Contractor fails to file a notice in writing as required by 4.13, fails to submit and update a Contract Work Schedule as required by 4.2 or fails to perform the Work substantially in accordance with the Contract Work Schedule, the Contractor shall, at its own expense, take whatever measures are necessary to ensure the completion of the Work in accordance with the Project Schedule.
- 4.15. The entitlement of the Contractor to claim an extension of the Contract Time or reimbursement of costs under Section 00.05.03.4, shall be subject to the condition that the Contractor shall have exercised all reasonable efforts to avoid, or minimize, the duration, cost and impact of any delay or impact in respect of which a claim for extension of the Contract Time or compensation is made. The Contractor waives any claim for an extension of the Contract Time or compensation for delays or impacts, which do not adversely affect the critical path for achieving Substantial Performance of the Work, or which could have been avoided, minimized or mitigated by the Contractor using reasonable efforts.
- 4.16. Each claim under Section 00.05.03.4 - Scheduling and Delays, based, in whole or in part, on a particular event or circumstance must be submitted, and shall be considered, separately. No claim shall be allowed under this Section 00.05.03.4 - Scheduling and Delays, or otherwise under the Contract, for an extension of the Contract Time or compensation as a result thereof based upon the cumulative impact of two or more particular events causing delay or impact.
- 4.17. If the Contractor is entitled to an extension of the Contract Time, the Contract Work Schedule, the Project Schedule and any of the milestone completion date(s) stipulated in the Supplementary Conditions shall be extended for an equivalent time.

5. SUBCONTRACTORS AND SUPPLIERS

- 5.1. Unless otherwise agreed to by the City in writing, the Contractor shall employ those Subcontractors and Suppliers listed in the Bid Form.
- 5.2. The City may, for reasonable cause, at any time before the City has signed the Contract, object to the use of a proposed Subcontractor or Supplier and require the Contractor to employ one of the other subcontract bidders.
- 5.3. In the event that the City requires a change from a proposed Subcontractor or Supplier, the Contract Price shall be adjusted by the difference in cost, without mark-up, occasioned by such change.
- 5.4. The Contractor shall not be required to employ as a Subcontractor or Supplier a person or firm to whom it may reasonably object.
- 5.5. The Contractor shall preserve and protect the rights of the parties under the Contract with respect to any of the Work to be performed under subcontract and shall:
- 5.5.1. enter into contracts or written agreements with Subcontractors and Suppliers to require them to perform their Work in accordance with and subject to the terms and conditions of the Contract Documents;

- 5.5.2. incorporate the terms and conditions of the Contract Documents into all contracts or agreements it enters into with Subcontractors and Suppliers; and
- 5.5.3. be as fully responsible to the City for acts and omissions of Subcontractors and Suppliers and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.
- 5.6. The City may, at its discretion, upon request from a Subcontractor and upon being apprised of the terms of the subcontract between a Subcontractor and the Contractor, provide to the Subcontractor information as to the percentage or quantity of the Subcontractor's Work which has been certified for payment.
- 5.7. Nothing contained in the Contract Documents shall create a contractual relationship between a Subcontractor or Supplier and the City.
- 5.8. The Contractor shall comply and require that its Subcontractors and Suppliers comply with 00.34.02 – Contractor's Code of Conduct.

6. PRODUCTS AND EMPLOYEES

- 6.1. All Products shall, unless otherwise specified in the Contract Documents, be new. All Products shall be suitable for their intended purpose, and shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, Supplier or distributor, except as otherwise provided in the Contract Documents. Workmanship and materials shall be of the quality specified or better. Products which are not specified shall be of a quality consistent with those specified and the Contractor shall obtain the prior written approval of the City to their use.
- 6.2. All Products, whether supplied by the City or the Contractor, shall be stored under suitable conditions to prevent damage, deterioration, contamination and other adverse effects. No Products may be temporarily used or installed as a facility for construction purposes except with the written approval of the City.
- 6.3. The Contractor shall be responsible for the protection and security of the Products stored at the Place of the Work and shall replace any material damaged or stolen from the Place of the Work at no cost to the City.
- 6.4. The Contractor shall provide competent, qualified personnel to perform the Work as required by the Contract Documents. The Contractor shall maintain good order and discipline among its employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. The City may require that any person who is unfit for any reason leave the Place of the Work.

7. RECORD DOCUMENTS

- 7.1. The Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Submittals, operation and maintenance manuals, samples and models at the Place of the Work in good order and shall record thereon all changes made during the construction of the Work as they occur.

These record copies shall be made available to the City during construction and shall be delivered to the City upon completion of the Work.

8. SUBMITTALS

- 8.1. The Contractor shall review, stamp with its approval and submit, with reasonable promptness and in orderly sequence so as to cause no delay in the Work or in the Work of any Other Contractor, all Submittals required by the Contract Documents or requested by the City. Submittals shall be properly identified and shall be in the form specified or as the City may require. At the time of submission, the Contractor shall inform the City in writing of any deviation in the Submittals from the requirements of the Contract Documents. Submittals which require approval of any legally constituted authority having jurisdiction shall be submitted to such authority by the Contractor for approval.
- 8.2. By approving and submitting Submittals, the Contractor thereby represents that it has determined and verified all field measurements, field construction criteria, materials, catalogue numbers and similar data, or will do so, and that it has checked and coordinated all Submittals with the requirements of the Work and of the Contract Documents.
- 8.3. The City shall review the Submittals with reasonable promptness, but only for general conformance with the Contract Documents. The City's review of a separate item shall not indicate approval of such item or of any assembly in which the item functions. The City's review of Submittals shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the City in writing of such deviation at the time of submission and the City has given written approval to the specific deviation; provided that any such review and approval by the City shall not relieve the Contractor from responsibility for errors or omissions in the Submittals themselves.
- 8.4. The Contractor shall make any corrections required by the City and shall resubmit the required number of corrected copies of Submittals. The Contractor shall direct specific attention in writing or on resubmitted Submittals to revisions other than the corrections requested by the City on previous submissions.
- 8.5. The City does not warrant or represent that the information in the Submittal is accurate or complete. The City's review does not relieve the Contractor of responsibility for errors or omissions in designs, including a Submittal, that are the Contractor's responsibility, and for conforming and correlating with all quantities and dimensions, performing the Work, selecting performance means and methods, coordinating with other parts of the Work and between Subcontractors, and performing the Work safely. Notwithstanding any review by the City and subject only to Section 00.05.03.8 - Submittals, the Contractor remains solely responsible for compliance with the Contract Documents.

9. LAYING OUT WORK

- 9.1. Unless otherwise stipulated in the Contract Documents, all Work is to be laid out by the Contractor. This shall include but not be limited to batter boards, sight rails, stakes and marks, and bench marks as required.

- 9.2. The Contractor shall be responsible for the accuracy of the layout and preservation of bench marks, reference points and stakes; failing which, all costs to rectify same shall be for the Contractor's account.

10. TEMPORARY FACILITIES AND TEMPORARY LOADINGS

- 10.1. The Contractor shall have the sole responsibility for the design, erection, operation, maintenance and removal of temporary facilities and for the design and execution of the construction methods to be used for the adequacy and safety of such facilities.
- 10.2. The Contractor shall engage and pay for registered professional engineering personnel, skilled in the appropriate discipline to perform these functions where required by law or the Contract Documents, and in all cases where such temporary facilities and their method of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results and any opinion expressed by the City shall not relieve the Contractor of this responsibility in any way.
- 10.3. Drawings depicting the design of the temporary facilities shall show the design loads which the structure is expected to withstand, the type and grade of material to be used, and sufficient dimensions and instructional detail as to permit strict adherence to the design during construction. Calculations shall be made and recorded which will show that the temporary facilities are capable of carrying all loads which are expected to be imposed upon them. The design Drawings of the temporary facilities shall be signed and sealed by the Contractor's engineer who made the design or who supervised and directed its preparation, and each revision thereto shall also be signed by such engineer, or by another engineer qualified to undertake the responsibility for the alteration in design.
- 10.4. Before any load is placed on the temporary facilities, the Contractor's design engineer shall perform an inspection to ensure that the temporary structure complies with the design requirements and is satisfactory for use.

11. USE OF PREMISES

- 11.1. The Contractor shall confine its operations and the storage of materials to limits indicated by laws, ordinances or permits and as permitted by the City and shall not unreasonably encumber the Place of the Work with its materials. The Contractor shall not load, or permit to be loaded, any part of the Work with a weight that will endanger its safety. The Contractor shall enforce all regulations and requirements regarding signs, advertisements, fires and smoking.
- 11.2. The City will provide the lands upon which the Work is to be performed. Where the Work is to be performed on lands owned by others, the City will obtain the necessary permissions, easements or rights-of-way. Delay in providing these lands or in obtaining easements or rights-of-way which, in the opinion of the City, delays the Work or results in extra cost to the Contractor, will be deemed proper cause for adjustment to the Contract Time and adjustment to the estimated Contract Price.

- 11.3. Any lands other than those which are to be provided by the City, and which may be required by the Contractor for temporary facilities, storage purposes, or access to the Work site, shall be obtained by the Contractor at no additional cost to the City.
- 11.4. Construction by others on adjacent and overlapping Works may occur during this project. The Contractor is to attend regular meetings to co-ordinate the construction and co-operate fully to ensure an efficient completion of The Work. The Contractor is to limit their activities and stockpile materials only in the areas assigned for their use as may be agreed from time to time. No additional payment for delays or extra Work caused by actions or inaction of the other Contractor will be allowed. Work, at or in the vicinity of The Work, may be performed by the City and/or other Contractors during the period covered by this Contract. The Contractor shall cooperate with, and coordinate their activities with, other Contractors in the Working area, so that The Work of all Contractors concerned will proceed with efficiency and dispatch. No claims for additional payment will be considered on account of delays, changes in construction schedules or any other reason whatsoever, due to the fact that other Contractors are in operation in the place of Work.
- 11.5. The Contractor is responsible for repair or replacement of portions of existing Work which have been altered during construction operations to match existing or adjoining Work, as directed by the City.

12. SITE ACCESS

- 12.1. The Contractor is responsible for arranging access to the site from an existing roadway. The access is not to cross any existing concrete walks or curbs. Existing walks and curbs crossed are to be protected with a cold mix ramp. Any damages to existing walks or curbs are to be repaired by the Contractor at no cost to the City.
- 12.2. The access must be closed off when the Contractor is not on site to prevent unauthorized access and dumping. The Contractor is to monitor the site when the access is open and not allow any dumping of unauthorized material.

13. HAULING TO & FROM SITE

- 13.1. Contractor's attention is drawn to any parts of The Work under this Contract that require or may require delivery of heavy equipment, materials, and/or loading and hauling of any material to site or from The Work site using roads under the jurisdiction of Municipal Authority, or provincial authority.
- 13.2. It is the Contractor's responsibility to investigate, obtain and pay for, and comply with any permanent or seasonal "road ban" and "no truck" routes or other hauling related restrictions and potential exemptions thereto, any associated permits, road use agreements, security provisions to any permits or road use agreements, dust control measures, height restrictions, pre-/post-hauling road inspections and any repairs as may be required by Municipal or provincial Authority, in order to carry out The Work.

- 13.3. Further to the above, unless stated in the Contract Documents or subsequent Contract Addenda or Change Orders, there shall be no extra payment made by the City to the Contractor associated with any use of municipal or provincial roads by the Contractor in relation to The Work.

14. INTERRUPTION OF SERVICES

- 14.1. The Contractor shall perform The Work in a manner satisfactory to the City's of existing services, and maintain access to any essential appurtenances or any system encountered. Access must be maintained to hydrants, valves and control structures.
- 14.2. If interruption of service is necessary, the arrangements must be made with the City of the utility, at least 24 hours in advance.
- 14.3. Requests for shut down of a utility must be made in writing 48 hours prior to shut down to the City, and the estimated duration of interruption shall be outlined in detail. A copy of the request for shutdown and utility company's approval shall be submitted to the City's Project Leader.
- 14.4. Actual shut down or operation of existing service structures, valves, etc. will be done by the City unless other arrangements are made in writing between the Contractor and the Utility.

15. CLEANING UP

- 15.1. The Contractor shall, at all times, keep the Place of the Work in a safe and tidy condition, and free from accumulation of waste material or rubbish caused by its performance of the Work, and at the completion of the Work it shall remove all rubbish and all tools, equipment and surplus materials from and about the Work and shall leave the Work clean and suitable for occupancy by the City. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor as the City shall determine to be proper in the circumstances.
- 15.2. The Contractor shall not unreasonably encumber the site with material or equipment.
- 15.3. The Contractor is responsible to remove or alter existing Work to prevent injury or damage to portions of existing Work which remain.
- 15.4. The Contractor shall conduct construction operations with minimum interference to adjacent roadways, sidewalks and access facilities in general, and shall keep such areas free from materials, debris and equipment at all times.

16. CUTTING AND FITTING

- 16.1. The Contractor shall perform all cutting, fitting and remedial Work required to make the affected parts of the Work come together properly and to integrate the Work with the Work of Other Contractors, the City's own forces or Work performed by utility service companies. The Contractor shall coordinate the Work to ensure that such cutting, fitting and remedial Work are kept to a minimum.
- 16.2. Any cost caused by a failure to properly coordinate the Work shall be borne by the Contractor.
- 16.3. The Contractor shall not endanger the Work or the Work of others by cutting, digging or otherwise and shall not cut or alter existing Work except with the written consent of the City.

- 16.4. Cutting and remedial Work shall be performed by specialists familiar with the materials affected and shall be performed in a manner to neither damage nor endanger the Work or the Work of others.

17. MINIMUM STANDARDS

- 17.1. In the absence of other standards required by the Contract Documents, all Work, materials and equipment shall be suitable for its intended purpose, and conform to, or exceed, the minimum standards of the Canadian Government Specification Board, the Canadian Standards Association, or the National Building Code of Canada (latest edition with all current addenda), whichever is applicable. Where the provisions of the applicable Building Bylaw are more stringent than the National Building Code of Canada, the provisions of such Building Bylaw shall govern.
- 17.2. The Contractor must ensure that operation conditions of existing Work at completion are still the same, equal to or better than that which existed before new Work started.

18. SUSPENSION OF WORK

- 18.1. In emergencies affecting the safety or protection of persons or the Work or property at the Place of the Work or adjacent thereto, the Contractor, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the City prompt written notice of any significant changes in the Work or deviations from the requirements of the Contract Documents caused thereby.
- 18.2. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Place of the Work or adjacent thereto, the City may suspend the Work in whole or in part at any time by written notice to the Contractor stating the extent and effective date of such suspension; whereupon the Contractor shall suspend the Work to the extent specified and shall place no further orders or subcontracts relating thereto. During the period of suspension, the Contractor shall protect and care for all Work, materials and equipment at the site or in the storage areas under its responsibility. The Contractor shall give the City copies of all outstanding orders and subcontracts for materials, equipment and services and shall take any action on such orders and subcontracts as may reasonably be required or as the City may direct. The Work shall be resumed by the Contractor within a mutually agreed upon period of time after the date of resumption fixed in a written notice from the City to the Contractor.
- 18.3. The Contractor shall be allowed an extension of the Contract Time for the delay or impact directly attributable to or resulting from any action taken by the Contractor under 18.1 or 18.2 or suspension by the City, provided that the emergency was due to causes beyond the Contractor's reasonable control and the Contractor makes a request therefore as provided in Section 00.05.03.4 - Scheduling and Delays. Notwithstanding the foregoing, the Contractor waives any claims for damages on account of any such delay or impact and agrees that its sole right and remedy in the case of any such delay or impact shall be an extension of the Contract Time as provided herein.

- 18.4. Unless otherwise determined by the City in its discretion, the Contractor shall not be entitled to claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken by the Contractor under 18.1 or any suspension of the Work pursuant to the provisions of 18.2.

SECTION 00.05.04. ALLOWANCES

1. CASH ALLOWANCES

- 1.1. The Contract Price includes cash allowances (if any) stated in the Contract Documents.
- 1.2. Cash allowances, unless otherwise specified, cover the net cost to the Contractor of services, Products, construction machinery and equipment, freight, unloading, handling, storage, installation and other authorized expenses incurred in performing the Work stipulated under the cash allowance.
- 1.3. The Contract Price, and not the cash allowance, includes the Contractor's overhead and profit in connection with such cash allowance.
- 1.4. Expenditures under cash allowances shall be authorized by the City. Where the actual cost of the Work under any cash allowance exceeds the amount of the allowance the Contractor shall be compensated for the excess incurred and substantiated, plus an amount for overhead and profit on the excess, provided that the Contractor has obtained prior written approval from the City for any excess costs. Where the actual cost of the Work under any cash allowance is less than the amount of the allowance, the City shall be credited for the unexpended portion of the cash allowance, but not the Contractor's overhead and profit on such amount.
- 1.5. The Contract Price shall be adjusted by written order to provide for any excess or deficit to each cash allowance.
- 1.6. Progress payments on account of authorized expenditures under cash allowances shall be certified on the City's Engineer monthly certificates for payment.
- 1.7. A schedule shall be prepared jointly by the City and the Contractor to show when items called for under cash allowances must be authorized by the City for ordering purposes so that the progress of the Work shall not be delayed.

2. CONTINGENCY ALLOWANCE

- 2.1. The Contract Price includes the contingency allowance, if any, stated in the Contract Documents.
- 2.2. The contingency allowance includes the Contractor's overhead and profit in connection with such contingency allowance.
- 2.3. Expenditures under the contingency allowance shall be authorized and valued as provided in Section 00.05.06 - Changes to the Work.
- 2.4. The Contract Price shall be adjusted by Change Order to provide for any difference between the expenditures authorized under paragraph 2.3 and the contingency allowance.

SECTION 00.05.05. PAYMENT

1. FINANCING INFORMATION REQUIRED OF THE CITY

- 1.1. The City shall, at the request of the Contractor, before signing the Contract, and promptly from the time thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the City's obligations under the Contract.
- 1.2. The City shall give the Contractor Notice in Writing of any material change in the City's financial arrangements to fulfill the City's obligations under the Contract during the performance of the Contract.

2. CONTRACT PRICE

- 2.1. The Contract Price shall be accepted by the Contractor as full compensation for everything furnished and done by the Contractor under the Contract, including:
 - 2.1.1. all Work under all Divisions, unless specifically stated otherwise, shall include the furnishing of all labour, materials, equipment, and services necessary to complete the Work. The intent is that a complete job is called for.
 - 2.1.2. all loss or damage arising out of the nature of the Work, the conditions of the Place of the Work and the action of the weather, elements, or any other unforeseen obstruction or difficulty encountered in the performance of the Work;
 - 2.1.3. all risks and obligations of every description connected with the Work;
 - 2.1.4. all expenses incurred by or in consequence of any delay or impact in the performance of the Work, or the suspension or discontinuance of the Work except as expressly excluded pursuant to Section 00.05.03.4 - Scheduling and Delays; and
 - 2.1.5. completing the Work as provided in the Contract.
- 2.2. Any minor item of the Work not called for in the Specifications or shown on the Drawings but clearly required to meet the intent of design and normally provided for the proper operation of the Work shall be provided as if specifically called for in the Contract Documents.
- 2.3. Any Work called for in the Specifications or shown on the Drawings but not specifically mentioned as an item for which payment will be made in the schedule of quantities, shall be considered necessary but incidental to the items of Work and no additional payment will be made for this incidental Work.

3. APPLICATIONS FOR PROGRESS PAYMENT

- 3.1. The Contractor shall submit to the City with each application for payment, an invoice segregated by project number/code, or other form required by the City, stating that all wages, Subcontractors and Suppliers have been paid in respect of the performance of the Work and, if requested, with receipts or other vouchers showing its payments for labour and for material, including material on the site but not incorporated in the Work and satisfactory evidence of compliance with the Safety Regulations.

- 3.2. Applications for payment shall be dated the last day of the agreed payment period and the amount claimed shall be for the value, proportionate to the amount of the Contract, of Work performed and Products delivered to the Place of the Work at that date, less amounts already paid by the City.
- 3.3. If requested by the City, the Contractor shall submit to the City, at least fifteen (15) Days before the first application for payment, a schedule of values of the various parts of the Work, aggregating the total amount of the Contract Price and divided so as to facilitate evaluation of applications for payment.
- 3.4. The schedule of values shall be made out in such form and supported by such evidence as to its correctness as the City may reasonably require and when approved by the City shall be used as the basis for applications for payment.
- 3.5. When making applications for payment, the Contractor shall submit a statement based upon the schedule of values. Claims for Products delivered to the Place of the Work but not yet incorporated into the Work shall be supported by such evidence as the City may reasonably require to establish the value and delivery of the Products.
- 3.6. The Contractor warrants and guarantees that title to all Work and Products covered by any application for payment, whether incorporated in the Project or not, shall pass to the City at the time of payment free and clear of all liens, claims, security interests and encumbrances.
- 3.7. All claims for changes in the Work must meet the requirements of Section 00.05.06 - Changes to the Work, and must be included in an application for payment and submitted to the City's Engineer for certification.

4. CERTIFICATES FOR PAYMENT

- 4.1. The City's Engineer shall issue a certificate for payment within fifteen (15) Days after receipt of an application for payment from the Contractor setting out the amount which the City's Engineer has determined, to the best of the City's Engineer's knowledge, information and belief, is properly due to the Contractor for the Work performed to date.
- 4.2. By issuing a certificate for payment, the City shall not thereby be deemed to represent that it has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that it has reviewed the construction means, methods, techniques, sequences or procedures or that it has made any examination to determine how or for what purposes the Contractor or the Subcontractors have used the money paid on account of the Contract Price.
- 4.3. The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither the recommendation or certification of any progress or final payment by the City, nor the issuance of any certificate for payment, nor any payment by the City to the Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by the City, nor any act of acceptance by the City nor any failure to do so, nor any correction of defective Work by the City shall constitute an acceptance of Work or Products which are not in accordance with the Contract Documents or a release of the Contractor's obligation to perform the Work in accordance with the Contract Documents.

- 4.4. The City's Engineer shall not certify any payment until the Contract Work Schedule required in Section 00.05.03.4.2, the evidence of insurance required by Section 00.05.011 - Insurance and Contract Security have been received by the City.

5. SUBSTANTIAL PERFORMANCE

- 5.1. When the Contractor considers that the Work is substantially performed, or if permitted by the lien legislation applicable to the Place of the Work a designated portion thereof which the City agrees to accept separately is substantially performed, the Contractor shall, within one Working Day, deliver to the City a comprehensive list of items to be completed or corrected, together with a written application for a review by the City to establish Substantial Performance of the Work or substantial performance of the designated portion of the Work. Failure to include an item on the list does not alter the responsibility of the Contractor to complete the Contract.
- 5.2. The City will review the Work to verify the validity of the application and shall promptly, and in any event, no later than 20 calendar days after receipt of the Contractor's list and application:
- 5.2.1. advise the Contractor in writing that the Work or the designated portion of the Work is not substantially performed and give reasons why, or
- 5.2.2. state the date of Substantial Performance of the Work or a designated portion of the Work in a certificate and issue a copy of that certificate to the Contractor.
- 5.3. Immediately following the issuance of the certificate of Substantial Performance of the Work, the Contractor, shall establish a reasonable date for finishing the Work.

6. PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- 6.1. After the issuance of the certificate of Substantial Performance of the Work, the Contractor shall:
- 6.1.1. submit an application for payment of the holdback amount,
- 6.1.2. submit a CCDC 9A 'Statutory Declaration' or in a written form acceptable to the City, to state that all accounts for labour, subcontracts, Products, Construction Equipment, and other indebtedness which may have been incurred by the Contractor in the Substantial Performance of the Work and for which the City might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.
- 6.2. After the receipt of an application for payment from the Contractor and the statement as provided in paragraph 5.5.1, the City will issue a certificate for payment of the holdback amount.
- 6.3. Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the City shall, 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the Place of the Work, place the holdback amount in a bank account in the joint names of the City and the Contractor.
- 6.4. In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the Place of the Work. Where lien

legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. The City may retain out of the holdback amount any sums required by law to satisfy any liens against the Work or, if permitted by the lien legislation applicable to the Place of the Work, other third-party monetary claims against the Contractor which are enforceable against the City.

7. PROGRESSIVE RELEASE OF HOLDBACK

- 7.1. In the common law jurisdictions, where legislation permits and where, upon application by the Contractor, the City has certified that the work of a Subcontractor or Supplier has been performed prior to Substantial Performance of the Work, the City shall pay the Contractor the holdback amount retained for such subcontract work, or the Products supplied by such Supplier, on the first calendar day following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the Place of the Work. The City may retain out of the holdback amount any sums required by law to satisfy any liens against the Work or, if permitted by the lien legislation applicable to the Place of the Work, other third party monetary claims against the Contractor which are enforceable against the City.
- 7.2. Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the Contractor shall ensure that such subcontract work or Products are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

8. FINAL PAYMENT

- 8.1. When the Contractor considers that the Work is completed, the Contractor shall submit an application for final payment.
- 8.2. The City will, no later than 10 calendar days after the receipt of an application from the Contractor for final payment, review the Work to verify the validity of the application and advise the Contractor in writing that the application is valid or give reasons why it is not valid.
- 8.3. When the City finds the Contractor's application for final payment valid, the City will promptly issue a final certificate for payment.
- 8.4. Subject to the provision of Section 00.05.010.4 - Workers Compensation, and any lien legislation applicable to the Place of the Work, the City shall, no later than 15 calendar days after the issuance of a final certificate for payment, pay the Contractor as provided in Section 00.03.00.5 - Payment.

9. WITHHOLDING OF PAYMENT

- 9.1. If because of climatic or other conditions reasonably beyond the control of the Contractor, there are items of work that cannot be performed, payment in full for that portion of the Work which has been performed shall not be withheld or delayed by the City on account thereof, but the City may withhold, until the remaining portion of the Work is finished, only such an amount that the

City determines is sufficient and reasonable to cover the cost of performing such remaining work.

10. NON-CONFORMING WORK

- 10.1. No payment by the City under the Contract nor partial or entire use or occupancy of the Work by the City shall constitute an acceptance of any portion of the Work or Products which are not in accordance with the requirements of the Contract Documents.

SECTION 00.05.06. CHANGES TO THE WORK

1. CHANGES TO THE WORK

- 1.1. The City may, without invalidating the Contract, make changes by altering, adding to or deducting from the Work.
- 1.2. When a change in the Work is proposed or required, the Contractor shall present to the City the Contractor's claim for an adjustment to the Contract Price and/or the Contract Time, if any, with appropriate documentation in a form acceptable to the City.
- 1.3. No changes in the Work shall be undertaken without written authorization of the City and no claim for addition to or deduction from the Contract Price shall be valid unless so authorized and at the same time evaluated by a Change Order or Change Directive.
- 1.4. All changes in the Work shall be executed under the conditions of the original Contract, except that any adjustment to the Contract Time caused thereby shall be determined at the time of ordering such change or addition as provided in Section 00.05.03.4 - Scheduling and Delays.

2. CHANGE ORDER

- 2.1. When a change in the Work, initiated by the City, is proposed or required, the City will provide the Contractor with a written description of the proposed change in the Work using the form in General Conditions - Attachment "C" – Change Order – Initiated By The City. The Contractor shall promptly complete their section of the form, a method of adjustment or an amount of adjustment for the Contract Price, if any, and the adjustment in the Contract Time, if any, for the proposed change in the Work.
- 2.2. When a change in the Work, initiated by the Contractor, is proposed, the Contractor will provide the City with a written description of the proposed change in the Work using the form in General Conditions - Attachment "D" – Change Order – Initiated By The Contractor. The Contractor shall promptly complete their section of the form, a method of adjustment or an amount of adjustment for the Contract Price, if any, and the adjustment in the Contract Time, if any, for the proposed change in the Work.
- 2.3. The method of adjustment or the amount of adjustment to the Contract Price presented by the Contractor may be one of or a combination of the following:
 - 2.3.1. Change to the estimated quantities for Unit Price items listed in the Schedule of Prices that are applicable to the change in the Work;

- 2.3.2. Lump sum quotation for the change in the Work;
- 2.3.3. Unit Price quotation for the change in the Work;
- 2.3.4. Cost of the Contractor's actual expenditures attributable to the change plus a fee for the Contractor's overhead and profit as agreed by the parties;
- 2.3.5. Cost of the Contractor's actual savings attributable to the change.
- 2.4. When the City and Contractor agree to the adjustments in the Contract Price and Contract Time or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in the Change Order. The value of the work performed as the result of a Change Order shall be included in the application for progress payment.
- 2.5. The Change Order shall be executed by both parties, and each party shall retain a signed copy for their records.

3. CHANGE DIRECTIVE

- 3.1. If the City requires the Contractor to proceed with a change in the Work prior to the City and the Contractor agreeing upon the corresponding adjustment in Contract Price and Contract Time, the City shall issue a Change Directive.
- 3.2. A Change Directive shall only be used to direct a change in the Work which is within the general scope of the Contract Documents.
- 3.3. A Change Directive shall not be used to direct a change in the Contract Time only.
- 3.4. Upon receipt of a Change Directive, the Contractor shall proceed promptly with the change in the Work.
- 3.5. For the purpose of valuing Change Directives, changes in the Work that are not substitutions or otherwise related to each other shall not be grouped together in the same Change Directive.
- 3.6. The adjustment in the Contract Price for a change carried out by way of a Change Directive shall be determined on the basis of the cost of the Contractor's actual expenditures and savings attributable to the Change Directive, valued in accordance with paragraph 3.7 and as follows:
 - 3.6.1. If the change results in a net increase in the Contractor's cost, the Contract Price shall be increased by the amount of the net increase in the Contractor's cost, plus the Contractor's percentage fee on such net increase.
 - 3.6.2. If the change results in a net decrease in the Contractor's cost, the Contract Price shall be decreased by the amount of the net decrease in the Contractor's cost, without adjustment for the Contractor's percentage fee.
 - 3.6.3. The Contractor's fee shall be as specified in the Contract Documents or as otherwise agreed by the parties.
- 3.7. The cost of performing the work attributable to the Change Directive shall be limited to the actual cost of the following:

- 3.7.1. Salaries, wages and benefits paid to personnel in the direct employ of the Contractor under a salary or wage schedule agreed upon by the City and the Contractor, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the Contractor, for personnel:
- Stationed at the Contractor's field office, in whatever capacity employed.
 - Engaged in expediting the production or transportation of material or equipment, at shops or on the road.
 - Engaged in the preparation or review of Shop Drawings, fabrication drawings, and coordination drawings; or
 - Engaged in the processing of changes in the Work.
- 3.7.2. Contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the Contractor and included in the cost of the work as provided in paragraphs 3.7.1.
- 3.7.3. Travel and subsistence expenses of the Contractor's personnel described in paragraphs 3.7.1.
- 3.7.4. All Products including cost of transportation thereof.
- 3.7.5. Materials, supplies, Construction Equipment, Temporary Work, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the Work; and cost less salvage value on such items used but not consumed, which remain the property of the Contractor.
- 3.7.6. All tools and Construction Equipment, exclusive of hand tools used in the performance of the Work, whether rented from or provided by the Contractor or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof.
- 3.7.7. All equipment and services required for the Contractor's field office.
- 3.7.8. Deposits lost.
- 3.7.9. The amounts of all subcontracts.
- 3.7.10. Quality assurance such as independent inspection and testing services.
- 3.7.11. Charges levied by authorities having jurisdiction at the Place of the Work.
- 3.7.12. Royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefor subject always to the Contractor's obligations to indemnify the City as provided in Section 00.05.010.3;
- 3.7.13. Any adjustment in premiums for all bonds and insurance which the Contractor is required, by the Contract Documents, to purchase and maintain.

- 3.7.14. Any adjustment in taxes, other than PST and GST, and duties for which the Contractor is liable.
- 3.7.15. Charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the Work.
- 3.7.16. Removal and disposal of waste products and debris; and
- 3.7.17. Safety measures and requirements.
- 3.8. Notwithstanding any other provisions contained in the General Conditions of the Contract, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 3.7 shall cover and include any and all costs or liabilities attributable to the Change Directive other than those which are the result of or occasioned by any failure on the part of the Contractor to exercise reasonable care and diligence in the Contractor's attention to the Work. Any cost due to failure on the part of the Contractor to exercise reasonable care and diligence in the Contractor's attention to the Work shall be borne by the Contractor.
- 3.9. The Contractor shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the work attributable to the Change Directive.
- 3.10. For the purpose of valuing Change Directives, the City shall be afforded reasonable access to all of the Contractor's pertinent documents related to the cost of performing the work attributable to the Change Directive.
- 3.11. Pending determination of the final amount of a Change Directive, the undisputed value of the work performed as the result of a Change Directive is eligible to be included in progress payments.
- 3.12. If the City and Contractor do not agree on the proposed adjustment in the Contract Time attributable to the change in the Work, or the method of determining it, the adjustment shall be settled in accordance with Section 00.05.08 of the General Conditions - Dispute Resolution.
- 3.13. No payment shall be authorized, nor any claim for payment be allowed by the City's Engineer, until a formal agreement has been reached or has not been settled in accordance with Section 00.05.08 of the General Conditions - Dispute Resolution.
- 3.14. When the City and the Contractor reach agreement on the adjustment to the Contract Price and to the Contract Time, this agreement shall be recorded in a Change Order.

4. CHANGE VALUATION

- 4.1. The valuation of any changes in the Work shall be determined, at the City's discretion, by one or more of the following methods:
 - 4.1.1. by unit prices provided for in the Bid Form;
 - 4.1.2. by unit prices agreed upon;
 - 4.1.3. by estimate and acceptance in a lump sum; or
 - 4.1.4. by cost and a percentage fee or by cost and a fixed fee.

- 4.2. Where a change in the Work is to be paid for under 4.1.4, the cost to the City shall be the actual cost as defined in 4.3, plus a percentage covering overhead and profit on additional Work only, after all credits included in the change have been deducted, as follows:
 - 4.2.1. for Work to be completed by the Contractor's own forces, a mark-up on the actual cost of ten percent (10%) (five percent (5%) for overhead and five percent (5%) for profit);
 - 4.2.2. for Work to be completed by the forces of a Subcontractor or Supplier, a mark-up on the actual cost of five percent (5%) for the Contractor and ten percent (10%) (five percent (5%) for overhead and five percent (5%) for profit) for the Subcontractor or Supplier; and
 - 4.2.3. for deleted Work, no sums added or deleted for overhead and profit, and credit is to be for the actual cost of the deletion.
- 4.3. For the purposes of Section 00.05.06.4, "cost" is defined as including the following:
 - 4.3.1. the Contractor's payments for labour and supervision directly participating in the Work at rates required by the applicable employment agreement or, in the absence of an agreement, at rates which are not higher than the standard paid in the locality of the Work;
 - 4.3.2. fringe benefits required by law or employment agreement incurred on account of payments made for such labour and supervision;
 - 4.3.3. invoiced costs of materials incorporated in the Work or consumed in the course of performance;
 - 4.3.4. reasonable rental value of construction plant, whether owned by the Contractor or rented from others, which is in addition to that required in order to perform other parts of the Work;
 - 4.3.5. transportation required for the proper execution of the Work;
 - 4.3.6. taxes on materials and plant;
 - 4.3.7. costs of required permits; and
 - 4.3.8. reasonable, substantiated payments for Work required to be subcontracted.
- 4.4. Any discounts, refunds or rebates not reflected in the invoiced costs and any salvage value of reusable materials shall be subtracted when determining cost. All expenditures must be certified by the City's Engineer. The Contractor shall keep, in such form as the City may reasonably require, an accurate account of costs, together with all supporting documents, and the City shall have the right to audit same.
- 4.5. All items of cost which are not set forth in 4.3 shall be absorbed by the Contractor as part of the Contract Price. Without limiting the generality of the foregoing, reimbursement of costs to the Contractor shall not include any of the following:
 - 4.5.1. Salary of any person employed, during the execution of the Work, in the main office or in any regularly established branch office of the Contractor.
 - 4.5.2. Overhead or general expenses of any kind, except as these may be expressly included in the above definition of cost.

- 4.5.3. Cost of small tools.
- 4.5.4. Interest on capital employed in plant or for expenditures on the Work.
- 4.5.5. Depreciation.
- 4.5.6. Insurance.
- 4.5.7. Contract Security.
- 4.6. No payment on account of changes in the Work shall be made until the value thereof shall have been determined as herein provided and an application requesting payment of same processed in accordance with the provisions of Section 00.05.05.3 - Applications for Progress Payment.
- 4.7. If the valuation, measurement and adjustment to the Contract Price and/or the Contract Time cannot be promptly agreed upon, and the change is required to be proceeded with, then the City's Engineer shall determine the valuation, measurement and adjustment to the Contract Price and/or the Contract Time subject to the provisions of Section 00.05.08 - Dispute Resolution. In this case the City's Engineer shall issue a Change Directive setting out the valuation, measurement and adjustment to the Contract Price and/or the Contract Time.
- 4.8. The balance of the Work of the Contractor shall not be delayed pending agreement on resolution of the valuation of any change in the Work.

5. CONCEALED OR UNKNOWN CONDITIONS

- 5.1. If the City or the Contractor discover conditions at the Place of the Work which are:
 - 5.1.1. subsurface or otherwise concealed physical conditions which existed before the commencement of the Work which differ materially from those indicated in the Contract Documents; or
 - 5.1.2. physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents,then the observing party shall give Notice in Writing to the other party of such conditions before they are disturbed and in no event later than 5 Working Days after first observance of the conditions.
- 5.2. The City will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the Contractor's cost or time to perform the Work, the City will issue appropriate instructions for a change in the Work as provided in Section 00.05.06.2 - Change Order or Section 00.05.06.3 - CHANGE DIRECTIVE.
- 5.3. If the City finds that the conditions at the Place of the Work are not materially different or that no change in the Contract Price or the Contract Time is justified, the City will report the reasons for this finding to the Contractor in writing.

- 5.4. If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of Section 00.05.09.4 - Toxic and Hazardous Substances and Materials and Section 00.05.09.6 - Mould.

6. DELAYS

- 6.1. If the Contractor is delayed in the performance of the Work, contrary to the provisions of the Contract Documents, by an action or omission of the City or anyone employed or engaged by them directly or indirectly, then the Contract Time shall be extended for such reasonable time as the City may recommend in consultation with the Contractor. The Contractor shall be reimbursed by the City for reasonable costs incurred by the Contractor as the result of such delay.
- 6.2. If the Contractor is delayed in the performance of the Work by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the Contractor or any person employed or engaged by the Contractor directly or indirectly, then the Contract Time shall be extended for such reasonable time as the City may recommend in consultation with the Contractor. The Contractor shall be reimbursed by the City for reasonable costs incurred by the Contractor as the result of such delay.
- 6.3. If the Contractor is delayed in the performance of the Work by:
- 6.3.1. labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the Contractor is a member or to which the Contractor is otherwise bound),
 - 6.3.2. fire, unusual delay by common carriers or unavoidable casualties,
 - 6.3.3. abnormally adverse weather conditions, or
 - 6.3.4. any cause beyond the Contractor's control other than one resulting from a default or breach of Contract by the Contractor,
- then the Contract Time shall be extended for such reasonable time as the City may recommend in consultation with the Contractor. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the Contractor agrees to a shorter extension. The Contractor shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the City, or anyone employed or engaged by them directly or indirectly.
- 6.4. No extension shall be made for delay unless Notice in Writing of the cause of delay is given to the City not later than 10 Working Days after the commencement of the delay. In the case of a continuing cause of delay only one Notice in Writing shall be necessary.

7. CLAIMS FOR A CHANGE IN CONTRACT PRICE

- 7.1. If the Contractor intends to make a claim for an increase to the Contract Price, or if the City intends to make a claim against the Contractor for a credit to the Contract Price, the party that intends to make the claim shall give timely Notice in Writing of intent to claim to the other party.

- 7.2. Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
 - 7.2.1. take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
 - 7.2.2. keep such records as may be necessary to support the claim.
- 7.3. The party making the claim shall submit within a reasonable time to the other party a detailed account of the amount claimed and the grounds upon which the claim is based.
- 7.4. Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 7.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the City may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 7.5. The findings with respect to a claim made by either party, will be given by Notice in Writing to both parties within 30 Working Days after receipt of the claim, or within such other time period as may be agreed by the parties.
- 7.6. If such finding is not acceptable to either party, the claim shall be settled in accordance with Section 00.05.08 of the General Conditions - Dispute Resolution.

8. QUANTITY VARIATIONS

- 8.1. The provisions of this Section 00.05.06.8 - Quantity Variations apply to the estimated quantities identified in the Schedule of Prices, or where the estimated quantities have been amended by Change Order, the provisions apply to the amended estimated quantities.
- 8.2. The City or the Contractor may request an adjustment to a Unit Price contained in the Schedule of Prices provided the actual quantity of the Unit Price item in the Schedule of Prices exceeds or falls short of the estimated quantity by more than 20%.
- 8.3. Where the actual quantity exceeds the estimated quantity by more than 20%, a Unit Price adjusted pursuant to paragraph 8.2 shall apply only to the quantity that exceeds 120% of the estimated quantity.
- 8.4. Where the actual quantity falls short of the estimated quantity by more than 20%, a Unit Price adjusted pursuant to paragraph 8.2 shall apply to the actual quantity of the Unit Price item. The adjusted Unit Price shall not exceed a Unit Price that would cause the payment amount to exceed that derived from the original Unit Price and estimated quantity.
- 8.5. The party that intends to request for an adjustment to a Unit Price shall give timely Notice in Writing to the other party and the time period as agreed by both parties.
- 8.6. If such finding is not acceptable to either party, the claim shall be settled in accordance with Section 00.05.08 - Dispute Resolution.

SECTION 00.05.07. DEFAULT NOTICE

1. CITY'S RIGHT TO PERFORM THE WORK, SUSPEND THE WORK OR TERMINATE THE CONTRACT

- 1.1. If the Contractor should be adjudged bankrupt or go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reorganization) or make a general assignment for the benefit of creditors because of its insolvency or if a receiver is appointed, the City may, without prejudice to any other right or remedy it may have, immediately terminate the Contract by giving the Contractor or trustee in bankruptcy or receiver written notice to that effect.
- 1.2. If the Contractor neglects to prosecute the Work properly or otherwise fails to comply with the requirements of the Contract the City may, without prejudice to any other right or remedy it may have, notify the Contractor in writing, that the Contractor is in default of its contractual obligations and instruct the Contractor to correct the default in the seven (7) Days immediately following the receipt of such notice.
- 1.3. If the correction of the default cannot be completed in the seven (7) Days specified, the Contractor shall be in compliance with the City's instructions if it:
 - 1.3.1. commences the correction of the default within the specified time, and
 - 1.3.2. provides the City with an acceptable schedule for such correction, and.
 - 1.3.3. completes the correction in accordance with such schedule.
- 1.4. If the Contractor fails to correct the default in the time specified or subsequently agreed upon, the City may, without prejudice to any other right or remedy it may have:
 - 1.4.1. correct such default and deduct the cost thereof from any payment then or thereafter due the Contractor;
 - 1.4.2. suspend all or a portion of the Work; or
 - 1.4.3. terminate the Contractor's right to continue the Work in whole or in part or terminate the Contract.
- 1.5. If the City terminates the Contractor's right to continue with the Work or any part thereof as provided in this General Condition, the City shall be entitled to:
 - 1.5.1. take possession of the Work and the Products; utilize the Contractor's construction machinery and equipment, subject to the rights of third parties; and finish the Work or such part thereof by whatever method the City may consider expedient but without undue delay or expense;
 - 1.5.2. withhold further payments to the Contractor until the Work or such part thereof is completed;
 - 1.5.3. upon the date of the Final Certificate of Completion, charge the Contractor the amount by which the full cost of finishing the Work, including a reasonable allowance as determined by the City's Engineer to cover the cost of corrections to portions of the Work performed by the Contractor that may be required under Section 00.05.012.2 - Completion, exceeds the unpaid balance of the Contract Price; however, if such cost of finishing the Work is less

than the unpaid balance of the Contract Price, the City shall pay the Contractor the difference; and

- 1.5.4. upon expiry of the Warranty Period, charge the Contractor the amount by which the cost of corrections to the Contractor's Work under Section 00.05.012.3 - Warranty exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the Contractor the difference.
- 1.6. The Contractor's obligation under the Contract as to quality, correction and warranty of the Work performed by it up to the time of termination shall continue in force after such termination notwithstanding any reduction of payments by the City to the Contractor.

2. CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

- 2.1. If the City should fail to pay to the Contractor any sum certified by the City's Engineer or awarded by arbitrators or a court within thirty (30) Days of such certificate or award, then the Contractor may notify the City in writing that the City is in default of its contractual obligations and instruct the City to correct the default in the fifteen (15) Days immediately following the receipt of such notice.
- 2.2. If the City fails to correct the default in the time specified or subsequently agreed upon, the Contractor may suspend the Work or terminate the Contract.
- 2.3. If the Contractor terminates the Contract in accordance with 2.2, the City shall pay to the Contractor all amounts due to the Contractor on account of the Contract Price earned to that date together with reasonable and properly documented costs incurred by the Contractor in demobilizing and terminating its contracts with Subcontractors.

SECTION 00.05.08. DISPUTE RESOLUTION

1. DISPUTES

- 1.1. Differences between the parties to the Contract as to the interpretation, application or administration of the Contract or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by decision of the City pursuant to the provisions of Section 00.05.02.1.6, shall be settled in accordance with the requirements of Section 00.05.08 - Dispute Resolution.
- 1.2. A party shall give written notice of such dispute to the other party no later than thirty (30) Days after it has received the City's decision under Section 00.05.02.1.6, failing which the City's decision under Section 00.05.02.1.6 shall be treated as final and binding. Such notice shall set forth particulars of the matters in dispute, the probable extent and value of the damage and the relevant provisions of the Contract Documents. The City shall reply to such notice no later than fifteen (15) Days after it receives such notice, setting out in such reply any relevant provisions of the Contract Documents.
- 1.3. The Contractor shall continue diligently to prosecute the Work pending determination of every dispute. In the event the Contractor refuses to proceed diligently with the Work or any portion

thereof, the Contractor shall be directly responsible for all damages to the City as a result of such suspension and, in addition to any other right that the City may have at law or in equity, the City shall have the right to notify the Contractor that it is in default of its contractual obligations pursuant to Section 00.05.07.1.2.

- 1.4. If the matter in dispute is not resolved promptly, the City may give such instructions as, in its opinion, are necessary for the proper performance of the Work to prevent delays pending settlement of the dispute. The Contractor shall act immediately according to such instructions, it being understood that by so doing the Contractor shall not prejudice any claim it may have arising out of the matter in dispute.
- 1.5. The City and the Contractor shall make all reasonable efforts to resolve their disputes by discussion and negotiation and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations. If the City and the Contractor are unable to resolve the dispute and the dispute cannot be resolved, or the parties dispute the City's decision under Section 00.05.02.1.6, the parties may agree to have the dispute resolved by mediation or arbitration or such other means as the parties may mutually agree. If no agreement as to the method of dispute resolution is reached between the City and Contractor then either party may submit the dispute to such judicial tribunal as the circumstances may require.

2. NEGOTIATION MEDIATION AND ARBITRATION

- 2.1. In accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, the parties shall appoint a Project Mediator
 - 2.1.1. within 20 Working Days after the Contract was awarded, or
 - 2.1.2. if the parties neglected to make an appointment within the 20 Working Days, within 10 Working Days after either party by Notice in Writing requests that the Project Mediator be appointed.
- 2.2. A party shall be conclusively deemed to have accepted a decision and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that decision unless, within 15 Working Days after receipt of that decision, the party sends a Notice in Writing of dispute to the other party, which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a Notice in Writing of reply to the dispute within 10 Working Days after receipt of such Notice in Writing setting out particulars of this response and any relevant provisions of the Contract Documents.
- 2.3. The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 2.4. After a period of 10 Working Days following receipt of a responding party's Notice in Writing of reply under paragraph 2.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in

accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing.

- 2.5. If the dispute has not been resolved within 10 Working Days after the Project Mediator was requested under paragraph 2.4 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving Notice in Writing to the City and the Contractor.
- 2.6. By giving a Notice in Writing to the other party, not later than 10 Working Days after the date of termination of the mediated negotiations under paragraph 2.5, either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the Place of the Work.
- 2.7. On expiration of the 10 Working Days, the arbitration agreement under paragraph 2.6 is not binding on the parties and, if a Notice in Writing is not given under paragraph 2.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.
- 2.8. If neither party, by Notice in Writing, given within 10 Working Days of the date of Notice in Writing requesting arbitration in paragraph 2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 2.6 shall be
 - 2.8.1. held in abeyance until
 - i. Substantial Performance of the Work,
 - ii. the Contract has been terminated, or
 - iii. the Contractor has abandoned the Work, whichever is earlier; and
 - 2.8.2. consolidated into a single arbitration under the rules governing the arbitration under paragraph 2.6.

3. RETENTION OF RIGHTS

- 3.1. It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the Notice in Writing required under Section 00.05.08 of the General Conditions - Dispute Resolution.
- 3.2. Nothing in Section 00.05.08 of the General Conditions - Dispute Resolution shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the Place of the Work and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 2.6 of Section 00.05.08.2 - Negotiation Mediation and Arbitration to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

SECTION 00.05.09. PROTECTION OF PERSONS AND PROPERTY

1. SAFETY AND PROTECTION OF THE WORK AND PROPERTY

- 1.1. The Contractor shall ensure compliance on its part and on the part of all the Subcontractors with the applicable Workers' Compensation and Occupational Health and Safety statutes and any regulations thereunder, in particular, the provisions of said statutes or regulations having to do with the prevention of accidents, the prevention of diseases and the provision of safe Working conditions, including proper sanitation and ventilation. The Contractor shall provide to the City evidence of such compliance with the requirements of the applicable Workers' Compensation and Occupational Health and Safety statutes and any regulations or orders thereunder, including payments due for Workers' Compensation Insurance.
- 1.2. In any case where, pursuant to the provisions of the Workers' Compensation or Occupational Health and Safety legislation, the appropriate board or authority orders the Contractor or one or more of the Subcontractors, in respect of their operations under the Contract, to cease operations because of failure to install or adopt safety devices or appliances directed by order of the said board or authority or required under said legislation, or because said board or authority is of the opinion that conditions of immediate danger exist that would be likely to result in injury to any person, the Contractor shall cease operations forthwith and shall ensure immediate compliance on its part and on the part of all the Subcontractors with such orders.
- 1.3. The Contractor is responsible for all site safety and shall be deemed to be the "Prime Contractor" for the purposes of all occupational health and safety regulations during the time period specified in Section 00.05.014 - Attachment "B" – Prime Contractor Designation, provided that the City can unilaterally amend Attachment "B" at any time and the Contractor shall not be entitled to an extension of time or compensation for costs incurred as a result of such amendment. Notwithstanding the foregoing, in the event that the City fails to designate a Contractor as the "Prime Contractor" in Attachment "B", then the City may designate the Contractor as the "Prime Contractor" from the time that the City delivers to the Contractor written notice of such designation until such time as the City delivers to the Contractor written notice that another Contractor has been appointed "Prime Contractor" and for any additional period(s) of time as the City may advise by written notice re-appointing the Contractor as the "Prime Contractor".
- 1.4. If the City is of the reasonable opinion that the Contractor has not taken such precautions as are necessary to ensure compliance with the requirements of Section 00.05.09.1, the City may take or order any remedial measures which it deems necessary, including suspending the performance of all or any portion of the Work, and the City may use the employees of itself, the Contractor, any Subcontractor or any Other Contractor to perform such remedial measures. The cost of any Work suspension and of the performance of any remedial measures shall be borne by the Contractor.
- 1.5. The Contractor shall file any notices or any similar document (including, without limitation, a Notice of Project where applicable) required pursuant to the Contract or the Safety Regulations. This duty of the Contractor shall be considered to be included in the Work and no separate payment therefor shall be made to the Contractor.

- 1.6. Where the Contractor will not be the Prime Contractor, or during any period of time when the Contractor is not the Prime Contractor, the Contractor:
 - 1.6.1. shall follow all reasonable directions issued by the Prime Contractor regarding compliance with the Safety Regulations; and
 - 1.6.2. the Contractor waives any claim for an extension of Contract Time or compensation for costs incurred as a result of the Contractor's compliance with any directions referred to in 1.6.1.
- 1.7. Notwithstanding any agreement by the City to undertake some of the duties that would normally be undertaken by the Prime Contractor pursuant to the Safety Regulations, the City shall not be the Prime Contractor unless otherwise specifically agreed to in writing by the City.
- 1.8. Without in any way limiting the generality of the foregoing and except as otherwise provided, the Contractor shall comply fully with the following provisions:
 - 1.8.1. the Contractor shall provide at least seventy-two (72) hours' written notice to all utility companies and property City's in the immediate vicinity of its operations prior to the commencement of construction and shall, if requested, co-operate, without additional cost to the City, with such parties in the protection, removal or relocation of their installations and property;
 - 1.8.2. unless otherwise provided in the Contract Documents, the Contractor shall develop, maintain and supervise for the duration of the Work a comprehensive safety program that shall effectively incorporate and implement all required safety precautions. The program shall, as a minimum, respond fully to the Safety Regulations and general construction practices for the safety of persons or property, including without limitation any general safety rules and regulations of the City and any Workers' Compensation or Occupational Health and Safety statutes or regulations that may be applicable (e.g. WHMIS);
 - 1.8.3. the Contractor shall provide a copy of its Certificate of Recognition in jurisdictions where this is applicable or otherwise provide a copy of the safety program described in 1.8.2 to the City prior to the commencement of the Work and shall, at all times during which the Contractor is the Prime Contractor, ensure, as far as it is reasonably practical to do so, that every employer and Worker performing Work in respect of the Project complies with such program;
 - 1.8.4. the Contractor shall designate a safety officer who shall be qualified and authorized to supervise and enforce compliance with the safety program;
 - 1.8.5. while the Contractor is the Prime Contractor, the Contractor shall arrange regular safety meetings at its expense. Such meetings shall occur no less frequently than once per week. The Contractor shall record the minutes of such meetings and maintain a complete file for review by the appropriate authorities;
 - 1.8.6. at all times during which the Contractor is the Prime Contractor, the Contractor shall supply and maintain, at its own expense, at its office or other well-known place at the job

- site, safety equipment necessary to protect the Workers and general public against accident or injury as prescribed by the governing authorities;
- 1.8.7. when the use of explosives is necessary for the performance of the Work, the Contractor shall observe the utmost care not to endanger life or property. The method of storing and handling explosives and highly flammable materials shall conform to all applicable statutes, bylaws and regulations and the Contractor shall be responsible for obtaining all required permits thereunder;
- 1.8.8. the Contractor shall perform all Work in a fire-safe manner. It shall comply with all applicable governmental requirements and, without limiting the generality of the foregoing, shall supply and maintain adequate and proper fire-fighting equipment at the job site;
- 1.8.9. night Work shall only be performed by the Contractor if permission is given beforehand by the appropriate authorities. When Work is carried out at night, the Contractor shall supply a sufficient number of electric or other approved lights to enable the Work to be done in a safe and satisfactory manner;
- 1.8.10. except as otherwise agreed to in the Contract, at all times during which the Contractor is the Prime Contractor, the Contractor shall supply and maintain all articles necessary for giving first-aid to any person who may be injured on the job site and shall establish an emergency procedure for the immediate removal of any injured person to a hospital or a doctor's care in accordance with the Safety Regulations;
- 1.8.11. the Contractor shall promptly report in writing to the Prime Contractor (with copies to the City) all accidents of any sort arising out of or in connection with the performance of the Work whether on or adjacent to the job site, giving full details and statements of witnesses and copies of all reports submitted to governmental authorities. If death or serious injuries or damages are caused, the accident shall be promptly reported by the Contractor to Prime Contractor by telephone or messenger (with written notice to the City) in addition to any reporting required under the Safety Regulations or any other applicable law; and
- 1.8.12. if a claim is made by anyone or an order is issued by a governmental authority against the Contractor or any Subcontractor on account of any incident or circumstance, the Contractor shall promptly report the facts in writing to the City, giving full details of the claim or order and a copy of any relevant document received by the Contractor in relation to same.
- 1.9. Should any of the Work cause interference with any existing public or private road, the Contractor shall provide and maintain necessary detour roads, shall post such signs, warnings and protection as may be required for public convenience and safety, and shall make good any damage caused by such interference.
- 1.10. The Contractor shall protect the Work, the City's property and the property adjacent to the Place of the Work from damage and shall make good at its own expense any damage which may arise as the result of its operations under the Contract, except damage which occurs solely as the result of:
- 1.10.1. errors in the Contract Documents, and/or

1.10.2. acts or omissions by the City, its agents, employees or Other Contractors.

2. DAMAGES AND RESPONSIBILITY

- 2.1. If the City should suffer loss or damage in any manner because of any wrongful act or neglect of the Contractor or of anyone employed by it, then the Contractor shall reimburse them for such loss or damage. Claims pursuant to this General Conditions shall be made in writing to the Contractor within a reasonable time after the first observance of such loss or damage and not later than thirty (30) Days after the date of final payment, except as expressly stipulated otherwise in the case of faulty Work or materials, and may be adjusted by agreement and the Contractor shall thereupon be subrogated to the rights of the City in respect of such wrongful act or neglect if it be that of a third party.
- 2.2. Should the Contractor cause loss or damage to any Other Contractor, the Contractor agrees upon due notice to settle with such Other Contractor by negotiation or arbitration. If such Other Contractor sues the City on account of any loss or damage alleged to have been so sustained, the City shall notify the Contractor who shall defend such proceedings at the Contractor's expense and, if any final order or judgment against the City arises therefrom, the Contractor shall pay or satisfy it and pay all costs incurred by the City. If the Contractor becomes liable to pay or satisfy any final order or judgment against the City, the Contractor shall have the right, upon undertaking to indemnify the City against any and all liability for costs, to appeal in the name of the City such final order or judgment to any and all courts of competent jurisdiction.
- 2.3. The Contractor shall indemnify and hold harmless the City and their agents, employees and consultants from all claims, demands, losses, damages, costs, actions or proceedings of whatever nature arising out of the Work furnished by the Contractor, Subcontractors or Suppliers under the Contract Documents. If the Contractor becomes delinquent on any indebtedness which has become or may become a lien upon any property of the City or which may become a claim against the City or its property, then, upon the City's request, the Contractor shall immediately pay such indebtedness and cause such lien or claim to be discharged and removed at the Contractor's cost; failing which, the City may do so and deduct the cost thereof from any payments then or thereafter due to the Contractor. The City shall have the right to hold all sums due or to become due to the Contractor, without interest, until satisfactory evidence is furnished to the City that all liens and claims have been settled and released.

3. CONSTRUCTION SAFETY

- 3.1. Subject to Section 00.05.03.2 - Other Contractors, the Contractor shall be solely responsible for construction safety at the Place of the Work and for compliance with the rules, regulations and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work.

4. TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS

- 4.1. The Contractor shall not cause, bring, permit or suffer to be brought any toxic or hazardous substances or materials onto the Place of the Work or any part thereof, except to the extent that such toxic or hazardous substances or materials are required by the Contract Documents.
- 4.2. Upon becoming aware of any toxic or hazardous substances or materials at the Place of the Work, the presence of which constitutes an offence or breach of the Contract Documents or any law, bylaw or regulation or is reportable under any law, bylaw or regulation relating to toxic or hazardous substances or materials and the protection of the environment, the Contractor shall promptly give written notice to the City, of the presence of such toxic or hazardous substances or materials, and:
 - 4.2.1. comply with all lawful orders or reasonable requests from the City, or any government authority relating to such toxic or hazardous substances or materials;
 - 4.2.2. where the toxic or hazardous substances or materials were introduced to the Place of the Work by the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Contractor shall, at its own cost, undertake and complete all removal and remedial actions necessary to contain, remove and clean-up such toxic or hazardous substances or materials to the reasonable satisfaction of the City and all appropriate regulatory authorities.
- 4.3. The Contractor shall indemnify and hold harmless the City and their directors, officers, employees, agents and consultants from and against all claims, demands, damages, losses, expenses, costs including legal fees, actions, suits or proceedings arising out of or resulting from exposure to, or the presence of, any toxic or hazardous substances or materials which were introduced to the Place of the Work by the Contractor any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

5. ARTIFACTS AND FOSSILS

- 5.1. Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the Place or Work shall, as between the City and the Contractor, be deemed to be the absolute property of the City.
- 5.2. The Contractor shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 3.1 and shall advise the City upon discovery of such items.
- 5.3. The City will investigate the impact on the Work of the discoveries identified in paragraph 3.1. If conditions are found that would cause an increase or decrease in the Contractor's cost or time to perform the Work, the City will issue appropriate instructions for a change in the Work as provided in Section 00.05.06 - Changes to the Work.

6. MOULD

- 6.1. If the Contractor or City observes or reasonably suspects the presence of mould at the Place of the Work, the remediation of which is not expressly part of the Work,

- 6.1.1. the observing party shall promptly report the circumstances to the other party in writing, and
- 6.1.2. the Contractor shall promptly take all reasonable steps, including stopping the Work if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and
- 6.1.3. if the City and Contractor do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the City shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the City and Contractor.
- 6.2. If the City and Contractor agree, or if the expert referred to in paragraph 6.1.3 determines that the presence of mould was caused by the Contractor's operations under the Contract, the Contractor shall promptly, at the Contractor's own expense:
 - 6.2.1. take all reasonable and necessary steps to safely remediate or dispose of the mould, and
 - 6.2.2. make good any damage to the Work, the City's property or property adjacent to the Place of the Work as provided in Section 00.05.09 - Protection of Persons and Property, and
 - 6.2.3. reimburse the City for reasonable costs incurred under paragraph 6.1.3, and
 - 6.2.4. indemnify the City as required in Section 00.05.012.1 - Indemnification.
- 6.3. If the City and Contractor agree, or if the expert referred to in paragraph 6.1.3 determines that the presence of mould was not caused by the Contractor's operations under the Contract, the City shall promptly, at the City's own expense:
 - 6.3.1. take all reasonable and necessary steps to safely remediate or dispose of the mould, and
 - 6.3.2. reimburse the Contractor for the cost of taking the steps under paragraph 6.1.2 and making good any damage to the Work
 - 6.3.3. as provided in Section 00.05.09 - Protection of Persons and Property, and
 - 6.3.4. extend the Contract Time for such reasonable time in consultation with the Contractor and the expert referred to in paragraph 6.1.3 and reimburse the Contractor for reasonable costs incurred as a result of the delay, and
 - 6.3.5. indemnify the Contractor as required in Section 00.05.012.1 - Indemnification.
- 6.4. If either party does not accept the expert's finding under paragraph 6.1.3, the disagreement shall be settled in accordance with Section 00.05.08 - Dispute Resolution. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 6.2 or 6.3, it being understood that by so doing neither party will jeopardize any claim the party may have.

SECTION 00.05.010. GOVERNING REGULATIONS

1. TAXES AND DUTIES

- 1.1. Unless otherwise stated in the Contract Documents, the Contractor shall pay all government sales taxes, customs duties and excise taxes with respect to the Contract.
- 1.2. Except with respect to the GST/HST, any increase or decrease in costs to the Contractor due to changes in such taxes and duties, after the Bid Closing Time, shall increase or decrease the Contract Price accordingly.

2. PERMITS, ROYALTIES, LAWS AND RULES

- 2.1. The Contractor shall obtain and pay for the building permit and all other permits, licences, inspections and certificates and pay all fees required for the performance of the Work but this shall not include the obtaining of permanent easements or rights of servitude. The Contract Price includes the cost of these permits, licenses, inspections, certificates, and fees. Except where otherwise specified, the Contractor shall pay all royalties, rent and other payments or compensation (if any) for obtaining all materials required for the Work.
- 2.2. The Contractor shall comply with all laws, ordinances, rules, regulations, codes and orders relating to the Work, to the preservation of the public health and to construction safety which are or become in force during the performance of the Work.

3. PATENT FEES

- 3.1. The Contractor shall pay the royalties and patent licence fees required for the performance of the Contract. The Contractor shall hold the City harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the Contractor's performance of the Contract which are attributable to an infringement or an alleged infringement of a patent of invention by the Contractor or anyone for whose acts the Contractor may be liable.
- 3.2. The City shall hold the Contractor harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the Contractor's performance of the Contract which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the Contract, the model, plan or design of which was supplied to the Contractor as part of the Contract Documents.

4. WORKERS COMPENSATION

- 4.1. Prior to commencing the Work, Substantial Performance of the Work and the issuance of the final certificate for payment, the Contractor shall provide evidence of compliance with workers' compensation legislation at the Place of the Work, including payments due thereunder.
- 4.2. At any time during the term of the Contract, when requested by the City, the Contractor shall provide such evidence of compliance by the Contractor and Subcontractors.

SECTION 00.05.011.INSURANCE AND CONTRACT SECURITY

1. INSURANCE

- 1.1. Without in any way limiting the Contractor's obligations or liability under the Contract, the Contractor shall:
 - 1.1.1. Obtain the minimum insurance coverage as required by law,
 - 1.1.2. Obtain the minimum insurance coverages listed in this Section 00.05.011 unless otherwise stipulated in the Contract Documents,
 - 1.1.3. Unless specified otherwise, the duration of each policy shall be from the date of commencement of the Work until the date of the Final Certificate of Completion, and where applicable, through any subsequent maintenance period,
 - 1.1.4. pay the premiums for any insurance, and
 - 1.1.5. When requested by the City, provide the City with:
 - i. a copy of the policy.
 - ii. Proof of the insurance coverage, in the form of a certificate of insurance or, in a form satisfactory to the City
 - iii. at a minimum prior to commencement of any Work being performed.
- 1.2. Contractors shall provide the City evidence that all sub-Contractors performing Work on the Project have the same types and amounts of coverages as required herein, or that the sub-Contractors are included under the bidder's policy.

2. GENERAL INSURANCE PROVISIONS:

- 2.1. The Contractor's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the City.
- 2.2. The Contractor shall be responsible for deductible amounts under each of the insurance policies mentioned in Section 00.05.011.1.1.
- 2.3. The Contractor shall provide the City with a certified true copy of each policy exclusive of information pertaining to premium or premium bases used by the insurer to determine the cost of the insurance. The Contractor shall obtain and comply with all of the City's and the insurers' requirements, including, but not limited to, allowable classes of vessels, maximum value concentrations, reports and claims handling procedures.
- 2.4. There are to be no lapses in insurance at any time during the Contract. Failure for the Proponent to keep or maintain its certificate of insurance current will result in the Contract being terminated.
- 2.5. It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way, nor cancelled by the Proponent, until 90 days after written notice by registered mail of such change, or if cancellations have been delivered to the City of North Battleford.

- 2.6. If the Contractor fails to provide or maintain insurance as required hereunder or elsewhere in the Contract Documents, then the City shall have the right to provide and maintain such insurance and give evidence thereof to the Contractor. The cost thereof shall be payable by the Contractor to the City on demand or the City may deduct such amount from monies which are due or may become due to the Contractor.
- 2.7. All required insurance policies shall be with insurers licensed to underwrite insurance in the Province of Saskatchewan.

3. GENERAL LIABILITY INSURANCE:

- 3.1. General Liability Insurance shall be in the name of the Contractor, with the City as additional insured, but only with respect to liability arising out of the operations of the Contractor with regard to the Work (excluding any legal liability arising out of the sole negligence of the City), with limits of:
 - 3.1.1. not less than five million dollars (\$5,000,000) per occurrence,
 - 3.1.2. not less than an aggregate limit of not less than five million dollars (\$5,000,000) within any policy year with respect to completed operations, and
 - 3.1.3. a deductible not exceeding five thousand, (\$5,000).
 - 3.1.4. Subject to satisfactory proof of financial capability by the Contractor, the City may agree to increase the deductible amounts.
- 3.2. Insurance coverage and the form of this insurance shall be at least equal to the latest edition of IBC Form 2100, including an extension for a standard provincial and territorial form of non-owned automobile liability policy and the latest edition of the relevant CCDC endorsement form.
- 3.3. Insurance coverage shall be maintained continuously from commencement of the Work until the date of the expiry of the Warranty Period, and with respect to Completed Operations Coverage for a period of not less than six (6) years from the date on which the Warranty Period expires. The policy shall be endorsed to provide the City with not less than thirty (30) Days' written notice in advance of any cancellation, change or amendment restricting coverage.

4. COMMERCIAL GENERAL LIABILITY

The policy shall provide coverage for Bodily Injury, Property Damage, and Personal Injury and shall include, but not be limited, to:

- 4.1. the addition of the Corporation of the City of North Battleford as an additional insured with respect to the operations of the Named Insured;
- 4.2. a provision for cross liability and severability of interest in respect of the Named Insured;
- 4.3. non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96)
- 4.4. products and completed operations coverage;
- 4.5. broad Form Property Damage;

- 4.6. Contractual Liability;
- 4.7. City's and Contractors Protective;
- 4.8. provide 30 days' prior notice of cancellation; and
- 4.9. Professional Liability Insurance.

5. AUTOMOBILE LIABILITY INSURANCE

- 5.1. Automobile Liability Insurance for all vehicles owned or leased by the Contractor, are required by law to be insured, and complies with all requirements of the current legislation of the Province of Saskatchewan. Automobile Liability Insurance shall have limits of not less than five million dollars (\$5,000,000) inclusive per occurrence for bodily injury, death, and damage to property, covering in the following forms endorsed to provide the City with not less than thirty (30) Days' written notice in advance of any cancellation, change or amendment restricting coverage:
 - 5.1.1. Standard Non-Owned Automobile Policy including Standard Contractual Liability Endorsement. (This may be attached to the General Liability Insurance policy.)
 - 5.1.2. Standard City's Form Automobile Policy providing Third Party Liability and Accident Benefits Insurance and covering licensed vehicles owned or leased by the Contractor.
 - 5.1.3. The Automobile Liability Insurance shall be maintained continuously from commencement of the Work until the date of the expiry of the Warranty Period.

6. AIRCRAFT AND WATERCRAFT LIABILITY INSURANCE

- 6.1. Aircraft and Watercraft Liability Insurance covering owned or non-owned aircraft and watercraft if used directly or indirectly in the performance of the Work, including use of additional premises, shall be subject to limits of not less than five million dollars (\$5,000,000) inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof and limits of not less than five million dollars (\$5,000,000) for Aircraft Passenger Hazard. Such insurance shall be in a form acceptable to the City. The policies shall be endorsed to provide the City with not less than thirty (30) Days' written notice in advance of any cancellation, change or amendment restricting coverage.

7. PROPERTY AND BOILER AND MACHINERY INSURANCE:

- 7.1. "Broad form" Property Insurance shall be in the joint names of the Contractor, and the City, with all Subcontractors as additional insureds, insuring not less than the sum of the amount of 1.1 times the Contract Price and the full value, as stated in the General Requirements or elsewhere in the Contract Documents, of Products and design services that are specified to be provided by the City for incorporation into the Work with a deductible not exceeding five thousand dollars (\$5,000). Subject to satisfactory proof of financial capability by the Contractor, the City may agree to increase the deductible amounts. The insurance coverage and the form of insurance shall be at least equal to the latest edition of IBC Form 4042, including the latest edition of the relevant CCDC endorsement form (excluding flood and earthquake), and shall be maintained continuously until ten (10) Days after the date of the Final Certificate of Completion.

- 7.2. Boiler and Machinery Insurance shall be in the joint names of the Contractor and the City, with all Subcontractors as additional insureds, insuring not less than the replacement value of permanent or temporary boilers, pressure vessels and other insurable objects forming part of the Work. The insurance coverage and the form of insurance shall be at least equal to the latest edition of the "Comprehensive Boiler and Machinery Form" and shall be maintained continuously from commencement of use or operation of the property insured until ten (10) Days after the date of the Final Certificate of Completion.
- 7.3. The policies shall allow for partial or total use or occupancy of the Work. If because of such use or occupancy the Contractor is unable to provide coverage, the City, upon written notice from the Contractor and prior to such use or occupancy, shall assume the responsibility to provide, maintain and pay for Property and Boiler and Machinery Insurance insuring the full value of the Work, as in 7.1 and 7.2, in the forms mentioned therein, including coverage for such use or occupancy, and the Contractor shall refund to the City the unearned premiums applicable to the Contractor's policies upon termination of coverage.
- 7.4. The policies shall provide that, in the event of a loss or damage, payment shall be made to the City and the Contractor as their respective interests may appear. The Contractor shall act on behalf of the City and itself for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the Contractor shall, at the option of the City, proceed to restore the Work. Loss or damage shall not affect the rights and obligations of either party under the Contract except that the Contractor shall be entitled to such reasonable extension of the Contract Time as the City may decide in accordance with Section 00.05.03.4 - Scheduling and Delays.
- 7.5. The Contractor shall be entitled to receive from the payments made by the insurers the amount of the Contractor's interest in the restoration of the Work. In addition, the Contractor shall be entitled to receive from the City (in addition to the amount due under the Contract) the amount at which the City's interest in the restoration of the Work has been appraised, such amount to be paid as the restoration of the Work proceeds and in accordance with the requirements of Section 00.05.05 - Payment and Section 00.05.05.4 - Certificates for Payment.
- 7.6. In the case of loss or damage to the Work arising from the Work of an Other Contractor, or the City's own forces, the City, in accordance with the City's obligations under Section 00.05.03.2.2, shall pay the Contractor the cost of restoring the Work as the restoration of the Work proceeds and in accordance with the requirements of Section 00.05.05 - Payment and Section 00.05.05.4 - Certificates for Payment.
- 7.7. In addition to the broad form property exclusions identified in IBC forms 4042, and 4047, the Contractor is not required to provide the following insurance coverage:
 - 7.7.1. Asbestos;
 - 7.7.2. Cyber Risk;
 - 7.7.3. Mould; or
 - 7.7.4. Terrorism.

8. CONTRACTOR'S EQUIPMENT INSURANCE

- 8.1. "Broad form" Contractor's Equipment Insurance covering construction machinery and equipment owned or rented and used by the Contractor and/or Subcontractors for the performance of the Work, shall be in a form acceptable to the City and shall not allow subrogation claims by the insurer against the City. The policies shall be endorsed to provide the City with not less than thirty (30) Days' written notice in advance of any cancellation, change or amendment restricting coverage. Subject to satisfactory proof of financial capability by the Contractor for self-insurance, the City may agree to waive the equipment insurance requirement.

9. CONTRACT SECURITY

- 9.1. The Contractor shall furnish Contract Security in the form of a Performance Bond in an amount equal to at least fifty percent (50%) of the Contract Price as security for the faithful performance of the Contract, including the corrections after completion provided for in Section 00.05.012.2 - Completion and Section 00.05.012.3 - Warranty, and the payment of all obligations arising under the Contract.
- 9.2. The Contractor shall also furnish Contract Security in the form of a Labour and Materials Payment Bond in an amount equal to at least fifty percent (50%) of the Contract Price as security for the payment of all labour and material used or reasonably required in the performance of the Contract.
- 9.3. The bonds mentioned in 9.1 and 9.2 shall be originals issued by a duly licensed surety authorized to transact a business of suretyship in the jurisdiction of the Place of the Work and shall be maintained in good standing until the date of the expiry of the Warranty Period. Unless otherwise specified in the Contract Documents, the form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

SECTION 00.05.012.INDEMNIFICATION, COMPLETION AND WARRANTY

1. INDEMNIFICATION

- 1.1. The Contractor shall defend, indemnify and hold harmless the City and their directors, officers, employees, agents and consultants from and against all claims, demands, damages, losses, expenses, costs including legal fees, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner based upon, related to, occasioned by or arising out of, resulting from or attributable to the acts or omissions of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable in the performance of the Work, breach of any term contained in this Contract (including, without limitation, the warranties), or negligence. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workers' Compensation legislation, disability benefit acts or other employee benefit acts and shall survive the termination of the Contract.

2. COMPLETION

- 2.1. When the Contractor believes that it has achieved Substantial Performance of the Work, in accordance with the Contract Documents, the Contractor shall prepare and submit to the City a comprehensive list of items to be corrected or completed and apply for a review by the City to establish interim completion of the Work. Failure to include an item on the list does not alter the responsibility of the Contractor to complete the Contract. The City shall, in evaluating whether Substantial Performance of the Work has been achieved, determine the amount of Work that has been performed by determining the total value of the Work by adding all approved Change Orders and Change Directives to the Contract Price (the "Amended Contract Price") and then subtracting the value of the Work that is defective or deficient with the net amount being the "Work Performed". The percent performed shall be the ratio of the Work Performed to the Amended Contract Price multiplied by one hundred (100).
- 2.2. No later than ten (10) Days after the receipt of the Contractor's list and application, the City shall review the Work to verify the validity of the application, and no later than seven (7) Days after completing the review, shall notify the Contractor whether the Contractor has achieved Substantial Performance of the Work. When the City finds that Substantial Performance of the Work has been reached, the City shall issue an Interim Certificate of Substantial Completion. If the City determines that Substantial Performance of the Work has not been achieved, the Contractor shall perform the Work required to achieve Substantial Performance of the Work and thereafter provide the City with another application for an Interim Certificate of Completion. This process shall be repeated until an Interim Certificate of Completion is issued. Additional costs, if any, incurred by the City for processing any second or subsequent application shall be borne by the Contractor, shall be due on demand, and may be deducted and retained by the City from any payment then or thereafter due to the Contractor under this Contract.
- 2.3. The City shall state the date of Substantial Performance of the Work in the Interim Certificate of Completion.
- 2.4. Immediately following the issuance of the Interim Certificate of Completion, the Contractor, in consultation with the City shall establish a reasonable date for finishing the Work.
- 2.5. Concurrently with the issuance of the Interim Certificate of Completion, the City shall prepare a written list of items of the Work to be corrected and/or completed that were apparent to it in its inspection and assessment of the Work. The issuance of this list does not relieve the Contractor from its obligation to correct and/or complete all defects and deficiencies in the performance of the Contract as provided for in this section. In addition to the monies to be held back in accordance with the Agreement, the City may hold back monies equal to two (2) times the cost, as estimated by the City, to correct and/or complete the items appearing in the said list from the net payment to be made following the issuance of the Interim Certificate of Completion. As defects and deficiencies on the City's list are remedied, the holdback monies corresponding to such defects and deficiencies shall be released to the Contractor. If the Contractor should fail to correct and/or complete such items within a reasonable time, the City may use the monies held back for defects and deficiencies to correct and/or complete such items.

- 2.6. When the Contractor has corrected and/or completed all defects and deficiencies required to fully complete the Work in accordance with the Contract Documents, the Contractor shall prepare and submit to the City a request for a Final Certificate of Completion. The City shall have ten (10) Days from receipt of the Contractor's application to review the Work and accept or reject the Contractor's application for a Final Certificate of Completion. If the City accepts that a Final Certificate of Completion should be issued, the City shall issue the Final Certificate of Completion.
- 2.7. Correction and/or completion of defective and/or deficient Work noted at the time of issuing the Interim Certificate of Completion shall be done promptly and within a reasonable time. When such items have not been corrected or completed within a reasonable time, especially within the Warranty Period, the Warranty Period shall be extended, at no additional cost to the City, so as to commence at such time when such defective and/or deficient Work is completed.
- 2.8. If the City determines that a Final Certificate of Completion should not be issued, the Contractor shall perform the Work required to fully complete the Work in accordance with the Contract Documents and thereafter provide the City with another application for a Final Certificate of Completion. This process shall be repeated until a Final Certificate of Completion is issued in accordance with Section 00.05.012.3.5.4. Additional costs, if any, incurred by the City for processing any second or subsequent application shall be borne by the Contractor, shall be due on demand, and may be deducted and retained by the City from any payment then or thereafter due to the Contractor under this Contract.
- 2.9. The acceptance by the Contractor of the Final Certificate of Completion or of any payment due thereunder shall constitute a warranty by the Contractor to the City that the Work has been performed in accordance with the Contract Documents and a waiver of all claims against the City, whether in contract, tort or otherwise (including without limitation claims for or relating to breach of contract, breach of warranty, fundamental breach, negligence, misrepresentation and strict liability), except those made in writing prior to the date of the Final Certificate of Completion and still unsettled, if any, and those relating to any Substantial Defects in the Work which the Contractor is required to correct following the expiration of the Warranty Period as described in Section 00.05.012.3.5.2.

3. WARRANTY

- 3.1. Without restricting any warranty or guarantee either made by the Contractor or implied by law, the Contractor shall, at its own expense, promptly correct any defective Work that is observed or discovered prior to the expiration of the Warranty Period, whether or not such defects could have been observed or discovered during construction, and the Contractor shall promptly pay for any damage resulting from such defects. Any certificate issued pursuant to the Contract shall not relieve the Contractor from this responsibility.
- 3.2. The City shall give notice of any defect within a reasonable time of observing such defect. The Contractor shall correct all defective Work within fifteen (15) Days of receipt of written notice from the City or such time as the City determines is reasonable for the remediation.

- 3.3. Should the Contractor fail to proceed with the correction of such defective Work within fifteen (15) Days from the date of notice from the City to do so, the City may, after giving an additional fifteen (15) Days' notice to the Contractor, take all necessary steps to have the Work done by another Contractor and the costs of, and incidental to, the doing of the said Work shall be paid by the Contractor. At the City's option, such costs, together with the damages resulting from such defects, may be deducted from any monies then or thereafter due and payable to the Contractor under the Contract, or the City may recover the same from the Contractor and its sureties as monies paid for and on behalf of the Contractor at its request. The City shall decide the necessity and extent of the correction and the nature thereof.
- 3.4. The correction of all defects shall be executed at such time as is convenient to the City. This may entail overtime Work on the part of the Contractor. Additional charges for overtime Work in this regard shall be borne by the Contractor. Prior to the expiry of the Warranty Period, the City reserves the right to carry out an inspection of the Work. The Contractor shall be required to correct the defective Work identified by the City.
- 3.5. Notwithstanding the expiration of the Warranty Period or the issuance of any certificate, the Contractor shall:
 - 3.5.1. not be relieved of its responsibility for correcting any defects in the Work of which notice has been given to the Contractor prior to the expiration of the Warranty Period and which remain uncorrected; and
 - 3.5.2. be responsible for correcting, at its own expense, any Substantial Defects which were neither observed nor discovered prior to the expiration of the Warranty Period.
 - 3.5.3. Notwithstanding the provisions of this section, if any statute or bylaw of the Province, Municipality, County or other applicable jurisdiction where the Work is being performed creates a more extended liability for defective materials or Workmanship, then the provisions of such statute or bylaw shall apply.
 - 3.5.4. The Contractor shall assign to the City the benefit of all guarantees and warranties for all Products and other parts of the Work used or incorporated in the Work and shall ensure such assignment is also effected by all Subcontractors, Suppliers or consultants from whom the same have been obtained. Thereafter, as reasonably required by the City, the Contractor shall make, do, execute, and deliver such instruments in writing as may be necessary or desirable to assure the enforceability of such guarantees and warranties.
- 3.6. Correction of defective Work shall be done promptly and within a reasonable time. When such items have not been corrected within a reasonable time, especially within the Warranty Period, the Warranty Period shall be extended, at no additional cost to the City, so as to commence at such time when such defective Work is corrected.
- 3.7. Nothing in this Contract shall be deemed to limit any rights of the City to sue the Contractor either at law or in equity on any cause of action arising out of its performance of or failure to perform the terms of this Contract, or to claim damages, contribution or indemnity from the Contractor or any other person under the terms of this Contract.

4. RESPONSIBILITY REGARDING EXISTING UTILITIES AND STRUCTURES

- 4.1. Excavation in the vicinity of existing structures and utilities shall be carefully performed by the Contractor, and any utilities which cross an excavation must be properly supported or shored to prevent settlement. Where trenching is to be done under existing utilities, such utilities shall be shored before excavation commences and shoring shall be left in place.
- 4.2. The existence, location and elevation of underground utilities and/or concealed structures are not guaranteed by the City and, notwithstanding any other provision in the Contract Documents but subject to 4.5, the Contractor shall be responsible for determining the existence, location and elevation of all sewer, water and gas mains, services or lines, electric light, power or telephone conduits, or other such structures or utilities, and shall pay for any service supplied by the gas, waterworks, sewer, electric light, power or telephone company or department. The Contractor shall be responsible for notifying the appropriate company, department, or person(s) of its intention to carry out its operations.
- 4.3. Prior to commencing any excavation, the Contractor shall deposit with the City a letter or letters from the appropriate authority of the utility or utilities involved stating that the Contractor has made satisfactory arrangements with the appropriate utility company(ies) for the location, protection and inspection of the utility involved.
- 4.4. Subject to the provisions of 4.5, the Contractor shall indemnify and save harmless the City against damages for consequential loss and against any claim made against the City by the City of any main, line, conduit or other such structure or utility referred to in 4.2 for any loss or damage in respect of third party claims, or which may be suffered by any such City because of damage to any such main, line, conduit or other structure or utility, in any way caused by the operations of the Contractor, a Subcontractor or Supplier or anyone for whom they may be responsible.
- 4.5. If the Contractor discovers conditions at the Place of the Work which are:
 - 4.5.1. subsurface or otherwise concealed physical conditions which existed before the commencement of the Work and which differ materially from those indicated in the Contract Documents; or
 - 4.5.2. physical conditions of a nature which differ materially from those ordinarily found to exist and generally recognised as inherent in construction activities of the character provided for in the Contract Documents;
 - 4.5.3. then the Contractor shall notify the City in writing before the conditions are disturbed and in no event later than five (5) Days after first observance of the conditions. The City shall promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the Contractor's cost or time to perform the Work, the City, shall issue appropriate instructions for a change in the Work as provided in Section 00.05.06 - Changes to the Work. If the City finds that the conditions at the Place of the Work are not materially different or that no change in the Contract Price or the Contract Time is justified, the City shall report the reasons for such finding to the Contractor in writing.

- 4.6. The Contractor acknowledges that it has inspected the Place of the Work for the physical conditions described in 4.5 and has disclosed its findings to the City. The Contractor shall not be entitled to, and shall not claim, any additional compensation, or extension of Contract Time as a result of any conditions that were or ought to have been discovered upon reasonable inspection by the Contractor prior to the date of the Contract or in respect of any claims for which the Contractor failed to give notice as required by 4.5.
- 4.7. Nothing in Section 00.05.012.4 hereof shall relieve the Contractor from the responsibility to conduct its own examination of the Place of the Work and the Work, as provided in 4.6.
- 4.8. No claims for additional compensation, or for an extension of Contract Time, shall be allowed if the Contractor fails to give notice to the City, as required 4.5.
- 4.9. Any poles that require moving, solely to facilitate the Contractor's operation, shall be moved and replaced at the Contractor's expense.
- 4.10. Trees, shrubbery, fence poles and all other private property and surface structures shall be protected, unless their removal is indicated or authorized by the City. No tree branches or roots shall be cut unless authorized by the City.
- 4.11. Record locations of maintained, re-routed and abandoned service lines.

5. USE OF COMPLETED PORTIONS

- 5.1. The City reserves the right to take possession of and use any completed or partially completed portion of the Work, regardless of the time of completion of the entire Work providing it does not interfere with the Contractor's Work. Such taking possession or use of the partially completed portions shall not be construed as Substantial Performance of the Work or an acknowledgement of fulfilment of the Contract.

6. MISCELLANEOUS

- 6.1. To provide for occupancy by one or more occupants or the City prior to completion and final acceptance of the entire Work as provided above, the Contractor shall make available the use of such services reasonably required for occupant or City's occupancy including, but not limited to, elevators, heating, ventilation, cooling, water, lighting, security, power, and telephone for the space or spaces to be occupied, and the City shall be required to pay for its reasonable share of such services. The occupancy or use of such space or spaces shall not constitute the City's acceptance of any Work, materials, or equipment which are not in accordance with the requirements of the Contract Documents, nor relieve the Contractor from its obligations to complete the Work, or from any other unfulfilled obligations or responsibilities under the Contract Documents.
- 6.2. The Contractor shall, after partial occupancy, permit no disruption to any necessary utilities or other services to such occupied areas and shall schedule and organize its Work to minimize any disruptions or unpleasant conditions that might affect access to, or the comfort of persons occupying such space.

- 6.3. If any article, section or subsection of this Contract or any portion thereof is determined to be indefinite, invalid, illegal or otherwise void, voidable or unenforceable, then it shall automatically be severed from this Contract and the balance of this Contract shall continue in full force and effect.
- 6.4. This Contract can be amended or added to only by a written agreement executed by both the City and the Contractor in accordance with the Contract Documents.
- 6.5. This Contract sets forth the entire agreement between the City and Contractor and contain all of the representations, warranties, terms, conditions, provisos, covenants, undertakings and conditions agreed upon by them with reference to the subject matter hereof. All other representations, warranties, terms, conditions, provisos, covenants, understandings and agreements, whether oral or written (including without limitation any letter of intent between the parties), are waived and are superseded by this Contract.

END OF SECTION

SECTION 00.05.013.ATTACHMENT "A" – FINAL RELEASE AND INDEMNITY

(referenced in Section 00.03.00.5.2.3.v)

DATE: _____

TO: _____ (the "City")

FROM: _____ (the "Contractor")

RE: _____ (the "Project")

In consideration of the sum of _____ the receipt of which is hereby acknowledged, and other good and valuable consideration, the Contractor hereby acknowledges that the City has paid and satisfied in full all monies due for all Work performed and material whatsoever installed and supplied by the Contractor to the above **Project** (collectively the "Work") pursuant to the contract for various Work between the City and the Contractor (the "**Contract**") and the Contractor has no further claims against the City arising out of the Work, the **Contract** and/or the **Project**, except for any unpaid holdback and the following specific claims (the "Claims") which are identified and quantified herein:

_____ (\$ _____)

_____ (\$ _____)

Save as hereinafter provided, the Contractor hereby releases and discharges the City of and from any and all actions, causes of action, suits, debts, duties, accounts, claims, damages, costs and demands which the Contractor now has, ever had or hereinafter can, shall or may have for or by reason of any cause, matter or thing arising out of the Work, **Contract** and/or the **Project** (including, without limitation, the assignment provided in favour of the Contractor), excepting the Claims.

Except for the Claims, the Contractor further represents that no supplier or sub-Contractor of it has any right to file any claim of lien with respect to the **Project** nor have any claims of lien been filed or registered by such supplier or sub-Contractor and, if such claims of lien are filed or registered or trust fund claim or Workers compensation claim is made, the Contractor shall indemnify the City and save the City harmless from any and all claims and any loss or damage which the City may suffer as a result, and the City is authorized hereby to take any and all steps and make such payments as may be necessary to discharge the claims of lien or trust fund claim and/or pay to satisfy the Workers compensation claim, and the Contractor hereby covenants to reimburse the City for such costs.

The Contractor acknowledges and warrants that the person executing this Final Release and Indemnity on its behalf is authorized to do so.

Every reference to the “City” or the “Contractor” includes their respective heirs, executors, administrators, receivers, trustees, predecessors, successors, officers, directors, shareholders, agents, employees and assigns, as the case may be.

The terms of the Final Release and Indemnity are contractual and not mere recitals. No agreements, covenants, warranties or representation of any kind whatsoever have been made or relied upon by the Contractor, except as expressly set forth in this Final Release and Indemnity.

The Contractor acknowledges that the facts in respect of which this Final Release and Indemnity is made may prove to be other than or different from the facts which the Contractor at the present time understand to be true, and the Contractor agrees that this Final Release and Indemnity shall be in all respects enforceable and not subject to termination, rescission or variation if its present understanding of said facts is incorrect.

If any term of this Final Release and Indemnity is held to be void, voidable or unenforceable, the Contractor agrees that said term shall be severed from this Final Release and Indemnity and the remaining terms thereof shall remain in full force and effect.

This Final Release and Indemnity is governed by the laws of the jurisdiction in which the Project is located.

IN WITNESS WHEREOF the Contractor has duly executed this Final Release and Indemnity on the day and year first above written.

Authorized Signatory

SECTION 00.05.014.ATTACHMENT “B” – PRIME CONTRACTOR DESIGNATION

(referenced in Section 00.05.09.1.3)

Identity of Prime Contractor	Date From	Date To

SECTION 00.05.015.ATTACHMENT "C" – CHANGE ORDER – INITIATED BY THE CITY

(Referenced in Section 00.05.06.2.1)

Change Order No.		Project Number	
Project Name	Buhler Avenue Underground Extension Project		
Contractor			
Owner	City of North Battleford		
Contract Date			

Filled by the City:

CHANGE ORDER REQUEST SUMMARY			
REASON FOR CHANGE ORDER			
REQUESTED BY:			
Name	Designation	Signature	Date

Filled by the Contractor:

PROPOSED CONTRACT PRICE ADJUSTMENT				
No.	Item Description	Quantity	Unit Price	Extension
1				
2				
3				
4				
5				
TOTAL:				
PROPOSED CONTRACT TIME ADJUSTMENT				
Original Contract Completion Date:				
Adjustment to Contract Time:				
Adjusted Completion Date				
PROPOSAL SUBMITTED BY:				
Name	Designation	Signature	Date	

Filled by the City:

☐ COUNCIL REVIEW REQUIRED	REVIEW DATE:		
CHANGE ORDER ACCEPTANCE:			
The costs and effect on the Contract Price, the Contract Time and Completion Date of each Change Order shall be dealt with separately and shall be deemed to include all direct, indirect, and consequential costs associated with that Change Order, including without limitation all impact costs, overhead and profits. No other claim shall be considered necessary or paid by the City.			
Name	Designation	Signature	Decision Date

CONTRACT PRICE ADJUSTMENT	
The City hereby modifies the payments as follows:	
ESTIMATED VALUE OF THIS CHANGE ORDER	
ESTIMATED ORIGINAL CONTRACT PRICE	
SUBTOTAL	
GST (5%)	
PST (6%)	

ESTIMATED REVISED CONTRACT PRICE	
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SECTION 00.05.016. ATTACHMENT "D" – CHANGE ORDER – INITIATED BY THE CONTRACTOR

(Referenced in Section 00.05.06.2)

Change Order No.		Project Number	
Project Name	Buhler Avenue Underground Extension Project		
Contractor			
Owner	City of North Battleford		
Contract Date			

Filled by the Contractor:

CHANGE ORDER REQUEST SUMMARY				
REASON FOR CHANGE ORDER				
PROPOSED CONTRACT PRICE ADJUSTMENT				
No.	Item Description	Quantity	Unit Price	Extension
1				
2				
3				
4				
5				
TOTAL:				

PROPOSED CONTRACT TIME ADJUSTMENT			
Original Contract Completion Date:			
Adjustment to Contract Time:			
Adjusted Completion Date			
PROPOSAL SUBMITTED BY:			
Name	Designation	Signature	Date

Filled by the City:

☐ COUNCIL REVIEW REQUIRED		REVIEW DATE:	
CHANGE ORDER ACCEPTANCE:			
The costs and effect on the Contract Price, the Contract Time and Completion Date of each Change Order shall be dealt with separately and shall be deemed to include all direct, indirect, and consequential costs associated with that Change Order, including without limitation all impact costs, overhead and profits. No other claim shall be considered necessary or paid by the City.			
Name	Designation	Signature	Decision Date

CONTRACT PRICE ADJUSTMENT	
The City hereby modifies the payments as follows:	
ESTIMATED VALUE OF THIS CHANGE ORDER	
ESTIMATED ORIGINAL CONTRACT PRICE	
SUBTOTAL	
GST (5%)	
PST (6%)	
ESTIMATED REVISED CONTRACT PRICE	

SECTION 00.05.017. ATTACHMENT “E” - SERVICE PROVIDER AGREEMENT

Whereas the City of North Battleford desires to hire only safety-conscious and reliable companies with a firm commitment to employ competent persons, supervisors and Workers to perform Work for the City of North Battleford in compliance with good industry practices and applicable legislation; and the City of North Battleford requires close coordination of all parties performing Work for the City of North Battleford to reduce the likelihood of loss to all Workers, equipment and plant facilities; the City of North Battleford will appoint a contract administrator for all contractual agreements with Service Providers.

(Company Name) _____ (henceforth referred to as the “Service Provider”) firmly commits to Workplace safety and will adhere to all and any related requirements of the City of North Battleford when performing Work for the City of North Battleford:

1. COMPLIANCE WITH LEGISLATION

The Service Provider shall perform all Work undertaken for the City of North Battleford in compliance with all laws, regulations, standards and City of North Battleford requirements.

2. ORIENTATION

The Service Provider shall ensure that all their employees receive site orientation and the Service Provider’s area and job specific orientation prior to commencing Work on the site.

3. COMPETENT SUPERVISORS AND WORKERS

The Service Provider shall ensure that it only utilizes qualified and competent supervisors and Workers on any Work performed for the City of North Battleford. “Competent Worker includes a Worker who is being trained to perform a particular task or duty and who is under close and competent supervision during that training. The Service Provider agrees to keep on file and provide documentation to the City of North Battleford, upon request, records of training pertaining to supervisory duties, trade tickets or certification, job specific training, WHMIS, TDG, orientations, etc. occurring before and during the project which might pertain to completing City of North Battleford Work in a healthy and safe manner.

4. HOUSEKEEPING

The Service Provider agrees to keep its Work areas clean at all times and to prevent the accumulation of waste materials and rubbish. The Service Provider agrees to perform a thorough clean up at the completion of the Work and remove all equipment, surplus materials and tools from the site. If this is not done in a timely and acceptable fashion, the City of North Battleford reserves the right to remove such rubbish and other items and back-charge the cost of the same to the Service Provider.

5. INSPECTION OF EQUIPMENT

The Service Provider agrees to inspect all tools and equipment brought onto the site and provide documented proof of same to the City of North Battleford upon request. Copies of

certification for specialized equipment (cranes, man baskets, etc.) shall be provided to the City of North Battleford before such equipment is brought onto the site.

6. TOOLS AND EQUIPMENT

The Service Provider agrees to provide the City of North Battleford a list of all tools and equipment it intends to bring on site to perform the Work. The City of North Battleford reserves the right to inspect any and all such tools and equipment and to refuse entry onto the site should the City of North Battleford find any such items inappropriate to perform the Work adequately and safely. This in no way alleviates the Service Provider’s responsibilities with regards to its own tools and equipment.

7. HAZARD ASSESSMENT

The Service Provider agrees to conduct and document a thorough hazard assessment of the Work and submit the same to the City of North Battleford no later than 7 days prior to the commencing of Work. The City of North Battleford reserves the right to insist on upgrading hazard control measures and/or altering procedures to reduce the potential for injury or loss. The Service Provider also agrees to conduct and document smaller hazard assessments during the project prior to starting any hazardous tasks. For short duration Work (less than 3 days) the Service Provider shall complete a hazard assessment at the beginning of each shift.

8. CONTRACTOR SAFETY PROGRAM

The Service Provider agrees to adhere to its own and the City of North Battleford Safety program. Where inconsistency exists or arises, the higher standard deemed by the City of North Battleford shall be followed.

9. REPORTING REQUIREMENTS

The Service Provider agrees to provide copies to the City of North Battleford as soon as is reasonably possible on all required reporting mandated by legislation (i.e., dangerous occurrence, high risk asbestos Work, hospitalization of injured Worker, etc.)

10. WORKSITE INSPECTIONS

The Service Provider agrees to conduct weekly inspections of their Work areas and have copies available to the City of North Battleford upon request.

11. INCIDENT INVESTIGATIONS

The Service Provider agrees to investigate all first aids, medical aids, lost time and near misses and submit written investigation reports to the City of North Battleford within 24 hours of the occurrence. All lost time injuries and dangerous occurrences shall be reported immediately to the City of North Battleford on a verbal basis prior to submission of a written report.

12. TOOLBOX SAFETY MEETINGS

The Service Provider agrees to conduct weekly safety meetings (15-30 minutes) and have copies of the meeting minutes and attendance forwarded to the City of North Battleford. If

requested, the Service Provider agrees to designate an individual to participate in a joint Worksite Occupational Health and Safety Committee if and when one exists.

13. PERSONAL PROTECTIVE EQUIPMENT

The Service Provider agrees to supply and have available at the Worksite all basic and specialized protective equipment that may be required to safely perform the Work. The Service Provider shall ensure that all Workers required to use personal protective equipment are trained in its care, use, maintenance and limitations.

14. CRITICAL WORK

The Service Provider will provide and follow a permit system when performing any hazardous critical task (e.g., excavating, confined space entry, hot Work, Work near high voltage lines, pressure testing, critical lifts, etc.)

15. CONTROLLED PRODUCTS

The Service Provider agrees to have SDS sheets on site for all controlled products used on site. The service Provider will provide copies of the MSDS sheets to the City of North Battleford upon request.

16. RECORDS AND STATISTICS

The Service Provider agrees to compile and submit to the City of North Battleford monthly statistical reports of all incidents including lost time injury frequencies and severity rates.

17. WCB INFORMATION

All City of North Battleford Service Providers must be registered with the WCB. If so requested by the City of North Battleford, the Service Provider agrees to submit a copy of their WCB Statement of Injury Costs Supplement for the current and previous two years.

18. AUDITS

The Service Provider agrees to succumb to periodic safety audits conducted by the City of North Battleford. In so doing, the Service Provider shall make all of its safety documentation records available for review along with making available for short interviews the required number of supervisors and Workers. The Service Provider agrees to proactively Work to continuously improve its safety program per the recommendations of the City of North Battleford auditors.

19. SUBCONTRACTORS

The Service Provider shall make all Subcontractors aware of the provisions of this agreement and ensure that all their Subcontractors and agents abide by the provisions herein.

20. STOPPING WORK

The City of North Battleford reserves the right to stop the performance of any City of North Battleford Work at any time that it feels, in its sole opinion, that the Work or the manner in which Work is performed is creating unacceptable risk to any parties on the City of North Battleford Worksites. The City of North Battleford reserves the right to terminate any contract with any Service Provider for poor safety performance or failure to adhere to any of the provisions of this agreement. The City of North Battleford shall not be liable for any loss (financial or otherwise) incurred by the Service Provider for Work performed up to and including the date of termination and reserves the right to let the remainder of the contract to another suitable party.

21. ENFORCEMENT POLICY

The Service Provider will be responsible to enforce the disciplinary policies outlined in their safety Program or Operating Procedures and will make copies available of such to the City of North Battleford upon request. The City of North Battleford reserves the right to have any of the Service Provider's employees or agents removed and/or banned from any City of North Battleford site for blatant disregard of site rules or safety requirements.

22. FIRST AID

The Service Provider agrees to ensure that all of its employees and agents immediately report all first aids and other injuries. First aid records will be maintained by the Service Provider for the duration of the project and kept on file for a period of at least 5 years following the completion of the project. The City of North Battleford may request copies of all or part of the first aid records during the project or during the filing period of 5 years.

23. ADDITIONAL TERMS

The Service Provider agrees to adhere to any additional safety requirements stipulated by the City of North Battleford which may arise due to unforeseeable circumstances which might result in unacceptable risk to Workers, equipment or facilities (e.g., act of God, extreme inclement weather conditions, etc.)

The Service Provider acknowledges and agrees to abide by the terms and conditions of this agreement.

Executed this _____ day of _____, _____ on behalf of

(Service Provider Company Name)

(Company's Address 2)

(Company's Address)

(Company's Phone number)

(Service Provider Representative)

(Print Name and Position)

(City of North Battleford Representative)

(Print
Name and Position)

- ☐ Acting Contract Administrator
- ☐ Annual Pre- Qualification

(City of North Battleford Witness Signature)

(City of North Battleford Witness Name &
Position)

SECTION 00.05.018. ATTACHMENT “F” - CONTRACTOR CODE OF CONDUCT

1. RATIONALE

The City of North Battleford is dedicated to upholding the highest ethical standards across all its endeavors. It is in the City’s expectations that all employees comply with applicable laws and demonstrate responsible, ethical, and integral behavior in their service to the community. Similar expectations are extended to Contractors.

The Contractor’s Code of Conduct outlines the principles and standards that the City’s Contractors are required to follow and uphold in their business dealings within the municipality.

2. SCOPE

This Code applies to all Contractors, Sub-Contractors, vendors, and Suppliers, that have entered into an agreement to provide goods and services to the City, including each of their employees, representatives, subsidiaries, and affiliates.

It is the responsibility of the Contractors, for themselves and on behalf of such employees, representatives, subsidiaries, and affiliates to ensure compliance with this Code.

3. WORKPLACE BEHAVIOR

The City and Contractors jointly share the responsibility for creating a safe, productive, and healthy Work environment where everyone is treated with dignity and respect. The City is dedicated to always maintaining a Workplace free from harassment, in accordance with the Harassment Policy, Human Rights Code, and similar legislation.

Contractors are mandated to engage with colleagues, City employees, the public and customers in a manner that is both professional and courteous. Any behavior that will undermine Work relationships or contribute to a negative Work environment will not be tolerated.

Contractors are expected to always communicate in a respectful and professional manner, refraining from language that may offend or create a hostile environment. The use of inappropriate language, including profanity or derogatory remarks, is prohibited in the Workplace.

No potentially inappropriate, offensive, or discriminatory photographs, articles, magazines, or other materials shall be permitted at the place of Work.

4. FITNESS FOR WORK

All Workers must be fit for Work at all times.

The City retains the right to request that individuals leave the Place of The Work, if they are unfit for any reason including, without limitation, inebriation, under the influence of illegal drugs, injury, fatigue, rudeness, or any other reason that may affect the quality of the Work or which represent a breach of these rules.

5. STANDARDS OF DRESS

All Workers must in suitable clean clothing, wear shirts and long pants, and display an appropriate standard of personal hygiene.

Where required by the City, all Workers shall have an identity badge that clearly indicates the company’s name, the individual’s name, and has an identity photograph on it, and is to be worn whenever at the Place of the Work.

6. ALCOHOL AND DRUGS

No alcoholic beverages or illegal drugs shall be brought, used, distributed, sold, or consumed at the Place of the Work.

The legal use of prescribed medication is permitted only if it does not affect an individual’s capability to perform the essential function of their job effectively and in a safe manner that does not endanger other individuals in the Place of the Work.

The City retains the right to request that individuals leave the Place of The Work, if they are found in possession of alcoholic beverages or illegal substances, whether opened or unopened.

In the event of possession of illegal drugs or other illegal substances, the City reserves the right to report the matter to law enforcement authorities.

7. SMOKING

Smoking, including the use of electronic cigarettes or vapor products, shall be in designated areas and shall only occur outdoors.

8. MEDIA INQUIRIES, COMMENTS OR COMPLAINTS

The Contractor should refrain from responding to formal inquiries, media or social media comments, or complaints from third parties concerning the Work, unless it falls within the scope of their designated responsibilities.

The Contractor should direct any inquiries, comments, or complaints to the City for appropriate coordination and response.

9. THEFT

Workers who steal from the Place of the Work or the City shall be immediately ejected from the Place of the Work.

The Contractor is responsible for all such thefts irrespective of whether the Worker is an employee of the Contractor, a Subcontractor, or Supplier.

10. CONSTRUCTION HOURS

Construction access hours shall be consistent with any regulations in effect in the municipality where the Place of Work is located.

Any necessity to Work beyond standard construction access hours must be approved by the City in writing.

11. ROADWAYS

All speed limits and other traffic rules must be obeyed and access to roadways should not be impeded. Temporary fencing and signage installation shall be put in place when necessary. Parking shall be in designated areas only.

Proactive measures should be taken to mitigate any temporary blockages caused by equipment or materials, ensuring that emergency access routes always remain clear.

12. NOISE

Noise levels should be kept to a minimum at all times. Equipment that generates noise should be adequately dampened, silenced, and soundproofed.

Radio and cell phone volume shall be at the minimum volume which is consistent with the ability to operate the device.

13. ANIMALS

No dogs or other animals are permitted at the Place of Work without the written consent of the City.

14. CLEANLINESS

The Place of Work must be maintained for an orderly appearance on a daily basis.

Trash and construction debris shall be contained at all times and removed from the Place of the Work weekly and from areas used by the City daily.

15. STORAGE

Storage shall be in designated storage areas only.

16. SECURITY

The Contractor shall be responsible for ensuring the security of the Place of the Work during access and for ensuring that locks are effective and secure. Security doors shall at all times remain closed and shall not be propped open, even for a short time.

17. ENVIRONMENTAL PROTECTION

The Contractor shall be responsible for providing goods and services that mitigate their impact on the environment. Essential environmental considerations include reduction of greenhouse gas emissions, improved energy efficiency, use of renewable resources, waste minimization, reduction of plastics and packaging and reduction of hazardous waste.

18. COMPLIANCE WITH LAWS

The Contractor is obligated to ensure that their business operations adhere strictly to the relevant laws, rules, and regulations of the jurisdiction of the Place of the Work.

19. ANTI-BRIBERY AND ANTI-CORRUPTION

The Contractor is required to adhere to all relevant laws and regulations relating to corruption, bribery, fraud, or other prohibited business practices.

Under no circumstances is it permissible for a Contractor to offer a bribe, kickback or unlawful payment or benefit to obtain concessions, contracts, or other favorable treatment.

20. CONFLICTS OF INTEREST

The Contractor must exercise reasonable care and diligence to prevent actions or circumstances that may lead to a conflict of interest or create a perception of such.

Contractors must refrain from seeking undue advantage or preferential treatment as a result of a conflict of interest.

Contractors are obligated to disclose to the City any actual, apparent or potential conflict of interest in a timely manner as they arise.

21. GIFTS AND ENTERTAINMENT

Gifts and entertainment should not be utilized by Contractors to secure improper advantage or preferential treatment.

Contractors are prohibited from offering or providing City employees with gifts, hospitality or other benefits that may have an actual, apparent or potential influence their impartiality in carrying out their official duties or that may place them under obligation to the Contractor.

22. CONFIDENTIAL INFORMATION

In the event that a Contractor obtains confidential information from the City during their interactions, the Contractor is obligated to use such information solely for the purposes specified by the City and handle it with due care.

Contractors are to implement policies and procedures ensuring the appropriate utilization and management of such confidential information, in compliance with relevant legal and regulatory requirements to prevent inappropriate access to and disclosure of such confidential information.

Contractors are required to inform the City promptly of any actual or suspected breaches of privacy or security, or incidents involving the unauthorized disclosure or loss of such information.

23. RESPONSIBLE TREATMENT OF INDIVIDUALS

Contractors are obligated to foster Workplaces that uphold respect for the dignity of every individual. This includes respecting the diversity of their employees and others they engage with, including acknowledging differences in gender, race, color, age, disability, sexual orientation, ethnic origin, religion, and any other characteristic protected by applicable laws.

24. EMPLOYMENT PRACTICES

Contractors must abide by applicable employment standards, labor, non-discrimination regulations, and human rights legislation. Even in cases where laws may not explicitly prohibit

discrimination, Contractors are expected to be committed principles of non-discrimination. Within the Place of the Work, Contractors must ensure the following:

Forced or compulsory labor, as well as child labor, are not used.

Employees are afforded the freedom to raise concerns without the threat of retaliation.

Mandatory security screenings of personnel have been conducted as required.

Employment standards meet or exceed legal and regulatory requirements.

25. ENFORCEMENT POLICY

The Contractor is required to confirm that they have thoroughly read and comprehend this Code as a condition of entering into an agreement with the City in provision of goods and services.

The Contractor must monitor each subcontract agreement under their purview and must ensure that it complies with this Code.

Conduct that is illegal, dishonest, or unethical constitutes a breach of this Code, whether or not the conduct is specifically addressed in this Code.

The Contractor is responsible for reporting any known or suspected violations of any applicable laws and/or any non-compliance with this Code to the City in a timely manner. Contractors must not permit retribution or retaliation against an individual who, in good faith, seeks advice or reports such a known or suspected violation.

The City reserves the right and may be obligated to report breaches of this Code to regulators and/or law enforcement authorities.

The Contract Agreement for the provision of goods and services may include clauses pertaining to specific topics outlined in this Code. In the event of any discrepancies or conflicts between the provisions of the Contract Agreement and those of this Code, the terms outlined in the Code of Conduct shall prevail.

26. ACKNOWLEDGEMENT

The Contractor acknowledges and agrees to abide by the terms and conditions of this Code of Conduct.

Executed this ____ day of _____, 20____ on behalf of:

(Contractor's Name)

(Contractor's Address)

(Contractor's Address 2)

(Contractor's Phone Number)

(Contractor's Representative – Signature)

(Contractor's Representative Name and Position – Please Print)

(City of North Battleford Representative - Signature)

(City of North Battleford Representative – Name and Position – Please Print)

(City of North Battleford Witness - Signature)

(City of North Battleford Witness – Name and Position)

SECTION 00.06.00. SUPPLEMENTAL CONDITIONS

1. UNITS

- 1.1.** The SI (metric) system of units is used on the drawings and throughout this specification. The SI system shall be the sole basis for measurement, layout, and all associated work under this Contract. The City's interpretation of SI, as set forth in CAN 3-Z-234.1 "Metric Practice Guide" and CAN 3-Z-234.2 "The International System of Units", shall govern.

2. PUBLIC ENGAGEMENT

- 2.1.** All areas of Work under this contract are within existing residential neighbourhoods. The Contractor is obligated to ensure that The Work is performed in a manner consistent with the surrounding residential environment, taking into account factors such as noise levels, traffic flow, and visual impact, to minimize disruption and maintain harmony within the community.
- 2.2.** The Contractor shall provide residents with adequate notification, not less than 7 days, prior to any Work that will affect a residential home's entry and exit points. The Contractor is to establish and maintain alternative access routes for residents to enter and exit their homes safely. These routes will be clearly marked and protected by barriers to ensure the safety of residents and Workers alike.
- 2.3.** The City shall conduct bi-weekly online web meetings involving representatives from the City, the Contractor and the public. These meetings will serve to disseminate updates and provide status reports on the progress of the Work, ensuring transparency and fostering community engagement throughout the duration of the project.
- 2.4.** The City will be providing a running log of updates on the City's website.

3. WORK SEQUENCE

- 3.1.** Determine Work Sequence at the pre-construction meeting.
- 3.2.** Provide within ten (10) Working days after the pre-construction meeting, in a form acceptable to the City, a schedule showing anticipated progress stages and final completion of Work within the time period required by Contract Documents.
- 3.3.** Interim reviews of Work Progress based on a schedule submitted by Contractor will be conducted by the City and schedule updated by Contractor in conjunction and with approval of the City.

4. WARRANTY AND MAINTENANCE

- 4.1.** The Contractor shall be responsible for faulty materials and workmanship for the period stated in these Supplementary Conditions. The warranty period will start from the date of the Interim Certificate of Completion in accordance with Section 00.05.012.2 of the General Conditions. The Contractor shall also be responsible for maintenance or corrections which develop as a direct result of faulty materials and workmanship.

4.2. Warranty Periods according to scope:

- 4.2.1. Grading Work, Drainage Ditches – 2 Years
- 4.2.2. Sidewalks, Walks, Curb & Gutters, and Catch Basins – 2 Years
- 4.2.3. Paved Roads, Paved Lanes and Paved Walkways – 2 Years
- 4.2.4. Watermains, Sanitary and Sewer Mains and Lot Services – 2 Years
- 4.2.5. Any other items of work not specifically stated above – 2 Years

4.3. The warranty period will commence upon completion of the work in each construction season providing conditions outlined in Section 00.05.012.2 of the General Conditions are met to the satisfaction of the City.

4.4. The term "Maintenance" as used in these specifications does not include operation of the system or rectification of problems arising out of system operation, failure of Public Utilities, general wear and tear on operational equipment, tools, structures, and appurtenances or failures resulting from work performed by others. Continuous regrading and cleaning up streets, rights of way and other working areas necessitated by the use of such areas by others, weather conditions and other factors beyond the Contractor's control shall be considered as operational hazards not maintenance.

5. SALVAGED MATERIAL

- 5.1. All salvaged material is the property of the City and shall be removed from the work site to a location designated by the City.

6. ALTERATIONS, REPAIRS TO EXISTING STRUCTURE

- 6.1. Execute Work with the least possible interference or disturbance to public and normal usage of premises.

7. DOCUMENTS REQUIRED

- 7.1. Maintain at job site, one copy of each document as follows:

- 7.1.1. Contract Drawings
- 7.1.2. Specifications
- 7.1.3. Addenda
- 7.1.4. Change Orders
- 7.1.5. Other Modifications to Contract
- 7.1.6. Field Test Reports
- 7.1.7. Copy of Approved Work Schedule
- 7.1.8. Health and Safety Plan and Other Safety Related Documents
- 7.1.9. Other Documents as specified.

END OF SECTION

DIVISION 01 GENERAL REQUIREMENTS

SECTION 01.01.00. MEASUREMENT AND PAYMENT

1. LUMP SUM CONTRACT ITEMS

- 1.1. For Lump Sums, payments will be made on the basis of the Lump Sum Price or Prices in Section 00.02.06 - Bid Form Supplement E – Unit Price Form. The Lump Sum Price shall be full compensation for supplying materials as specified and for installing materials including hauling, placing, installing, cleaning, testing and placing in service together with all work subsidiary and incidental thereto for which separate payment is not provided elsewhere. The limits of the Lump Sum Prices are as shown on drawings and as specified.

2. UNIT PRICE CONTRACT ITEMS

- 2.1. For Unit Prices, payments will be made on the basis of the unit prices in Section 00.02.06 - Bid Form Supplement E – Unit Price Form. The Contract Unit Price for supply of materials and installation of materials shall be full compensation for supplying, hauling, placing, installing, cleaning, testing, and placing in service together with all other work subsidiary and incidental thereto for which separate payment is not provided elsewhere.

3. MEASUREMENT AND PAYMENT METHODS – SITE PREPARATION

- 3.1. Soft Spot Repair – shall include excavation, loading, transporting to landfill, and stockpiling or spreading of unsuitable material up to a maximum depth of 450mm. Includes installation of geotextile and replacement of base and subbase with suitable aggregate to replace excavated unsuitable material.
- 3.1.1. Payment: Unit price per square meter of soft spot repaired.
- 3.1.2. Measurement: Survey area and cross-sections at location of excavation before and after grading.

4. MEASUREMENT AND PAYMENT METHODS – CONCRETE

- 4.1. Supply and Install Curbs, Walks and Swales – shall include excavation or fill to shape the subgrade, subgrade preparation, preparation of base, all mixing for compaction, re-compaction, supply and install all granular base course in varying thicknesses to match road structures and details, shaping and compaction, formwork, supply and placing of concrete, jointing, reinforcing, finishing, curing, sealing, supply and installation of wick drains as per the details and compacted backfilling to the top of the concrete unless directed by the City's Engineer or City's Project Leader otherwise for landscaping.
- 4.1.1. Payment: Unit price per linear meter of sidewalk, walkway, curb and gutter, swale.
- 4.1.2. Measurement: Survey sidewalk, curb and gutter, or swale – along the center line of separate walk or swale, or along curb face for curb and gutter monolithic curb, gutter and walk. There will be NO payment for overbuilds of any kind on the subgrade or granular.

- i. Addition of Cement for stabilizing where required is by the tonne under Road construction units, there is no payment for mixing, adding water, compaction or re-compaction.
 - ii. Coring out of excess clay material for separate concrete sidewalk, walkways and asphalt walks installation will be paid for as long as there is an onsite need to do so and is out of the control of the concrete installer. Prior approval must be obtained by the City's Engineer or City's Project Leader.
- 4.1.3. Measurement and payment will be by the linear meter of concrete structure installed and cored out as per limits of concrete work to complete the work.
- 4.2. Supply and Install Alley Crossings, Bus Stops and Pads, Lane Crossings, and Other Miscellaneous Concrete – shall include excavation or fill to prepare subgrade, preparation of base, all mixing for compaction re-compaction, supply and install all granular base course in varying thicknesses to match road structures and details, shaping and compaction, all mixing for compaction, re-compaction, supply and install granular base course in varying thicknesses to match road structures or details, shaping and compaction, formwork, supply and placing concrete, jointing, reinforcing, finishing, curing, sealing, supply and installation of wick drains as per the details and backfilling.
 - 4.2.1. Payment: Unit price per square meter of concrete work for alley crossing, bus stop and pads, median infill, concrete tie-ins and etc.
 - i. Note: Addition of Cement for stabilizing is by the tonne under Road Construction units, there is no payment for mixing, adding water, compaction or re-compaction.
 - 4.2.2. Measurement: Survey concrete work after construction.
 - i. Note: There is no additional payment for excavating these items at any time during construction unless pre-approved by the City's Engineer or Project Leader.
- 4.3. Supply and Install Curb Ramps or Pedestrian Ramps – shall include excavation or fill to prepare subgrade, preparation of base, all mixing for compaction re-compaction, supply and install all granular base course in varying thicknesses to match road structures and details, shaping and compaction, all mixing for compaction, re-compaction, supply and install granular base course in varying thicknesses to match road structures or details, shaping and compaction, formwork, supply and placing concrete, jointing, reinforcing, finishing, curing, sealing, supply and installation of wick drains as per the details and backfilling.
 - 4.3.1. Payment: Unit price for each Curb Ramp or Pedestrian Ramp
 - i. Note: Addition of Cement for stabilizing is by the tonne under Road Construction units, there is no payment for mixing, adding water, compaction or re-compaction.

4.3.2. Measurement: Survey concrete work after construction.

- i. Note: There is no additional payment for excavating these items at any time during construction unless pre-approved by the City's Engineer or Project Leader.

5. MEASUREMENT AND PAYMENT METHODS – ROADCONSTRUCTION

- 5.1. Grinding of Asphalt – shall include all grinding required to ensure a proper tie-in to existing surface structures as per the City of North Battleford Specifications and disposal to the approved disposal location.

5.1.1. Payment: Unit price as per square meter of gridding.

5.1.2. Measurement: Will be by surveyed field quantities of each item.

- 5.2. Granular Base/Subbase Course (Contractor Supplied) - shall include supply of approved aggregate, preparation of existing base or underlying course, moistening, installation of granular aggregate, moistening, spreading, compacting as per the specifications, finishing and protecting the surface of the course until pavement is placed.

5.2.1. Payment: Unit price per square meter for each layer of specified compacted thickness.

5.2.2. Measurement: Will be from either from face of curb to face of curb, lip of gutter to lip of gutter, or from the approved edge of road to approved edge of road as per the drawings and specifications, by the square meter as per the schedule of quantities unit. There will be NO payment for any overbuilds.

- 5.3. Granular Subbase Course (City Supplied) - shall include transportation, preparation of existing base, moistening, installation of granular base course aggregate, moistening, spreading, compacting as per the specifications, finishing and protecting the surface of the base course until pavement is placed.

5.3.1. Payment: Unit price per square meter for each layer of specified compacted thickness.

5.3.2. Measurement: Will be from either from face of curb to face of curb, lip of gutter to lip of gutter, or from the approved edge of road to approved edge of road as per the drawings and specifications, by the square meter as per the schedule of quantities unit. There will be NO payment for any overbuilds.

- 5.4. Hot Mix Asphaltic Concrete or Super Pave Asphaltic Concretes - shall include the preparation of the job mix design and job mix formula, supply of aggregates and asphalt, mixing, transporting, laying and compacting the asphalt course to the specified grade, thickness and density as per drawings and specifications. This item shall also include the adjustment of all utility structures, cleaning of the previous base, provision of tack coat as required, and clean-up.

- 5.4.1. Payment: Unit price per tonne of asphalt course in place to the specified thickness and density.
- 5.4.2. Measurement: Unit price per tonne of hot mix asphalt concrete in place to the specified thickness and density measured from the either from face of curb to face of curb, lip of gutter to lip of gutter, or from the approved edge of road to approved edge of road as per the drawings and specifications, of the full thickness of asphalt product.
- 5.5. Temporary Access, Temporary Bump Ramping, Turnaround and Emergency Access – There will be no extra payment for base gravel flaring or subgrade preparation outside of the asphalt.

6. MEASUREMENT AND PAYMENT METHODS – MISCELLANEOUS AND PROVISIONAL ITEMS

- 6.1. Miscellaneous Items – shall include any work specific to this contract, not covered by items above, but noted in the schedule of quantities. Items designated in the contract as “Provisional” will be paid for at the applicable price only if they are used in the work.
 - 6.1.1. Payment: Unit prices noted in the schedule of quantities.
 - 6.1.2. Measurement: As specified by the City’s Engineer for the specific item in question.
 - 6.1.3. Note: Any other items of construction necessary to complete the work which are not noted as specific items in the schedule of quantities. Will be regarded as operations which are part of the work, and no additional payment will be made for these operations.

END OF SECTION

SECTION 01.02.00. PAYMENT PROCEDURES

1. RELATED REQUIREMENTS

- 1.1. Refer to Section 00.02.06 - Bid Form Supplement E – Unit Price Form.
- 1.2. Refer to Section 00.06.00 - Supplemental Conditions.

2. INVOICE SCHEDULE OF VALUES

- 2.1. Provide the invoice schedule of values in an electronic spreadsheet format that provides for the inclusion of the following information:
 - 2.1.1. Identifying information including contract number, project number, title and location of the Work, name of Contractor, number and date of application for payment, and period covered by the application for payment.
 - 2.1.2. A work breakdown structure that is in accordance with the schedules under Section 00.02.06 - Bid Form Supplement E – Unit Price Form, sufficient and comprehensive to facilitate City Engineer's evaluation of applications for payment at an appropriate level of detail.

3. CASH FLOW PROJECTION

- 3.1. Prior to the first application for payment submit, for City Engineer's review, a forecast of approximate monthly progress payments for each month of the Contract Time.
- 3.2. Submit revised cash flow forecasts monthly.

4. WORKER'S COMPENSATION CLEARANCE

- 4.1. Submit proof of workers' compensation clearance with each application for payment.

5. STATUTORY DECLARATIONS

- 5.1. Submit a statutory declaration with each application for payment except the first.
- 5.2. An electronic Statutory Declaration of Progress Payments template is provided and must be used by the Contractor. The Contractor must not recreate, reformat, or modify the template, including altering font size, font type, or font color, or by adding colors, pictures or diagrams.

6. PAYMENT FOR PRODUCTS STORED ON OR OFFSITE

- 6.1. The City may, due to extraordinary circumstances and at City's sole discretion, make payments for Products delivered to and stored at a location prior to installation and other than Place of the Work, subject to:
 - 6.1.1. A request submitted by the Contractor in writing, with appropriate justification,
 - 6.1.2. Details of the storage location if stored on-site,

- 6.1.3. Written confirmation that the materials will be stored in a Bondable storage facility if stored off- site, and
- 6.1.4.** Whatever conditions City may establish for such payments, as required to protect City's interests.

6.1.5. STATUTORY DECLARATION OF PROGRESS PAYMENTS

Name of Contractor: _____

Made by above-mentioned Contractor as condition for either:

Second and Subsequent Progress Payments; or	
Release of Holdback	

Application Payment Number: _____ Date: _____

**Above-mentioned payment number is the last application for payment for which the Contractor has received payment.*

Contract Documents Information:

Name of Project:	
Date of Contract:	
Name of Owner:	The City of North Battleford

Declaration:

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Contractor, and such have authority to bind the Contractor, and have personal knowledge of the fact that all accounts for labor, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Contractor in the performance of the work as required by the Contract, and for which the City might in any way be held responsible, have been paid in full as required by the Contract up to and including the latest progress payment received, as identified above, except for:

- 1) Holdback monies properly retained,
- 2) Payments deferred by agreement, or
- 3) Payment withheld by reason of legitimate dispute which has been identified to the party or parties from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is one of the same force and effect as if made under oath.

Declared before me in _____ (City/Town and Province) this _____
day of _____ in the year _____.

(Name)

(Title)

(Signature)

(A Commissioner of Oaths, Notary Public, Justice of the Peace, etc.)

END OF SECTION

SECTION 01.03.00. SUBSTITUTION PROCEDURES

1. DEFINITIONS

- 1.1. Substitution: a Product, a manufacturer or both, not originally specified in the Contract Documents by proprietary name but proposed for use by Contractor in place of a Product, a manufacturer, or both, specified by proprietary name.

2. SUBSTITUTION PROCEDURES

- 2.1. Contractor may propose a Substitution wherever a Product or manufacturer is specified by proprietary name(s), unless there is accompanying language indicating that Substitutions will not be considered.
- 2.2. Provided a proposed Substitution submission includes all the information specified in this Section under Submission Requirements. For Proposed Substitutions, the City will review and accept or reject the proposed Substitution.
- 2.3. The City may accept a Substitution if satisfied that:
 - 2.3.1. The proposed substitute Product is the same type as, is capable of performing the same functions as, interfaces with adjacent work the same as, and meets or exceeds the standard of quality, performance and, if applicable, appearance and maintenance considerations, of the specified Product,
 - 2.3.2. The proposed substitute manufacturer has capabilities comparable to the specified manufacturer, and
- 2.4. The Substitution provides a benefit to the City.
- 2.5. If the Contractor fails to order a specified Product or order a Product specified by a manufacturer in an adequate time to meet the Contractor's construction schedule, the City will not consider that a valid reason to accept a Substitution.
- 2.6. During construction, if the City accepts a Substitution, the change in the Work will be documented in the form of either a Supplemental Instruction or Change Order.
- 2.7. If a Substitution is accepted in the form of a Supplemental Instruction or Change Order, the Contractor shall not revert to an originally specified Product or manufacturer without the City's prior written acceptance.

3. SUBMISSION REQUIREMENTS FOR PROPOSED SUBSTITUTIONS

- 3.1. Include with each proposed Substitution the following information:
 - 3.1.1. Identification of the Substitution, including product name and manufacturer's name, address, telephone numbers, and website.
 - 3.1.2. Reason(s) for proposing the Substitution.

- 3.1.3. A statement verifying that the Substitution will not affect the Contract Price and Contract Time or, if applicable, the amount and extent of a proposed increase or decrease in Contract Price and Contract Time on account of the Substitution.
- 3.1.4. A statement verifying that the Substitution will not affect the performance or warranty of other parts of the Work.
- 3.1.5. Manufacturer's Product literature for Substitution, including material descriptions, compliance with applicable codes and reference standards, performance and test data, compatibility and contiguous materials and systems, and environmental considerations.
- 3.1.6. Product samples as applicable.
- 3.1.7. A summarized comparison of the physical properties and performance characteristics of the specified Product and the Substitution, with any significant variations clearly highlighted.
- 3.1.8. Availability of maintenance services and sources of replacement materials and parts for the Substitution, as applicable, including associated costs and time frames.
- 3.1.9. If applicable, estimated life cycle cost savings resulting from the Substitution.
- 3.1.10. Details of other projects and applications where the Substitution has been used.
- 3.1.11. Identification of any consequential changes in the Work to accommodate the Substitution and any consequential effects on the performance of the Work as a whole. A later claim for an increase to the Contract Price or Contract Time for other changes in the Work attributable to the Substitution will not be considered.

END OF SECTION

SECTION 01.04.00. PROJECT MEETINGS

1. ADMINISTRATIVE

- 1.1. City's Engineer or City's Project Leader to schedule and administer project meetings throughout the progress of the work.
- 1.2. City's Engineer or City's Project Leader to prepare agenda for meetings.
- 1.3. City's Engineer or City's Project Leader to distribute written notice of each meeting a minimum of two days in advance of the meeting date.
- 1.4. City's Engineer or City's Project Leader to chair meetings.
- 1.5. City's Engineer or City's Project Leader to record the meeting minutes. Including significant proceedings and decisions. Identify action by parties.
- 1.6. City's Engineer or City's Project Leader to produce and distribute copies of minutes within 7 days after meetings. Contractor is responsible to transmit minutes to affected subcontractors not in attendance.
- 1.7. Representative of Contractor, Subcontractor and suppliers attending meetings will be qualified and authorized to act on behalf of party each represents.

2. PRECONSTRUCTION MEETING

- 2.1. Within 15 days after the award of the Contract, request a meeting of parties in the contract to discuss and resolve administrative procedures and responsibilities.
- 2.2. The City, Contractor, Subcontractors, field inspectors and supervisors may be requested to be in attendance.
- 2.3. The City's Engineer or City's Project Leader to establish time and location of the meeting and notify parties concerned a minimum of 5 days before meeting.
- 2.4. Incorporate mutually agreed variations to Contract Documents into Agreement, prior to signing.
- 2.5. Agenda to include:
 - 2.5.1. Appointment of official representative of participants in the Work
 - 2.5.2. Establish lines of communication
 - 2.5.3. Review of contract agreement status.
 - 2.5.4. Review the requirements of permits governing the Work.
 - 2.5.5. Work sequence.
 - 2.5.6. Schedule of Work: formatted in accordance with Contract Documents.
 - 2.5.7. Schedule of submission of shop drawings and samples. Submit submittals in accordance with Section 01.06.00 Submittal Procedures.

- 2.5.8. Requirements for temporary facilities, site sign, offices, storage sheds, utilities, fences.
- 2.5.9. Delivery schedule of specified equipment.
- 2.5.10. Site security.
- 2.5.11. Management of proposed changes, change orders, procedures, approvals required, mark- up percentages permitted, time extensions, overtime, administrative requirements.
- 2.5.12. Record drawings.
- 2.5.13. Maintenance manuals.
- 2.5.14. Commissioning planning and execution.
- 2.5.15. Take-over procedures, acceptance, warranties.
- 2.5.16. Monthly progress claims, administrative procedures, photographs, holdbacks.
- 2.5.17. Appointment of inspection and testing agencies or firms.
- 2.5.18. Insurances, transcript of policies.

3. PROGRESS MEETINGS

- 3.1. During the course of Work, the City's Engineer or City's Project Leader to schedule progress meetings on a monthly basis.
- 3.2. The City's Engineer or City's Project Leader, Contractor, Subcontractors, fields inspectors and supervisors may be requested to be in attendance.
- 3.3. The City's Engineer or City's Project Leader to record minutes of meetings and circulate to attending parties and affected parties not in attendance within 7 days after the meeting.
- 3.4. Agenda to include the following:
 - 3.4.1. Review, approval of minutes of the previous meeting.
 - 3.4.2. Review of Work progress since the previous meeting.
 - 3.4.3. Field observations, problems, conflicts.
 - 3.4.4. Problems that impede construction schedule.
 - 3.4.5. Review off-site fabrication delivery schedules.
 - 3.4.6. Corrective measures and procedures to regain projected schedule.
 - 3.4.7. Revision to the construction schedule.
 - 3.4.8. Progress schedule, during the succeeding work period.
 - 3.4.9. Review submittal schedules: expedite as required.

3.4.10. Maintenance of quality standards.

3.4.11. Review proposed changes for effect on construction schedule and on completion date.

3.4.12. Other business.

END OF SECTION

SECTION 01.05.00. CONSTRUCTION SCHEDULE – BAR (GANTT) CHART

1. DEFINITIONS

- 1.1. Activity: element of Work performed during the course of the Project. Activity normally has expected duration and expected cost and expected resource requirements. Activities can be subdivided into tasks.
- 1.2. Bar Chart (Gantt Chart): graphic display of schedule-related information. In a typical bar chart, activities or other Project elements are listed down left side of chart, dates are shown across top, and activity durations are shown as date-placed horizontal bars. Generally, Bar Charts should be derived from commercially available computerized project managementsystem.
- 1.3. Baseline: original approved plan (for project, work package, or activity), plus or minus approved scope changes.
- 1.4. Construction Work Week: Monday to Friday, inclusive, will provide five-day work week and define schedule calendar working days as part of Bar (Gantt) Chart submission.
- 1.5. Duration: number of work periods (not including holidays or other nonworking periods) required to complete the activity or other project element. Usually expressed as workdays or workweeks.
- 1.6. Master Plan: a summary-level schedule that identifies major activities and key milestones.
- 1.7. Milestone: significant event in the project, usually completion of a major deliverable.
- 1.8. Project Schedule: planned dates for performing activities and the planned dates for meeting milestones. Dynamic, detailed record of tasks or activities that must be accomplished to satisfy Project objectives. Monitoring and control process involves using Project Schedule in executing and controlling activities and is used as basis for decision making throughout project life cycle.
- 1.9. Project Planning, Monitoring and Control System: overall system operated by City to enable monitoring of project work in relation to established milestones.

2. REQUIREMENTS

- 2.1. Ensure Master Plan and Detail Schedules are practical and remain within specified Contract duration.
- 2.2. Plan to complete Work in accordance with prescribed milestones and time frame.
- 2.3. Ensure that it is understood that Award of Contract or time of beginning, rate of progress, Interim Certificate and Final Certificate as defined times of completion are of essence of this contract.

3. ACTION AND INFORMATIONAL SUBMITTALS

- 3.1. Provide submittals in accordance with Section 01.06.00 Submittal Procedures.
- 3.2. Submit to the City's Engineer within 10 working days of Award of Contract, a Bar (Gantt) Chart as Master Plan for planning, monitoring and reporting of project progress.

4. MASTER PLAN

- 4.1. Structure schedule to allow orderly planning, organizing and execution go Work as Bar Chart (Gantt).
- 4.2. The City's Engineer will review and return revised schedules within 7 working days.
- 4.3. Revise impractical schedule and resubmit within 7 working days.
- 4.4. Accepted revised schedule will become Master Plan and be used as baseline for updates.

5. PROJECT SCHEDULE

- 5.1. Ensure detailed Project Schedule is broken out to clearly display work on all projects within the construction package.

6. PROJECT SCHEDULE REPORTING

- 6.1. Update Project Schedule on monthly basis reflecting activity changes and completions, as well as activities in progress, and at any time at the request of the City's Engineer.
- 6.2. Include as part of Project Schedule, narrative report identifying Work status to date, comparing current progress to baseline, presenting current forecasts, defining problem areas, anticipated delays and impact with possible mitigation.

7. PROJECT MEETINGS

- 7.1. Discuss Project Schedule at regular site meetings, identify activities that are behind schedule and provide measures to regain slippage. Activities considered behind schedule are those with projected start or completion dates later than current approved dates shown on baseline schedule.
- 7.2. Weather related delays with their remedial measures will be discussed and negotiated.

END OF SECTION

SECTION 01.06.00. SUBMITTAL PROCEDURES

1. RELATED REQUIREMENTS

- 1.1. Section 01.07.00 - Health And Safety Requirements
 - 1.1.1. Submit site-specific Health and Safety Plan
 - 1.1.2. Submit electronic copies of Contractor's authorized representative's work site health and safety inspection reports to the City.
 - 1.1.3. Submit copies of reports or directions issued by Federal, Provincial and Territorial health and safety inspectors.
 - 1.1.4. Submit copies of incident and accident reports.
- 1.2. Section 01.08.00 - Environmental Procedures
- 1.3. Submit site-specific Environmental Protection Plan (EPP) as required within Section 01.08.00 - Environmental Procedures
- 1.4. Section 01.010.00 – Traffic Control.
 - 1.4.1. Submit Traffic Accommodation Plan in accordance with Saskatchewan Ministry of Highways and Traffic Control Device Manual for Work Zones at least one week prior to the Pre- construction Meeting for all locations where work occurs within 10 meters of a roadway.
- 1.5. Section 01.014.00 – Closeout Submittals.
 - 1.5.1. Submit all documents as required in Section 01.014.00 – Closeout Submittals.

2. ADMINISTRATIVE

- 2.1. Submit to the City's Engineer or City's Project Leader submittals listed for review. Submit promptly and in orderly sequence to not cause delay in Work. Failure to submit in ample time is not considered sufficient reason for extension of Contract Time and no claim for extension by reason of such default will be allowed.
- 2.2. Do not proceed with Work affected by submittal until review is complete.
- 2.3. Present shop drawings, product data, samples and mock-ups in SI Metric units.
- 2.4. Where items or information is not produced in SI Metric units converted values are acceptable.
- 2.5. Review submittals prior to submission to the City's Engineer or City's Project Leader. This review represents that necessary requirements have been determined and verified, or will be, and that each submittal has been checked and coordinated with requirements of Work and Contract Documents. Submittals not stamped, signed, dated, and identified as to specific project will be returned without being examined and considered rejected.

- 2.6. Notify the City's Engineer or City's Project Leader, in writing at time of submission, identifying deviations from requirements of Contract Documents stating reasons for deviations.
- 2.7. Verify field measurements and affected adjacent Work are coordinated.
- 2.8. Contractor's responsibility for errors and omissions in submission is not relieved by the City's Engineer or City's Project Leader's review of submittals.
- 2.9. Contractor's responsibility for deviations in submission from requirements of Contract Documents is not relieved by the City's Engineer or City's Project Leader review.
- 2.10. Keep one reviewed copy of each submission on site.

3. PHOTOGRAPHIC DOCUMENTATION

- 3.1. Submit electronic copies of color digital photography in either .jpg or .pdf format, standard resolution, monthly, with progress statement and as directed by the City's Engineer or City's Project Leader.
- 3.2. Project identification: name and number of project and date of capture indicated.
- 3.3. Number of viewpoints: 4 locations
 - 3.3.1. Viewpoints and their location as determined by the City's Engineer or City's Project Leader.
- 3.4. Frequency of photographic documentation: monthly and as directed by the City's Engineer or City's Project Leader.

4. CERTIFICATES AND TRANSCRIPTS

- 4.1. Immediately after award of Contract, submit the Worker's Compensation Board status.
- 4.2. Submit transcription of insurance immediately after award of the Contract.

END OF SECTION

SECTION 01.07.00. HEALTH AND SAFETY REQUIREMENTS

1. ACTION AND INFORMATION SUBMITTALS

- 1.1. Submit in accordance with Section 01.06.00 - Submittal Procedures
- 1.2. Submit site-specific Health and Safety Plan: within 7 days after the date of Notice to Proceed and prior to commencement of Work. Health and Safety Plan must include:
 - 1.2.1. Results of site-specific safety hazard assessment.
 - 1.2.2. Results of safety and health risk or hazard analysis for site tasks and operation.
- 1.3. Submit electronic copies of Contractor's authorized representative's work site health and safety inspection reports to the City's Health and Safety Coordinator.
- 1.4. Submit copies of reports or directions issued by Federal, Provincial and Territorial health and safety inspectors.
- 1.5. Submit copies of incident and accident reports.

2. FILING OF NOTICE

- 2.1. File Notice of Project with Saskatchewan authorities prior to the beginning of the Work.
- 2.2. Work zone locations include:
 - 2.2.1. Refer to Section 00.03.00.1 – The Work.
- 2.3. Contractor shall agree to install proper site separation and identification in order to maintain time and space at all times throughout life of the project.

3. SAFETY ASSESSMENT

- 3.1. Perform site-specific safety hazard assessment related to the project.

4. MEETINGS

- 4.1. Schedule and administer Health and Safety meeting with the City's Health and Safety Coordinator prior to commencement of Work. This meeting may be included in the pre-construction meeting.

5. RESPONSIBILITY

- 5.1. For the purposes of his Contract with respect to Health and Safety, the following definitions apply:
 - 5.1.1. Contractor – A Contractor is an individual, business or other entity retained by the City who performs their service for the City. This term applies to all contractors, all contractor employees and any sub-contractors hired by the Contractor.
 - 5.1.2. Service Provider – Includes contractors, subcontractors, consultants and suppliers who complete business on City properties or worksites.

- 5.1.3. Competent Worker – With respect to a particular task or duty, includes a worker who is being trained to perform that task or carry out that duty who is under close and competent supervision during that training.
- 5.1.4. Health and Safety Coordinator – City representative who is a resource for Occupational Health and Safety Acts and Regulations interpretation and implementation.
- 5.1.5. Project Leader – City representative who is responsible for the completion of the work that the contractor or service provider has been engaged for.
- 5.2. The Health and Safety Coordinator will:
 - 5.2.1. Assist with identifying and resolving health and safety issues.
 - 5.2.2. Coordinate pre-construction meetings with the Project Leader.
 - 5.2.3. Complete planned and unplanned work site inspections, make health and safety recommendations as required.
- 5.3. Contractors / Service Providers will:
 - 5.3.1. Cooperate and comply with the City of North Battleford Safety Program.
 - 5.3.2. Perform all work in a safe manner and refuse to participate in unsafe activities.
 - 5.3.3. Provide Competent Workers.
 - 5.3.4. Provide necessary education, training and safety equipment of their employees.
 - 5.3.5. The Contractor shall have complete control of the work and work area and will provide accurate and competent supervision of the workers.
 - 5.3.6. Inspect the project work areas and correct any hazards identified.
 - 5.3.7. Investigate any accidents, injuries or near misses, no matter how slight, (including property damage), and provide a copy of the investigation report to the City Project Leader and City Health and Safety Coordinator or designated alternate.
 - 5.3.8. Address any non-compliance issues with their staff and take appropriate corrective and/or disciplinary action.
 - 5.3.9. The Contractor will ensure the following Emergency Procedures are in place for all worksites on or in City property and are understood by all onsite staff and sub-contractors. Copies of the procedures will be forwarded by the Contractor to the Health and Safety Coordinator:
 - i. Emergency procedures
 - ii. Emergency evacuation plan
 - iii. First Aid

- 5.3.10. Hold a documented toolbox meeting and other safety meetings as required during the execution of the work. Copies of the Toolbox and Safety Meetings to be made available to the City upon request.
- 5.3.11. Contractors shall ensure that a risk assessment is completed on all projects. Documentation verifying the Contractor's staff and sub contractors have completed the necessary safety training for work being performed will be made available to the City upon request.
- 5.3.12. The Contractor is responsible for supplying, and for ensuring all workers wear required PPE and that such PPE is kept in good condition.
- 5.3.13. Provide a current and active WCB account number and COR number (if certified).
- 5.3.14. Cooperate with the City in all matters relating to health and safety.

6. POSTING OF DOCUMENTS

- 6.1. Ensure applicable items, articles, notices and orders are posted in a conspicuous location on site in accordance with Acts and Regulations of Saskatchewan having jurisdiction.

7. CORRECTION OF NON-COMPLIANCE

- 7.1. Immediately address health and safety non-compliance issues identified by the authority having jurisdiction.
- 7.2. Provide the City's Engineer, City's Project Leader or City's Health and Safety Coordinator with written report of action taken to correct non-compliance of health and safety issues identified.
- 7.3. The City's Engineer, City's Project Leader or City's Health and Safety Coordinator may stop Work if non-compliance of Health and Safety regulations is not corrected.

8. POWDER ACTUATED DEVICES

- 8.1. Use powder actuated devices only after receipt of written permission from the City's Engineer.

END OF SECTION

SECTION 01.08.00. ENVIRONMENTAL PROCEDURES

1. DEFINITIONS

- 1.1. Environmental Pollution and Damage: presence of chemical, physical, biological elements or agents which adversely affect human health and welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to humans; or degrade environment aesthetically, culturally and/or historically.
- 1.2. Environmental Protection: prevention/control of pollution and habitat or environment disruption during construction.

2. REFERENCE STANDARDS

- 2.1. Canadian Society of Landscape Architects (CSLA) / Canadian Nursery Landscape Association (CNLA)
 - 2.1.1. Canadian Landscape Standard 2016, First Edition
 - 2.1.2. Canadian Nursery Stock Standard 2017, Ninth Edition
- 2.2. United States Environmental Protection Agency (EPA), Office of Water
 - 2.2.1. EPA-883-R-06-004, Developing Your Stormwater Pollution Prevention Plan: A Guide for Construction Sites

3. ACTION AND INFORMATION SUBMITTALS

- 3.1. Submit in accordance with Section 01.06.00 – Submittal Procedures.
- 3.2. Submit Environmental Protection Plan (EPP) for review and approval by the City's Engineer before delivering materials to site or commencing construction activities.
- 3.3. EPP shall include comprehensive overview of known or potential environmental issues to be addressed on site during construction.
- 3.4. Address topics at level of detail commensurate with environmental issue and required construction tasks.
- 3.5. Include in Environmental Protection Plan (EPP);
 - 3.5.1. Names of persons responsible for ensuring adherence to EPP.
 - 3.5.2. Names and qualifications of persons responsible for manifesting hazardous waste to be removed from site.
 - 3.5.3. Names and qualifications of persons responsible for training site personnel.
 - 3.5.4. Descriptions of environmental protection personnel training program.
 - 3.5.5. Submit a Spill Control Plan (SCP) including procedures, instructions, and reports to be used in event of unforeseen spill of regulated substance.

- 3.5.6. Submit a Solid Waste Disposal Plan (SWDP) for non-hazardous solid wastes identifying methods and locations for solid waste disposal including clearing debris.
- 3.5.7. Submit a site-specific Contaminant Prevention Plan (CPP) identifying the proper procedures and actions to be implemented to prevent potentially or expected hazardous substances due to the presence of any hazardous substances within the project site. The intent of the CPP is to:
 - i. Prevent introduction of designated substances (DS) into air, water, or ground;
 - ii. Detail provisions for storage and handling of these materials in compliance with Federal, Provincial, and Municipal laws.

4. SITE CLEARING AND PLAN PROTECTION

- 4.1. Protect trees and plants on site and adjacent properties in accordance with the Canadian Standard – First Edition, Section 03 – Site Preparation and Protection of Existing Site Elements.
- 4.2. Protect trees and shrubs adjacent to construction work, storage areas, boulevards, trucking lanes, and encase with protective wood framework from level grade to height of two (2) meters minimum. Ensure that control measures used for protection are in compliance with Municipal laws and regulations.
- 4.3. Protect roots of designated trees to dripline during excavation and site grading to prevent disturbance or damage.
 - 4.3.1. Avoid unnecessary traffic, dumping and storage of materials over root zones.
- 4.4. Minimize stripping of topsoil and vegetation.
- 4.5. Restrict tree removal to areas indicated or designated by the City's Engineer. Obtain permits before trees removal in accordance with the requirements to the authorities having jurisdiction.

5. POLLUTION CONTROL

- 5.1. Maintain temporary erosion and pollution control features installed under this Contract in accordance with the site specific EPP.
- 5.2. Control emissions from equipment and plants in accordance with local authorities' emission requirements. Check with local authorities for any environmental compliance requirements.
- 5.3. Cover or wet down dry materials and rubbish to prevent blowing dust and debris. Provide dust control for temporary roads.

6. HISTORICAL DISCOVERIES/CONTROL

- 6.1. Refer to site-specific project plans for procedures in identifying and protecting historical and archaeological resources previously known to be on project site or discovered during construction.
 - 6.1.1. Plan to include methods to ensure protection of known or discovered resources and identify lines of communication between Contractor personnel and the City's Engineer or City's Project Leader.
- 6.2. Promptly report the discovery of contaminated soils to the City's Engineer or City's Project Leader. Failure to do so will result in the City issuing an indefinite stop work order.
- 6.3. The City's Health and Safety Coordinator may implement additional health and safety procedures for substance discoveries, which could include stopping work in the area of contamination discovery, securing the worksite and taking appropriate measures to protect workers in public safety.
- 6.4. Laboratory testing may be conducted if suspected contaminated water or soil is encountered at the expense of the City. Testing must be completed by a certified laboratory.
- 6.5. The discover of a substance must be reported to the Saskatchewan Ministry of Environment if:
 - 6.5.1. The substance may cause or is causing an adverse effect.
 - 6.5.2. The substance discovered is in a quantity or concentration that could pose a serious risk to the environment or public health or safety, or
 - 6.5.3. The substance meets the criteria set out by the provincial Discharge and Discovery Reporting Standard for the applicable media with respect to that substance.
- 6.6. Upon completion of investigation, the City's Engineer or City's Project Leader will advise the Contractor on any necessary rectification actions to be taken before commencing with work.

7. NOTIFICATION

- 7.1. The City's Engineer or City's Project Leader will notify Contractor in writing of observed non-compliance with Federal, Provincial environmental laws and regulations or Municipal environmental laws, permits, and other elements of site-specific plans, as applicable.
- 7.2. Contractor after receipt of such notice, shall inform the City's Engineer or City's Project Leader of proposed corrective action and take such action to obtain approval of the City's Engineer or City's Project Leader.
 - 7.2.1. Take action only after receipt of written approval by the City's Engineer or City's Project Leader.

- 7.3. The Engineer will issue stop order of work until satisfactory corrective action has been taken.

8. CLEANING

- 8.1. Progress Cleaning: clean in accordance with Section 01.013.00 - Cleaning.
- 8.1.1. Leave work areas clean at the end of each day.
- 8.2. Burying rubbish and waste materials on site is not permitted unless approved in writing by the City's Engineer or City's Project Leader.
- 8.3. Ensure public waterways, storm and sanitary sewers remain free of waste and volatile materials disposal.
- 8.4. Proceed with final cleaning upon completion and removal of surplus materials, rubbish, tools and equipment in accordance with Section 01.013.00 - Cleaning.
- 8.5. Separate waste materials for reuse and recycling, remove recycling containers and bins from site and dispose of materials at appropriate facility.

END OF SECTION

SECTION 01.09.00. CONSTRUCTION FACILITIES

1. RELATED REQUIREMENTS

- 1.1. Submit in accordance with Section 01.06.00 – Submittal Procedures.

2. REFERENCE STANDARDS

- 2.1. CSA Group (CSA)
 - 2.1.1. CSA-A23.1/A23.2-04 Concrete Materials and Methods of Concrete Construction/Methods of Test and Standard Practices for Concrete.
 - 2.1.2. CSA-012100M1978(R2003), Douglas Fir Plywood
 - 2.1.3. CAN/CSA-Z321-96(R2001), Signs and Symbols for the Occupational Environment.

3. ACTION AND INFORMATION SUBMITTALS

- 3.1. Provide submittals in accordance with Section 01.06.00 – Submittal Procedures.

4. INSTALLATION AND REMOVAL

- 4.1. Prepare site plan indicating proposed location and dimensions of area to be fenced and used by Contractor, number of trailers to be used (if any), avenues of ingress/egress to fenced area and details of fence installation.
- 4.2. Identify areas which have to be gravelled to prevent tracking of mud.
- 4.3. Indicate use of supplemental or other staging area.
- 4.4. Provide construction facilities in order to execute work expeditiously.
- 4.5. Remove from site all such work after use.

5. HOISTING

- 5.1. Provide, operate and maintain hoists and cranes required for moving of workers, materials and equipment. Make financial arrangements with Subcontractors for their use of hoists.
- 5.2. Hoists and cranes to be operated by qualified operators.

6. SITE STORAGE/LOADING

- 6.1. Confine work and operations of employees by Contract Documents. Do not unreasonably impede premises with products.
- 6.2. Do not load or permit to load any part of Work with weight or force that will endanger Work.

7. CONSTRUCTION PARKING

- 7.1. Parking will be permitted on site provided it does not disrupt performance of Work.

7.2. Provide and maintain adequate access to the projectsite.

8. SECURITY

8.1. The Contractor will provide security fencing for materials, and enclosures and surrounding working areas.

8.2. If required, pay for responsible security personnel to guard site and contents of site after working hours and during holidays.

9. EQUIPMENT, TOOL AND MATERIALS STORAGE

9.1. Provide and maintain, in clean and orderly condition, lockable weatherproof sheds for storage of tools, equipment and materials.

9.2. Locate materials not required to be stored in weatherproof sheds on site in manner to cause least interference with work activities.

10. SANITARY FACILITIES

10.1. Provide sanitary facilities for work force in accordance with governing regulations and ordinances.

10.2. Post notices and take precautions as required by local health authorities. Keep area and premises in sanitary condition.

10.3. Permanent facilities may be used only on approval of the City.

11. CONSTRUCTION SIGNAGE

11.1. Provide and erect project sign, within three weeks of signing Contract, in a location designated by the City.

11.2. Where required by the funding agreement, sign to comply with requirements of federal/provincial funding agreements.

11.3. No other signs or advertisements, other than warning signs, are permitted on site.

11.4. Signs and notices for safety and instruction in both official languages Graphic symbols to CAN/CSA- Z321.

11.5. Maintain approved signs and notices in good condition for duration of project, and dispose off-site upon completion of project or earlier if directed by the City's Engineer or City's Project Leader.

12. PROTECTION AND MAINTENANCE OF TRAFFIC AND TRAVELLEDWAYS

12.1. Provide access and temporary relocated roads as necessary to maintain traffic flow during construction.

- 12.2. Maintain and protect traffic on affected roads during construction period except as otherwise specifically directed by the City's Engineer or City's Project Leader.
- 12.3. Provide measures for protection and diversion of traffic, provide safe and secure locations for material deliveries and offloading areas, including provision of watch-persons and flag-persons, erection of barricades, placing of lights around and in front of equipment and work, and erection and maintenance of adequate warning, danger, and direction signs.
- 12.4. Protect travelling public from damage to person and property.
- 12.5. Contractor's traffic on roads selected for hauling material to and from site to interfere as little as possible with public traffic.
- 12.6. Verify adequacy of existing roads and allowable load limit on these roads. Contractor: responsible for repair of damage to roads caused by construction operations.
- 12.7. Construct and maintain access roads as necessary.
- 12.8. Provide necessary lighting, signs, barricades, and distinctive markings for safe movement of traffic.
- 12.9. Dust control: adequate to ensure safe operation at all times and minimize dust drift onto adjacent properties and roadways.
- 12.10. Location, grade, width, and alignment of construction and hauling roads: subject to approval by the City's Engineer or City's Project Leader.
- 12.11. Lighting: to assure full and clear visibility for full width of haul road and work areas during night work operations.
- 12.12. Provide snow removal on work site during period of Work.
- 12.13. Remove, upon completion of work, haul roads designated by the City's Engineer or City's Project Leader.

13. CLEAN UP

- 13.1. The Contractor's working area shall be maintained in a clean and orderly manner, and clean-up of the project shall be carried on as work progresses. Waste materials shall not be allowed to accumulate, haul routes must be maintained in a clean and drivable condition and on completion of construction the Contractor shall remove all waste materials and temporary facilities. Any dirt or mud tracked onto paved or surface roadways shall be immediately cleaned upon discovery.
- 13.2. The site is to be kept in a clean and orderly manner to the satisfaction of the City's Engineer or City's Project Leader. The City's Engineer or City's Project Leader at any time may identify in writing that the condition of the site is not to their satisfaction and the Contractor shall correct the situation at no expense to the City.
- 13.3. Store materials resulting from demolition activities that are salvageable.

END OF SECTION

SECTION 01.010.00. TRAFFIC CONTROL

1. REFERENCE STANDARDS

- 1.1. Saskatchewan Ministry of Highways and Infrastructure:
 - 1.1.1. .1 Traffic Control Device Manual for Work Zones – 19.

2. ACTION AND INFORMATIONAL SUBMITTALS

- 2.1. Provide submittals in accordance with Section 01.06.00 – Submittal Procedures.

3. TRAFFIC ACCOMMODATION PLAN

- 3.1. Provide the City's Engineer or City's Project Leader with a Traffic Accommodation Plan in accordance with Saskatchewan Ministry of Highways Traffic Control Device Manual for Work Zones at least one week prior to the pre- construction meeting.
- 3.2. Provide traffic control plan for residential areas, submit to City in advance of executing the Work.
- 3.3. Approval of more than one Work Area does not change the requirements of 2.1.

4. PROTECTION OF PUBLIC TRAFFIC

- 4.1. Comply with requirements of Acts, Regulations and By-Laws in force for regulation of traffic use of roadways upon or over which it is necessary to carry out Work or haul materials or equipment.
- 4.2. When working on travelled way:
 - 4.2.1. Place equipment in position to minimize interference and hazard to travelling public.
 - 4.2.2. Keep equipment units close together as working conditions permit and preferably on same side of travelled way.
 - 4.2.3. Do not leave equipment on travelled way overnight.
- 4.3. Close lanes of road only after receipt of written approval from the City's Engineer.
 - 4.3.1. Before re-routing traffic, erect suitable signs and devices to Traffic Control Device Manual for Work Zones.
 - 4.3.2. Keep equipment units close together as working conditions permit and preferably on same side of travelled way.
- 4.4. Keep travelled way graded, free from potholes and of sufficient width for required number of lanes of traffic.
 - 4.4.1. Provide 8-meter-wide minimum temporary roadway for traffic in two-way sections through Work and on detours.

- 4.4.2. Provide 5-meter-wide minimum temporary roadway for traffic in two-way sections through Work and on detours.
- 4.5. Provide and maintain road access and egress to property fronting along Work under Contract and in areas as indicated, except where other means of road access exist that meet approval of the City's Engineer.

5. INFORMATIONAL AND WARNING DEVICES

- 5.1. Provide and maintain signs, flashing warning lights and other devices required to indicate construction activities or other temporary and unusual conditions resulting from Project Work which requires road user response.
- 5.2. Supply and erect signs, delineators, barricades and miscellaneous warning devices to Traffic Control Device Manual for Work Zones.
- 5.3. Place signs and other devices in locations recommended in Traffic Control Device Manual for Work Zones.
- 5.4. Meet with City's Engineer prior to commencement of Work to prepare list of signs and other devices required for project. If situation on site changes, revise list to approval of the City's Engineer.
- 5.5. Continually maintain traffic control devices in use:
 - 5.5.1. Place Check signs daily for legibility, damage, suitability and location. Clean, repair or replace to ensure clarity and reflectance.
 - 5.5.2. Remove or cover signs which do not apply to conditions existing from day to day.

6. CONTROL OF PUBLIC TRAFFIC

- 6.1. Provide competent flag personnel, trained in accordance with, and properly equipped to Traffic Control Device Manual for Work Zones for situations as follows:
 - 6.1.1. When public traffic is required to pass working vehicles or equipment that block all or part of travelled roadway.
 - 6.1.2. When it is necessary to institute a one-way traffic system through construction area or other blockage where traffic volumes are heavy, approach speeds are high and traffic signal system is not in use.
 - 6.1.3. When workmen or equipment are employed on travelled way over brow of hills, around sharp curves or at other locations where oncoming traffic would not otherwise have adequate warning.
 - 6.1.4. Where temporary protection is required while other traffic control devices are being erected or taken down.
 - 6.1.5. For emergency protection when other traffic control devices are not readily available.

- 6.1.6. In situations where complete protection for workers, working equipment and public traffic is not provided by other traffic control devices.
- 6.1.7. At each end of restricted sections where pilot cars are required.
- 6.1.8. Delays to public traffic due to contractor's operators: 15 minutes maximum unless otherwise approved by the City.
- 6.2. Equip pilot cars with orange flashing lights and signs clearly designating vehicles as pilot cars if pilot cars are required.
- 6.3. Where roadway, carrying two-way traffic, is restricted to one lane, for 24 hours each day, provide portable traffic signal system.
 - 6.3.1. Adjust, as necessary, and regularly maintain system during period of restriction.
 - 6.3.2. Ensure signal system meets requirements of Traffic Control Device Manual for Work Zones.

END OF SECTION

SECTION 01.011.00. TEMPORARY BARRIERS AND ENCLOSURES

1. INSTALLATION AND REMOVAL

- 1.1. Provide temporary controls in order to execute Work expeditiously.
- 1.2. Remove from site all such work after use.

2. GUARD RAILS AND BARRICADES

- 2.1. Provide secure, rigid guard rails and barricades around deep excavations, open pits, and entrance points to excavations.
- 2.2. Provide as required by governing authorities.

3. ACCESS TO SITE

- 3.1. Provide and maintain access roads, sidewalk crossings, ramps, and construction runways as may be required for access to Work.
- 3.2. Do not permit public access to the site.

4. PUBLIC TRAFFIC FLOW

- 4.1. Provide and maintain competent signal flag operators as per 01.111.00 – Traffic Control.

5. FIRE ROUTES

- 5.1. Maintain access to property including overhead clearances for use by emergency response vehicles.

6. PROTECTION FOR OFF-SITE AND PUBLIC PROPERTY

- 6.1. Protect surrounding private and public property from damage during performance of Work.
- 6.2. Be responsible for damage incurred.

7. PROTECTION OF BUILDING FINISHES

- 7.1. Provide protection for finished and partially finished building finishes and equipment during performance of the Work.
- 7.2. Provide necessary screens, covers and hoardings.
- 7.3. Confirm with the City's Engineer the locations and installation schedule 3 days prior to installation.
- 7.4. Be responsible for damage incurred due to lack of improper protection.

END OF SECTION

SECTION 01.012.00. COMMON PRODUCT REQUIREMENTS

1. QUALITY

- 1.1. Products, materials, equipment, and articles incorporated in Work shall be new, not damaged, or defective, and of the best quality for the purpose intended. If requested, provide evidence as to type, source and quality of products provided.
- 1.2. Procurement policy is to acquire, in cost effective manner, items containing the highest percentage of recycled and recovered materials practicable consistent with maintaining satisfactory levels of competition. Make reasonable efforts to use recycled and recovered materials and in otherwise utilizing recycled and recovered materials in execution of work.
- 1.3. Defective products, whenever identified prior to completion of Work, will be rejected, regardless of previous inspections. Inspection does not relieve responsibility but is a precaution against oversight or error. Remove and replace defective products at own expense and be responsible for delays and expenses caused by rejection.
- 1.4. Should disputes arise as to quality or fitness of products, the decision rests strictly with the City's Engineer based upon requirements of Contract Documents.
- 1.5. Unless otherwise indicated in specifications, maintain uniformity of manufacture for any particular or like item throughout building.
- 1.6. Permanent labels, trademarks and nameplates on products are not acceptable in prominent locations, except where required for operating instructions, or when located in mechanical or electrical rooms.

2. AVAILABILITY

- 2.1. Handle and store products in manner to prevent damage, adulteration, deterioration and soiling and in accordance with manufacturer's instructions when applicable.
- 2.2. Store packaged or bundled products in original and undamaged condition with manufacturer's seal and labels intact. Do not remove from packaging or bundling until required in Work.
- 2.3. Store products subject to damage from weather in weatherproof enclosures.
- 2.4. Store cementitious products clear of earth or concrete floors, and away from walls.
- 2.5. Keep sand, when used for grout or mortar materials, clean and dry. Store sand on wooden platforms and cover with waterproof tarpaulins during inclement weather.
- 2.6. Store sheet materials, lumber and piping on flat, solid supports and keep clear of ground. Slope to shed moisture.
- 2.7. Store and mix paints in heated and ventilated room. Remove oily rags and other combustible debris from site daily. Take every precaution necessary to prevent spontaneous combustion.

- 2.8. Remove and replace damaged products at own expense and to satisfaction of the City's Engineer or City's Project Leader.
- 2.9. Touch-up damaged factory finished surfaces to the City's Engineer or City's Project Leader's satisfaction. Use touch-up materials to match original. Do not paint over name plates.

3. MANUFACTURERS INSTRUCTIONS

- 3.1. Unless otherwise indicated in specifications, install or erect products in accordance with manufacturer's instructions. Do not rely on labels or enclosures provided with products. Obtain written instructions directly from manufacturers.
- 3.2. Notify the City's Engineer or City's Project Leader in writing, of conflicts between specifications and manufacturer's instructions, so that the City's Engineer or City's Project Leader will establish a course of action.
- 3.3. Improper installation or erection of products, due to failure in complying with these requirements, authorizes the City's Engineer or City's Project Leader to require removal and re-installation at no increase in Contract Price or Contract Time.

4. QUALITY OF WORK

- 4.1. Ensure Quality of Work is of highest standard, executed by workers experienced and skilled in respective duties for which they are employed. Immediately notify the City's Engineer or City's Project Leader if required Work is such as to make it impractical to produce required results.
- 4.2. Do not employ anyone unskilled in their required duties. The City's Engineer or City's Project Leader reserves right to require dismissal from site, workers deemed incompetent, unskilled, or careless.
- 4.3. Decisions as to standard or fitness of Quality of Work in cases of dispute rest solely with the City's Engineer, whose decision is final.

5. COORDINATION

- 5.1. Ensure co-operation of workers in laying out Work. Maintain efficient and continuous supervision.
- 5.2. Be responsible for coordination and placement of openings, sleeves, and accessories.

6. REMEDIAL WORK

- 6.1. Perform remedial work required to repair or replace parts or portions of Work identified as defective or unacceptable. Coordinate adjacent affected Work as required.
- 6.2. Perform remedial work by specialists familiar with materials affected. Perform in a manner to neither damage nor put at risk any portion of Work.

7. FASTENINGS

- 7.1. Provide metal fastenings and accessories in same texture, color and finish as adjacent materials, unless indicated otherwise.
- 7.2. Prevent electrolytic action between dissimilar metals and materials.
- 7.3. Use non-corrosive hot dip galvanized steel fasteners and anchors for securing exterior work.
- 7.4. Space anchors within individual load limit or shear capacity and ensure they provide positive permanent anchorage. Wood, or any other organic material plugs are not acceptable.
- 7.5. Keep exposed fastenings to a minimum, space evenly and install neatly.
- 7.6. Fastenings which cause spalling or cracking of material to which anchorage is made are not acceptable.

8. FASTENINGS - EQUIPMENT

- 8.1. Use fastenings of standard commercial sizes and patterns with material and finish suitable for service.
- 8.2. Use heavy hexagon heads, semi-finished unless otherwise specified. Use No. 304 stainless steel for exterior areas.
- 8.3. Bolts may not project more than one diameter beyond nuts.
- 8.4. Use plain type washers on equipment, sheet metal and soft gasket lock type washers where vibrations occur. Use resilient washers with stainless steel.

9. PROTECTION OF WORK IN PROGRESS

- 9.1. Prevent overloading of parts of building. Do not cut, drill, or sleeve load bearing structural member, unless specifically indicated without written approval of the City's Engineer.

10. EXISTING UTILITIES

- 10.1. When breaking into or connecting to existing services or utilities, execute Work at times directed by local governing authorities, with minimum of disturbance to Work, and pedestrian and vehicular traffic.
- 10.2. Protect, relocate, or maintain existing active services. When services are encountered, cap off in manner approved by authority having jurisdiction. Stake and record location of capped service.

END OF SECTION

SECTION 01.013.00. CLEANING

1. PROJECT CLEANLINESS

- 1.1. Maintain Work in tidy condition, free from accumulation of waste products and debris, including that caused by City or other Contractors.
- 1.2. Remove waste materials from site at daily regularly scheduled times or dispose of as directed by the City's Engineer or City's Project Leader. Do not burn waste materials on-site, unless approved by the City's Engineer or City's Project Leader.
- 1.3. Clear snow and ice within the site if applicable, bank/pile snow in designated areas only.
- 1.4. Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.
- 1.5. Provide on-site waste containers for collection of waste materials and debris.
- 1.6. Dispose of waste materials and debris off site.
- 1.7. Use only cleaning materials recommended by manufacturer of surface to be cleaned, and as recommended by cleaning material manufacturer.
- 1.8. Schedule cleaning operations so that resulting dust, debris and other contaminants will not fall on wet, newly painted surfaces nor contaminate buildings systems.

2. FINAL CLEANING

- 2.1. When work is substantially performed, remove surplus products, tools, construction machinery and equipment not required for performance of remaining Work.
- 2.2. Remove waste products and debris other than that caused by others and leave work clean and suitable for occupancy.
- 2.3. Prior to final review remove surplus products, tools, construction machinery and equipment.
- 2.4. Remove waste products and debris including that caused by City and other Contractors.
- 2.5. Remove waste materials from site at regularly scheduled times or dispose of as directed by the City's Engineer or City's Project Leader. Do not burn waste materials on site, unless approved by the City's Engineer or City's Project Leader.
- 2.6. Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.
- 2.7. Clean and polish glass, mirrors, hardware, wall tile, stainless steel, chrome, porcelain enamel, baked enamel, plastic laminate, and mechanical and electrical fixtures. Replace broken, scratched, or disfigured glass.
- 2.8. Clean lighting reflectors, lenses, and other lighting surfaces.
- 2.9. Broom clean and wash exterior walkways, surfaces; rake clean other surfaces of grounds.

- 2.10. Remove dirt and other disfiguration from exterior surfaces.
- 2.11. Sweep and clean paved areas.
- 2.12. Clean equipment and fixtures to sanitary condition; clean or replace filters of mechanical equipment.
- 2.13. Clean drainage systems.

END OF SECTION

SECTION 01.014.00. CLOSEOUT SUBMITTALS

1. ACTION AND INFORMATIONAL SUBMITTALS

- 1.1. Provide submittals in accordance with Section 01.06.00 – Submittal Procedures.
- 1.2. Provide spare parts, maintenance materials and special tools of same quality and manufacture as products provided in the Work.
- 1.3. Provide evidence, if requested, for type, source and quality of products supplied.

2. CONTENTS – PROJECT RECORD DOCUMENTS

- 2.1. Table of Contents for Each Volume: provide title of project;
 - 2.1.1. Date of submission; names
 - 2.1.2. Names, Designation, Addresses and telephone numbers of Contractor's representatives.
 - 2.1.3. Schedule of products and systems, indexed to content of volume.
- 2.2. For each product or system:
 - 2.2.1. List names, addresses and telephone numbers of subcontractors and suppliers, including local sources of supplies and replacement parts.
- 2.3. Product Data: make each sheet to identify specific products and component parts, and data applicable to installation; delete inapplicable information.
- 2.4. Drawings: supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams.
- 2.5. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions as required to supplement product data.

3. AS-BUILT DOCUMENTS AND SAMPLES

- 3.1. Maintain, in addition to requirements in General Conditions, at the site for the City's Engineer one record copy of:
 - 3.1.1. Contract Drawings.
 - 3.1.2. Specifications.
 - 3.1.3. Addenda.
 - 3.1.4. Change Orders and other modifications to the Contract.
 - 3.1.5. Reviewed shop drawings, product data and samples.
 - 3.1.6. Field test records.
 - 3.1.7. Inspection certificates.
 - 3.1.8. Manufacturer's certificates.

- 3.2. Store record documents and samples in field office apart from documents used for construction.
 - 3.2.1. Provide files, racks, and secure storage.
- 3.3. Label record documents and file in accordance with Section number listings in List of Contents of this Project Manual.
 - 3.3.1. Label each document "PROJECT RECORD" in neat, large, printed letters.
- 3.4. Maintain record documents in clean, dry and legible condition.
 - 3.4.1. Do not use record documents for construction purposes.
- 3.5. Keep record documents and samples available for inspection by the City's Engineer or City's Project Leader.

4. RECORDING INFORMATION ON PROJECT RECORD DOCUMENTS

- 4.1. Record information on set of black line opaque drawings, provided by the City's Engineer or City's Project Leader.
- 4.2. Use felt tip marking pens, maintaining separate colors for each major system, for recording information.
- 4.3. Record information concurrently with construction progress.
 - 4.3.1. Do not conceal Work until required information is recorded.
- 4.4. Contract Drawings and Shop Drawings: mark each item to record actual construction, including:
 - 4.4.1. Measured depths of elements of foundation in relation to finish first floor datum.
 - 4.4.2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 4.4.3. Measured location of internal utilities and appurtenances, referenced to visible and accessible features of construction.
 - 4.4.4. Field changes of dimension and detail.
 - 4.4.5. Changes made by change orders.
 - 4.4.6. Details not on original Contract Drawings.
 - 4.4.7. Referenced Standards to related Shop Drawings and modifications.
- 4.5. Specifications: mark each item to record actual construction, including:
 - 4.5.1. Manufacturer, trade name, and catalogue number of each product installed particularly optional items and substitute items.
 - 4.5.2. Changes made by Addenda and change orders.

- 4.6. Other Documents: maintain manufacturer's certifications, inspection, certifications, and field test records, required by individual specifications sections.
- 4.7. Provide digital photos, if requested, for siterecords.

5. WARRANTIES AND BONDS

- 5.1. Develop warranty management plan to contain information relevant to Warranties.
- 5.2. Submit warranty management plan, 30 days before planned application for Substantial Performance, to City's approval.
- 5.3. Warranty management plan to include required actions and documents to assure that the City receives warranties to which it is entitled.
- 5.4. Provide plan in narrative form and contain sufficient detail to make it suitable for use by future maintenance and repair personnel.
- 5.5. Assemble approved information in binder, submit upon acceptance of work and organize binder as follows:
 - 5.5.1. Separate each warranty or bond with index tab sheets keyed to Table of Contents listing.
 - 5.5.2. List subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.
 - 5.5.3. Obtain warranties and bonds, executed in duplicate by subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item of work.
 - 5.5.4. Verify that documents are in proper form, contain full information, and are notarized.
 - 5.5.5. Co-execute submittals when required.
 - 5.5.6. Retain warranties and bonds until time specified for submittal.
- 5.6. Except for items put into use with City's permission, leave date of beginning of time of warranty until Date of Substantial Performance is determined.
- 5.7. Conduct joint 8-month warranty inspection, measured from the time of Substantial Performance,
 - 5.7.1. Coordinate warranty inspection meeting with the City's Engineer.
- 5.8. Include information contained in warranty management plan as follows:
 - 5.8.1. Roles and responsibilities of personnel associated with warranty process, including points of contact and telephone numbers within the organizations of Contractors, subcontractors, manufacturers or suppliers involved.
 - 5.8.2. Provide list for each warranted equipment, item, feature or construction or system indicating:

- i. Name of Item.
 - ii. Model and serial numbers.
 - iii. Location where installed.
 - iv. Name and phone numbers of manufacturers or suppliers.
 - v. Names, addresses and telephone numbers of sources of spare parts.
 - vi. Warranties and terms of warranty: include one-year overall warranty of construction. Indicate items that have extended warranties and show separate warranty expiration dates.
 - vii. Cross-reference to warranty certificates as applicable.
 - viii. Starting point and duration of warranty period.
 - ix. Summary of maintenance procedures required to continue warranty in force.
 - x. Cross-reference to specific pertinent Operation and Maintenance manuals.
 - xi. Organization, names and phone numbers of persons to call for warranty service.
 - xii. Typical response time and repair time expected for various warranted equipment.
- 5.8.3. Contractor's plans for attendance at 8-month post-construction warranty inspections.
- 5.8.4. Procedure and status of tagging of equipment covered by extended warranties.
- 5.8.5. Post copies of instructions near selected pieces of equipment where operation is critical for warranty and/or safety reasons.
- 5.9. Respond in a timely manner to oral or written notification of required construction warranty repair work.
- 5.10. Written verification to follow oral instructions.
- .1 Failure to respond will be cause for the City's Engineer or City's Project Leader to proceed with action against the Contractor.

END OF SECTION

