

**Town of Fort Qu'Appelle
PUBLIC WORKS DEPARTMENT**



**2019 REPAIR & REPLACEMENT
OF SIDEWALKS
[CONTRACT NUMBER - PW-2019-01]**



The Town of Fort Qu'Appelle is accepting tenders for the work described below. Please submit the documents listed and described in the Instructions to Bidders in a sealed opaque envelope, clearly identified with Bidder's name, Project name, and Owner's name on the outside.

Town of Fort Qu'Appelle
160 Company Ave. South
Fort Qu'Appelle, SK, S6H 3J8

Tender Close:
Thursday, March 28th, 2019
3:00 PM CST

INTENT

The Town of Fort Qu'Appelle maintains 9,340 m of sidewalk, curb and gutter infrastructure of varying ages. This infrastructure needs to be upgraded and repaired at various locations throughout the Town.

The Town is seeking experienced contractors to replace sections of sidewalk through the Town.

SCOPE OF WORK

This work involves the repair of existing combined sidewalk curb & gutter, curb & gutter, sidewalk only, median curb throughout the Town, as designated by the Public Works Manager. The work covered by this contract includes landscaping of affected areas, required asphalt replacement adjacent to replaced medians, curb and gutter.

LOCATION

Locations will be provided to the successful bidder upon award.

DATE OF CONSTRUCTION

Start Date: May 6th 2019

Completion Date: September 30th, 2019

INTRODUCTION

1. The Town of Fort Qu'Appelle (the "Owner") seeks bids from general contractors to perform and complete the work described in the Instructions to Bidders documents on a unit price basis in accordance with the Bid Documents listed below. Details regarding this project can be found in the Bid Documents.
2. The "Owner" is defined the Town of Fort Qu'Appelle.

SUBMISSION DEADLINE

3. Submit one (1) original and two (2) copies of bids in hard copy at the Town office by the time and date in the Notice to Bidders document.
4. Any bids received after the bid submission deadline will be returned to the Bidder unopened.

CONTRACT/BID DOCUMENTS

5. Bid Documents may be obtained by Bidders online at www.fortquappelle.com or at the Town office.
6. The Bid Documents consist of the following:
 - (a) Notice to Bidders
 - (b) Instructions to Bidders
 - (c) Bid Form, including:
 - (i) Contract Document Review
 - (ii) Addenda Acknowledgement
 - (iii) Unit Prices
 - (iv) Force Account Rates
 - (v) Subcontractor(s) & Material Supplier(s)
 - (vi) Conflict of Interest Disclosure
 - (d) Specifications
 - (e) Drawings
7. The Contract Documents consist of the following:
 - (a) Contract, including:
 - (i) Agreement between the Owner and Contractor
 - (ii) Consent of Surety
 - (iii) Definitions and General Conditions
8. Upon receipt of Bid Documents and Contract Documents, Bidders must verify that documents are complete and that no documents, sections, forms or pages are missing.

9. The Owner expects that Bidders will review the Bid Documents in respect of the work and will immediately notify the Owner in writing of any error, omission, inconsistency or discrepancy in the Bid Documents which would impact the bid price or completion date.
10. The Bid Documents are provided to Bidders for the sole purpose of obtaining bids for this project and do not confer any license or grant permission for any other use.

QUERIES/ADDENDA/SUBSTITUTIONS

11. Bidders may submit questions regarding the interpretation of the Bid Documents in writing to the project contacts listed in the Specifications document.
12. Questions regarding the Bid Documents must be submitted not less than three (3) working days before the bid submission deadline.
13. The Bidder must refrain from contacting other employees, consultants or members of Council of the Owner in respect of this procurement process, including for the purposes of lobbying or attempting to influence the outcome of this procurement process. Any such contact may, in the Owner's sole discretion, result in disqualification of the Bidder.
14. Where the Drawings or Specifications stipulate a particular product, material, equipment or construction method, requests for substitutions will be considered by the Public Works Manager up to three (3) working days before the bid submission deadline.
15. Requests for substitutions must be submitted to the Owner in writing. Bidders are responsible for ensuring that requests for substitutions contain sufficient information for the Owner to determine quality and performance equivalency and otherwise determine the acceptability of the requested substitution. Requests for substitutions must identify any and all changes required in the applicable work, and all changes to any other works, which would become necessary to accommodate the requested substitution.
16. If the Owner is satisfied that the requested substitution will achieve similar results to the specified product, material, equipment or construction method, the Owner may, at its option, issue a written addendum approving the substitution as an equal. All Bidders may then use that product, material, equipment, or construction method in place of the specified product, material, equipment, or construction method, and may prepare their bids accordingly.
17. If the Owner does not approve a particular requested substitution, Bidders must base their bid price upon the product, material, equipment, or construction method specified in the Drawings or Specifications.
18. The Owner may make changes to the Bid Documents prior to the bid submission deadline. Any changes will be in the form of written addenda which will be posted on www.sasktenders.ca and www.fortquappelle.com.
19. All addenda become part of the Contract Documents or the Bid Documents, as appropriate. Bidders are responsible for addressing all addenda in preparing bids and must confirm, prior to submitting bids, that all issued addenda have been received.

EXAMINATION OF THE SITE

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

COMPLETION OF BIDS

Bid Form Completion

21. Bidders must complete the Bid Form in their entirety and in accordance with these Instructions to Bidders and any directions in the Bid Form.
22. The Bid Form must be executed by an authorized representative of the Bidder.

Schedule

23. The Owner requires Substantial Performance, verified by issuance of a Construction Completion Certificate (CCC), upon the completion date of the work stated in the Bid Documents.
24. The Contract for this project establishes liquidated damages to be payable by the Contractor if, subject to excusable delays, Substantial Performance of the Work is not achieved by the required date.

Bidder Qualifications

25. Bidders **may be requested to** submit completed copies of CCDC 11 — Contractor Qualification Statement in accordance with the instructions in form CCDC 11.

Safety

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

Bid Security

28. Bids must be accompanied by a security deposit consisting of a properly executed Bid Bond in form CCDC-220 or a certified cheque for 10% of the total bid price stated in the Bid Form. Bid Bonds must be issued by a bonding company licensed in the Province of Saskatchewan to conduct the business of a surety.

Consent of Surety

29. The successful Bidder must supply one (1) of the following two (2) options within six (6) working days of notification prior to the award of bid:
- (a) a Consent of Surety, licensed to conduct business in the Province of Saskatchewan as a surety, to provide a Performance Bond and Labor and Material Payment Bond, each in an amount of 50% of the total bid price stated in the Bid Form;
 - (b) or a certified cheque in the amount of 50% of the total bid price stated in the Bid Form.

Bid Submission

30. ***Bids must include the following, completed in accordance with these Instructions to Bidders:***
- (a) one (1) original and two (2) copies the Bid Form, including the completion of all sections in their entirety;
 - (b) Bid Security, original, in the form of a 10% Bid Bond or certified cheque;
 - (c) Worker's Compensation Board Clearance Certificate.

The above items must be submitted in a sealed opaque envelope, clearly identified with Bidder's name, project name and Owner's name on the outside.

31. Bidders must disclose any actual or potential conflicts of interest that may exist between the Bidder and its management, and the Owner, its members of council and management, and the nature of such conflict of interest. The Owner's employees are ineligible to participate, directly or indirectly, with any Bidder. A Conflict of Interest Disclosure is included in the Bid Form.

Amendment/Withdrawal of Bid

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

EVALUATION OF BIDS

34. Bids will be opened publicly and evaluated in private.
35. The Owner reserves the right, as part of its evaluation of bids, to request that a Bidder provide the following additional information:
 - (a) a CCDC 11 – Contractor's Qualification Statement.
 - (b) a CCDC 11 – Contractor's Qualification Statement, with respect to any subcontractors;
 - (c) information pertaining to the Bidder's financial status, past projects, and present commitments, and
 - (d) Such other information as the Owner might reasonably require.
 - (e) A valid copy of their Town of Fort Qu'Appelle business license.
36. In evaluating bids, the Owner expects to select the Qualified Bidder with the lowest bid price.
37. The Owner will determine who is a Qualified Bidder to complete the work in its sole discretion, taking into account the following evaluation criteria:
 - (a) the qualifications and experience of the Bidder, its key personnel and the subcontractors in completing comparable projects (in terms of both complexity and value);
 - (b) the capacity (including the staffing, safety management, financial and bonding capacity) necessary to successfully and safely complete this project;
 - (c) the Bidder's capacity to complete the work in accordance the Owner's schedule;
 - (d) the completeness of a Bidder's bid submission; and
 - (e) such other criteria as the Owner considers relevant.
38. In determining the lowest bid price from among the Qualified Bidders, the Owner expects to take into consideration any Unit Prices and Force Account Rates included in the Bid Form to select the bid which provides the lowest combination of prices, as determined by the Owner in its sole discretion.
39. Qualifications will be evaluated primarily on the basis of the information provided in response to the Bid Documents. In addition, in assessing the Bidder's qualifications, experience and capacity, the Owner may have regard to the following:
 - (a) clarifications and/or additional information that may be supplied pursuant to requests from the Owner;

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- (b) interviews and/or reference checks that may be conducted at the Owner's discretion;
 - (c) previous experience of the Owner in working with the Bidder, the key personnel, and/or the Bidder's subcontractors; and
 - (d) information received from any source the Owner considers reliable.
- 40. The Owner may, in its sole discretion, request clarification from a Bidder during the evaluation process. In responding to a request for clarification, the Bidder shall not revise, amend or otherwise alter its bid.
 - 41. The Owner may establish a short list of Bidders and may, at its discretion, conduct interviews with such short-listed Bidders in order to assess Bidder qualifications, experience and capacity.
 - 42. The Owner intends to evaluate bids in the manner and based on the criteria set forth in these Instructions to Bidders, and the lowest or any bid will not necessarily be accepted.
 - 43. The Owner may, in its sole discretion, retain for consideration bids that are non-conforming because they fail to comply with these Instructions to Bidders with regard to content, form, submission process or any other matter. The Owner may waive any defects, informalities or irregularities in a bid and accept a bid which contains any such defects, irregularities or informalities.
 - 44. The Owner may, in its sole discretion, between the opening of bids and the award, if any, provide Bidders with an opportunity to correct any defects, informalities or irregularities in their bid.

BID ACCEPTANCE

- 45. Bids must remain open for acceptance and be irrevocable for a period of sixty (60) calendar days after the bid submission deadline.
- 46. The Owner will notify the selected Bidder in writing that its bid has been accepted. The Owner will then prepare the Contract Documents based on the selected bid, and will deliver the Contract Documents to the selected Bidder for execution. The effective date of the Contract Documents will be the date the selected Bidder is notified. The selected Bidder will be obligated to execute the Contract Documents and deliver the required performance security (if any) within six (6) working days after receipt of the Contract Documents for execution. Failure to do so will result in the forfeiture of the selected Bidder's Bid Security. Retaining the Bid Security in such cases shall not constitute waiver of any additional rights and remedies that the Owner may have against the Bidder.
- 47. The Owner intends to notify all unsuccessful Bidders, by letter, promptly after execution of the Contract Documents. Unsuccessful Bidders may request a debriefing interview, to obtain feedback on their submission, within four weeks after receiving a notification letter.

48. The security deposits of unsuccessful Bidders will be returned as soon as possible after the selected Bidder executes the Contract Documents and provides the prescribed performance security. If no contract is awarded, all security deposits will be returned.
49. The security deposit of the successful Bidder will be returned after the Bidder has executed the Contract Documents and delivered the required performance security.
50. The Bond or Consent of Surety is to remain in full force and effect until the expiration of the warranty period.
51. The Contractor, for the purpose of underwriting their obligation to indemnify and save harmless the Owner, according to the terms of the Contract, shall at his cost and expense, pending full performance of the Contract, and final payment by the Owner, maintain in an insurance of the kind designated and with limits not less than required by the Contract and with insurance deductibles acceptable to the Owner.
- (a) Ensure the Town is named as an "additional insured" on the contractor's insurance policy.
 - (b) Commercial public liability and property damage insurance covering all operations hereunder with inclusive limits for bodily injury, including death and property damage.
 - (c) Automobile public liability and property damage insurance covering both Contractor and Non-Contractor owned vehicle engaged in all operations hereunder.
 - (d) Before execution of the Contract and in any case before commencement of work, the Contractor shall submit to the Owner copies of the insurance policies duly signed by the Insurance Companies or their authorized agents, as required by the Contract.
 - (e) The specific requirements of insurance for projects greater than one million dollars:
 - (i) Commercial public liability and property damage \$5,000,000 each occurrence
 - (ii) Automobile public liability and property damage \$5,000,000 each occurrence

OR

The specific requirements of insurance for projects less than one million dollars:

- (iii) Commercial public liability and property damage \$2,000,000 each occurrence
- (iv) Automobile public liability and property damage \$2,000,000 each occurrence

The Owner is to be included as additional insured on all insurance requested and receive thirty (30) calendar days notification of change or collection of insurance coverage. All insurance must remain in effect for the entire length of the Contract.

52. The Contractor shall perform all work in accordance with the rules and regulations of the current Occupational Health and Safety Act and Regulations, of the Province of Saskatchewan and any amendments that may be made to these documents during the time period of the Contract. The Contractor will continue to make all contributions to the Saskatchewan Workers' Compensation Board as therein required. The Contractor shall accept all responsibility for all such contributions required to be made by a subcontractor. In the event of the Owner being held responsible for contributions to the Saskatchewan Workers' Compensation Board, which must properly be made by the Contractor or Subcontractors, the Owner may deduct the amount of any such contributions from monies payable hereunder by the Owner to the Contractor, or the Owner shall have the right to recover such monies from the surety under Bond provided in accordance with the Contract.
- Before the Contractor shall be entitled to receive payment, they shall produce to the Owner a certificate from the Saskatchewan Workers' Compensation Board in proof of payment of all contributions required to be made by the Contractor and the Subcontractor.
53. The successful Bidder will be required to obtain a Business License from the Town of Fort Qu'Appelle prior to commencing said work. Business taxes must be current. A license can be obtained for the outlined on the Town Office located at 160 Company Ave. S.
54. Provincial and Federal Taxes including the Goods and Services Tax (GST) and Provincial Sales Tax (PST) is to be remitted by the Contractor where applicable.
- In accordance with "The Education and Health Tax Act", any contractor who has not maintained a permanent place of business in Saskatchewan during the last twelve (12) months shall place with the Province of Saskatchewan Treasury Department, Taxation Branch, Regina, Saskatchewan, before commencement of the work, a bond or cash deposit equivalent to 6% of the total amount of the extended Unit Prices of the Contract for payment of Provincial Sales Tax. Confirmation of receipt and acceptance of this bond or cash deposit by the Treasury Department must be received by the Owner before payment will be issued.
55. The Contractor may claim monthly payment for the work completed, minus a 10% holdback, as per the Builders' Lien Act. The invoice must show the 10% Builders' Lien holdback on the gross amount invoiced. The 5% Goods and Services Tax (GST) will be applied to the payable amount.
56. The Builders' Lien will be held for a minimum of forty (40) calendar days after issue of the Construction Completion Certificate (CCC). To obtain the certificate, the Contractor must submit written notice for inspection, in which the Owner will promptly inspect the works and if satisfied, will issue the CCC.
- For the Owner to release the 10% Builders' Lien, the Contractor must supply a Saskatchewan Worker's Compensation Board Clearance Certificate and a Statutory Declaration stating that all assessments relative to the work under the Contract have been paid. An invoice will be required to issue payment of the Builders' Lien holdback.

The date of the CCC will be the date of the commencement of warranty. Once the Owner has released the holdback payment, the Contractor shall, by his acceptance of same, have acknowledged the payment in full of all monies due under the Contract.

At the end of the period of warranty, the issuance of the Final Acceptance Certificate (FAC) and the acceptance of the works thereof by the Owner shall constitute a waiver of all claims by the Owner and the acceptance of such FAC by the Contractor shall constitute a waiver of all claims under the Contract.

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

MISCELLANEOUS

58. If all qualified bids (as determined by the Owner in its sole discretion) exceed the amount that the Owner has budgeted for this project or if the Owner otherwise determines, at its sole discretion, that not entering into a contract with any of the Bidders would be in its best interests, the Owner may:
- (a) reject all bids;
 - (b) cancel this tender;
 - (c) issue a new tender or commence another procurement process, with or without adjusting the scope of work; and/or
 - (d) enter into negotiations with one or more qualified Bidders in order to obtain a lower price that is within the Owner's construction budget, with or without adjusting the scope of work.
59. The Bidder is expected to keep confidential all documents, data, information and other materials of the Owner which are provided to or obtained or accessed by the Bidder in relation to this project (which has not otherwise been made publicly available) and not make any public announcements or news releases regarding this project or the selection of a Bidder, without the prior written approval of the Owner.
60. Bidders are advised that as a Town, the Owner is subject to the provisions of *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan), which provides a right of access to information in records under the control of a Town. Bidders are advised that the Owner may be required to disclose the Bid Documents and a part or parts of any bid in response to this tender pursuant to *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan).
61. Bidders are also advised that *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan) does provide protection for confidential and proprietary business information; however, proponents are strongly advised to consult their own legal advisors as to the appropriate way in which confidential or proprietary business information must be marked as such in their proposal in response to this tender. Bidders must identify any information in their proposals that they consider to be confidential or proprietary business information.

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62. The Owner is not responsible for any costs incurred by the Bidders in preparing their bid submission or otherwise in participating in this procurement.
63. The Bidder, by submitting a bid, agrees that if the Owner breaches any of the duties, responsibilities or obligations owed to the Bidder as a result of the Bidder's participation in this procurement process, the Owner's maximum aggregate liability to the Bidder will be the reasonable costs actually incurred by the Bidder in preparing its bid. The Bidder, by submitting the bid, hereby waives any other claim, including, without limitation, any claim for any loss of profits, in the event the bid is not selected by the Owner.
64. This procurement is subject to Annex 502.4 of the Agreement on Internal Trade.
65. The Town reserves the right to increase or decrease the estimated quantities noted on the Bid Form by twenty-five per cent (25%).
66. **BINDING ARBITRATION**
A dispute is a difference between the Contractor and the Public Works Manager with respect to the Contract. A dispute which cannot be resolved by the Public Works Manager will be resolved as outlined herein. The Contractor is responsible to reference the Contract in support of their claim, and track any perceived damaged that have occurred as a result of the dispute. The Contractor must provide written notice of the dispute within seven calendar days of receiving the decision of the Public Works Manager. This must then be replied to within an additional seven calendar days of its receipt. This reply must also reference the Contract in support of the Public Works Manager's position.
When any dispute is not resolved promptly by the Public Works manager, the Public Works Manager is to provide written instruction as is deemed necessary to continue the Work outlined in the Contract pending dispute resolution. The cooperation of the Contractor during this time will not be construed as acceptance of the matter in dispute.
All disputes arising under this Contract may be subject to binding arbitration should the above process be unsuccessful. If arbitration is required, it shall occur before a sole arbitrator who is agreed on among all parties. If this cannot be agreed on, either party may apply to a judge to appoint an arbitrator as provided for under the provision of The Arbitration Act, SS 1992, c A-24.1. The arbitration will take place in Fort Qu'Appelle, Saskatchewan, unless otherwise agreed to by the parties. The decision of the arbitrator shall be final and binding on all parties, subject to the right of either party to appeal an award to the court on a question of law. Each party is responsible for its own costs.

CONTRACT DOCUMENT REVIEW

We _____
(Company Name)

of _____
(Business Address)

Having carefully examined the documents of this tender; hereby offer to enter into a contract to perform all the work described and supply all the materials and conform to all the conditions for the prices stated in the UNIT PRICES section of the Bid Form.

ADDENDA ACKNOWLEDGEMENT

Addendum Number	Date

UNIT PRICES

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

Item	Description	Specific Reference	Estimated Quantity	Unit	Unit Price \$	Amount \$
1	Standard sidewalk curb & gutter		0	Lin. m		
2	Rolled sidewalk curb & gutter		0	Lin m		
3	Replace existing curb & gutter only in a combined section.		0	Lin m		
4	Replace existing gutter only in a combined section.		0	Lin m		
5	Replace existing curb only in a combined section.		0	Lin m		
6	Replace existing sidewalk only in a combined section.		530.02	Sq. m		
7	New curb & gutter		0	Lin. m		
8	New Sidewalk		8	Sq. m		
9	Replace existing separate curb in a combined section.		0	Lin. m		
10	Excavation & removal only of existing curb & gutter and/or curb/gutter		0	Lin. m		
11	Excavation & removal only of existing combined sidewalk curb & gutter, and/or sidewalk		0	Sq. m		
12	Replace commercial concrete crossing, 180mm depth sidewalk		0	Sq. m		
13			0			
14			0	Lin. m		
15			0	Sq. m		

16	Gravel fill as required in place		0	Cu. m		
17	Reinforcing steel rods 9.5mm		0	Lin. m		
18	Saw Cutting for concrete		0	Lin. m		
19	Landscaping		0	Sq. m		
20	Asphaltic patching/paving at utility connection replacement place		0	Sq. m		
21	Paving Stone		0	Sq. m		
22	Geotextile membrane for subgrade at weak soil area		0	Sq. m		

TENDER PRICE \$ _____

PROVINCAL & SERVICES TAX (PST) \$ _____

GOODS & SERVICES TAX (GST) \$ _____

TOTAL PRICE \$ _____

GST REGISTRATION NUMBER: _____

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

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

FORCE ACCOUNT RATES

[illegible][illegible]

SUBCONTRACTOR(S) & MATERIAL SUPPLIER(S)

Item	Subcontractor/Supplier

CONFLICT OF INTEREST DISCLOSURE

Conflict Description	Individual(s) Involved	Suggestions to Resolve Conflict

We hereby declare that:

- (a) we agree to perform the work in compliance with the required completion date in the Bid Documents.
- (b) no person, firm, or corporation other than the undersigned has any interest in this bid or in the proposed Contract for which this bid is made;
- (c) this Bid is open to acceptance for a period of sixty (60) calendar days from the tender closing date

Signed, sealed, and submitted for and on behalf of:

Company:

(Name, Phone, & Email)

(Street Address/Postal Box Number)

(City, Province, & Postal Code)

Signature: _____

SEAL

Name & Title: _____

(Please Print)

Witness: _____

(Signature & Printed Name)

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

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

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1. GENERAL TERMS

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

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

2. PROJECT CONTACT

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

Brian Giroux
Public Works Manager

Off: (306) 331-9608
Email: fortpublicworks@sasktel.net

3. HOURS OF WORK

The Contractor shall limit the work under this contract to the hours between 7:00 a.m. and 8:00 p.m. on non-statutory weekdays and between the hours 9:00 a.m. and 6:00 p.m. on Sundays and Statutory holidays. The hours of work may only be extended with written approval from the Public Works Manager.

4. PROJECT LOCATION (TYPICAL)

Project locations under this contract are throughout the Town. Identified locations are as follows:

Standard Sidewalk - 5 ft. wide (1,524mm) X 4 inch (101.6 mm) thick

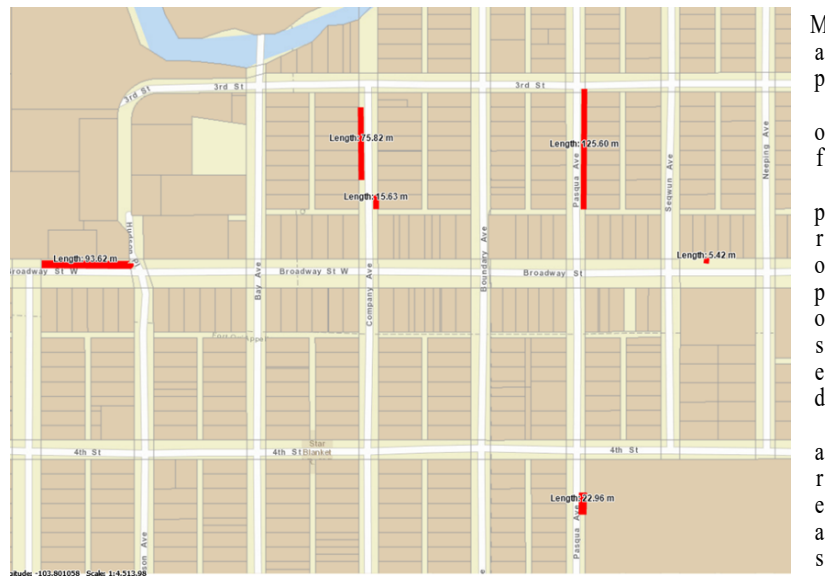
- Approximately 92.35 m on Broadway St. W
- Approximately 15.5 m on Company Ave. N (beside Coop Hardware)
- Approximately 125m on Pasqua Ave.
- Approximately 5.42 m on Broadway St. (beside Dollar Tree)

Extended Width Sidewalk - 8 ft. wide (2,438.4m) X 4 inch (101.6 mm) thick

- Approximately 22.86 m on Pasqua Ave. S.

Extended Width Sidewalk - 6.56 ft. wide (2,000 mm) X 4 inch (101.6mm) thick

- Approximately 60 m on Company Ave. N (beside Coop Building Supply)



Map
of
proposed
sidewalk
closures

The right to add or delete additional or other unspecified locations is reserved. It is the expectation of the Town of Fort Qu'Appelle that any given sidewalk section will be closed for a maximum of 10 days. Extensions for rain delays may be approved by the Town if communicated in writing prior to the expiration of the 10 days.

5. COMMUNICATION

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

6. SITE INSPECTION

Bidders are recommended to examine typical site locations and its condition prior to submitting a bid.

Bidders are requested to raise their issues by written at least 72 hours before closing date. All bidders must comply with the current requirements of the Occupational Health and Safety Act and regulations for any work under the terms of this contract.

7. CONSTRUCTION SCHEDULES AND COMPLETION

The Town will prepare the schedule; first will be supplied to the Contractor after getting all the required documents from the Contractor and agreement is signed. Next schedule request will be from the Contractor after satisfactory achievement of the previous schedule. Request of schedule to be furnished to the Public Works Manager or his representative at least 10 days ahead. The scheduled shall include all known phases of work within the completion date.

If, in the opinion of the Public Works Manager, any Schedule is inadequate as a control tool or if it does not show the work being fully completed by the Contract Completion date, the Public Works Manager may reject it until one is acceptable. The Contractor shall execute the work in such a manner as to **complete it on or before September 30th, 2019**. The successful bidder shall supply all equipment, labour and materials to ensure that the completion dates are met.

8. DOCUMENTS REQUIRED

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

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

9. PRIVATE / ADJACENT LANDS

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

10. CONSTRUCTION USE OF SITE

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

11. SAFETY PROGRAM

The Contractor shall provide safe working conditions for all their respective employees. The program shall fully respond to the requirements of applicable laws, ordinances, rules, regulations, orders, and general construction practices for safety. The Contractor shall comply with the Occupational Health and Safety Act, R.S.A, Chapter 0-2, as amended and regulations here under (the "Act").

12. PROTECTION & WARNING

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

13. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

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

14. PRIME CONTRACTOR

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

15. TRAFFIC CONTROL

All traffic control, barricading as per approval of the Public Works Manager that is required for this project will be the responsibility of the Contractor. Barricades must have legs that at least 25mm in diameter and painted orange or yellow. All barricade bars must have reflective tape to make them more visible. All Signs must be Standard roadway Construction Signs.

16. MEASUREMENT AND PAYMENT

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

17. FORCE ACCOUNTS OR EXTRAS

All Force Account work shall be authorized prior to beginning work. All force account items must be approved by the Public Works Manager. The Force Account sheets will be signed by the Public Works Manager and Contractor the day of the work. The Force Account sheet shall indicate the equipment used, name of each worker, starting and finishing time with all unit costs. Force Accounts with dollar extensions are to be submitted by the Contractor within two (2) weeks of the extra work being completed. Payment will be made on the following progress estimate. Force Accounts submitted without pre-approval will not be accepted for payment. The Public Works Manager will also state in his daily reports if there were any extras that day.

18. NOTIFICATIONS

The Contractor shall provide written notice, approved by the Public W, to all adjacent property owners 24 hours before commence works. This notice shall include information on access, project schedule; parking restrictions, Contractor Superintendent's name and phone number. The Contractor shall make every effort to maintain service usage throughout the duration of the project work.

AGREEMENT

THIS AGREEMENT made in triplicate the _____ day of _____, 20 18 by and
between _____
(Contractor Name)

carrying on business as _____
(Contractor Name)

hereinafter called the Contractor and THE Town of Fort Qu'Appelle hereinafter called the Town.

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

ARTICLE 1:

c+ A general description of the work under this contract is perform sidewalk, curb and gutter repairs
and replacements and as per the Bid Form.

d+ The Contract Documents, listed below, are attached and made part of this Agreement:

30 Bid Form, including:

☒ Contract Document Review

☒ Addenda Acknowledgement

☒ Unit Prices

☒ Force Account Rates

☒ Subcontractor(s) & Material Supplier(s)

☒ Conflict of Interest Disclosure

40 CCDC 11 – Contractor Qualification Statement

50 Worker's Compensation Board Clearance Certificate

60 Vqy p'qh'Hqtv'S wCr r gng Business License

70 Contract, including:

☒ Agreement

☒ Consent of Surety

80 Specifications

ARTICLE 2:

- a) The Contractor shall at its own expense provide all necessary tools, plant, appliances, equipment
and things, and all and every kind of labour necessary for the due execution and completion of the
Works.
- b) The Contractor agrees and hereby covenants to perform and execute the Works in accordance
with the Contract Documents.
- c) The Contractor agrees to actively commence work within 30 days after date of bid acceptance
and agrees to complete the Works on or before **September 30th 2019**.

ARTICLE 3:

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

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

ARTICLE 4:

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

ARTICLE 5:

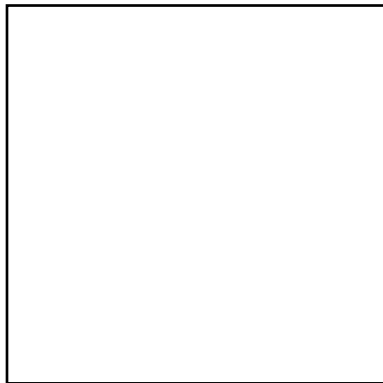
The covenants herein contained shall apply to and be binding upon the parties hereto, and their successors, administrators, executors, and assigns and each of them.

ARTICLE 6:

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

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

SIGNED by the said Contractor in the presence of THE TOWN OF FORT QU'APPELLE



TOWN SEAL

Per: _____

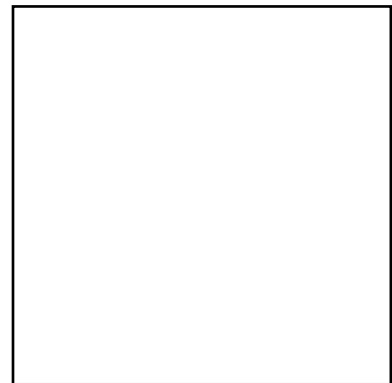
MAYOR

Per: _____

CHIEF ADMINISTRATIVE OFFICER

WITNESS

CONTRACTOR



SEAL

CONSENT OF SURETY

1) PERFORMANCE BOND AND LABOUR AND MATERIAL BOND

The undersigned agrees to commence the Contract by _____, 20____ and to provide a Performance Bond and Labour and Material Payment Bond, each in the sum of \$ _____, each being fifty per cent (50%) of the total bid price stated in the Bid Form, which Bonds will be delivered at the time of the execution of the Contract by the Bidder, said Bonds to be by the _____ Surety Company, provided said company is satisfactory to the TOWN of FORT QU'APPELLE.

OR

The undersigned agrees to commence the Contract by _____, 20____ and to provide a Performance and Labour and Material Payment certified cheque in the sum of \$ _____, each being fifty per cent (50%) of the total bid price stated in the Bid Form, which cheque will be delivered at the time of the execution of the Contract by the Bidder, said certified cheque is satisfactory to the TOWN of FORT QU'APPELLE.

2) OUT-OF-PROVINCE CONTRACTOR BOND

The undersigned agrees to commence the Contract by _____, 20____ and to provide confirmation of receipt and acceptance of a bond or cash deposit equivalent to six per cent (6%) of the total amount of the extended Unit Prices of the Contract for payment of Provincial Sales Tax (PST), in accordance with the Education and Health and Tax Act, by the Treasury Department, Taxation Branch, Regina, Saskatchewan.

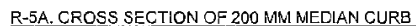
SIGNED, SEALED, AND DELIVERED

THIS _____ day of _____
A.D. 2019

WITNESS

SIGNATURE OF CONTRACTOR

SEAL



1. EXPANSION JOINTS TO BE PLACED AT 6 METRE INTERVALS OR AS REQUIRED BY THE ENGINEER.
2. THE EXPANSION JOINTS ARE TO BE 13 MM WIDE BY 32 MM DEEP.
3. ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE SPECIFIED



1. SEE SPECIFICATION SECTION 112.2 REGARDING GRAVEL BASE.
2. SINGLE LAYER 500 X 500 MM 9/8 GAUGE WIRE MESH OR 9.5 MM REBAR.
3. ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE SPECIFIED



2 METRES

300 mm

200 mm

1.5 M UNLESS OTHERWISE STATE

100 mm CLEAR

30 mm

R=50 mm

15 mm SURFACE JOINT

BRUSH FINISH

SEE NOTE #2

SLOPE 8 %

100 mm CLEAR

180 mm

50 mm

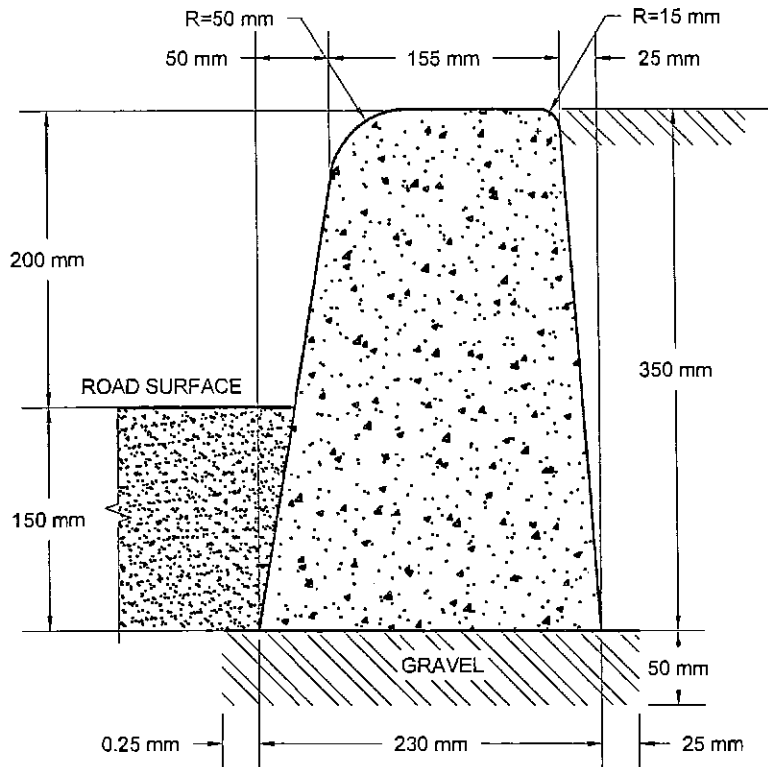
25 mm

50 mm CRUSHED GRAVEL BASE (SEE NOTE # 1)

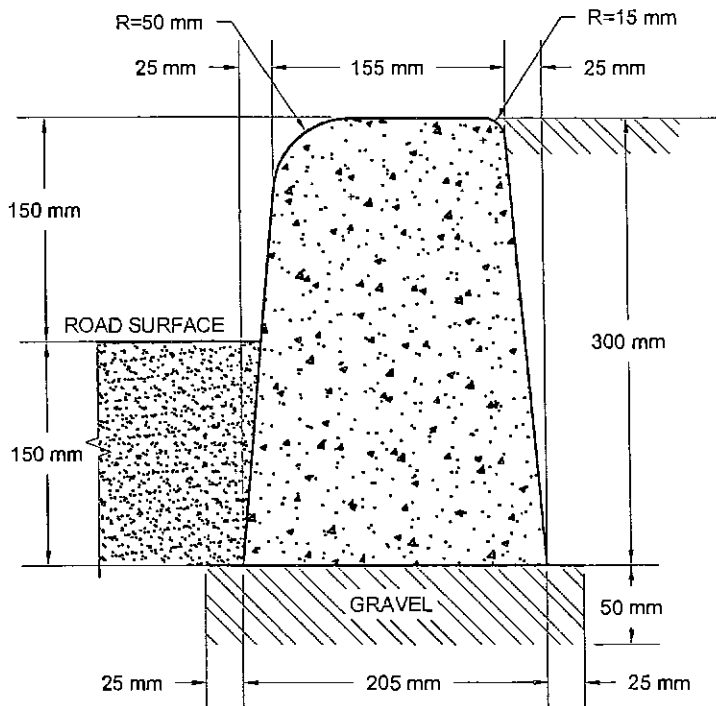
Wheelchair Ramp Detail



- **Please note-all specifications are found in a separate specification document which is part of this tender**



R-5A. CROSS SECTION OF 200 MM MEDIAN CURB



R-5B. CROSS SECTION OF 150 MM MEDIAN CURB

NOTE

1. EXPANSION JOINTS TO BE PLACED AT 6 METRE INTERVALS OR AS REQUIRED BY THE ENGINEER.
2. THE EXPANSION JOINTS ARE TO BE 13 MM WIDE BY 32 MM DEEP.
3. ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE SPECIFIED

CITY OF MOOSE JAW



ENGINEERING SERVICES DEPARTMENT

MEDIAN CURB

DESIGN BY: T. YEASMIN

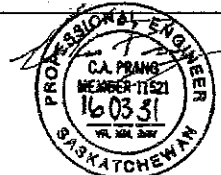
DWG NO.: R-5A & R-5B

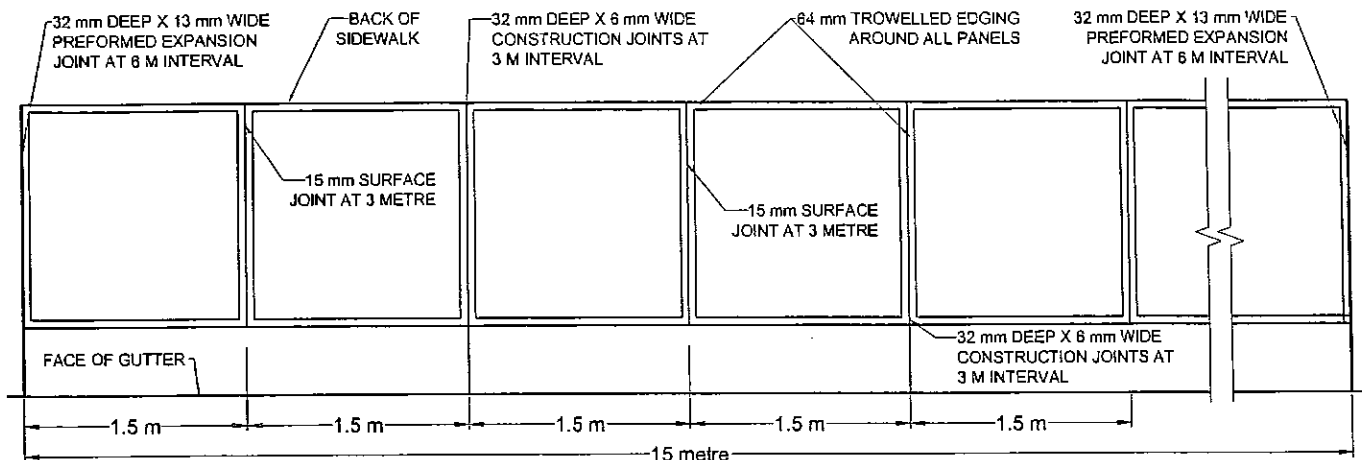
CHECKED BY: C. PRANG, M.Sc, P. Eng

SCALE: N.T.S

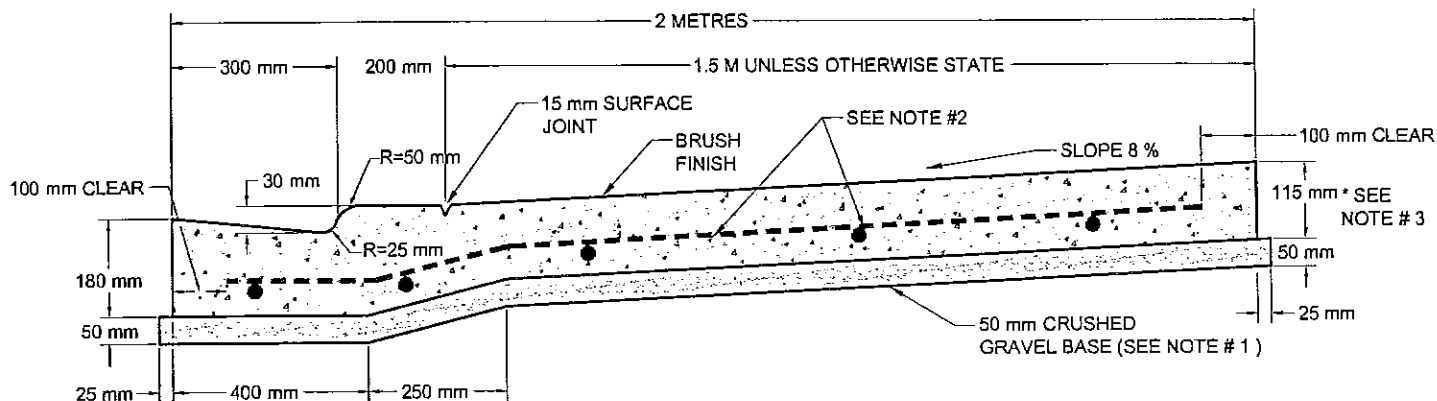
Rev.No.

APPROVED

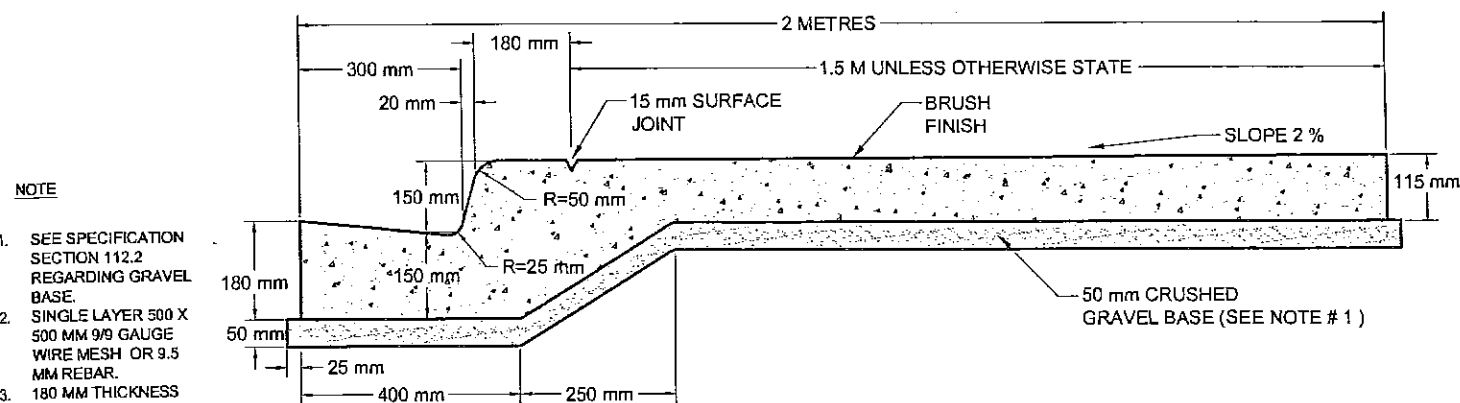




PLAN VIEW OF TYPICAL SIDEWALK PANEL



SECTION OF STANDARD SIDEWALK CURB AND GUTTER AT PRIVATE DRIVEWAY CROSSING



NOTE

1. SEE SPECIFICATION SECTION 112.2 REGARDING GRAVEL BASE.
2. SINGLE LAYER 500 X 500 MM 9/9 GAUGE WIRE MESH OR 9.5 MM REBAR.
3. 180 MM THICKNESS FOR PRIVATE DRIVEWAY CROSSING WITHOUT REBAR.
4. ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE SPECIFIED

SECTION OF STANDARD SIDEWALK CURB AND GUTTER

CITY OF MOOSE JAW



ENGINEERING SERVICES DEPARTMENT

STANDARD SIDEWALK CURB AND GUTTER (PRIVATE DRIVEWAY)

DESIGN BY: T. YEASMIN

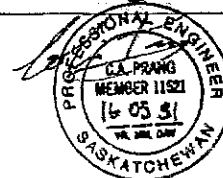
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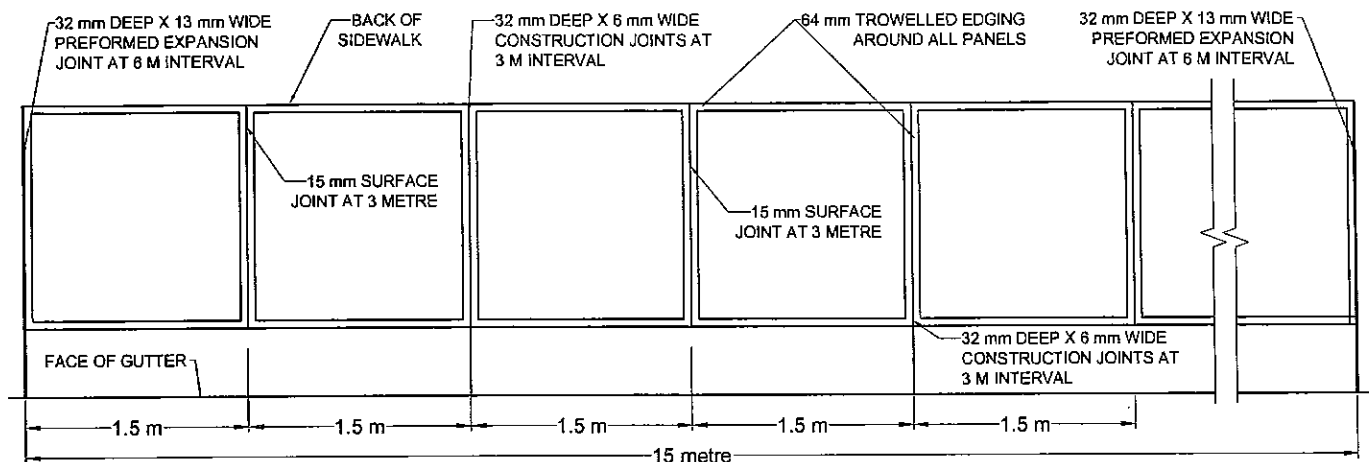
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CHECKED BY: C. PRANG, M.Sc, P.Eng

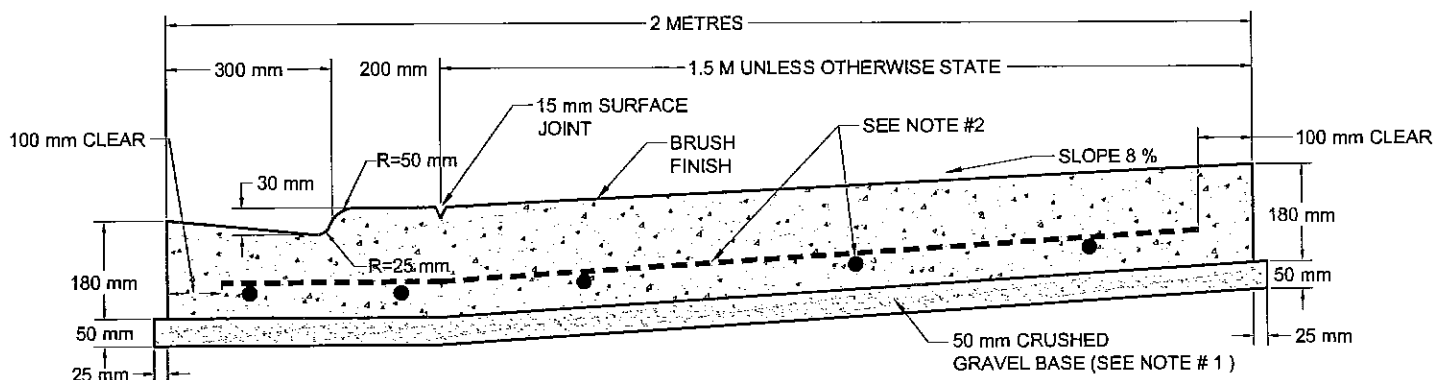
Rev.No.

APPROVED





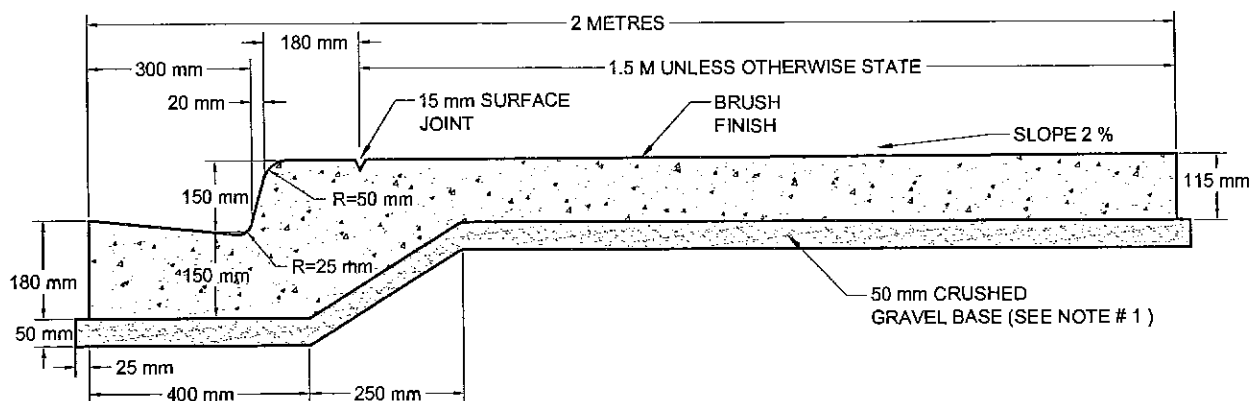
PLAN VIEW OF TYPICAL SIDEWALK PANEL



SECTION OF STANDARD SIDEWALK CURB AND GUTTER AT LANE AND COMMERCIAL DRIVEWAY CROSSING

NOTE

1. SEE SPECIFICATION SECTION 112.2 REGARDING GRAVEL BASE.
2. SINGLE LAYER 500 X 500 MM 9/8 GAUGE WIRE MESH OR 9.5 MM REBAR.
3. ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE SPECIFIED



SECTION OF STANDARD SIDEWALK CURB AND GUTTER

CITY OF MOOSE JAW



ENGINEERING SERVICES DEPARTMENT

STANDARD SIDEWALK CURB AND GUTTER
(LANE AND COMMERCIAL DRIVEWAY)

DESIGN BY: T. YEASMIN

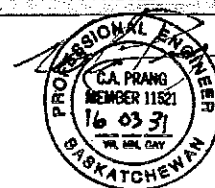
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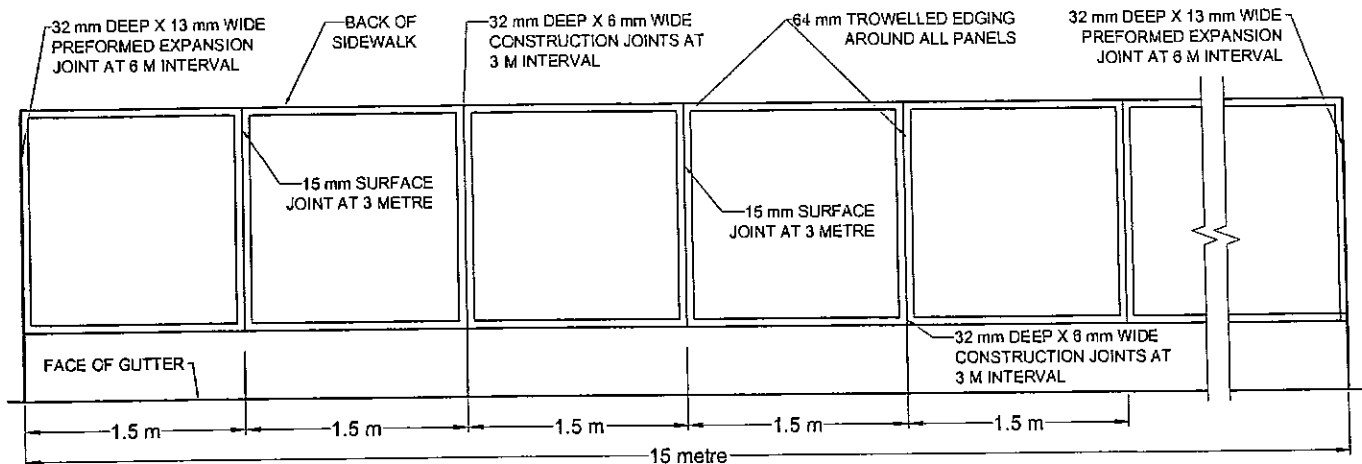
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CHECKED BY: C. PRANG, M.Sc, P.Eng

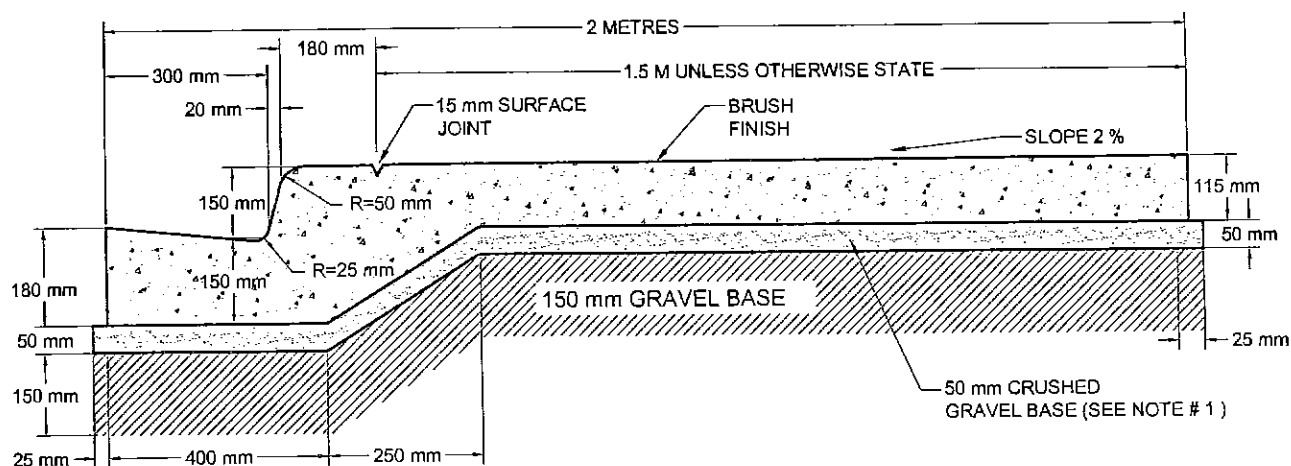
Rev.No.

APPROVED





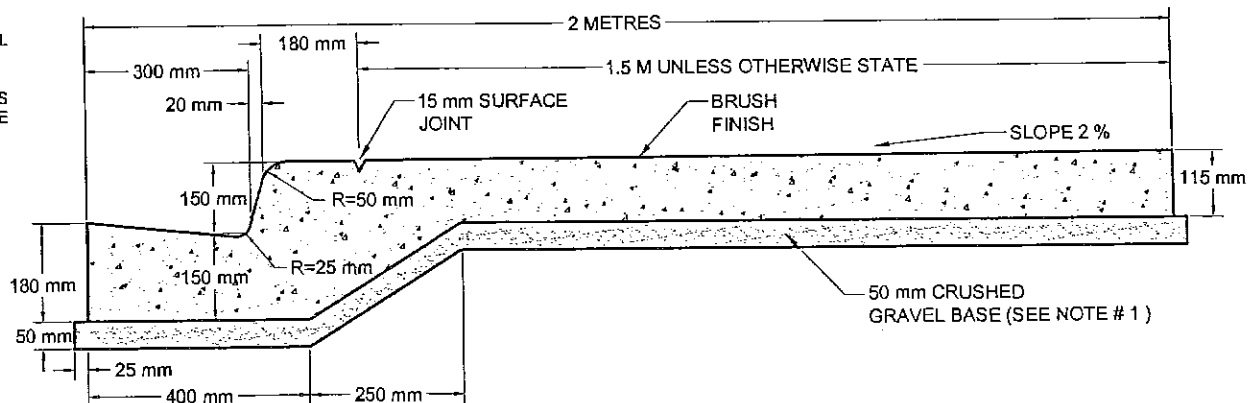
PLAN VIEW OF TYPICAL SIDEWALK PANEL



SECTION OF STANDARD SIDEWALK CURB AND GUTTER
AT UTILITY CONNECTION REPLACEMENT

NOTE

1. SEE SPECIFICATION SECTION 112.2 REGARDING GRAVEL BASE.
2. ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE SPECIFIED



SECTION OF STANDARD SIDEWALK CURB AND GUTTER

CITY OF MOOSE JAW



ENGINEERING SERVICES DEPARTMENT

STANDARD SIDEWALK CURB AND GUTTER
(UTILITY CONNECTION REPLACEMENT)

DESIGN BY: T. YEASMIN

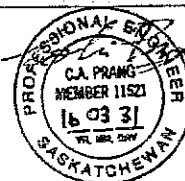
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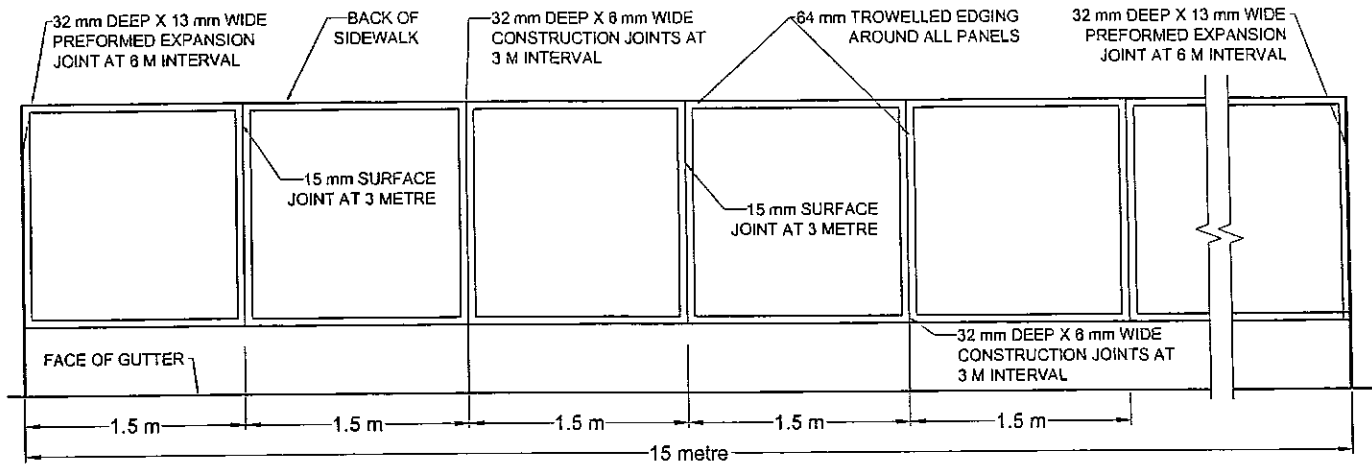
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CHECKED BY: C. PRANG, M.Sc, P.Eng

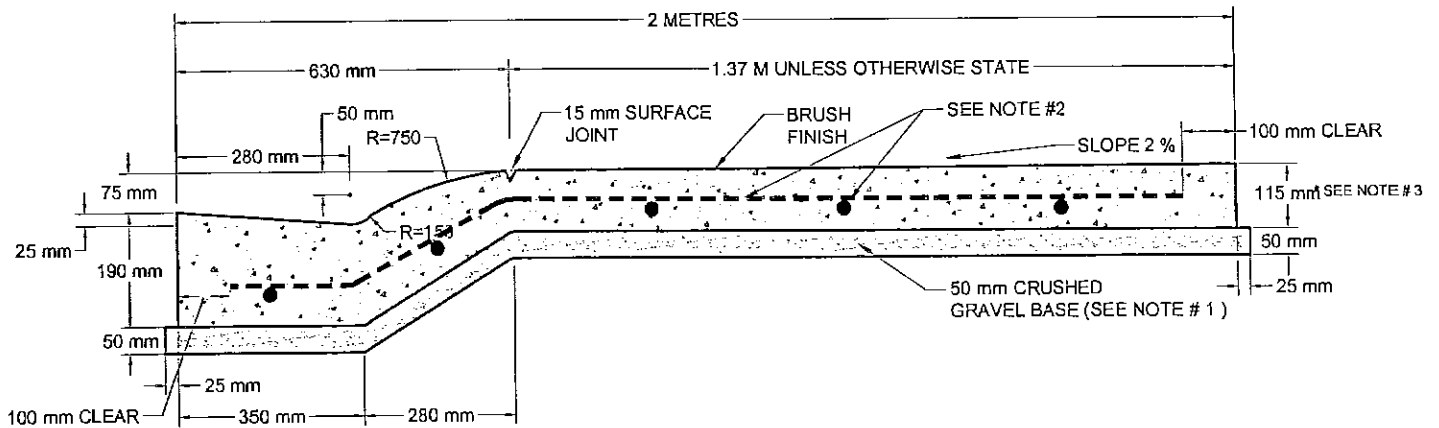
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Rev.No.





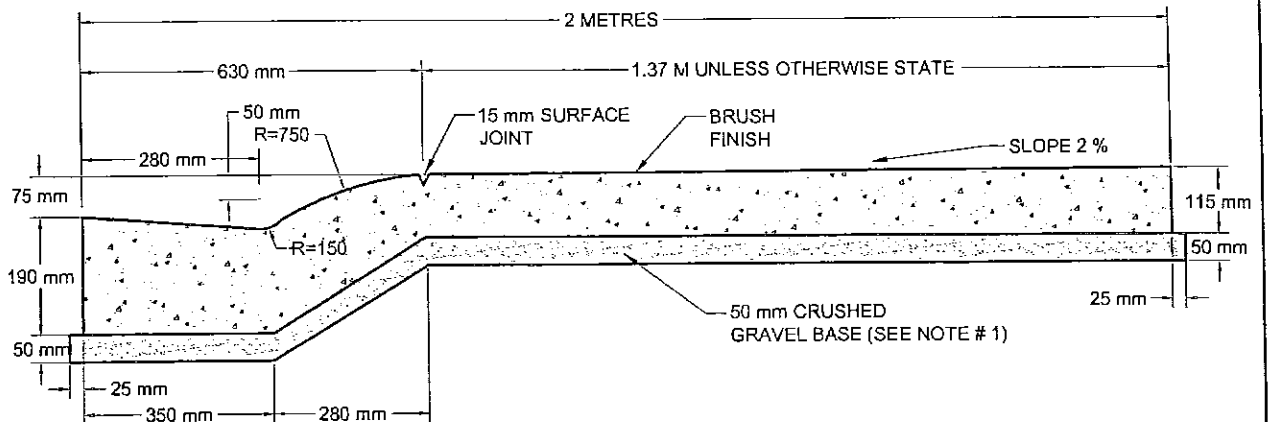
PLAN VIEW OF TYPICAL SIDEWALK PANEL



SECTION OF ROLLED SIDEWALK CURB AND GUTTER AT PRIVATE DRIVEWAY CROSSING

NOTE

1. SEE SPECIFICATION SECTION 112.2 REGARDING GRAVEL BASE.
2. SINGLE LAYER 500 X 500 MM 9/9 GAUGE WIRE MESH OR 9.5 MM REBAR.
3. 180 MM THICKNESS FOR PRIVATE DRIVEWAY CROSSING WITHOUT REBAR.
4. ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE SPECIFIED



SECTION OF ROLLED SIDEWALK CURB AND GUTTER

CITY OF MOOSE JAW



ENGINEERING SERVICES DEPARTMENT

ROLLED SIDEWALK CURB AND GUTTER (PRIVATE DRIVEWAY)

DESIGN BY: T. YEASMIN

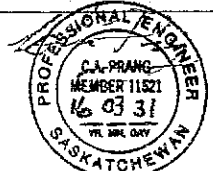
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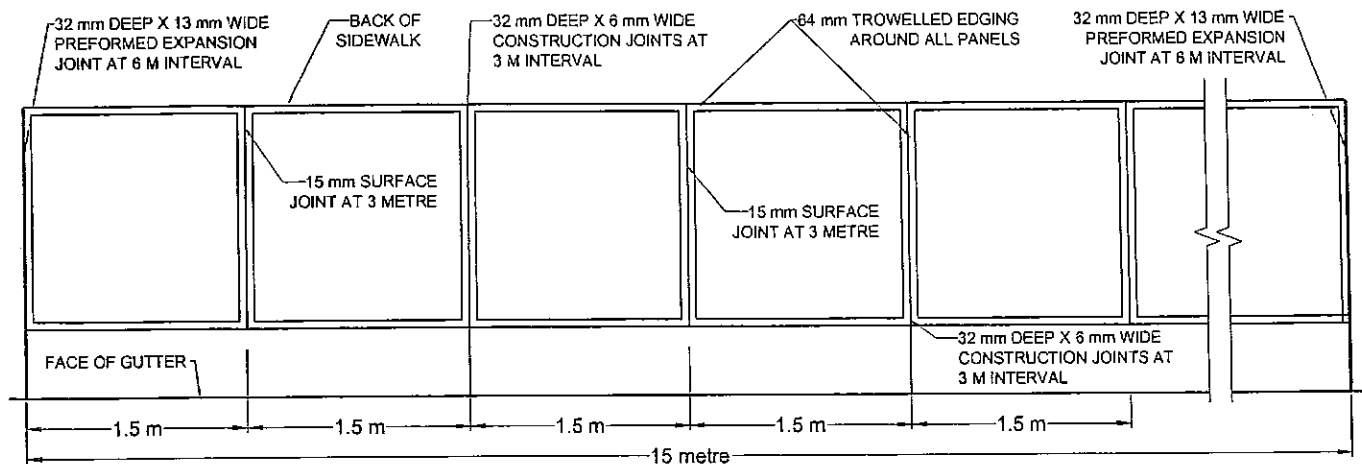
SCALE: N.T.S

CHECKED BY: C. PRANG, M.Sc, P.Eng

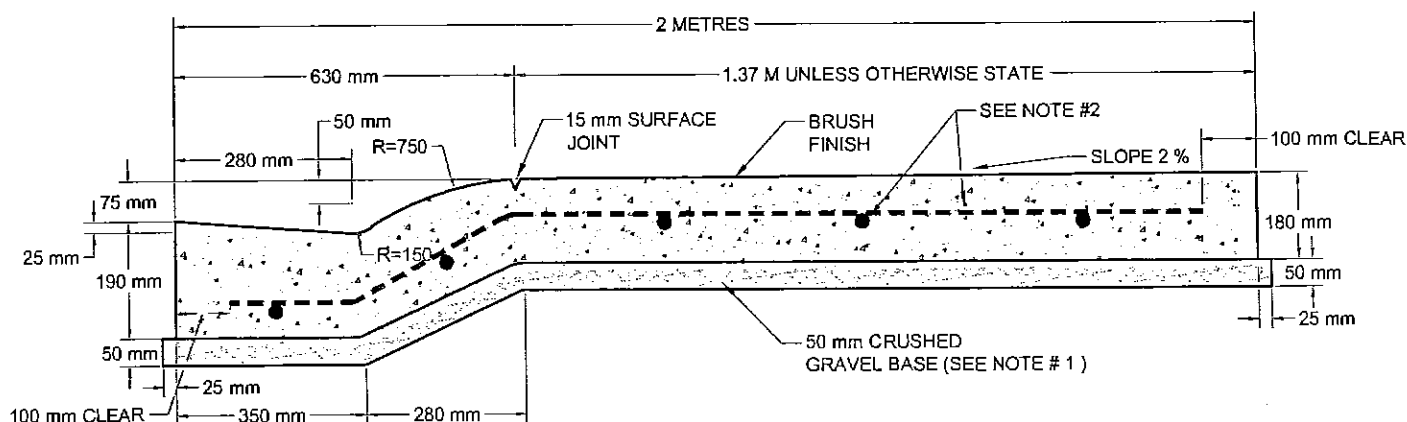
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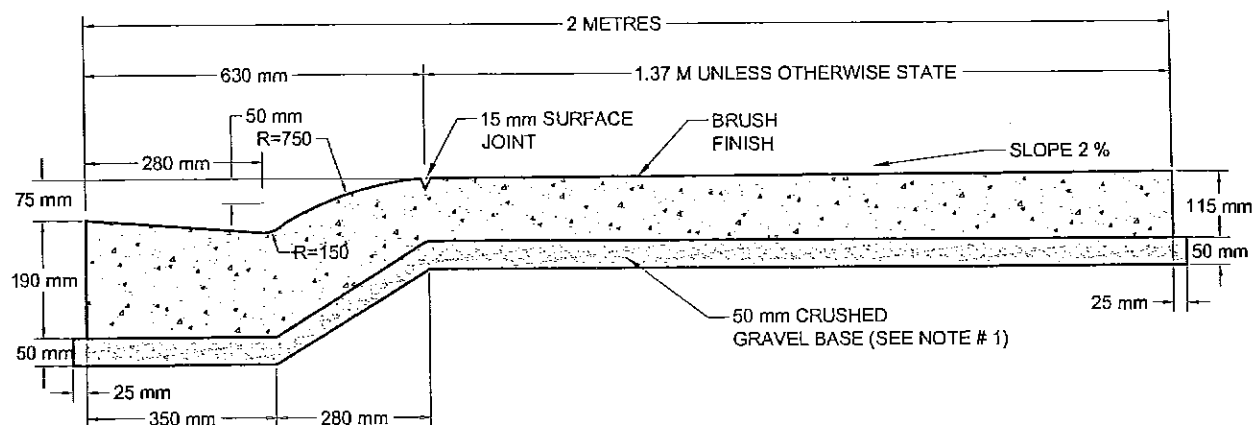
PLAN VIEW OF TYPICAL SIDEWALK PANEL



SECTION OF ROLLED SIDEWALK CURB AND GUTTER AT LANE AND COMMERCIAL DRIVEWAY CROSSING

NOTE

1. SEE SPECIFICATION SECTION 112.2 REGARDING GRAVEL BASE.
2. SINGLE LAYER 500 X 500 MM 9/9 GAUGE WIRE MESH OR 9.5 MM REBAR.
3. ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE SPECIFIED



SECTION OF ROLLED SIDEWALK CURB AND GUTTER

CITY OF MOOSE JAW



ENGINEERING SERVICES DEPARTMENT

ROLLED SIDEWALK CURB AND GUTTER
(LANE AND COMMERCIAL DRIVEWAY)

DESIGN BY: T. YEASMIN

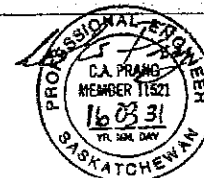
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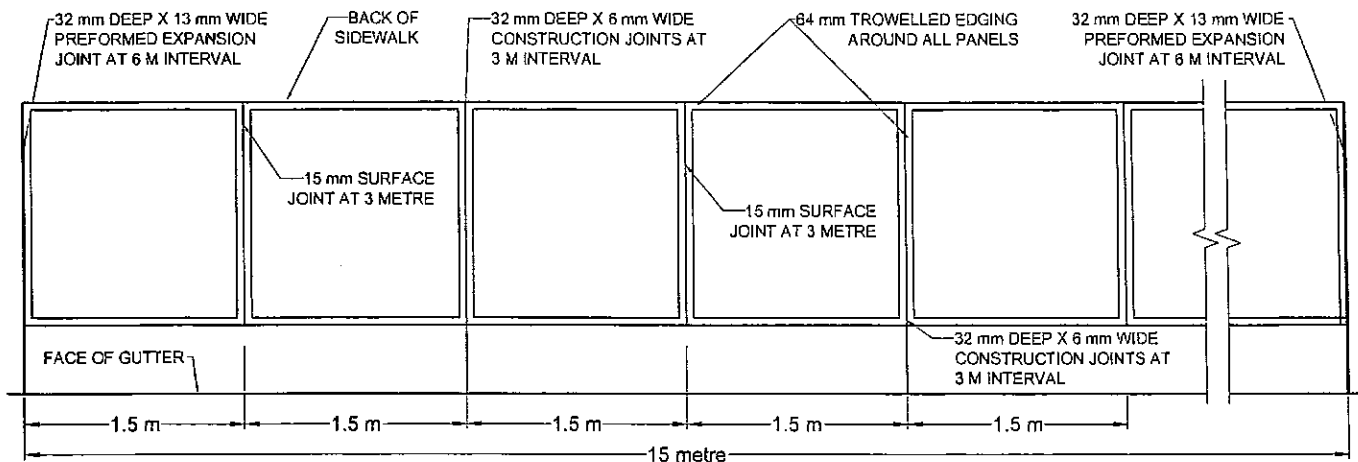
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CHECKED BY: C. PRANG, M.Sc, P.Eng

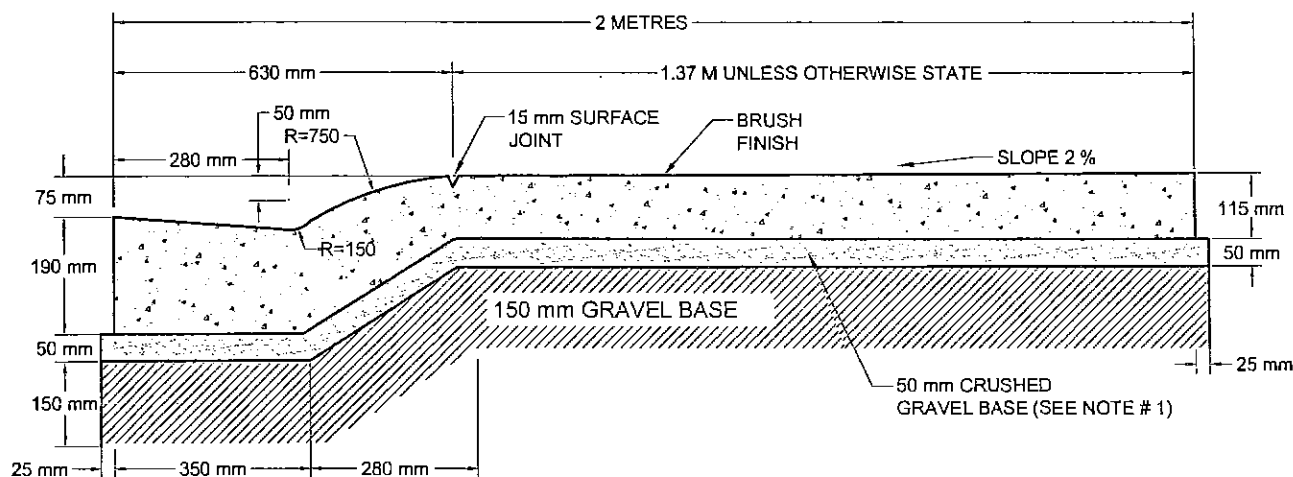
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APPROVED

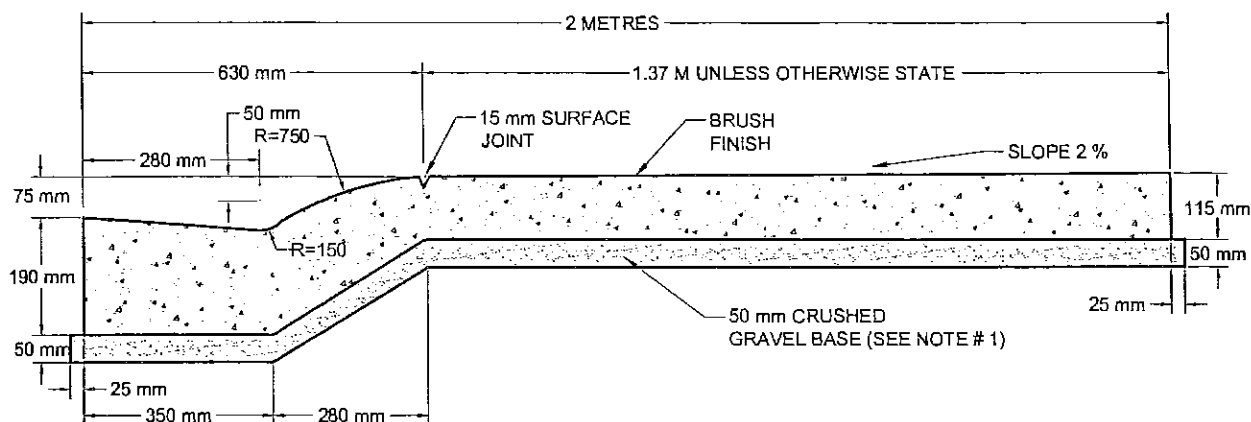




PLAN VIEW OF TYPICAL SIDEWALK PANEL



SECTION OF ROLLED SIDEWALK CURB AND GUTTER AT UTILITY CONNECTION REPLACEMENT



NOTE

1. SEE SPECIFICATION SECTION 112.2 REGARDING GRAVEL BASE.
2. ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE SPECIFIED

SECTION OF ROLLED SIDEWALK CURB AND GUTTER

CITY OF MOOSE JAW



ENGINEERING SERVICES DEPARTMENT

ROLLED SIDEWALK CURB AND GUTTER
(UTILITY CONNECTION REPLACEMENT)

DESIGN BY: T. YEASMIN

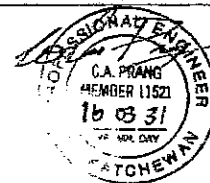
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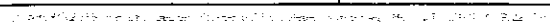
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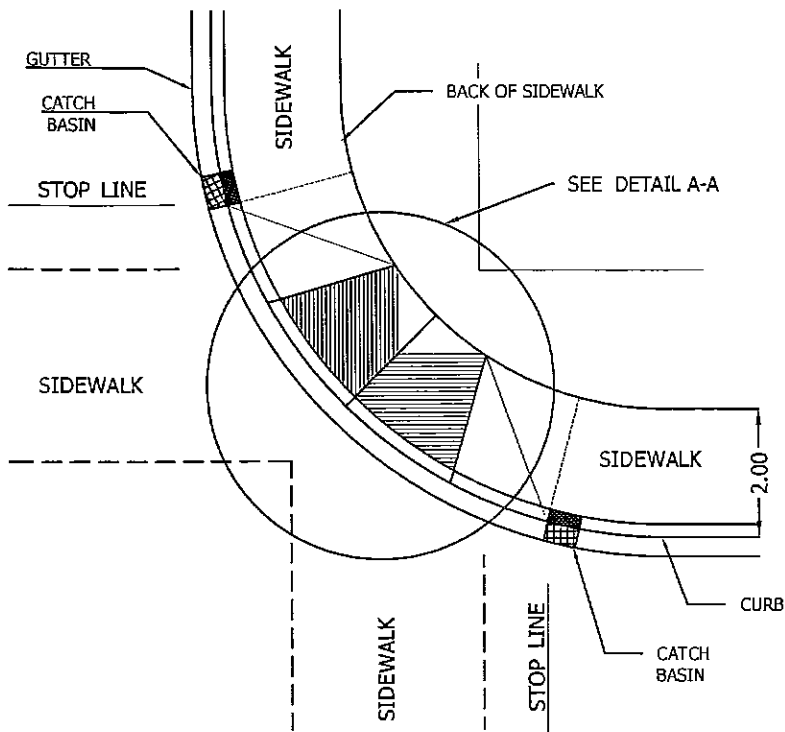
CHECKED BY: C. PRANG, M.Sc, P.Eng

APPROVED

Rev.No.



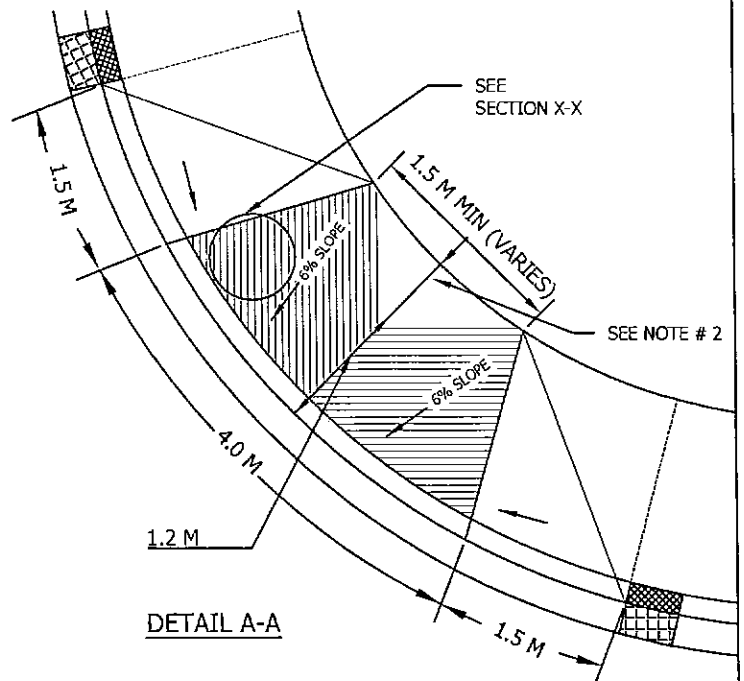




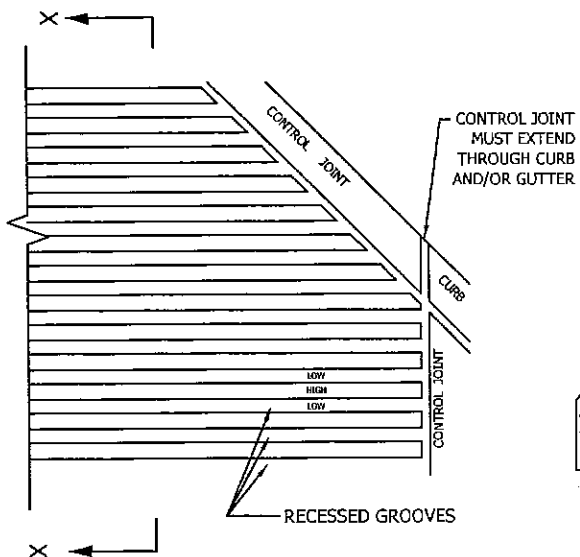
PLAN VIEW

NOTE:

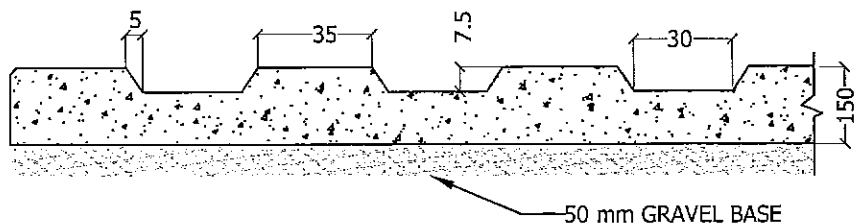
1. MINIMUM WIDTH OF THE RAMP NOT LESS THAN 4.0 METRE FOR 7.0 METRE RADIUS.
2. MINIMUM LENGTH OF LANDING NOT LESS THAN 0.80 M AND WIDTH NOT LESS THAN 1.5 METRES.
3. SLOPE OF THE RAMP SHALL NOT EXCEED 7% (14:1) IN RELATIONSHIP TO THE GRADE FROM THE STREET
4. CROSS SLOPE OF FLARED SIDE OF RAMP SHALL NOT EXCEED 10%.
5. DROP BACK OF SIDEWALK AS PER DRAWING R-9.
6. SEE DRAWING R-9 FOR DETAIL CROSS SECTION OF RAMP.
7. CONFLICTING CATCH BASINS TO BE MOVED TO EITHERSIDE OF THE RAMP.
8. EXPANSION JOINTS TO BE 13 mm WIDE AND 32 mm DEEP.
9. CONTROL JOINT MUST INTERCEPT THE BOTTOM OF RECESSED GROOVES AND BE SLIGHTLY DEEPER THAN RECESSED GROOVES
10. ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE NOTED.



DETAIL A-A



PLAN OF DETECTABLE WARNING GROOVES



SECTION X-X

CITY OF MOOSE JAW



ENGINEERING SERVICES DEPARTMENT

BIDIRECTIONAL PARAPLEGIC RAMP ON 7.0 M RADIUS

DRAWING #: R-9-1

DESIGN BY: T.YEASMIN

SCALE: N.T.S

CHECKED BY: C. PRANG, M.Sc. P.Eng.

Rev.No.

APPROVED

