



**Replacement of Victoria Ave East Bridges  
over Pilot Butte Creek and Victoria Ave Widening  
Contract Number 2435**

**Closing Date: 2:00 P.M. C.S.T., May 20, 2015**

**Pre-Tender Meeting: May 11, 2015, 3:00 P.M. C.S.T., Main Floor in the Larry  
Schneider Board Room, City Hall 2476 Victoria Avenue, Regina,  
Saskatchewan**

**Replacement of Victoria Ave East Bridges  
over Pilot Butte Creek and Victoria Ave Widening  
Contract No. 2435**

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# BID BOND

No. **405,001**

Bond Amount **10% of the tender price**

**PASQUA PAVING, A DIVISION OF W.F. BOTKIN CONSTRUCTION LTD.** as Principal, hereinafter called the Principal, and <sup>18(1)(b)&(c)</sup> a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all provinces and territories of Canada, as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Regina**, as Obligee, hereinafter called the Obligee, in the amount of **TEN PERCENT OF THE TENDER PRICE (10% of the tender price)** lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written bid to the Obligee, dated **26<sup>th</sup>** day of **May** in the year **2015**

For **Replacement of Victoria Avenue East Bridges over Pilot Butte Creek and Victoria Avenue Widening Contract No. 2435**

The condition of this obligation is such that if the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents, or, if no time period is specified in the Obligee's bid documents, within SIXTY (60) days from the closing date as specified in the Obligee's bid documents, and the Principal enters into a formal contract and gives the specified security, then this obligation shall be void; otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Principal and Surety shall not be liable for a greater sum than the Bond Amount.

It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond.

**No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.**

**IN WITNESS WHEREOF**, the Principal and the Surety have Signed and Sealed this Bond dated **25<sup>th</sup>** day of **May** in the year **2015**.

SIGNED and SEALED

Principal

in the presence of



PASQUA PAVING, A DIVISION OF W.F. BOTKIN  
CONSTRUCTION LTD.  
*Signature Removed*

\_\_\_\_\_  
*Signature*  
**RON SMITH**  
\_\_\_\_\_  
Name of person signing

No. 405,001

WHEREAS **PASQUA PAVING, A DIVISION OF W.F. BOTKIN CONSTRUCTION LTD.** (Principal) has submitted a written tender to the **City of Regina** (Obligee) dated **May 26<sup>th</sup>, 2015**, for

**Replacement of Victoria Avenue East Bridges over Pilot Butte Creek and Victoria Avenue Widening  
Contract No. 2435**

and the condition of this obligation being such that if the Principal shall have the tender accepted within the time period prescribed in the tender, or if no time period is specified in the tender, within Sixty (60) days from the closing date of tender, we, **18(1)(b)&(c)**, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all provinces and territories of Canada as Surety, agree, subject to the terms and conditions contained herein, to issue for the Principal if the Principal shall have executed a written contract (the "Contract") with the Obligee, the following bond(s):

1. a contract performance Bond of **Fifty Percent (50%)** of the Contract Price.
2. a labour and material payment bond of **Fifty Percent (50%)** of the Contract Price.

It is a condition of this Surety's Consent that the Obligee must request the said bonds within thirty (30) days following the award of the Contract.

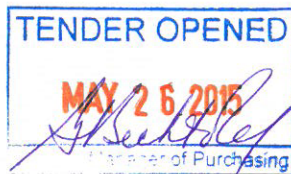
Any suit filed against the surety with respect to this Surety's Consent must be initiated and duly served on the Surety within seven (7) months of the date hereof.

No right of action shall accrue hereunder to or for the use of, any person or corporation other than the Obligee named herein, or their heirs, executors, administrators or successors of the Obligee.

**IN WITNESS WHEREOF**, the Surety has Signed and Sealed this Consent this 26<sup>th</sup> day of May in the year 2015.

**SIGNED and SEALED**  
In the presence of

18(1)(b)&(c)



Signature Removed

\_\_\_\_\_  
Allan Wieloz. Attorney-in-fact (Seal)



# PERFORMANCE BOND

## CCDC 221 - 2002

No. 405,001

Bond Amount 18(1)(b)&(c)

**PASQUA PAVING A DIVISION OF W.F. BOTKIN CONSTRUCTION LTD.** as Principal, hereinafter called the Principal, and 18(1)(b)&(c)  
 a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all  
 provinces and territories of Canada, as Surety, hereinafter called the Surety, are held and firmly bound unto **CITY OF REGINA** as Obligee,  
 hereinafter called the Obligee, in the amount of 18(1)(b)&(c)  
 18(1)(b)&(c) lawful money of Canada, for the payment of which sum the Principal  
 and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has entered into a written contract with the Obligee, dated **10th day of June, in the year 2015** for **REPLACEMENT OF VICTORIA AVENUE EAST BRIDGES OVER PILOT BUTTE CREEK AND VICTORIA AVENUE WIDENING, CONTRACT NUMBER 2435, REGINA, SASKATCHEWAN** including **Two(2) years** maintenance from the date of substantial completion hereinafter referred to as the Contract.

The condition of this obligation is such that if the Principal shall promptly and faithfully perform the Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Obligee to be, in default under the Contract, the Obligee having performed the Obligee's obligations thereunder, the Surety shall promptly:

- 1) remedy the default, or;
- 2) complete the Contract in accordance with its terms and conditions or;
- 3) obtain a bid or bids for submission to the Obligee for completing the Contract in accordance with its terms and conditions and upon determination by the Obligee and the Surety of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as work progresses (even though there should be a default, or a succession of defaults, under the contract or contracts of completion, arranged under this paragraph) sufficient funds to pay to complete the Principal's obligations in accordance with the terms and conditions of the Contract and to pay those expenses incurred by the Obligee as a result of the Principal's default relating directly to the performance of the work under the Contract, less the balance of the Contract price; but not exceeding the Bond Amount. The balance of the Contract price is the total amount payable by the Obligee to the Principal under the Contract, less the amount properly paid by the Obligee to the Principal, or;
- 4) pay the Obligee the lesser of (1) the Bond Amount or (2) the Obligee's proposed cost of completion, less the balance of Contract price.

It is a condition of this bond that any suit or action must be commenced before the expiration of two (2) years from the earlier of (1) the date of Substantial Performance of the Contract as defined in the lien legislation where the work under the Contract is taking place, or, if no such definition exists, the date when the work is ready for use or is being used for the purpose intended, or (2) the date on which the Principal is declared in default by the Obligee.

The Surety shall not be liable for a greater sum than the Bond Amount.

No right of action shall accrue on this Bond, to or for the use of, any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

**IN WITNESS WHEREOF**, the Principal and the Surety have Signed and Sealed this Bond dated **8th day of June, in the year 2015**

SIGNED and SEALED  
in the presence of



**PASQUA PAVING A DIVISION OF W.F. BOTKIN CONSTRUCTION LTD.**  
Signature Removed Principal

\_\_\_\_\_  
Signature  
**RON SMITH**  
\_\_\_\_\_  
Name of person signing

# LABOUR & MATERIAL PAYMENT BOND (Trustee Form)

Standard Construction Document

CCDC 222 - 2002

No. 405,001

Bond Amount 18(1)(b)&amp;(c)

**PASQUA PAVING A DIVISION OF W.F. BOTKIN CONSTRUCTION LTD.** as Principal, hereinafter called the Principal, and **WESTERN SURETY COMPANY** a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all provinces and territories of Canada, as Surety, hereinafter called the Surety, are held and firmly bound unto **CITY OF REGINA** as Obligee, hereinafter called the Obligee, in the amount of 18(1)(b)&(c)

18(1)(b)&amp;(c)

lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has entered into a written contract with the Obligee, dated **10th day of June, in the year 2015** for **REPLACEMENT OF VICTORIA AVENUE EAST BRIDGES OVER PILOT BUTTE CREEK AND VICTORIA AVENUE WIDENING, CONTRACT NUMBER 2435, REGINA, SASKATCHEWAN** in accordance with the Contract Documents submitted, and which are by reference made part hereof and are hereinafter referred to as the Contract.

The Condition of this obligation is such that, if the Principal shall make payment to all Claimants for all labour and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A Claimant for the purpose of this Bond is defined as one having a direct contract with the Principal for labour, material, or both, used or reasonably required for use in the performance of the Contract, labour and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment directly applicable to the Contract provided that a person, firm or corporation who rents equipment to the Principal to be used in the performance of the Contract under a contract which provides that all or any part of the rent is to be applied towards the purchase price thereof, shall only be a Claimant to the extent of the prevailing industrial rental value of such equipment for the period during which the equipment was used in the performance of the Contract. The prevailing industrial rental value of equipment shall be determined, insofar as it is practical to do so, by the prevailing rates in the equipment marketplace in which the work is taking place.
2. The Principal and the Surety, hereby jointly and severally agree with the Obligee, as Trustee, that every Claimant who has not been paid as provided for under the terms of its contract with the Principal, before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labour was done or performed or materials were furnished by such Claimant, may as a beneficiary of the trust herein provided for, sue on this Bond, prosecute the suit to final judgment for such sum or sums as may be justly due to such Claimant under the terms of its contract with the Principal and have execution thereon. Provided that the Obligee is not obliged to do or take any act, action or proceeding against the Surety on behalf of the Claimants, or any of them, to enforce the provisions of this Bond. If any act, action or proceeding is taken either in the name of the Obligee or by joining the Obligee as a party to such proceeding, then such act, action or proceeding, shall be taken on the understanding and basis that the Claimants, or any of them, who take such act, action or proceeding shall indemnify and save harmless the Obligee against all costs, charges and expenses or liabilities incurred thereon and any loss or damage resulting to the Obligee by reason thereof. Provided still further that, subject to the foregoing terms and conditions, the Claimants, or any of them may use the name of the Obligee to sue on and enforce the provisions of this Bond.
3. It is a condition precedent to the liability of the Surety under this Bond that such Claimant shall have given written notice as hereinafter set forth to each of the Principal, the Surety and the Obligee, stating with substantial accuracy the amount claimed, and that such Claimant shall have brought suit or action in accordance with this Bond, as set out in sub-clauses 3 (b) and 3 (c) below, Accordingly, no suit or action shall be commenced hereunder by any Claimant:
  - a) unless such notice shall be served by mailing the same by registered mail to the Principal, the Surety and the Obligee, at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or Territory in which the subject matter of the Contract is located. Such notice shall be given.



4. The Surety agrees not to take advantage of Article 2365 of the Civil Code of the Province of Quebec in the event that, by an act or an omission of a Claimant, the Surety can no longer be subrogated in the rights, hypothec and privileges of said Claimant.
5. Any material change in the contract between the Principal and the Oblige shall not prejudice the rights or interest of any Claimant under this Bond, who is not instrumental in bringing about or has not caused such change.
6. The amount of this Bond shall be reduced by, and to the extent of any payment or payments made in good faith, and in accordance with the provisions hereof, inclusive of the payment by the Surety of claims made under the applicable lien legislation or legislation relating to legal hypothecs, whether or not such claim is presented under and against this Bond.
7. The Surety shall not be liable for a greater sum than the Bond Amount.

**IN WITNESS WHEREOF**, the Principal and the Surety have Signed and Sealed this Bond dated **8th day of June, in the year 2015**.

SIGNED and SEALED

in the presence of



**PASQUA PAVING A DIVISION OF W.F. BOTKIN  
CONSTRUCTION LTD.**

Signature Removed

Principal

\_\_\_\_\_  
*Signature*

*Row Smith*

\_\_\_\_\_  
*Name of person signing*

18(1)(b)&(c)

Signature Removed

Surety

\_\_\_\_\_  
*Signature*

Allan Wielgoz, Attorney-in-Fact

\_\_\_\_\_  
*Name of person signing*



200 - 1881 Scarth Street  
Regina, SK S4P 4L1  
www.wcbask.com

Phone: (306) 787-4070  
Toll Free: 1-800-667-7590  
Fax: (306) 787-4205  
Toll Free: 1-877-220-1671



99-98721

June 8, 2015

City Of Regina  
Box 1790  
Support Services  
Regina SK S4P 3C8

To Whom It May Concern:

Re: Letter of Good Standing Request

This letter is in response to your request for a letter of good standing for a subcontractor or contractor. We have reviewed the list of subcontractor(s) provided and the following outlines their current status with the Saskatchewan Workers' Compensation Board (WCB).

On the above date the account(s) with a status of **"OK"** are in good standing and the account(s) with a status of **"Denied"** are NOT in good standing.

Those subcontractors with a status of **"Deemed"** are not registered as an employer with the Saskatchewan WCB and will be deemed to be a worker of your firm. In these cases you will be assessed WCB premiums on the labour portion of the contract.

Name	Firm Number	Description of Work	Status	Reference Number
Pasqua Paving	4408055	Paving	OK	70715355

In accordance with Section 132 of the *Workers' Compensation Act, 2013*, prior to making payment(s) to a subcontractor you should obtain a clearance. If a clearance is not obtained prior to making payment(s) you will be liable for any outstanding premiums. Details of your liability are available by contacting Employer Services at the number listed below.

If you have any questions, please contact Employer Services at (306) 787-9516 or 1-800-667-7590.

Yours truly,

Employer Services

Calling for a clearance? You can also obtain clearances on-line - go to [www.wcbask.com](http://www.wcbask.com) and click on on line services

# Certificate of Insurance

No.: 2015-20

Dated: June 08, 2015

This document supersedes any certificate previously issued under this number

This is to certify that the Policy(ies) of insurance listed below ("Policy" or "Policies") have been issued to the Named Insured identified below for the policy period(s) indicated. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder named below other than those provided by the Policy(ies).

Notwithstanding any requirement, term, or condition of any contract or any other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the Policy(ies) is subject to all the terms, conditions, and exclusions of such Policy(ies). This certificate does not amend, extend, or alter the coverage afforded by the Policy(ies). Limits shown are intended to address contractual obligations of the Named Insured.

Limits may have been reduced since Policy effective date(s) as a result of a claim or claims.

<b>Certificate Holder:</b> City of Regina City Clerk's Office Queen Elizabeth II Court P.O. Box 1790 Regina, SK S4P 3C8	<b>Named Insured and Address:</b> WF Botkin Construction Ltd. P.O. Box 620 330 Sherwood Road Regina, SK S4P 3A3 Clair Botkin
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**This certificate is issued regarding:**

Replacement of Victoria Avenue East Bridges over Pilot Butte Creek and Victoria Avenue Widening  
 Contract No. 2435

Type(s) of Insurance	Insurer(s)	Policy Number(s)	Effective/Expiry Dates	Sums Insured Or Limits of Liability	
AUTOMOBILE • All vehicles owned by, registered in the name of and/or leased by the Insured.	18(1)(b)&(c)	18(1)(b)&(c)	Feb 08, 2015 to Feb 08, 2016	Third Party Liability	\$ 1,000,000
COMMERCIAL GENERAL LIABILITY	18(1)(b)&(c)	18(1)(b)&(c)	Feb 08, 2015 to Feb 08, 2016	General Aggregate	\$ 10,000,000 Other than Products-Completed Operations
				Aggregate with respect to Products & Completed Operations	\$ 1,000,000
				Bodily Injury and Property Damage Liability	\$ 1,000,000 Each Occurrence
				S.P.F. No. 6: Standard Non-Owned Automobile Policy	\$ 1,000,000 Any One Accident Limit
UMBRELLA • In excess of primary Automobile and CGL policies.	18(1)(b)&(c)	18(1)(b)&(c)	Feb 08, 2015 to Feb 08, 2016	Each Occurrence	\$ 1,000,000
				Annual Aggregate	\$ 9,000,000 Products - Completed Operations Aggregate Limit
				General Aggregate	\$ 9,000,000 Other than Products - Completed Operations

**Additional Information:**

With respect to Commercial General Liability:  
 Additional Insured - Where Required By Contract the City of Regina and WSP Canada Inc.  
 but only with respect to liability arising out of the operations of the Named Insured

**Notice of cancellation:**

The insurer(s) affording coverage under the policies described herein will not notify the certificate holder named herein of the cancellation of such coverage.

18(1)(b)&(c)

18(1)(b)&(c)

Signature Removed

By \_\_\_\_\_  
 AUDREY Brown