



Water and Wastewater Infrastructure Work

UTI-2020-01
May 28, 2020

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1.0 Introduction

The City of Weyburn (“the City”) is seeking proposals for the following:

- Part 1: Fire hydrant replacement at five (5) locations within Weyburn, SK.
- Part 2: Street valve replacement at five (5) locations within Weyburn, SK.
- Part 3: Sewer service connection renewal at six (6) locations within Weyburn, SK.
- Part 4: Manhole refurbishment at sixteen (16) locations within Weyburn, SK.
- Part 5: Catch basin repair, replacement or installation at six (6) locations within Weyburn, SK.

Proponents may choose to bid on Part 1, Part 2, Part 3, Part 4, Part 5 or any combination thereof; the City reserves the right to award Part 1, Part 2, Part 3, Part 4 or Part 5 to separate Contractors.

2.0 Scope of Services and Requirements

The scope of work will include:

Part 1: Fire Hydrant Replacement

Work at five (5) locations shall involve excavation, removal and replacement of the hydrant including the installation of an isolation valve between the main and the hydrant (no requirement to provide temporary water service):

Location	Hydrant ID Number	Existing Hydrant Type	Hydrant Lead Size	Details
2 nd Street and Bison Avenue	159	200 mm AC	150 mm	Remove, replace hydrant and install isolation valve
4 th Street N and 1 st Avenue NE	33	200 mm AC	150 mm	Remove, replace hydrant and install isolation valve
10 th Street and 1 st Avenue NE	37	200 mm AC	150 mm	Remove, replace hydrant and install isolation valve
11 th Street and 1 st Avenue NE	38	150 mm AC	150 mm	Remove, replace hydrant and install isolation valve
13 th Street and Railway Avenue	164	200 mm PVC	150 mm	Remove, replace hydrant and install isolation valve

The supply, materials and execution of the work shall be generally in accordance with the following City of Regina Standard Construction Specifications with certain minor exceptions to be identified:

- *Section 02315: Trench Excavation and Backfill*
- *Section 02511: Watermains*
- *Section 15999 - Drawing W-01: Valve Box Installation*
- *Section 15999 - Drawing: W-02: Hydrant Installation*

All above mentioned specification documents are available on the City of Regina website:

<https://www.regina.ca/business-development/land-property-development/land-development/standard-construction-specifications/>

Images of locations requiring hydrant replacement are provided in Appendix A.

Part 2: Street Valve Replacement

Work at these five (5) locations shall involve excavation, removal and replacement of the street valve and valve box (alternate location offered for convenience):

Valve Location	Valve ID Number	Main Size and Material	Details
Douglas Rd and Rick Smith Cres	382	200 mm AC	
Douglas Rd and McLelland Street	381	200 mm AC	
4 th Street N and 1 st Avenue NE	48	200 mm AC	<i>* If unable to isolate, replace alternate</i>
Hartney Ave and 11 th Street	86	150 mm AC	
Railway Ave and 10 th Street	715	200 mm PVC	
Railway Ave and 3 rd Street	213	200 mm AC	<i>* 4th St N & 1st Ave NE alternate location</i>

The supply, materials and execution of the work shall be generally in accordance with the following City of Regina Standard Construction Specifications with certain minor exceptions to be identified:

- *Section 02315: Trench Excavation and Backfill*
- *Section 02511: Watermains*
- *Section 15999 - Drawing W-01: Valve Box Installation*

All above mentioned specification documents are available on the City of Regina website:

<https://www.regina.ca/business-development/land-property-development/land-development/standard-construction-specifications/>

Images of valve remediation locations are provided in Appendix A.

Part 3: Trenchless Sanitary Service Renewal

Work at these six (6) locations shall involve renewal of the sewer service (property to main, ie from dwelling to main). Clear roots from sanitary service and install liner utilizing trenchless method (unless otherwise indicated). Site constraints prohibit renewal by way of traditional excavation processes:

Location	Estimated Length	Service Size & Type
309 – 6 th Street	19 m	100 mm VCT
313 – 7 th Street	16.5 m	Unknown Piping
407 Assiniboia Street	17 m	100 mm VCT
435 Assiniboia Street	18.5 m	100 mm VCT
111 – 1 st Avenue NW	19.6 m	* 150 mm VCT
56 – 10 th Street	17.6 m	* 150 mm VCT
<i>* Clear roots from pipe to allow a 100 mm PVC pipe liner to be installed by the City. Seal the joint from cast pipe to the PVC liner</i>		

Part 4: Manhole Refurbishment

Work at these sixteen (16) locations shall involve grout patching and repair of manhole base and walls, as well as repair to inlet/outlet pipes where required, followed by application of a cementitious coating:

Location/Proximity	Manhole Type	Details
East Ave. and 17 th Street	Sanitary	Floor and Walls
Scott Street and 2 nd Ave. NW	Sanitary	Floor and Walls
528 Scott Street	Sanitary	Trough and Walls
23 Bison Ave.	Storm	Floor
West of 1961 Coteau Ave.	Sanitary	Trough
West of Lift Stn #3; 1 st Ave. NW	Sanitary	Floor
930 1 st Ave. NW	Sanitary	Floor and Walls
2 nd Ave. SW and Government Rd. S	Sanitary	Floor and Walls
13 th Street and Railway Ave.	Sanitary	Floor and Walls
1003 Railway Ave.	Sanitary	Walls
New City Garden Rd – in proximity to Aaron’s Well Service	Sanitary	Floor
New City Garden Rd – opposite Aaron’s Well Service	Sanitary	Floor
16 th Street and 5 th Ave. NE	Sanitary	Floor
318 Confederation Dr.	Sanitary	Floor
720 Windsor Street	Sanitary	Floor

Part 5: Catch Basin Repair and Replacement

Work at these six (6) locations shall involve saw cutting concrete and asphalt, removing existing and installation of catch basin barrel, frame and cover (unless otherwise indicated):

Location	Orientation	Details
4 th Avenue S and 4 th Street S	NW corner	Remove and replace barrel and frame
4 th Avenue S and Confederation Drive	NE corner	Remove and replace frame, set to grade
Brimacombe Drive and 5 th Avenue N	SE corner	Remove and replace barrel and frame
Barber Crescent and Shields Place	East side	Repair and replace frame, set to grade
Barber Crescent and Shields Place	NW corner	Lower the frame to grade
Between 1716 and 1730 Ebel Road	North side	Install catch basin

2.1 Contractor Responsibilities

- The Contractor will conduct a site visit of all work locations with City staff to review construction requirements.
- The Contractor will supply all equipment and labour associated with the scope of work as defined in Part 1 and Part 2.
- The Contractor will supply all materials, equipment and labour associated with the scope of work as defined in Part 3, Part 4 and Part 5.
- The Contractor shall be responsible for the integrity of materials.
- The Contractor shall be responsible for the storage of equipment which shall not be in the public Right-of-Way (ROW).
- The Contractor will complete a Sask1stCall and will complete additional utility locates, as required, prior to any ground disturbance activities.
- The Contractor will provide a minimum 24 hour notice prior to work commencing for Parts 1 and 2.
- The Contractor will provide and maintain the necessary detour signs, construction signage, barricades, lights and provisions for public convenience and safety.
- All work performed on the project shall comply with all applicable codes and regulations.
- The Contractor shall ensure all operations and equipment relating to excavation and shoring is in strict conformance with OH&S regulations and all applicable legislation, codes and standards (use of non-conforming, non-certified trench cage(s) will not be permitted).
- The Contractor will record and maintain a detailed daily progress log for submission (weekly or as requested) to the Project Manager including cross referenced digital photography of work progression and key infrastructure installation.
- The Project Manager will conduct site visits, as required, to evaluate the contractor's work and to gauge the quality, safety and delivery of service. The data obtained from the field is vital in evaluating work performed.
- The Contractor will participate in scheduled meetings with the City of Weyburn as required.

2.2 City Responsibilities

- The City will provide available record drawings for City owned underground utilities. Note: information regarding depths of water mains is generally not available.
- The City will conduct public notification to affected residents and act as liaison with the Water Security Agency where required.
- The City will identify isolation valves and ensure their operation, as needed.
- The City will conduct final flushing and will collect water samples as necessary for testing where required.
- The City will be responsible for all pavement/road surface repairs following project completion.

2.3 Warranty

The proponent agrees to execute and complete the scope of work as stated herein, and warranty such work for a period of one (1) year from date of installation.

2.4 Project Schedule

It is anticipated that project(s) field installation dates are approximately June 29, 2020 to August 31, 2020. The project(s) shall be complete by **September 01, 2020**.

As work in Part 1 is, to an extent, contingent on completion of work in Part 2, completion schedules must be arranged accordingly.

3.0 Performance Measures

The work performed greatly impacts the Weyburn community, and directly influences public safety, health and well-being. The Contractor shall ensure performance of all work conforms to OH&S regulations, industry safety measures, all codes and regulations and all City regulations. The Contractor shall abide by all traffic regulations, requirements and orders, City allowed work hours, City holiday schedule, etc.

4.0 Terms and Conditions

It is very important to review and understand all the terms and conditions, as well as all the policies and programs listed in this section. The City will award contracts only to firms that are able to meet the requirements listed below following contract award:

- a. Business License: The firm selected for this contract shall obtain or provide proof of having a current City of Weyburn Business License.
- b. Insurance Requirements: The Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract.

- c. Bonding Requirements: The Contractor is required to provide a Performance Bonds for 50% of the value of the contract.

5.0 Third Party Agreement

The Third Party agrees to indemnify and save harmless Canada, Saskatchewan, the Recipient, their officers, servants, employees or agents from and against claims, demands, loss, expenditures, damages, actions, suits, or other proceedings by whomsoever brought or prosecuted in any manner based upon, or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

- This Contract;
- The performance of a contract or the breach of any term or condition of it by the Third Party, its officers, servants, employees or agents; or
- Any omission or other willful or negligent act of the Third Party, their respective officers, servants, employees or agents.

The Third Party agrees that nothing in this Contract is to be construed as authorizing the Third Party to contract for or to incur any obligation on behalf of Canada, Saskatchewan or the Recipient or to act as agent for them.

6.0 Termination, Cancellation and Suspension of Contract

6.1 City of Weyburn's Right to Terminate

In this section, "Contractor" also includes any corporation that directly or indirectly controls the Contractor.

In any of the following situations, the Contractor is in default under this Contract and the City of Weyburn may, without prejudice to any other right or remedy it may have, terminate this Contract by providing written notice to the Contractor to that effect:

- a. If the Contractor fails to diligently carry out the Work as provided in this Contract, including failure by the Contractor to achieve progress in the performance of the Work as described in this Contract and the Contractor does not remedy or commence remedying the failure within 10 days after receiving written notice of it from the City of Weyburn, or fails to diligently continue to remedy the failure thereafter to completion.
- b. If the City of Weyburn gives the Contractor notice of a default of this Contract and the Contractor fails to remedy or commence remedying such default within 10 days after such notice, or fails to diligently continue to remedy such default thereafter to completion.
- c. Upon occurrence of any of the following events, namely, if the Contractor:

- i. Is bankrupt or insolvent or has committed or suffered any act of bankruptcy or insolvency;
- ii. Makes any general assignment for the benefit of its creditors;
- iii. Is subject to the appointment of a receiver, manager, trustee or liquidator in respect of the Contractor or its business and such appointment is not being contested in good faith by appropriate proceedings (in which case the termination is deemed to take place one day before such appointment);
- iv. Ceases to carry on business or threatens to cease to carry on business;
- v. Has liquidated itself under the direction of a court or otherwise; or
- vi. Has commenced proceedings or the passing of an effective resolution for the dissolution, liquidation or winding up of itself.

6.2 Cancellation by City of Weyburn

The City of Weyburn may cancel this Contract, without cause, upon written notice to the Contractor to that effect. If the City of Weyburn cancels this Contract, the following provisions apply:

- a. Upon the date of the giving of such notice of cancellation or such other date of cancellation indicated in the notice of cancellation, the Contractor shall stop the performance of the Work to the extent directed in the notice of cancellation;
- b. The Contractor shall use its best efforts to minimize all costs incurred by the Contractor and all Subcontractors as a result of cancellation of the Work.

6.3 Rights on Termination or Cancellation

Upon termination or cancellation of this Contract, the City of Weyburn may take possession of the Work and finish the Work by whatever method it deems expedient. All warranties under this Contract will survive termination/cancellation of the engagement of the Contractor to the extent applicable to the Work performed to the date of termination/cancellation.

Upon the Contractor delivering or making available to the City of Weyburn all aspects of the Work as they exist at the date of cancellation/termination the City of Weyburn shall pay to the Contractor:

- a. The value of the Work performed to the date of cancellation/termination calculated with reference to the Contract Price and any applicable payment milestones set out in this Contract; and
- b. All actual direct expenses, charges and liabilities reasonably incurred by the Contractor necessitated by the cancellation/termination.

The City of Weyburn is in no way liable to the Contractor for any loss or damages in any manner based upon, arising out of, resulting from or attributable to any cancellation/ of this Contract or any termination by the City of Weyburn of the engagement of the Contractor to provide any Work or

any suspension of Work including, without limitation, for any damages for loss of profit, loss of revenue or loss of anticipated business suffered or incurred by the Contractor.

6.4 Suspension by the City of Weyburn

The City of Weyburn may suspend the performance of any Work at any time, from time to time, by giving the Contractor written notice. Upon the City of Weyburn notifying the Contractor that the suspension has ceased, the Contractor shall, as quickly as reasonably possible, resume the performance of the Work to the extent requested by SaskPower.

If the City of Weyburn suspends the performance of any Work, the Contractor shall be reimbursed for any additional reasonable costs actually incurred by the Contractor in suspending the Work during the period of suspension and to resume the Work after the end of the suspension period, as is agreed between the City of Weyburn and the Contractor.

7.0 Conflict of Interest and Confidentiality

Contractor shall avoid all conflicts of interest and respect its relationship with the City by maintaining confidentiality of materials deemed confidential by law. Contractor specifically agrees to the following:

- a. Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this RFP. Without limitation, the Contractor represents to and agrees with the City that no conflict of interest is created between providing the City services hereunder and any interest Contractor may have with respect to any other person or entity which has any interest adverse or potentially adverse to the City.
- b. All reports, analysis, maps, diagrams or any documents prepared or assisted in the preparation of or by the Contractor are also considered the work product of the City and shall not be communicated to any person except as specifically authorized in writing signed by the City.
- c. If a Proponent is later determined to have failed to disclose a Conflict of Interest and/or the Conflict of Interest is falsely or insufficiently reported, the City of Weyburn may terminate or cancel the Contract, which may have been entered into with such Proponent.

8.0 Response Requirements

Proponents are requested to submit one (1) original and/or an electronic copy of their proposal. Proponents should also label the Proposal envelope with the RFP Title, the Proponent's name and address, and the RFP# (UTI-2020-01). Submissions must contain the following information:

1. A statement of project understanding.
2. Schedules for project delivery (separate schedules according to each Part bid, construction to be completed as of September 01, 2020).
3. A completed bid form (Appendix B).
4. Key contact personnel in the event that additional information is require.

5. A description of previous experience on related projects would be considered an asset.

9.0 Rejection of Proposal Elements

All responses to the RFP become the property of the City. The RFP does not commit the City to award a contract or to pay any cost incurred in the preparation of the proposal. This project is subject to budget constraints. The City reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of the RFP and/or RFP process, to reject any or all proposals, whether or not minimum qualifications are met, and to modify, postpone, or cancel the RFP without liability, obligation, or commitment to any party, firm, or organization. In addition, the City reserves the right to waive any defects as to form or content of the RFP or any responses by any Contractor teams and to request and obtain additional information from any candidate submitting a proposal. Furthermore, a proposal RISKS BEING REJECTED for any of the following reasons:

- a. Proposal received after designated time and date.
- b. Proposal received at other than the designated location.
- c. Proposal not containing the required elements, exhibits, nor organized in the required format.
- d. Proposal contains excess or extraneous material not called for in the RFP.
- e. Proposal considered not fully responsive to this RFP.

10.0 Evaluation Process

Selection of a successful proposal will be based upon the following selection criteria:

- Understanding of the project, ability to provide the services required and ability to provide reference (20%).
- Schedule for project delivery (25%).
- Cost (55%).

The City may ask questions of a clarifying nature from bidders, as required. The City reserves the right to award the tender in whole or in part, or to cancel the tender at any point. The lowest tender will not necessarily be accepted.

11.0 Submission

To receive consideration, response to the RFP must be submitted, no later than 2:00pm CST, Monday, June 15, 2020. Any Proposal received at the designated location after the required time and date specified for receipt shall not be considered.

Questions regarding the RFQ should be directed to:

Kim Wilkes, by phone (306) 848-3290 or e-mail (kwilkes@weyburn.ca)

Questions must be received by phone or e-mail by Friday, June 05, 2020 at 3:00pm CST.

12.0 Key Dates

Activity	Date
Questions Submission Deadline	3:00 pm, Friday, June 05, 2020
Proposal Submission Deadline	2:00 pm, Monday, June 15, 2020
Proposal Opening	3:00 pm, Monday, June 15, 2020
Estimated Award of Contract Date	June 22, 2020

13.0 City Representative

Direct all proposal submissions to the following City Representative:

Donette Richter
City Clerk
City of Weyburn
157 – 3rd Street NE
Weyburn, SK
S4H 2K6

P: (306) 848-3209
Electronic Submissions to rfp@weyburn.ca

Appendix A

Location Street Views

Parts 1 & 2

Part 1: Fire Hydrant Replacement



Figure 1: 2nd Street and Bison Avenue - Hydrant # 159



Figure 2: 4th Street N and 1st Avenue NE - Hydrant # 33



Figure 3: 10th Street and 1st Avenue NE - Hydrant # 37



Figure 4: 11th Street and 1st Avenue NE - Hydrant # 38



Figure 5: 13th Street and Railway Avenue - Hydrant # 164

Part 2: Street Valve Replacement



Figure 1: Douglas Road and Rick Smith Crescent - Valve # 382



Figure 2: Douglas Road and McLelland Street - Valve # 381



Figure 3: 4th Street N and 1st Avenue NE - Valve # 48



Figure 4: Hartney Avenue and 11th Street - Valve # 86



Figure 5: Railway Avenue and 10th Street - Valve # 715



Figure 6: [ALTERNATE] Railway Avenue and 3rd Street - Valve #213

Appendix B

Contract Price Form

City of Weyburn RFP UTI-2019-02

Contract Price Form

1. Instructions

All price(s) quoted:

- (a) in the unit of measure ("UOM") provided;
- (b) firm in Canadian dollars;
- (c) with Goods and Services Tax (Canada) ("GST") extra;
- (d) with Provincial Sales Tax (Saskatchewan) ("PST") extra; and
- (e) based on the Contractor shipping all goods DDP (Delivery Duty Paid)/Freight Prepaid to the Site.

2. Contract Price

The Contract Price for performance of the Work, as increased or decreased in accordance with the provisions of this Contract, is as follows:

Part 1: Fire Hydrant Replacement			
Description (unit)	Quantity	Unit Bid Prices	Total
Excavation, removal and replacement of fire hydrants including the installation of isolation valves.	5		
Provincial Sales Tax = (6%) x (Subtotal)			
Goods and Services Tax = (5%) x (Subtotal)			
Total Amount of Bid (Including Associated Taxes)			

Part 2: Street Valve Replacement			
Description (unit)	Quantity	Unit Bid Prices	Total
Excavation, removal and replacement of street valves.	5		
Provincial Sales Tax = (6%) x (Subtotal)			
Goods and Services Tax = (5%) x (Subtotal)			
Total Amount of Bid (Including Associated Taxes)			

Part 3: Trenchless Sanitary Service Renewal			
Description (unit)	Quantity	Unit Bid Prices	Total
Renewal of residential sewer service connection utilizing trenchless/lining technology.	6		
Provincial Sales Tax = (6%) x (Subtotal)			
Goods and Services Tax = (5%) x (Subtotal)			
Total Amount of Bid (Including Associated Taxes)			

Part 4: Manhole Refurbishment			
Description (unit)	Quantity	Unit Bid Prices	Total
Repair and refurbishment of manholes.	16		
Provincial Sales Tax = (6%) x (Subtotal)			
Goods and Services Tax = (5%) x (Subtotal)			
Total Amount of Bid (Including Associated Taxes)			

Part 5: Catch Basin Repair and Replacement			
Description (unit)	Quantity	Unit Bid Prices	Total
Repair, replacement or installation of catch basins.	6		
Provincial Sales Tax = (6%) x (Subtotal)			
Goods and Services Tax = (5%) x (Subtotal)			
Total Amount of Bid (Including Associated Taxes)			

Bidder's Signing Block

Company Name	Company Address
Print Name of Contact	Contact Telephone Number
Business Fax Number	Business E-mail Address
Signature of Authorized Representative	

EXAMPLE - BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____ as Principal, hereinafter called the Principal, and _____ as Surety, hereinafter called the Surety, are held and firmly bound onto _____ as Obligee, hereinafter called the Obligee, in the amount of _____ Dollars (\$ _____) lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a written tender to the Obligee, such tender being called the _____ day of _____ A.D., 20____ for

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall have the tender accepted within sixty (60) days from the closing date of tender and the said Principal will, within the time required, enter into a formal contract and furnish a Labour and Materials Payment Bond in the amount of fifty percent (50%) of the contract and a Performance Bond in the amount of fifty percent (50%) of the contract satisfactory to the Obligee, to secure the performance of the terms and conditions of the contract, then this obligation shall be null and void; otherwise, the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount to be in excess of the former. The Principal and Surety shall not be liable for a greater sum than the specified penalty of this Bond.

ANY SUIT UNDER THIS BOND must be instituted before the expiration of six (6) months from the date of this Bond.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized officer, this _____ day of _____ A.D., 20_____.

(Name of Contractor)

(Seal)

Per:

(Name of Surety)

(Seal)

Per:

EXAMPLE – CONSENT OF SURETY

Bond Number: _____

Principal: _____
(hereinafter called the Principal)

Obligee: CITY OF WEYBURN
(hereinafter called the Obligee)

Tender Date: _____
(date)

Job: In consideration of the Obligee accepting the tender and executing an agreement with the Principal for:

Surety: _____
(name of Surety)

as Surety, agrees to execute a Performance Bond in favour of the Obligee for **Fifty Percent of the Contract Price (50%)**, conditioned for the performance of the work described herein and the contract between the Principal and Obligee.

The Surety, also agrees to execute a Labour & Material Payment Bond for **Fifty Percent of the Contract Price (50%)**, with respect to the above mentioned project.

Provided however, that the Surety's obligation shall expire **Sixty (60) Days** from the closing date of this tender and no action shall be taken against the Surety after the **Sixty (60) Days** have expired.

SIGNED AND DATED: _____
(date)

(name of Surety)

(name of person signing on behalf of Surety)

(signature of person signing on behalf of Surety)

EXAMPLE - PERFORMANCE BOND

CITY OF WEYBURN CONTRACT NO. _____ Bond No. _____

KNOW ALL MEN BY THESE PRESENTS THAT _____,
as Contractor, hereinafter called "the Contractor", and _____ as
Surety, hereinafter called "the Surety" are held and firmly bound unto _____ as
Owner, hereinafter called "the Owner", in the amount of FIFTY PERCENT (50%) of the TOTAL
TENDER PRICE, namely _____ DOLLARS
(\$ _____) lawful money of Canada, for the payment of which sum, well and truly made,
the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a written Contract with the Owner, dated the ____ day of
_____, 20__ for
_____ in accordance with the Drawings and Specifications submitted
therefor, which Contract, Drawings, Specifications, and all other Contract Documents, and
amendments thereto, to the extent herein provided for, are by reference made part hereof and are
hereinafter referred to as "the Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor
shall promptly and faithfully perform said Contract (including any amendments thereto, provided
such amendments to do not collectively increase the amount to be paid to the Contractor by more
than TEN PERCENT (10%) of the amount of the Contract except with the written consent of the
Surety) then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever the Contractor shall be, and declared by the Owner to be, in default under the Contract,
the Owner having performed the Owners' obligations thereunder, the Surety may promptly remedy
the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for submission to the Owner for completing the Contract in
accordance with its terms and conditions, and upon determination by the Owner and
Surety of the lowest responsible bidder, arrange for a Contract between such bidder
and Owner and make available as work progresses (even though there should be a
default or a succession of defaults in the completion arranged under the Contract or
Contracts of completion arranged under this paragraph) sufficient funds to pay the
cost of completion less the balance of the contract price, but not exceeding, including
other costs and damages for which the Surety may be liable hereunder, the amount
set forth in the first paragraph hereof. The term "Balance of the Contract Price" as
used in this paragraph, shall mean the total amount payable by the Owner to the
Contractor under the Contract less the amount paid by the Owner to the Contractor.

Any suit under this bond must be instituted before the expiration of TWO (2) YEARS from the date
on which final payment under this Contract falls due.

The Surety shall not be liable for a greater sum than the specified penalty on this Bond.

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

IN TESTIMONY WHEREOF, the Contractor has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its Attorney-in-fact, this _____ day of _____, 20____.

(Name of Contractor)

(Seal)

Per:

(Name of Surety)

(Seal)

Per:

OR, In the case of an individual or individuals:

SIGNED IN THE PRESENCE OF:

_____)	
(name of witness))	CONTRACTOR
)	
occupation:)	
)	
address:)	
)	
)	
_____)	
(name of witness))	CONTRACTOR
)	
occupation:)	
)	
address:)	
)	

SURETY:)

The Corporate Seal of)
)
)
_____)
(name of surety company))
)
_____)
(name))
title:)
)
)
_____)
(name))
title:)

(SEAL)

Address of Surety for receipt of notices:

Attention:

EXAMPLE - LABOUR AND MATERIALS PAYMENT BOND

CITY OF WEYBURN CONTRACT NO. _____ Bond No.

KNOW ALL MEN BY THESE PRESENTS THAT _____, as Contractor, hereinafter called "the Contractor", and _____, as Surety, hereinafter called "the Surety" are held and firmly bound unto _____ as Owner, ITS SUCCESSORS AND ASSIGNS, AS OBLIGEE, hereinafter called "the Owner", for the use and benefit of claimants as herein below defined, in the amount of FIFTY PERCENT (50%) of the TOTAL TENDER PRICE, namely _____ DOLLARS (\$ _____) lawful money of Canada, for the payment of which sum, well and truly made, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a written Contract with the Owner, dated the ___ day of _____, 20_ for _____ in accordance with the Drawings and Specifications submitted therefor, which Contract, Drawings, Specifications, and all other Contract Documents, and amendments thereto, to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as "the Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall promptly make payment to all claimants as hereinafter defined, for all labour and material used or reasonably required for use in the performance of the Contract, (including any amendments thereto, provided such amendments do not collectively increase the amount to be paid to the Contractor by more than TEN PERCENT (10%) of the amount of the Contract except with the written consent of the Surety) then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- (1) A claimant is defined as one having a direct Contract with the Contractor 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 of equipment (where the rent pursuant to an agreement is to be applied towards the purchase price thereof) directly applicable to the Contractor.
- (2) The above-named Contractor and the Sureties hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full 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, as materials were furnished by such claimant, and have execution thereof.
- (3) No suit or action shall be commenced hereunder by claimant,
 - (a) Unless claimant shall have given written notice to the Contractor at:

and the Surety at:

within ONE HUNDRED AND TWENTY (120) DAYS after such claimant did or performed the last of the work or labour, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or for whom the materials were furnished, or for whom the work or labour was done or performed. Such notice shall be served by mailing the same by REGISTERED MAIL to the Contractor and to the Surety at their address as given herein.

- (b) After the expiration of ONE (1) YEAR following the date of which the Contractor ceased to work on said Contract including work performed under the guarantees provided in the Contract.
- (c) Other than in a court of competent jurisdiction in the Province or District in which the project, or any part thereof, is situated and not elsewhere.
- (4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment of Sureties of mechanics liens whether or not claim for the amount of such lien be presented under and against this bond.
- (5) The Sureties shall not be liable for a greater sum than the specified penalty of this bond.

PROVIDED HOWEVER, that no variation or alternation of the terms of the said Contract made by agreement between the Owner and Contractor, or in the extent, nature or method of performance of the work to be constructed, maintained, and completed thereunder, and no allowances of time by the Owner or Engineer under the said Contract nor in any waiver, forbearance, or forgiveness in or in respect of any matter or thing concerning the said Contract or the conduct or performance thereof by the Contractor on the part of the Owner or the said Engineer, shall in any way release the Surety from any liability under the above written bond. Notice to the Sureties of any such variation, alteration, allowance of time, waiver, forbearance or forgiveness is hereby waived by the Surety.

IN TESTIMONY WHEREOF, the Contractor has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its Attorney-in-fact, this _____ day of _____, 20____.

(Name of Contractor)

(Seal)

Per:

(Name of Surety)

(Seal)

Per:

OR, In the case of an individual or individuals:

SIGNED IN THE PRESENCE OF:

_____)	_____
(name of witness))	CONTRACTOR
occupation:)	
address:)	
)	
)	

_____)	_____
(name of witness))	CONTRACTOR
occupation:)	
address:)	
)	
)	

SURETY:)	
The Corporate Seal of)	
)	(SEAL)
)	

_____)	
(name of surety company))	

_____)	
(name))	
title:)	

_____)	
(name))	
title:)	