

Specification For Definitions And Interpretation-1000

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1 DEFINITIONS

- 1.1 Bid means the offer of the Bidder, submitted on the Bid Form, to perform the Work at the prices quoted by the Bidder.
- 1.2 Bid Form means the form on which the Ministry requires Bids to be prepared and submitted for the Work.
- 1.3 Bid Item means the portion of the Work for which a price is required on the Bid Form.
- 1.4 Bid Package means the Bid Form including all documents referenced therein.
- 1.5 Bidder means a person, partnership, or corporation that submits a Bid.
- 1.6 Contract means the executed Bid Form, including all documents referenced therein and any Supplemental Agreements.
- 1.7 Contract Item is the term used for:
- 1.7.1 a Bid Item, shown on the Bid Form, after the Contract is executed; or
 - 1.7.2 Work added by Supplemental Agreement.
- 1.8 Contractor means the person, partnership, or corporation executing the Contract.
- 1.9 Crown means His Majesty the King in Right of the Province of Saskatchewan.
- 1.10 Deputy Minister is the person holding the position of the Deputy Minister of Highways for the Province of Saskatchewan.
- 1.11 Engineer means the person holding the position of the Deputy Minister or the designate of the Deputy Minister acting within the scope of the authority conferred by the designation.

- 1.12 Estimated Quantity means the quantity for a Bid Item shown on the Bid Form.
- 1.13 Extension of a Unit Price means the product of the Estimated Quantity for a Bid Item multiplied by the Unit Price.
- 1.14 Extra Work means work of a class for which there is no price included in the Contract, but which is considered necessary to satisfactorily complete the Project. Such Extra Work may be performed at agreed prices or on a Force Account basis.
- 1.15 Final Completion means the completion of all the Work in accordance with the requirements specified in the Contract.
- 1.16 Final Contract Amount means the sum of the products of the Final Quantity multiplied by the Unit Price for all Contract Items excluding Site Occupancy.
- 1.17 Final Quantity means the actual quantity for a Contract Item at the completion of the Work.
- 1.18 Force Account means the payment for authorized Extra Work at the approved rental rates for equipment, and actual cost of labour and materials plus allowances.
- 1.19 Highway, Street, Road is a general term denoting a public way for the purposes of vehicular and pedestrian travel, including the entire area within the Right-of-Way.
- 1.20 Holiday means the following days:
- | | | |
|----------------|------------------|-----------------|
| New Year's Day | Canada Day | Remembrance Day |
| Family Day | Saskatchewan Day | Christmas Day |
| Good Friday | Labour Day | Boxing Day |
| Victoria Day | Thanksgiving Day | |
- 1.21 Labour & Material Payment Bond means the bond furnished by the Contractor to the Minister to guarantee payment by the Contractor, or its subcontractors, to persons who supply labour or materials used or reasonably required for use in the performance of the Contract and shall be on the form provided by the Ministry.

- 1.22 Lane means the portion of the Travelled Way intended for the movement of a single line of vehicles.
- 1.23 Liquidated Damages represents a genuine and reasonable estimate of the cost of damages that the Ministry and the public will incur as a result of the Contractor's failure to meet the Specified Substantial Completion Date. Damages incurred includes costs related to the following: engineering, inspection, supervision, road preservation, road users, delays, safety, budget and other costs.
- 1.24 Major Contract Item means any Contract Item except for Site Occupancy for which the total cost (determined by multiplying the Estimated Quantity or the Final Quantity, whichever is the greater, by the Unit Price) is greater than 7.0% of the Total Amount of the Bid, excluding the Extension of a Unit Price for Site Occupancy Bid Items.
- 1.25 Minister is the person holding the position of the Minister of Highways for the Province of Saskatchewan and includes the Deputy Minister of Highways.
- 1.26 Ministry means the Ministry of Highways of the Province of Saskatchewan.
- 1.27 Pavement Structure means a course of asphalt aggregate mixtures, plus base and sub-base courses if any, placed on a Subgrade.
- 1.28 Performance Bond means the bond furnished by the Contractor to the Minister to guarantee performance by the Contractor of the Contract and shall be on the form provided by the Ministry.
- 1.29 Plans mean the plans referenced on the Bid Form which show the location, character, dimensions, and details of the Project.
- 1.30 Project means the site(s) where Work is to be performed.
- 1.31 Province means The Province of Saskatchewan.
- 1.32 Right-of-Way (Road Allowance) means a general term denoting land, property or interest therein acquired for or devoted to a Highway, Street or Road.
- 1.33 Roadside means the Right-of-Way excluding the Roadway.
- 1.34 Roadway means all travelled way and shoulders, interchange ramps, crossroads, intersection treatments and other roads that form the Highway, as well as the associated drainage systems, lighting, signage, signals, markings, landscaping, fencing and other appurtenances, excluding bridge structures.

- 1.35 Structure(s) means bridges, major culverts (3.0 metre diameter or larger), major retaining walls, and major overhead and cantilevered sign structures that form the Highway.
- 1.36 Schedule of Rental Rates means the rates provided in the current Equipment Rental Rates Guide & Membership Roster published by the Saskatchewan Heavy Construction Association and approved by the Ministry.
- 1.37 Shoulder means that portion of the Roadway adjacent to the Travelled Way.
- 1.38 Special Provisions means Contract requirements covering matters specific to an individual Contract that amend or supplement the other Contract documents.
- 1.39 Specifications means all directions, provisions, and requirements pertaining to performance of the Work.
- 1.40 Subgrade means the prepared embankment, constructed from earth and/or rock materials, upon which the Surface Course (if any) is constructed.
- 1.41 Supplemental Agreement means any written agreement entered into between the Contractor and the Ministry for the purpose of making deletions, additions, substitutions, extensions, clarifications, or any kind of alteration to the existing Contract.
- 1.42 Surface Course means one or more layers of granular materials, asphalt concrete or concrete placed upon the Subgrade.
- 1.43 Substantial Completion means the completion of all the Work except those items identified in Special Provisions.
- 1.44 Specified Substantial Completion Date means the date by which the Contractor must complete all Work required to achieve Substantial Completion.
- 1.45 Specified Final Completion Date means the date by which the Contractor must complete all Work required to achieve Final Completion.
- 1.46 Total Amount of Bid means the sum of the Extensions of all Unit Prices.
- 1.47 Travelled Way means the portion of the Roadway intended for the movement of vehicles, exclusive of Shoulders and auxiliary lanes.
- 1.48 Unit Price means the price that a Bidder bids for a Bid Item.
- 1.49 Work means the furnishing of all labour, materials, equipment, permits and approvals, and anything else necessary for the successful completion of the Contract.

2 INTERPRETATION

- 2.1 The titles or headings of the sections and subsections are intended for convenience of reference and shall not be considered as having any bearing on their interpretation.
- 2.2 In order to avoid repetition in this Contract, whenever anything is required, determined, directed, specified, authorized, ordered, given, designated, indicated, considered necessary, deemed necessary, permitted, reserved, suspended, established, approval, approved, disapproved, acceptable, unacceptable, unsuitable, accepted, satisfactory, unsatisfactory, sufficient, insufficient, rejected, or condemned; it shall be understood as if the expression were followed by the words "by the Engineer" or "to the Engineer".
- 2.3 If any provision of this Contract is void, illegal, invalid or unenforceable; it shall be severable from the Contract and shall not invalidate, affect or impair the remaining provisions of the Contract.
- 2.4 No change or modification of this Contract shall be valid unless it is in writing and signed by each Party hereto.
- 2.5 This Contract constitutes the entire agreement between the parties and supersedes all previous negotiations. No implied terms or obligations of any kind shall arise from anything in this Contract or otherwise, and the express provisions and agreements contained herein are the only provisions and agreements upon which any rights against a Party may be founded.
- 2.6 Any reference to an Act or a Regulation includes any amendment or substitution to that Act or Regulation.
- 2.7 This Contract shall be construed in accordance with and governed by the laws in force in the Province of Saskatchewan.