

SCHEDULE 9

REVIEW PROCEDURE

PART A – WORKS

1. WORKS SUBMITTALS

1.1 The provisions of Part A of this Schedule 9 shall apply to the Design Development Submittals, the Construction Document Submittals, the Design Data, the Utility Agreements and any and all items, documents and anything else required or specified by this Project Agreement, including all Works Submittals listed in Appendix A to this Schedule 9, in respect of the Works to be submitted to, reviewed or otherwise processed by the Ministry in accordance with the Review Procedure prior to or after Phase One Substantial Completion and Substantial Completion in respect of the completion of Minor Deficiencies, including any and all subsequent revisions, amendments and changes thereto (collectively and individually, “**Works Submittal**” or “**Works Submittals**” as applicable in Part A of this Schedule 9).

2. SCHEDULE FOR WORKS SUBMITTALS

2.1 The Works Schedule shall provide for a progressive and orderly flow of Works Submittals from Project Co to the Ministry Representative to allow sufficient time for review of each Works Submittal by the Ministry Representative taking into account both the resources necessary to be available to the Ministry Representative to conduct such review and whether delay in the review of the subject matter of the Works Submittal shall have a material impact on Project Co’s ability to progress future anticipated Works Submittals and the Works in accordance with the Works Schedule.

2.2 The Works Schedule and any amendment to the Works Schedule shall allow a period of 10 Business Days (excluding the period between December 24th and January 2nd inclusive) or such longer period as the Parties may agree, from the date of receipt by the Ministry Representative for review of and response to each Works Submittal, provided that if Project Co has made major changes to the grouping and volume of Works Submittals, such period of time shall be adjusted by Project Co, acting reasonably, taking into account the factors set forth in Section 2.1 of this Schedule 9.

2.3 Project Co shall, in scheduling Works Submittals and in the performance of the Project Operations, allow adequate time prior to performing the Project Operations that are the subject of the Works Submittals, for review of the Works Submittals and for Project Co to make changes to Works Submittals that may be required if comments are received on the Works Submittals, such review and required changes to be in accordance with Part A of this Schedule 9.

2.4 If the Works Schedule indicates that a large number of Works Submittals will be made at one time, the Ministry Representative may, at the Ministry Representative’s discretion, request a longer period for review or a staggering of the Works Submittals, and Project Co shall review and revise the Works Schedule accordingly, taking into account both the resources necessary to be available to the Ministry Representative to conduct such review and whether delay in the review of the subject matter of the Works Submittal shall have a material impact on Project Co’s ability to progress future anticipated Works Submittals and the Works in accordance with the Works Schedule.

2.5 Project Co shall submit all Works Submittals to the Ministry in accordance with the current Works Schedule.

3. GENERAL REQUIREMENTS FOR WORKS SUBMITTALS

3.1 Unless otherwise specified by the Ministry Representative, Project Co shall issue 3 printed copies of all Works Submittals to the Ministry, together with an electronic copy in a format agreed by the Parties acting reasonably and one printed copy and an electronic copy of each Works Submittal to the Independent Certifier.

3.2 Project Co shall compile and maintain a register of the date and contents of the submission of all Works Submittals and the date of receipt and content of all returned Works Submittals and comments thereon.

3.3 All Works Submittals shall be in English.

3.4 Works Submittals required by this Project Agreement or by Applicable Law to be signed or sealed by persons with professional designations licenced to practice in Saskatchewan (including, where applicable, by registered Professional Engineer) shall, where applicable, be so signed and sealed. Project Co shall comply with the provisions of *The Engineering and Geoscience Professions Act* (Saskatchewan) requiring every partnership, association of persons or corporation that engages in the practice of professional engineering or the practice of professional geoscience as its principal or customary function to obtain a certificate of authorization.

3.5 All Works Submittals shall include copies of all documents to be reviewed and shall clearly identify the purpose of the Works Submittal and Project Co's proposed course of action relating to the Works Submittal and the Project Operations that are the subject of the Works Submittal.

3.6 All Works Submittals shall, where applicable, refer to the relevant provisions of the Technical Requirements, any other applicable Schedule to this Project Agreement and to any Design Data that has previously been subject to review.

3.7 All Works Submittals shall be clearly identified as a Works Submittal and shall be delivered with appropriate covering documentation, which shall include a list of all attached Works Submittals and for each Works Submittal:

- (a) the document number(s) or drawing number(s);
- (b) revision numbers (if applicable);
- (c) document or drawing title(s);
- (d) name of entity that prepared the Works Submittal;
- (e) the Works Submittal history showing date and delivery information and/or log number of all previous submissions of that Works Submittal; and
- (f) identification of any previous Works Submittal superseded by the current Works Submittal.

4. COMMENTS

- 4.1** The Ministry Representative shall review and respond to each Works Submittal in accordance with the time periods specified in Section 2.2 of this Schedule 9. The Ministry Representative shall return Works Submittals to Project Co with a copy to the Independent Certifier and assign one of the following 3 comments:
- (a) “REVIEWED”;
 - (b) “REVIEWED AS NOTED”; or
 - (c) “REJECTED”.
- 4.2** The comment “REVIEWED” will be assigned to those Works Submittals that, in the opinion of the Ministry Representative, conform to the requirements of this Project Agreement. Project Co shall comply with and implement such Works Submittals.
- 4.3** The comment “REVIEWED AS NOTED” will be assigned to those Works Submittals that, in the opinion of the Ministry Representative, generally conform to the requirements of this Project Agreement, but in which immaterial deficiencies have been found by the Ministry Representative’s review. Project Co shall correct these Works Submittals and provide a copy of the corrected Works Submittals to the Ministry Representative. Project Co shall comply with and implement such Works Submittals after correction, including in accordance with the comments. If at any time it is discovered that Project Co has not corrected the deficiencies on Works Submittals stamped “REVIEWED AS NOTED”, then Project Co will be required to modify the Works Submittals and Project Operations, as applicable and as required to ensure that the Works comply with the Technical Requirements, any other applicable Schedule to this Project Agreement, and the Project Co Proposal Extracts. Project Co may be required, at the Ministry Representative’s discretion, to resubmit relevant Works Submittals. In such circumstances the Ministry Representative will act promptly in considering whether such deficiencies have been corrected. No extension of time will be given or additional compensation paid in respect of any such correction or re-submittal.
- 4.4** The comment “REJECTED” will be assigned to those Works Submittals that, in the opinion of the Ministry Representative, contain material deficiencies and/or do not generally conform with the requirements of this Project Agreement, including this Schedule 9. Project Co shall correct and re-submit these Works Submittals within 10 Business Days after the comment has been provided to Project Co, or such longer period as the Parties may agree. Project Co shall give the Ministry Representative not less than 5 Business Days’ notice of when the Works Submittals shall be resubmitted unless the Works Submittal is re-submitted within 5 Business Days after the comment has been provided to Project Co. The Ministry Representative will then review such re-submitted Works Submittals and assign a comment to the corrected Works Submittal. The Works Submittals shall be corrected, revised and resubmitted as often as may be required to obtain a “REVIEWED” comment. No extension of time will be given or additional compensation paid in respect of any such correction or re-submittal.
- 4.5** When the Ministry Representative issues a comment “REVIEWED AS NOTED” or “REJECTED”, the Ministry Representative will provide reasons for the comment, referencing the particulars of the Section(s) of this Project Agreement that the Works Submittal fails to satisfy,

and, if requested by the Project Co Representative, the Ministry Representative will meet with the Project Co Representative to discuss the reasons for the comment.

- 4.6** If, at any time after assigning a comment to a Works Submittal, the Ministry Representative or Project Co discovers any significant deficiencies or any failure to conform to the requirements of this Project Agreement, the Ministry Representative may revise the comment assigned to any Works Submittal. If the Parties agree or it is determined in accordance with Section 5 of this Schedule 9 that the revised comment is correct, Project Co shall make all such corrections to the Works Submittals and the Project Operations. No extension of time will be given or additional compensation paid in respect of any such correction or re-submittal.
- 4.7** For the purpose of facilitating and expediting the review and correction of Works Submittals, the Ministry Representative and the Project Co Representative shall meet as may be mutually agreed to discuss and review any outstanding Works Submittals and any comments thereon.
- 4.8** The Ministry Representative at his discretion may elect to add comments to only the cover page or first sheet of the Works Submittal and to individual pages or sheets of the Works Submittal, along with an explanation. Any pages returned without such an explanation as to their status shall be deemed to be “REVIEWED” by the Ministry.
- 4.9** In lieu of returning a Works Submittal, the Ministry Representative may, by letter, notify Project Co of the comment assigned to the Works Submittal and if such comment is “REVIEWED AS NOTED” or “REJECTED” the letter will contain comments in sufficient detail for Project Co to identify the correction sought.

5. DISPUTES

- 5.1** If Project Co disputes any act of the Ministry or the Ministry Representative in respect of a Works Submittal under this Part A, Project Co shall promptly notify the Ministry Representative and the Independent Certifier of the details of such Dispute and shall submit the reasons why Project Co believes a different comment should be assigned, together with appropriate supporting documentation. The Ministry Representative will review the Works Submittal, the reasons and the supporting documentation within 5 Business Days after receipt by the Ministry Representative or such longer period as the Parties may agree and will either confirm the original comment or notify Project Co of a revised comment. If the Ministry Representative confirms the original comment, Project Co may request the Independent Certifier to resolve the Dispute and render a decision within 5 Business Days of such request.
- 5.2** If either Party is not satisfied, acting reasonably, with the resolution of the Independent Certifier, subject to Section 10.2 of this Schedule 9, either Party may refer the matter for determination in accordance with Schedule 22 - Dispute Resolution Procedure.
- 5.3** Notwithstanding the provisions of Sections 5.1 and 5.2 of this Schedule 9, the Ministry or Ministry Representative may direct Project Co to revise the Works Submittals in accordance with the comments of the Ministry or Ministry Representative and Project Co shall proceed to perform and complete the Works on the basis of such revised Works Submittals. For clarity, such direction shall be considered a Dispute and Project Co may proceed in accordance with Schedule 22 - Dispute Resolution Procedure of this Project Agreement.

6. EFFECT OF REVIEW

- 6.1** Any review and comment by Ministry or the Ministry Representative of any Works Submittals is for general conformity to the obligations and requirements of this Project Agreement and any such review and comment shall not relieve Project Co of the risk and responsibility for the Project Operations and for meeting all of its obligations under and requirements of this Project Agreement, and shall not create any new or additional obligations or liabilities for the Ministry. Without limiting the generality of the foregoing any and all errors or omissions in Works Submittals or of any review and comment shall not exclude or limit Project Co's obligations or liabilities in respect of the Works under this Project Agreement or exclude or limit the Ministry's rights in respect of the Works under this Project Agreement.

7. WORKS SUBMITTAL EXPLANATION

- 7.1** At any time, the Ministry Representative may require Project Co or any Project Co Parties, including Project Co's consultants and any other relevant personnel, at no additional cost to the Ministry, to explain to the Ministry Representative and the Ministry's advisors the intent of Project Co's Works Submittals, including in relation to any design and any associated documentation and as to its satisfaction of the Technical Requirements or any other Schedule to this Project Agreement, as applicable.

8. REVISIONS

- 8.1** Project Co shall ensure that Works Submittals keep the same, unique reference number throughout the review process, and that subsequent revisions of the same Works Submittal are identified by a sequential revision number. Correspondence related to such Works Submittal shall reference the reference number and revision number.
- 8.2** Re-submittals shall clearly show all revisions from the previous Works Submittal. Bound documents, including reports and manuals, shall contain a preface that clearly states how revisions are marked and the previous revision number against which the revisions have been marked. A consistent format, satisfactory to the Ministry Representative, acting reasonably, shall be used for mark-ups of documents (e.g. deletions struck out and additions underscored). Revised portions of drawings shall be clearly marked (with appropriate means to visually distinguish between the parts of the drawing that are revised and the parts that are not revised) and the revision number and description of the revision shall be included on the drawing.
- 8.3** All revisions on print media shall be initialled by hand by the individual designer, design checker and, where applicable, by the drafter and the drafting checker and shall identify the persons who initialled the Works Submittal. Electronic versions of the Works Submittal shall identify the persons who initialled the revisions to the printed version of the Works Submittal. All such revisions must be able to be integrated into the As Built Drawings.
- 8.4** Project Co shall keep all Design Data current. If any Design Data is revised as part of a Works Submittal, all other Design Data relying on or based on that Design Data shall also be revised accordingly. All such revised Design Data shall also be submitted with the Works Submittal to which it relates.
- 8.5** If any revisions are required to the Design Data as a result of site or other conditions during any portion of the Construction Activities, Project Co shall either:

- (a) notify the Ministry promptly of the site or other conditions that require such revision and submit to the Ministry revised Design Data in accordance with Section 3 of this Schedule 9, Review Procedure before incorporating the revision into the Works and any such action will not derogate from Project Co's obligations under the Project Agreement including this Schedule 9 – Review Procedure and Schedule 15-2 – Technical Requirements, Design and Construction. No extension of time will be given or additional compensation paid in respect of any such revision, correction or re-submittal.; or
- (b) notify the Ministry promptly of the site or other conditions that require such revision and submit to the Ministry in accordance with Section 3 of this Schedule 9, Review Procedure, a sealed memo from the Engineer of Record explaining the proposed revision and agreeing to such revision before incorporating the revision into the Works and submit revised Design Data within 3 Business Days after the Project Co becomes aware of the need for the revision and any such action will not derogate from Project Co's obligations under the Project Agreement including this Schedule 9 – Review Procedure and Schedule 15-2 – Technical Requirements, Design and Construction. No extension of time will be given or additional compensation paid in respect of any such revision, correction or re-submittal.

9. AUDIT BY THE MINISTRY REPRESENTATIVE

- 9.1** Without limiting any other right under this Project Agreement, the Ministry Representative shall have the right to audit all Works Submittals and their implementation, including comparing all Works Submittals to previous Works Submittals.
- 9.2** If during an audit or at any other time it is discovered by the Ministry or Project Co (or resolved pursuant to Section 9.3 of this Schedule 9) that any Works Submittals were not correctly implemented, Project Co shall at its sole cost immediately take all necessary steps to correct and modify the applicable Works Submittals and the Project Operations to which they relate and shall advise the Ministry Representative of all such corrections and modifications.
- 9.3** Any Dispute concerning the implementation of a Works Submittal, subject to Section 5.1 of this Schedule 9, shall be referred in the first instance to the Independent Certifier for resolution.

10. VARIATIONS

- 10.1** No alteration or modification to the design, quality and quantity of the Project Operations arising from the development of detailed design or from the co-ordination of the design in connection with any Works Submittal shall be construed or regarded as a Variation.
- 10.2** If, having received comments from the Ministry Representative on any Works Submittal, Project Co considers that compliance with those comments would amount to a Variation, Project Co shall, within 10 Business Days of receipt of and before complying with the comments, provide written notice to the Ministry or Ministry Representative of the same and, if it is agreed by the Parties that a Variation would arise if the comments were complied with, the Ministry may, at its election, (a) issue a Variation Enquiry and it shall be dealt with in accordance with Schedule 19 - Variation Procedure or (b) amend its comment on the Works Submittal. If the Parties do not agree that a Variation would arise if the comments were complied with, either party may proceed to

resolve the matter in accordance with Section 5.3 of this Schedule 9 including for clarity, the exercise by the Ministry of its rights under Section 5.3 of this Schedule 9. Subject to the foregoing sentence, any failure by Project Co to notify the Ministry in accordance with this Section 10.2 that Project Co considers compliance with any comments of the Ministry Representative would amount to a Variation shall constitute an irrevocable acceptance by Project Co that any compliance with the Ministry Representative's comments shall be without additional cost to the Ministry and without any extension of time.

SCHEDULE 9**REVIEW PROCEDURE****PART B – OPERATIONAL PERIOD****11. OM&R SUBMITTALS**

- 11.1** The provisions of Part B of this Schedule 9 shall apply to any and all items, documents and anything else required or specified by this Project Agreement, other than the Design Development Submittals, the Construction Document Submittals and the Design Data, to be submitted to, reviewed or otherwise processed by the Ministry in accordance with the Review Procedure in respect of the Bypass after Substantial Completion, except in respect of the completion of Minor Deficiencies, including any and all subsequent revisions, amendments and changes thereto (collectively and individually, “**OM&R Submittal**” or “**OM&R Submittals**” as applicable in Part B of this Schedule 9).
- 11.2** Project Co shall allow a period of 10 Business Days (excluding the period between December 24 and January 2 inclusive) or such longer period as the Parties may agree, from the date of receipt by the Ministry Representative for review of and response to each OM&R Submittal.
- 11.3** Project Co shall, in scheduling OM&R Submittals and in the performance of the Project Operations, allow adequate time prior to performing the Project Operations that are the subject of the OM&R Submittals, for review of the OM&R Submittals and for Project Co to make changes to OM&R Submittals that may be required if comments are received on the OM&R Submittals, such review and required changes to be in accordance with Part B of this Schedule 9.

12. GENERAL REQUIREMENTS FOR OM&R SUBMITTALS

- 12.1** Unless otherwise specified by the Ministry Representative, Project Co shall issue 3 printed copies of all OM&R Submittals to the Ministry, together with an electronic copy in a format agreed by the Parties acting reasonably.
- 12.2** Project Co shall compile and maintain a register of the date and contents of the submission of all OM&R Submittals and the date of receipt and content of all returned OM&R Submittals and comments thereon.
- 12.3** All OM&R Submittals shall be in English.
- 12.4** All OM&R Submittals required by this Project Agreement or by Applicable Law to be signed or sealed by persons with professional designations licenced to practice in Saskatchewan (including, where applicable, by registered Professional Engineers) shall, where applicable, be so signed and sealed. Project Co shall comply with the provisions of *The Engineering and Geoscience Professions Act* (Saskatchewan) requiring every partnership, association of persons or corporation that engages in the practice of professional engineering or the practice of professional geoscience as its principal or customary function to obtain a certificate of authorization.
- 12.5** All OM&R Submittals shall include copies of all documents to be reviewed and shall clearly identify the purpose of the OM&R Submittal and Project Co’s proposed course of action relating to the OM&R Submittal and the Project Operations that are the subject of the OM&R Submittal.

- 12.6** All OM&R Submittals shall, where applicable, refer to the relevant provisions of the Technical Requirements and/or any other applicable Schedule to this Project Agreement.
- 12.7** All OM&R Submittals shall be clearly identified as an OM&R Submittal and shall be delivered with appropriate covering documentation, which shall include a list of all attached OM&R Submittals and for each OM&R Submittal:
- (a) the document number(s) or drawing number(s);
 - (b) revision numbers (if applicable);
 - (c) document or drawing title(s);
 - (d) name of entity that prepared the OM&R Submittal;
 - (e) the OM&R Submittal history showing date and delivery information and/or log number of all previous submissions of that OM&R Submittal; and
 - (f) identification of any previous OM&R Submittal superseded by the current OM&R Submittal.

13. COMMENTS

- 13.1** The Ministry Representative shall review and respond to each OM&R Submittal in accordance with the time periods specified in Section 11.2 of this Schedule 9. The Ministry Representative shall return OM&R Submittals to Project Co and assign one of the following 3 comments:
- (a) “REVIEWED”;
 - (b) “REVIEWED AS NOTED”; or
 - (c) “REJECTED”.
- 13.2** The comment “REVIEWED” will be assigned to those OM&R Submittals that, in the opinion of the Ministry Representative, conform to the requirements of this Project Agreement. Project Co shall comply with and implement such OM&R Submittals.
- 13.3** The comment “REVIEWED AS NOTED” will be assigned to those OM&R Submittals that, in the opinion of the Ministry Representative, generally conform to the requirements of this Project Agreement, but in which immaterial deficiencies have been found by the Ministry Representative’s review. Project Co shall correct these OM&R Submittals and provide a copy of the corrected OM&R Submittals to the Ministry Representative. Project Co shall comply with and implement such OM&R Submittals after correction, including in accordance with the comments. If at any time it is discovered that Project Co has not corrected the deficiencies on OM&R Submittals stamped “REVIEWED AS NOTED”, then Project Co will be required to modify the OM&R Submittals and Project Operations as required to ensure that the Project Operations comply with the Technical Requirements and Project Co may be required, at the Ministry Representative’s discretion, to resubmit relevant OM&R Submittals. In such circumstances the Ministry Representative will act promptly in considering whether such deficiencies have been

corrected. No extension of time will be given or additional compensation paid in respect of any such correction or re-submittal.

- 13.4** The comment “REJECTED” will be assigned to those OM&R Submittals that, in the opinion of the Ministry Representative, contain material deficiencies and/or do not generally conform with the requirements of this Project Agreement, including this Schedule 9. Project Co shall correct and re-submit these OM&R Submittals within 10 Business Days after the comment has been provided to Project Co, or such longer period as the Parties may agree, and (unless the OM&R Submittal is re-submitted within 5 Business Days), after the comment has been provided to Project Co. Project Co shall give the Ministry Representative not less than 5 Business Days’ notice of when the OM&R Submittals shall be resubmitted. The Ministry Representative will then review such re-submitted OM&R Submittals and assign a comment to the corrected OM&R Submittal. The OM&R Submittals shall be corrected, revised and resubmitted as often as may be required to obtain a “REVIEWED” comment that permits Project Co to proceed. No extension of time will be given or additional compensation paid in respect of any such correction or re-submittal.
- 13.5** When the Ministry Representative issues a comment “REVIEWED AS NOTED” or “REJECTED”, the Ministry Representative will provide reasons for the comment, referencing the particulars of the Section(s) of this Project Agreement that the OM&R Submittal fails to satisfy, and, if requested by the Project Co Representative, the Ministry Representative will meet with the Project Co Representative to discuss the reasons for the comment.
- 13.6** If, at any time after assigning a comment to an OM&R Submittal, the Ministry Representative or Project Co discovers any significant deficiencies or any failure to conform to the requirements of this Project Agreement, the Ministry Representative may revise the comment assigned to any OM&R Submittal. If the Parties agree or it is determined in accordance with Section 14 of this Schedule 9 that the revised comment is correct, Project Co shall make all such corrections to the OM&R Submittals and the Project Operations. No extension of time will be given or additional compensation paid in respect of any such correction or re-submittal.
- 13.7** For the purpose of facilitating and expediting the review and correction of OM&R Submittals, the Ministry Representative and the Project Co Representative shall meet as may be mutually agreed to discuss and review any outstanding OM&R Submittals and any comments thereon.
- 13.8** The Ministry Representative at his discretion may elect to add comments to only the cover page or first sheet of the OM&R Submittal and to individual pages or sheets of the Works Submittal along with an explanation. Any pages returned without such an explanation as to their status shall be deemed to be “REVIEWED” by the Ministry.
- 13.9** In lieu of returning an OM&R Submittal, the Ministry Representative may by letter notify Project Co of the comment assigned to the OM&R Submittal and if such comment is “REVIEWED AS NOTED” or “REJECTED” the letter will contain comments in sufficient detail for Project Co to identify the correction sought.

14. DISPUTES

- 14.1** If Project Co disputes any act of the Ministry or the Ministry Representative in respect of an OM&R Submittal under this Part B, Project Co shall promptly notify the Ministry Representative of the details of such Dispute and shall submit the reasons why Project Co believes a different

comment should be assigned, together with appropriate supporting documentation. The Ministry Representative will review the OM&R Submittal, the reasons and supporting documentation and within 5 Business Days after receipt by the Ministry Representative or such longer period as the Parties may agree and will either confirm the original comment or notify Project Co of a revised comment.

- 14.2** If after the review (described in Section 14.1 of Part B of Schedule 9) by the Ministry Representative, Project Co disputes the comment on an OM&R Submittal, subject to Section 19.1 of this Schedule 9, Project Co may refer the matter for determination in accordance with Schedule 22 - Dispute Resolution Procedure.

15. EFFECT OF REVIEW

- 15.1** Any review and comment by the Ministry or the Ministry Representative of any OM&R Submittals is for general conformity to the obligations and requirements of this Project Agreement, and any such review and comment shall not relieve Project Co of the risk and responsibility for the Project Operations and for meeting all of its obligations under and requirements of this Project Agreement, and shall not create any new or additional obligations or liabilities for the Ministry. Without limiting the generality of the foregoing any and all errors or omissions in OM&R Submittals or of any review and comment shall not exclude or limit Project Co's obligations or liabilities under this Project Agreement in respect of matters related to the OM&R Submittal or exclude or limit the Ministry's rights under this Project Agreement in respect of matters related to the OM&R Submittal.

16. OM&R SUBMITTAL EXPLANATION

- 16.1** At any time, the Ministry Representative may require Project Co or any Project Co Parties, including Project Co's consultants and any other relevant personnel, at no additional cost to the Ministry, to explain to the Ministry Representative and the Ministry's advisors the intent of Project Co's OM&R Submittals, including as to its satisfaction of the Technical Requirements.

17. REVISIONS

- 17.1** Project Co shall ensure that OM&R Submittals keep the same, unique reference number throughout the review process, and that subsequent revisions of the same OM&R Submittal are identified by a sequential revision number. Correspondence related to such OM&R Submittal shall reference the reference number and revision number.
- 17.2** Re-submittals shall clearly show all revisions from the previous OM&R Submittal. Bound documents, including reports and manuals, shall contain a preface that clearly states how revisions are marked and the previous revision number against which the revisions have been marked. A consistent format for mark-ups of documents shall be used (e.g. deletions struck out and additions underscored). Revised portions of drawings shall be clearly marked (with appropriate means to visually distinguish between the parts of the drawing that are revised and the parts that are not revised) and the revision number and description of the revision shall be included on the drawing.
- 17.3** All revisions on print media shall be initialled by hand by the individual designer, design checker and, where applicable, by the drafter and the drafting checker and shall identify the persons who

initialled the OM&R Submittal. Electronic versions of the OM&R Submittal shall identify the persons who initialled the revisions to the printed version of the OM&R Submittal.

18. AUDIT BY THE MINISTRY REPRESENTATIVE

18.1 Without limiting any other right under this Project Agreement, the Ministry Representative shall have the right to audit all OM&R Submittals and their implementation, including comparing all OM&R Submittals to previous OM&R Submittals.

18.2 If during an audit or at any other time it is discovered by the Ministry or Project Co that any OM&R Submittals were not correctly implemented, Project Co shall at its sole cost immediately take all necessary steps to correct and modify the applicable OM&R Submittals and the Project Operations to which they relate and shall advise the Ministry Representative of all such corrections and modifications.

19. VARIATIONS

19.1 If, having received comments from the Ministry Representative on any OM&R Submittal, Project Co considers that compliance with those comments would amount to a Variation, Project Co shall, within 10 Business Days of receipt of and before complying with the comments, provide written notice to the Ministry of the same and, if it is agreed by the Parties, or is determined pursuant to Schedule 22 - Dispute Resolution Procedure, that a Variation would arise if the comments were complied with, the Ministry may at its election, either issue a Variation Enquiry and it shall be dealt with in accordance with Schedule 19 - Variation Procedure or amend its comment on the OM&R Submittal. Any failure by Project Co to notify the Ministry in accordance with this Section 19.1 that Project Co considers compliance with any comments of the Ministry Representative would amount to a Variation shall constitute an irrevocable acceptance by Project Co that any compliance with the Ministry Representative's comments shall be without any added cost to the Ministry and without any extension of time.

SCHEDULE 9**REVIEW PROCEDURE****PART C – CERTIFICATION****20. GENERAL**

20.1 All parties that sign certificates shall clearly print their name and position held in the organization.

21. DESIGN CERTIFICATES

21.1 The Project Co shall issue a Design Certificate (General), Design Certificate (Environmental), Design Certificate (Structures) or Independent Structural Design Check Certificate, as applicable, for each Final Design Development Submittal and any revision to the Design Data thereto. All Design Certificates shall be on the appropriate form(s) attached as Appendix B [Form of Certificates] to this Schedule.

22. SUBMISSION OF DESIGN CERTIFICATES

22.1 All applicable Certificates together with the Design Data shall be submitted at the same time to the Ministry's Representative in accordance with the Review Procedure with original signatures, seals and registration numbers where appropriate and in such form as to allow the Ministry's Representative to perform its function in respect of such Design Certificate without delay. The Ministry's review period will not commence until all applicable certificates have been submitted pertaining to the Design Data to be reviewed.

23. ROAD SAFETY AUDIT CERTIFICATES

23.1 The Project Co shall submit to the Ministry's Representative a certificate (a "**Road Safety Audit Certificate**") in the form attached as Appendix E [Form of Certificates] to this Schedule in respect of the pre-final design, final design, Temporary Traffic Accommodation On-Site Road Safety Audits and Post-Construction Road Safety Audits, respectively. Each Road Safety Audit Certificate shall be signed by the Design Team, the Road Safety Audit Team, the Construction Contractor and the Project Co Representative.

23.2 The Post Construction Road Safety Audit Certificate shall be provided to the Independent Certifier and the Certificate of Substantial Completion shall not be issued unless a Post Construction Road Safety Audit Certificate has been submitted and signed by the Design Team, the Road Safety Audit Team, the Construction Contractor and the Project Co Representative.

24. CONSTRUCTION CERTIFICATES

24.1 The Project Co shall, in accordance with the procedures set out in the Design Management Plan, the Construction Management Plan and the IMS Manual provided pursuant to Schedule 14 or other provisions of the Project Agreement or Technical Requirements, submit Construction Certificates to the Ministry's Representative in accordance with the Review Procedure. All Construction Certificates shall be signed by the Project Co Representative, the Design Team and

the Construction Contractor. Project Co shall provide a copy of all Construction Certificates to the Independent Certifier.

APPENDIX A

MINIMUM WORKS SUBMITTAL REQUIREMENTS

1. TECHNICAL APPRAISAL FORMS

1.1 Submission Requirements

- (a) Each Final Design Development Submittal and Construction Document Submittal package submitted by Project Co for Structures shall be accompanied by a completed Technical Appraisal Form (TAF).
- (b) In any case where submitted Design Data involves any mechanical or electrical and/or intelligent transportation system functions, or similar specialization, Project Co shall submit to the Ministry Representative in accordance with the Review Procedure a TAF in respect of such data and functions.
- (c) In any case where the Works involves the complete or partial demolition of an existing Structure, Project Co shall submit to the Ministry Representative in accordance with the Review Procedure a TAF in respect of such complete or partial demolition.
- (d) Each OM&R Submittal package submitted by Project Co shall be accompanied by a completed TAF.

1.2 TAF Form and Content

Each TAF submitted by Project Co pursuant to Section 1.1 of this Appendix A shall be in the format shown in Attachment 1 - Sample Contents for a Structural TAF to this Schedule 9 and shall:

- (a) for Final Design Development Submittals, include the relevant design criteria, environmental and ground considerations, and interface requirements, together with a listing of the design documentation included in the design package; and
- (b) be signed by:
 - (i) the Project Co Representative; and
 - (ii) the Engineer(s) of Record and the Construction Contractor, or their or its respective principal(s), as necessary.

1.3 TAF Variation

Any variation to a TAF which has been subject to the Review Procedure during design, assessment or any of the Construction Activities shall be submitted in accordance with the Review Procedure as an addendum to the TAF.

2. DESIGN SUBMISSIONS, REVIEW AND REPORTS

2.1 Format of Design Submissions

- (a) Roadway drawings shall be in a format in accordance with the requirements of the Ministry's Drafting Standards Manual. Project Co shall confirm drawing conventions and standards, including AutoCAD and Civil3D standards, title block and stationing convention, with the Ministry Representative prior to commencing design drawing production.
- (b) Structure drawings shall be in accordance with the format described in Section 200.7.18 of Schedule 15-2 – Technical Requirements – Design and Construction.
- (c) Drawings and Design Data for the New Municipal Infrastructure to be constructed by Project Co shall be in accordance with the Ministry's Drafting Standards Manual.

2.2 Pre-final and Final Design Review

Final designs from all design disciplines shall be submitted to the Ministry Representative in accordance with the Review Procedure and shall consist of the relevant TAF(s) together with all final design drawings, supporting Design Data and calculations required in accordance with this Appendix A.

2.3 Objection to Design Data

If the Ministry Representative objects to any Design Data in accordance with the Review Procedure, the Ministry Representative shall so notify Project Co and Project Co shall, unless Project Co disputes the objection by the Ministry Representative to such Design Data in accordance with the Dispute Resolution Procedure, either:

- (a) cause to be made such alterations and additions as may be necessary such that the Design Data accords with the project requirements and all other requirements of this Project Agreement, all in accordance with the Review Procedure; or
- (b) subject to the other provisions of this Project Agreement, submit an Innovation Proposal or propose a Variation.

2.4 "Issued for Construction" Drawings

Prior to the commencement of the relevant Works, Project Co shall submit copies of all drawings that are "issued for construction", together with manuals, instructions to the Construction Contractor and other relevant information as requested by the Ministry Representative, to the Ministry Representative and to the Independent Certifier. Notwithstanding the other provisions of this Schedule 9, the "issued for construction" information submitted with the Construction Document Submittals shall be, where appropriate, signed and sealed in accordance with Applicable Law and APEGS.

2.5 Temporary Works

- (a) As a minimum, design submissions for Temporary Works shall include those items intended for public use and/or potentially affecting public safety including without

limitation traffic accommodation. Final designs for these Temporary Works shall be submitted to the Ministry Representative in accordance with the Review Procedure.

- (b) Design Data relating to any Temporary Works shall be checked as follows:
 - (i) any such Design Data prepared by or on behalf of the Construction Contractor requires an independent check by the Design Team; and
 - (ii) any such Design Data relating to a structure prepared by the Construction Contractor or Design Team requires an independent check by the Checking Team.
- (c) In performing the check referred to in paragraph (b) above, the Design Team or the Checking Team, as applicable, shall satisfy itself that:
 - (i) the Design Data meets the project requirements and otherwise complies with the requirements of the Project Agreement;
 - (ii) the Temporary Works (as a whole and the constituent parts) are satisfactory for the safe and proper discharge of Project Co's relevant obligations; and
 - (iii) the Design Data reflects the requirements of the relevant Governmental Authorities for all affected highways or other roads or areas used by or accessible to the public other than the New Bypass Infrastructure.
- (d) Where any Temporary Works may endanger public safety on other road or area used by or accessible to the public other than the New Bypass Infrastructure, Project Co shall consult the relevant Governmental Authority and the Design Data shall reflect the requirements of such Governmental Authority.

3. FINAL DESIGN DEVELOPMENT SUBMITTALS AND CONSTRUCTION DOCUMENT SUBMITTALS

3.1 General

- (a) Final Design Development Submittals shall be prepared in both hard copy and electronic format and shall have indexes and sectional dividers. The design folders shall contain pertinent correspondence, shall be arranged by subject matter in chronological order, and shall include design calculations and backup information including but not limited to the design decision process, criteria and assumptions. Design submissions shall include, without limitation, copies of all agreements, approvals, authorizations, design reports, correspondence, calculations and comprehensive construction specifications sufficiently detailed to describe the process or end result requirements.
- (b) Construction Document Submittal drawings and reports shall be signed and sealed by the Engineer of Record.

3.2 Roadway Design

The Final Design Development Submittals and Construction Document Submittals shall, without limitation:

- (a) contain all signed and sealed drawings where applicable, including complete laning and geometrics, profiles, typical and template cross-sections, and drainage, design appurtenances, rail/road crossings, Intelligent Transportation Systems, roadside hazards.
- (b) include a brief report and drawings showing the accommodation of Future Works;
- (c) address any comments of the Ministry Representative from the Design Review Meetings, internal design reviews, quality control, and design reports; and
- (d) include revisions, stakeholder issues and correspondence, plans for utility relocations, critical constructability and traffic handling considerations, environmental issues and mitigation plans.

3.3 Drainage Design

The Final Design Development Submittals and Construction Document Submittals shall, without limitation:

- (a) include a stormwater management plan and drainage design report;
- (b) include a brief report and drawings showing the accommodation of Future Works;
- (c) address any comments of the Ministry Representative from the Design Review Meetings, the Design Development Submittal reviews, Project Co's internal design reviews, quality control, and design reports; and
- (d) include revisions, stakeholder issues, environmental issues and mitigation plans.

3.4 Structures, Culvert, Submerged Culverts, and Overhead Sign Support Structure

The Final Design Development Submittals and Construction Document Submittals shall contain, without limitation, the following:

- (a) all design drawings;
- (b) a geotechnical report for the structures;
- (c) environmental mitigation/compensation plans;
- (d) hydrotechnical report;
- (e) design notes;
- (f) design check notes;
- (g) corrosion survey report;

- (h) *Canada Transportation Act* applications, approvals and agreements;
- (i) *Navigation Protection Act* drawings, permit applications, approvals, and proof of advertising;
- (j) Department of Fisheries and Oceans applications, approvals and orders;
- (k) construction drawings, hard copy and electronic AutoCAD format;
- (l) construction and material specifications not contained in Section 300 of Schedule 15-2 – Technical Requirements - Design and Construction;
- (m) resolution of all issues identified during Design Development Submittals reviews;
- (n) any special provisions for the construction of the structures (including deck replacement methodology for new structures);
- (o) a neat, bound, indexed set of design calculations for the structures initialled by the responsible engineer, who shall be a duly experienced Professional Engineer of the appropriate discipline;
- (p) a brief report and drawings showing the accommodation of Future Works;
- (q) for proprietary precast culverts the responsible engineer, who shall be a duly experienced Professional Engineer of the appropriate discipline shall certify the design and construction of the precast culverts; and
- (r) descriptions, details and moulds as applicable of aesthetic treatment for all Bridges.

3.5 Retaining Wall Design

The Final Design Development Submittals and Construction Document Submittals shall contain, without limitation, the following:

- (a) final geotechnical report for the walls;
- (b) descriptions of aesthetic treatment for all walls;
- (c) descriptions of maintenance requirements for walls;
- (d) resolution of all issues identified during Design Development Submittals reviews;
- (e) all final design drawings;
- (f) a neat, bound, indexed set of design calculations for the walls; and
- (g) a brief report and drawings showing the accommodation of Future Works.

3.6 Geotechnical Design

- (a) For the Final Design Development Submittals and Construction Document Submittals, Project Co shall prepare a comprehensive geotechnical report for the Project that covers existing geotechnical information and known site conditions, new investigations performed for the Project, geotechnical engineering analysis, geotechnical design assumptions and design parameters (and the basis for these) and geotechnical design recommendations. The report shall be submitted to the Ministry Representative at the pre-Final Design Development Submittal stage and updated and resubmitted with Final Design Development Submittals and Construction Document Submittals stages.
- (b) In addition, the Final Design Development Submittals and Construction Document Submittals shall, without limitation, contain:
- (i) a summary of any additional work and subsurface investigations that have been completed since the interim progress report, including drafted drill summary logs in a format prescribed by the Ministry;
 - (ii) final recommendations for foundation systems, allowable loads and estimates of total and differential settlements at 2, 5, 10, 20, 40 and 75 years following Substantial Completion;
 - (iii) geotechnical design recommendations for retaining structures;
 - (iv) a pavement design report that details the geotechnical design recommendations for pavements and meets the minimum requirements outlined in the Ministry's Surfacing Manual for both new construction and subsequent preservation and rehabilitation strategies;
 - (v) design of high fill embankments, including fill stages and consolidation period between each fill stage;
 - (vi) design details to time-rate-of-settlement control measures such as prefabricated vertical drains, lightweight fills, and preload/surcharge;
 - (vii) estimates of total and differential settlement of embankments and roadways at 2, 5, 10, 20, 40 and 75 years following Substantial Completion;
 - (viii) a monitoring and instrumentation plan along with details of instrumentation to be installed, monitoring requirements, and instrumentation reading threshold values at which construction is halted or resumed;
 - (ix) requirements for ground improvement measures necessary to meet the static and seismic performance requirements for foundations, cut and fill slopes, embankments and retaining structures;
 - (x) an assessment of the stability of approach embankments, road embankments, cut slopes and fill slopes under static loading conditions;

- (xi) reduced size (11” x 17”) drawings showing the road alignment in plan and profile with drill hole locations shown on the plan and simplified summary logs shown on the profile (design notes are to be shown along the bottom of the drawings); and
- (xii) a final geotechnical progress report for the structures with reduced size (11” x 17”) drawings showing the general arrangements for structures, including bridge, culvert, retaining wall, and overhead sign support structure in plan and profile, with drill locations shown in plan and simplified summary logs shown in profile.

3.7 Electrical, Signing and Pavement Markings Design

- (a) The Final Design Development Submittals and Construction Document Submittals shall include electrical (including signals, lighting and telecommunications), signing and both temporary and permanent pavement marking plans.
- (b) Design drawings for all electrical systems shall contain, without limitation, the following:
 - (i) manufacturer details and warranties;
 - (ii) electrical equipment and all associated support structure locations;
 - (iii) lighting calculations where appropriate;
 - (iv) service locations; and
 - (v) schematics showing electrical wiring layout.
- (c) Design drawings for the telecommunications conduit network shall contain, without limitation, the following:
 - (i) network diagram showing conduit locations; and
 - (ii) design drawings showing the locations for all interconnection points.
- (d) The Final Design Development Submittals and Construction Document Submittals shall include resolution of all issues identified during Design Review Meetings or Design Development Submittals.
- (e) Sign design sheets shall be submitted for all custom guide signs.
- (f) Signal drawings (and electronic copies in AutoCAD format) shall be submitted for all temporary and permanent signals and shall be prepared in accordance with the Schedule 15-2 – Technical Requirements – Design and Construction, Appendix G, Package G (Traffic Signal Design and Drafting Guidelines), Package H (Detailed Signal Timing Preparation Requirements), Package I (Traffic Signal Project Acceptance Requirements), and Package J (Traffic Signal Operation and Maintenance Requirements) and shall contain, without limitation, the following:

- (i) manufacturer details and warranties;
- (ii) all signs that assist in the signal operations (to be included in a legend);
- (iii) signal hardware excluding underground provisions and electrical wiring; and
- (iv) vehicle detection and nearby accesses.

3.8 Traffic Engineering

The Final Design Development Submittals and Construction Document Submittals shall be performed in accordance with Appendix G of Schedule 15-2 – Technical Requirements – Design and Construction, Appendix G and shall contain, without limitation, the following:

- (a) traffic engineering analysis and associated reports and files;
- (b) signal timing sheets associated with the design of signalized intersections;
- (c) the assigned traffic volumes, along with the signal timing sheets for opening day operation of signalized intersections; and
- (d) traffic engineering analysis and signal timing sheets whenever traffic signal timings are adjusted after opening day.

3.9 Environmental Design

The Final Design Development Submittals and Construction Document Submittals shall contain, without limitation, the following:

- (a) applicable construction drawings that include:
 - (i) ecological restoration areas including Designated Species and any environmentally sensitive areas, and all restoration areas;
 - (ii) all compensation plans including without limitation fisheries and wetlands compensation plans areas;
 - (iii) all remaining built heritage features;
 - (iv) all noise barrier and/or berm locations;
 - (v) all drainage and stormwater management pond areas;
 - (vi) all archaeological features; and
 - (vii) erosion and sediment control measures;
- (b) riparian restoration and terrestrial reclamation/revegetation drawings that, as a minimum, describe timing requirements, seed mixes and applications rates of hydroseeding and site specific restoration plans, including species type, size and spacing

for riparian areas, areas of higher sensitivity, and areas prone to erosion or shallow slope movement;

- (c) environmental design drawings that show environmental mitigation and compensation features and any environmental features to be constructed;
- (d) environmental design documentation including:
 - (i) regulatory agency review and acceptance documentation for the Environmental Management System specific to the work designed;
 - (ii) all licenses, notifications, permits, authorizations and approvals specific to the work designed; and
 - (iii) all assessments, studies, surveys, monitoring reports, and plans specific to the work designed;
- (e) an environmental design criteria checklist that lists general environmental commitments and assurances, environmental design commitments, site specific environmental features and environmental mitigation/compensation plans including all commitments, assurances and plans relating to archaeological features; and
- (f) resolution of all issues identified during Design Development Submittal reviews.

4. CHECKING OF STRUCTURAL DESIGN

- 4.1** For relevant design submissions submitted in accordance with the Review Procedure, Project Co shall submit an “Independent Structural Design Check Certificate”, in the form provided in Appendix B.

ATTACHMENT 1

SAMPLE CONTENTS FOR A STRUCTURAL TAF

Ref. No. <*>

1. PROJECT DESCRIPTION

- 1.1 Name and location of structure
- 1.2 Permitted traffic speed (for a bridge give over and/or under)

2. PROPOSED STRUCTURE

- 2.1 Description of Structure
- 2.2 Structural type (*Include reasons for choice*)
- 2.3 Foundation type (*Include reasons for choice*)
- 2.4 Span arrangements (*Include reasons for choice*)
- 2.5 Barrier type
- 2.6 Proposed arrangements for inspection and maintenance
- 2.7 Materials and finishes

3. DESIGN/ASSESSMENT CRITERIA

- 3.1 Live Loading, Clearances
 - 3.1.1 Bridge code loading
 - 3.1.2 Design vehicle
 - 3.1.3 Other live loading
 - 3.1.4 Provision for exceptional abnormal loads:
 - 3.1.4.1 Gross weight
 - 3.1.4.2 Axle load and spacing
 - 3.1.4.3 Location of vehicle track on deck cross-section
 - 3.1.5 Any special loading not covered above
 - 3.1.6 Minimum clearances provided (vertical and horizontal)
 - 3.1.7 Authorities consulted and any special conditions required

3.2 List of relevant design documents

4. STRUCTURAL ANALYSIS

4.1 Methods of analysis proposed for superstructure, substructure and foundations

4.2 Description and diagram of structure to be used for analysis

4.3 Assumptions intended for calculation of structural element property and stiffness

4.4 Proposed earth pressure coefficients (k_a , k_o , or k_p) to be used in design of earth retaining elements

5. GROUND CONDITIONS

5.1 Acceptance of interpretative recommendations of the soils report to be used in the design and reasons for any proposed departures

5.2 Describe foundations fully including the reasons for adoption of allowable and proposed bearing pressures/pile loads, strata in which foundations are located, provision for skin friction effects on piles and for lateral pressures due to compression of underlying strata, etc.

5.3 Differential settlement to be allowed for in design of the structure

5.4 Anticipated ground movements or settlement due to embankment loading, flowing water, and measures proposed to deal with these defects as far as they affect the structure

5.5 Results of tests of ground water (e.g. pH value, chloride or sulphate content) and any counteracting measures proposed (as applicable)

5.6 Anticipated ground movements or settlement due to seismic loading, measures proposed to deal with these impacts as far as they affect the structure

6. CHECKING

6.1 Name of proposed Checking Team.

7. DRAWINGS AND DOCUMENTS

7.1 List of drawings (including numbers) and documents accompanying the submission. To include (without limitation):

7.1.1 a location plan;

7.1.2 a preliminary general arrangement drawing; and

7.1.3 relevant parts of the ground investigation report.

8. THE ABOVE CONSTRUCTION PROPOSALS ARE SUBMITTED FOR REVIEW.

Signed: _____
Engineer of Record

Name:

Engineering Qualifications:

Date:

Professional Registration Number:

Affix Professional Seal

Signed: _____
Coordinating Professional Engineer

Name:

Engineering Qualifications:

Date:

Professional Registration Number:

Affix Professional Seal

Signed: _____
Project Co Representative

Name:

Engineering Qualifications:

Date:

Professional Registration Number:

Affix Professional Seal

APPENDIX B

FORM OF CERTIFICATES

1. Design Certificate (General)
2. Design Certificate (Structures)
3. Independent Structural Design Check Certificate
4. Design Certificate (Environmental)
5. Road Safety Audit Pre-Final Certificate
6. Road Safety Audit Final Certificate
7. Construction Road Safety Certificate
8. Post Construction Road Safety Certificate
9. Construction Certificate

Certificate Ref No. []

DESIGN CERTIFICATE (GENERAL)

In respect of :..... (Provide details eg. Highways/Geotechnical Drainage/Traffic Engineering/Landscape, etc.)

Agreement between Her Majesty the Queen in Right of Saskatchewan, as represented by the Minister of Highways and Infrastructure and [Project Co] dated • (“the Project Agreement”) relating to the Project. Defined terms and expressions used in the Project Agreement have the same meanings in this Certificate.

Form of Certificate to be used by the Design Team for certifying the Design Data of the [Works or OM&R Works] is in accordance with the Technical Requirements and other provisions of the Project Agreement.

1. I certify that I have the requisite professional qualifications, skill and experience to prepare the Design Data referred to herein in accordance with the requirements of the Project Agreement and all relevant Technical Requirements.
2. I certify that I have prepared the Design Data for [.....] listed in the Schedule hereto in accordance with all applicable requirements contained in the Design Management Plan and the IMS Manual and utilizing the standards of care, skill and diligence that, in accordance with the standards of our profession, are required of experienced professionals undertaking the preparation of such Design Data, and that in my professional opinion such Design Data:
 - (a) complies with all applicable Technical Requirements, as amended by the following: **[List, if any, the changes made by the issue of a Variation or Innovation Proposal].**
 - (b) complies with all applicable design requirements of the Project Agreement;
 - (c) complies with all applicable standards, codes and current Good Industry Practice; and
 - (d) accurately describes and depicts the work to be undertaken.

SCHEDULE

[Include here drawing numbers and titles, reports, calculations, etc.]

Signed:
Engineer of Record
Name:
Title:
Date:

3. Reviewed by:

Signed:
Coordinating Professional Engineer
Name:
Title:
Date:

Signed:
Project Co's Representative
Name:
Date:

4. This Certificate is:

- i. REVIEWED*
- ii. REVIEWED AS NOTED*
- iii. REJECTED*

* delete as appropriate

Signed:
Ministry's Representative
Name:
Date:

Certificate Ref No. []

DESIGN CERTIFICATE (STRUCTURES)

In respect of :..... (Provide details eg. Highways/Geotechnical Drainage/Traffic Engineering/Landscape, etc.)

Agreement between Her Majesty the Queen in Right of Saskatchewan, as represented by the Minister of Highways and Infrastructure and [Project Co] dated • (“the Project Agreement”) relating to the Project. Defined terms and expressions used in the Project Agreement have the same meanings in this Certificate.

Form of Certificate to be used by the Design Team for certifying the Design Data of the [Works or OM&R Works] is in accordance with the Technical Requirements and other provisions of the Project Agreement.

1. I certify that I have the requisite professional qualifications, skill and experience to prepare the Design Data referred to herein in accordance with the requirements of the Project Agreement and all relevant Technical Requirements.
2. I certify that I have prepared the Design Data for [.....] including Technical Appraisal Form No. [.....] listed in the Schedule hereto in accordance with all applicable requirements contained in the Design Management Plan and utilizing the standards of care, skill and diligence that, in accordance with the standards of our profession, are required of experienced professionals undertaking the preparation of such Design Data, and that in my professional opinion such Design Data:
 - (a) complies with all applicable Technical Requirements, as amended by the following:
[List, if any, the changes made by the issue of a Variation or Innovation Proposal].
 - (b) complies with all applicable design requirements of the Project Agreement;
 - (c) complies with all applicable standards, codes and current Good Industry Practice; and
 - (d) accurately describes and depicts the work to be undertaken.

SCHEDULE

[Include here drawing numbers and titles, reports, calculations, etc.]

Signed:
Engineer of Record
Name:
Title:
Date:

3. Reviewed by:

Signed:
Coordinating Professional Engineer
Name:
Title:
Date:

Signed:
Project Co's Representative
Name:
Date:

4. This Certificate is:

- i. REVIEWED*
- ii. REVIEWED AS NOTED*
- iii. REJECTED*

* delete as appropriate

Signed:
Ministry's Representative
Name:
Date:

Certificate Ref. No. []

INDEPENDENT STRUCTURAL DESIGN CHECK CERTIFICATE

Agreement between Her Majesty the Queen in Right of Saskatchewan, as represented by the Minister of Highways and Infrastructure and [Project Co] dated • (“the Project Agreement”) relating to the Project. Defined terms and expressions used in the Agreement have the same meanings in this Certificate.

Form of certificate to be used by the Checking Team for certifying the Design Data of Structures incorporated in the Project Work, in accordance with the Technical Requirements to the Project Agreement.

1. We certify that we have the requisite professional qualifications, skill and experience to perform an independent check of the Design Data referred to herein in accordance with the requirements of the Project Agreement.

2. We certify that we have performed an independent check (as required by the Project Agreement for significant and complex Structures) of the Design Data for [.....] **[Name of the Structure and list of all elements of the Structure included in the Design Data]** listed in the Schedule hereto and utilizing the standards of care, skill and diligence that, in accordance with the standards of our profession, are required of experienced professionals undertaking such an independent check, and that in our professional opinion:
 - (a) the said Design Data meets performance expectations outlined in the Project Agreement, [including Technical Appraisal Form] No. [.....] dated [.....], as amended by the following:

[List, if any, the changes made and any addenda to the foregoing Technical Appraisal Form]; and

 - (b) the design, methodologies and assumptions are consistent with Good Industry Practice.

SCHEDULE

[Include here drawing numbers and titles and reports, calculations, etc.]

Signed:
Checking Team (Principal)
Name:
Title:
Date:

3. Reviewed by:

Signed:
Coordinating Professional Engineer
Name:
Title:
Date:

Signed:
Project Co Representative
Name:
Date:

4. Receipt of this Certificate is acknowledged.

Signed.....
Ministry's Representative
Name.....
Date.....

Certificate Ref. No. []

DESIGN CERTIFICATE (ENVIRONMENTAL)

Agreement between Her Majesty the Queen in Right of Saskatchewan , as represented by the Minister of Highways and Infrastructure and [Project Co] dated • (“the Project Agreement”) relating to the Project. Defined terms and expressions used in the Project Agreement have the same meanings in this Certificate.

Form of certificate to be used by the Design Team for certifying the Design Data of environmental works incorporated in the [Works or OM&R Works] is in accordance with the Technical Requirements and other provisions of the Project Agreement.

1. I certify that I have the requisite professional qualifications, skill and experience to prepare the Design Data referred to herein in accordance with the requirements of the Agreement and all relevant Technical Requirements.

2. I certify that I have prepared the Design Data for [.....] [Name and list of all elements of the environmental works] in the Schedule hereto and annexed in accordance with all applicable requirements contained in the Design Management Plan, the IMS Manual and utilizing the standards of care, skill and diligence that, in accordance with the standards of our profession, are required of experienced professionals undertaking the preparation of such Design Data, and that in my professional opinion:
 - (a) the said Design Data complies with all applicable Technical Requirements, including Technical Appraisal Form No. [.....] dated [.....], as amended by the following: **[List, if any, the changes made by the issue of a Variation or Innovation Proposal].**

 - (b) the said Design Data complies with all applicable design requirements of the Project Agreement; and

 - (c) the said Design Data complies with all applicable standards, codes and current Good Industry Practice.

SCHEDULE

[Include here drawing numbers and titles and reports, calculations, etc.]

Signed:
Environmental Manager
Name:
Title:
Date:

3. Reviewed by:

Signed:
Coordinating Professional Engineer
Name:
Title:
Date:

Signed:
Project Co Representative
Name:
Date:

4. This Certificate is:

- i. REVIEWED*
- ii. REVIEWED AS NOTED*
- iii. REJECTED*

* delete as
appropriate

Signed:
Ministry's Representative
Name:
Date:

Certificate Ref No. []

**ROAD SAFETY AUDIT CERTIFICATE
(PRE-FINAL DESIGN ROAD SAFETY AUDIT)**

Agreement between Her Majesty the Queen in Right of Saskatchewan, as represented by the Minister of Highways and Infrastructure and [Project Co] dated • (“the Project Agreement”) relating to the Project. Defined terms and expressions used in the Project Agreement have the same meanings in this Certificate.

Form of Certificate to be used by the Design Team for certifying that a Pre-Final Design Road Safety Audit has been carried out in accordance with Section 200.4.7.3.1 of Schedule 15–2 - Technical Requirements – Design and Construction to the Project Agreement.

1. We certify that the preliminary design of [.....] has been the subject of a Pre-Final Design Road Safety Audit in accordance Section 200.4.7.3.1 of Schedule 15–2 - Technical Requirements – Design and Construction to the Project Agreement, the Design Management Plan and all other relevant provisions of the Project Agreement.
2. The Road Safety Audit Team’s report and statement certifying the Pre-Final Design Road Safety Audit has been carried out are attached.
3. [List of documents and Design Data that has been subject to the Road Safety Audit:]

Signed:
 Audit Team (Principal)
 Name:
 Title:
 Date:
 Professional Registration Number:
 Affix Professional Seal

4. We certify that the preliminary design of [.....] has been the subject of a Pre-Final Design Road Safety Audit in accordance with Section 200.4.7.3 of Schedule 15–2 - Technical Requirements – Design and Construction to the Project Agreement, the Design Management Plan, the IMS Manual and all other relevant provisions of the Project Agreement and that all observations and recommendations in the Road Safety Audit Team’s report have been satisfactorily addressed and resolved.

Signed:
Coordinating Professional Engineer
Name:
Title:
Date:

Signed:
Design Team (Principal)
Name:
Title:
Date:

Certificate Ref. No. []

**ROAD SAFETY AUDIT CERTIFICATE
(FINAL DESIGN ROAD SAFETY AUDIT)**

Agreement between Her Majesty the Queen in Right of, as represented by the Minister of Highways and Infrastructure and [Project Co] dated • (“the Project Agreement”) relating to the Project. Defined terms and expressions used in the Project Agreement have the same meanings in this Certificate.

Form of Certificate to be used by the Designer for certifying that a Final Design Road Safety Audit has been carried out in accordance with Section 200.4.7.3.2 of Schedule 15–2 - Technical Requirements – Design and Construction to the Project Agreement.

1. We certify that the Detailed Design of [.....] has been the subject of a Final Design Road Safety Audit in accordance with Section 200.4.7.3.2 of Schedule 15–2 - Technical Requirements – Design and Construction to the Project Agreement, the Design Management Plan and all other relevant provisions of the Project Agreement.
2. The Road Safety Audit Team’s report and statement certifying the Final Design Road Safety Audit has been carried out are attached.
3. [List of documents and Design Data that has been subject to the Road Safety Audit:]

Signed:
 Audit Team (Principal)
 Name:
 Title:
 Date:

4. We certify that the Detailed Design of [.....] has been the subject of a Final Design Road Safety Audit in accordance with Section 200.4.7.3.2 of Schedule 15–2 - Technical Requirements – Design and Construction to the Project Agreement, the Design Management Plan, the IMS Manual and all other relevant provisions of the Project Agreement and that all observations and recommendations in the Audit Team’s report have been satisfactorily addressed and resolved.

Signed:
Coordinating Professional Engineer
Name:
Title:
Date:

Signed:
Design Team (Principal)
Name:
Title:
Date:

Signed:
Construction Contractor (Principal)
Name:
Title:
Date:

Signed:
Project Co’s Representative
Name:
Date:

5. Receipt of this Certificate is acknowledged.

Signed.....
Ministry’s Representative
Name.....
Date.....

Certificate Ref. No. []

**ROAD SAFETY AUDIT CERTIFICATE
(TEMPORARY TRAFFIC ACCOMMODATION ROAD SAFETY AUDIT)**

Agreement between Her Majesty the Queen in Right of Saskatchewan , as represented by the Minister of Highways and Infrastructure and [Project Co] dated • (“the Project Agreement”) relating to the Project. Defined terms and expressions used in the Project Agreement have the same meanings in this Certificate.

Form of Certificate to be used by the Design Team for certifying that a Road Safety Audit has been carried out in accordance with Section 200.4.7.3.3 of Schedule 15–2 - Technical Requirements – Design and Construction to the Project Agreement.

1. We certify that the [reference relevant works] as constructed, tested and commissioned has been the subject to a Temporary Traffic Accommodation Road Safety Audit in accordance with Section 200.4.7.3.3 of Schedule 15–2 - Technical Requirements – Design and Construction to the Project Agreement, the Design Management Plan and all other relevant provisions of the Project Agreement.
2. The Road Safety Audit Team’s report and statement certifying the Temporary Traffic Accommodation Road Safety Audit has been carried out are attached.
3. [List of documents and Design Data that has been subject to the Road Safety Audit:]

Signed:
 Audit Team (Principal)
 Name:
 Title:
 Date:

4. We certify that the [reference relevant works] as constructed, tested and commissioned has been the subject of a Temporary Traffic Accommodation Road Safety Audit in accordance with Section 200.4.7.3.3 of Schedule 15–2 - Technical Requirements – Design and Construction to the Project Agreement, the Design Management Plan, the IMS Manual and all other relevant provisions of the Project Agreement and that all observations and recommendations in the Audit Team’s report have been satisfactorily addressed and resolved.

Signed:
Coordinating Professional Engineer
Name:
Title:
Date:

Signed:
Design Team (Principal)
Name:
Title:
Date:

Signed:
Construction Contractor (Principal)
Name:
Title:
Date:

Signed:
Project Co’s Representative
Name:
Title:
Date:

Certificate Ref. No. []

**ROAD SAFETY AUDIT CERTIFICATE
(POST CONSTRUCTION ROAD SAFETY AUDIT)**

Agreement between Her Majesty the Queen in Right of Saskatchewan, as represented by the Minister of Highways and Infrastructure and [Project Co] dated • (“the Project Agreement”) relating to the Project. Defined terms and expressions used in the Project Agreement have the same meanings in this Certificate.

Form of Certificate to be used by the Design Team for certifying that a Road Safety Audit has been carried out in accordance with Section 200.4.7.3.4 of Schedule 15 to the Project Agreement.

1. We certify that the [reference relevant works] as constructed, tested and commissioned has been the subject a Post Construction Road Safety Audit in accordance with Section 200.4.7.3.4 of Schedule 15–2 - Technical Requirements – Design and Construction to the Project Agreement, the Design Management Plan and all other relevant provisions of the Project Agreement.
2. The Road Safety Audit Team’s report and statement certifying the audit has been carried out are attached.
3. [List of documents and Design Data that has been subject to the Road Safety Audit:]

Signed:
 Audit Team (Principal)
 Name:
 Title:
 Date:

4. We certify that the [reference relevant works] as constructed, tested and commissioned has been the subject of a Post Construction Road Safety Audit in accordance with Section 200.4.7.3.4 of Schedule 15–2 - Technical Requirements – Design and Construction to the Project Agreement, the Design Management Plan and all other relevant provisions of the Project Agreement and that all observations and recommendations in the Audit Team’s report have been satisfactorily addressed and resolved.

Signed:
Coordinating Professional Engineer
Name:
Title:
Date:

Signed:
Design Team (Principal)
Name:
Title:
Date:

Certificate Ref. No. []

CONSTRUCTION CERTIFICATE

Agreement between Her Majesty the Queen in Right of Saskatchewan, as represented by the Minister of Highways and Infrastructure and [Project Co] dated • (“the Project Agreement”) relating to the Project. Defined terms and expressions used in the Project Agreement have the same meanings in this Certificate.

Form of Certificate to be used by the Design Team, Construction Contractor and Project Co. for certifying the construction of the Works is constructed in accordance with the Technical Requirements and other provisions of the Project Agreement.

Construction Contractor’s and Project Co’s Statement

- 1. We certify that **[name and element of construction]** has been designed, constructed, [Substantially Completed] [Finally Completed], commissioned and tested in all respects in accordance with:
 - (a) the relevant Design Data, Design Certificates, and where required Check Certificates, in each case to which there has been no rejection under the Review Procedure; and
 - (b) the provisions of the Project Agreement including all applicable Technical Requirements **[as amended by the following Variations or Innovation Proposals:]**

Signed.....
 Construction Contractor (Lead Construction Project Manager)
 Name.....
 Title.....
 Date.....

Signed.....
 Project Co’s Representative
 Name.....
 Date.....

Design Team’s Statement

- 2. We certify on behalf of the Design Team that we have examined the **[name and element of construction]** in accordance with the requirements for examination of the Project Work contained in the Design Management Plan, the Construction Management Plan and the IMS Manual and utilizing the standards of care, skill and diligence that, in accordance with the standards of our profession as regulated by the *Saskatchewan Engineering and Geoscience Professions Act* and Regulatory Bylaws, and that in our professional opinion the said element of the Project Work or other works has been designed, constructed, [Substantially Completed] [Finally Completed], commissioned and tested in all respects in accordance with:
 - (a) the relevant Design Data and Design Certificates and where required Check Certificates in each case to which there has been no objection under the Review Procedure; and
 - (b) the provisions of the Project Agreement including all applicable Project Requirements **[as amended by the Variations or Innovation Proposals]** listed in paragraph 1 above].

Signed.....
 Design Team (Design Team Leader)
 Name.....
 Title.....
 Date.....

Signed.....
 Field Reviewer
 Name.....
 Title.....
 Date.....

- 3. Reviewed by:
 - Signed.....
 - Coordinating Professional Engineer
 - Name.....
 - Title.....
 - Date.....

4. Receipt of this Certificate is acknowledged.

Signed.....
Ministry's Representative
Name.....
Date.....

Signed.....
Independent Certifier
Name.....
Date.....

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