



ASPHALT RESURFACING PROGRAM

TENDER PW09-2020

CLOSING DATE & TIME: MAY 01, 2020 AT 1:00:00 PM



THE CORPORATION OF THE DISTRICT OF OAK BAY
2167 OAK BAY AVENUE
VICTORIA, BC V8R 1G2

THE CORPORATION OF THE DISTRICT OF OAK BAY

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INVITATION TO TENDER

Enclosed please find the Instructions to Tenderers, Tender Forms, and the Conditions for the above tender. All aforementioned, including this Invitation to Tender, constitute the Contract Documents. The Corporation of the District of Oak Bay shall be referred to as the "District" in these contract documents.

Sealed bids clearly marked on the envelope, **ASPHALT RESURFACING PROGRAM TENDER, PW09-2020**, must be received at the office of the Deputy Director of Financial Services, 2167 Oak Bay Avenue, Victoria, BC V8R 1G2, before **1:00:00 p.m., local time, on Friday May 1, 2020**.

A public opening will not be conducted for this Invitation to Tender.

All bids must be submitted on the form provided. Please read all the contract documents carefully before submitting your bid.

Lowest or any bid will not necessarily be accepted.

Donna Costin, CPA, CMA
Deputy Director of Financial Services

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INSTRUCTIONS TO TENDERERS

1.0 SCOPE OF WORK

Asphalt Milling, Filling and overlay at various locations as marked by the Superintendent of Public Works. The various locations associated with the Milling and Filling and Overlay are up to 10 different locations within Oak Bay. In addition, the loading, hauling, sweeping and disposition of the milled asphalt as detailed in the Corporation of the District of Oak Bay (the "District") Specifications and all traffic control is to be included in this contract.

2.0 TERM OF CONTRACT

This contract shall remain in force from the date of execution on or around May 11th, 2020 to May 31st, 2021. Prices tendered must remain unchanged for that period. Awarding of a contract may be subject to approval of project funding and Council approval. The District of Oak Bay reserves the right, at their sole discretion, to extend this tender for an additional three (3) x one (1) year periods upon a satisfactory agreement being reached with the current supplier up to 30 days prior to the conclusion of the term of this tender.

3.0 COMPLETION OF TENDERS

3.1 Submission/Delivery of Tenders/Closing Date and Time

3.1.1 Tenders to be submitted in a sealed envelope clearly marked "**ASPHALT RESURFACING PROGRAM TENDER, PW09-2020**" to The Corporation of the District of Oak Bay, at the office of the Deputy Director of Financial Services, 2167 Oak Bay Avenue, Victoria, BC V8R 1G2. Tenders not submitted to the proper location and by the proper time will be returned unopened to the sender. For this reason, senders name and return address shall be clearly marked on the outside of the Tender envelope. The closing date is **Friday May 1, 2020**. Tenders will be received up to **1:00:00 p.m., local time**.

3.1.2 For clarification of the bidding process, please contact Donna Costin, Deputy Director of Financial Services, phone at 250-598-3311, Extension 7417, or email: dcostin@oakbay.ca

3.1.3 For technical enquiries related to this Tender, please contact David Brozuk, Superintendent of Public Works, Phone at 250-598-4501 or email: dbrozuk@oakbay.ca

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3.1.4 Documents in the sealed envelopes must bear original signatures. Oral or facsimile submissions will not be considered.

3.1.5 It is mandatory that the Form of Tender being submitted be signed by an authorized officer of the company. If erasures or other changes appear on the Tender Form, each must be initialled by the person signing the Tender.

3.2 Completion of Tenders

3.2.1 Tender Forms: Tenders will be submitted on the forms provided by the District. All blank spaces on the Form of Tender must be filled in, and failure to do so may render the Tender invalid. All signatures are required to be signed in long hand.

3.2.2 Qualifying clauses: A Tender having qualifying clauses may not be considered.

3.2.3 Changes: No changes will be made to the Form of Tender. Alterations, erasures or unauthorized conditions may render the Tender informal and cause its rejection.

3.2.4 Corrections: If information included by the Tenderer on the Form of Tender is corrected (e.g. a wrong figure) it shall be initialled by the person signing the Form of Tender.

3.2.5 Contradictions: If a number is written in both figures and script and these differ, the script shall govern.

3.2.6 Time to complete the work to include advance notice required to start work and be completed by the Contractor.

3.3 Amendments to Tenders

3.3.1 Changes to the Tender must be in writing, signed by the same person(s) as on the Form of Tender. No telephone messages will be accepted.

3.3.2 Fax or other written modifications or changes, if received prior to Tender closing, will be accepted until **1:00:00 p.m. on Friday May 1, 2020**. Changes received after this time will not be accepted. Completed faxes must be received at (250) 598-9108 prior to Tender closing. Incomplete

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faxes or faxes received after the Tender closing time will not be accepted.

3.3.3 Revised prices are NOT to be given on amendments. Only the addition to or deduction from the prices given on the Form of Tender or changes in dates or names of subcontractor or suppliers or key personnel may be stated.

3.3.4 Late arriving amendments for whatever reason will not be considered.

4.0 ADDENDA

Any and all addendums to this bid opportunity will be posted on our website at www.oakbay.ca. It is the sole responsibility of participants to make sure that they are in receipt of all addendums prior to Tender closing. Information obtained from any other source is not official and should not be relied upon.

The District will not issue addenda less than **three (3)** days prior to the closing date without a corresponding reasonable extension of the closing date.

4.1 Form of Tender

4.1.1 Each Tenderer shall state in the space provided on the Form of Tender, the receipt and inclusion of Addenda issued prior to the Tender closing.

4.1.2 Failure to include all Addenda issued may render the Tender invalid

4.2 Clarification of Contract Documents

4.2.1 The Tenderer must carefully examine the Tender documents. Should a Tenderer find discrepancies in, or omissions from the drawings or other documents, or be in doubt as to their meaning, he should at once notify the Office of Purchasing Services. The Tenderer may not claim, after the submission of a Tender, that there was any misunderstanding with respect to the conditions imposed by the documents.

4.2.2 No claim by the Tenderer of unsuitability or unavailability of material will be accepted unless submitted in writing at least **FIVE (5)** calendar days before the Tender closing date, and approval by the District is granted, prior to Tender closing.

4.2.3 Written Addenda will be issued to amend the Tender documents if required.

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- 4.2.4 No verbal agreement or conversation made or had at any time with any officer, agency or employee of the District shall affect or modify any of the terms or obligations herein stated.

4.3 Alternates or Equals

- 4.3.1 Tenders will be based on the products as specified or on products approved by Addendum.
- 4.3.2 Applications for approval of “alternate” or “equal” products may be submitted in writing up until **FIVE (5)** calendar days before the Tender closing date. To be considered, the application must be accompanied by full technical data to show equivalency and suitability and examples of similar use. Approvals, if any, will be given in writing by Addendum.

4.4 Substitutions

- 4.4.1 All submissions shall be based on products, equipment, processes and fabrication methods mentioned in the Tender documents including Addenda with NO substitutions.
- 4.4.2 Where more than one name, type or style is specified in any instance, the Contractor shall make a selection from any so named.

5.0 OFFER

The offer must be valid and irrevocable for **SIXTY (60)** days from the date of the Tender.

5.1 Base Bid

- 5.1.1 The Tender shall include all specified Work including all labour, materials, services, trades, PST/GST, and all royalties, duties freight exchanges, overhead and profit.
- 5.1.2 A Contract is formed only when the District issues a purchase order to the selected Tenderer(s) who has submitted the Best Offer. The District is not obligated in any manner whatsoever until a purchase order has been duly executed relating to the Best Offer.
- 5.1.3 Prices quoted must be firm for the duration of the Contract.
- 5.1.4 Unit prices quoted are to exclude value added taxes. Taxes will be

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considered extra. All prices are to be in Canadian funds.

- 5.1.5 Should we require more or less of any item shown in the Form of Tender, these items shall be supplied at the price tendered.

5.2 Permits and Fees

The Tender is to include the cost to secure and pay all the permits and Inspection fees required by all authorities having jurisdiction, other than the Building Permit.

5.3 Bid and Performance Security

- 5.3.1 Tenders shall be accompanied by Bid Security in the form of a certified cheque, irrevocable letter of credit or Bid Bond from a reputable surety company licensed to carry on business in British Columbia, in an amount equal to 10% of the Tender price, drawn in favour of the District.
- 5.3.2 The terms for receipt of the Bid Security are that if the Tenderer does not enter into a contract with the District within 10 days after notice of award of the contract to the Tenderer, the Bid Security shall be forfeited to the District.
- 5.3.3 On award and signing of the contract, the Bid Security shall be exchanged for Performance Security in the form of a Performance Bond and Labour Materials Payments Bond each in the amount of 50% of the Contract price.
- 5.3.4 The delivery of the Performance Security to the District shall be a condition precedent to the effectuation of the contract between the successful Tenderers and the District.
- 5.3.5 The cost of all Bid and Performance Securities is by the Tenderer.
- 5.3.6 All such bonds shall be issued on a form approved by the Insurance Bureau of Canada and issued by a Surety acceptable to the District.
- 5.3.7 All Bonds and Securities shall be held and continue in force for one year after the issuance of a Certificate of Substantial Performance of the Work, to provide the one year Guarantee.

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6.0 ACCEPTANCE & REJECTION OF TENDERS

Responses to this Tender call which do not, in the opinion of the District, adequately address all the requirements listed in this Tender document may result in a request for clarification to the Tenderer or outright rejection of the Tender, at the discretion of the District.

Tenders which contain qualifying conditions or otherwise fail to conform to the instructions to Tenderers may be disqualified or rejected.

Notwithstanding any custom in the trade, the District reserves the full right to, in its sole discretion and according to its own judgement and best interest:

- 6.1 reject any and/or all Tenders;
- 6.2 waive any minor technical or formal defect in a tender and accept that tender;
- 6.3 award the contract to other than the lowest Tenderer;
- 6.4 to accept any Tender;
- 6.5 to reject any and/or all irregularities in the Tenders submitted;
- 6.6 to make decisions with due regard to quality of service, experience, compliance with requirements and any other such factors as may be necessary in the circumstances;
- 6.7 to work with any Participant whose Tender, in the opinion of the Management is in the best interest of the District.
- 6.8 to cancel or re-issue the Tender without any changes, in the event that only one compliant bid is received, and/or if the bids exceed the estimated budget for this project;
- 6.9 Without limiting the generality of the foregoing, any Tender may be disqualified or rejected which is incomplete, obscure or irregular, which has erasures or corrections in the Form of Tender, in which prices are omitted or are unbalanced or which has an insufficient or irregular surety;

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6.10 Awarding of a contract may be subject to approval of project funding and Council approval.

7.0 DISCLOSURE

The total bids will be provided after the bids are opened. Unit pricing will not be made available as public information.

8.0 AGREEMENT ON INTERNAL TRADE/TILMA

This procurement may be covered by the **Agreement on Internal Trade, Annex 502.4 - Procurement ("AIT")** and the **New West Partnership Trade Agreement (NWPTA)**.

9.0 CANCELLATION

The District reserves the right to cancel this Tender at any time and for any reason, and will not be responsible for any loss, damage, cost or expense incurred or suffered by any bidder as a result of that cancellation.

10.0 DISCLAIMER

Bidders responding to this competitive process agree to the terms and conditions of the bid opportunity as issued by the District. Submissions shall not contain any alterations to the posted document other than entering data in the spaces provided or including attachments as necessary. Participants who alter the document as issued may be disqualified from this competition.

11.0 NO CLAIM FOR COMPENSATION

Except as expressly and specifically permitted in these Instructions to Tenderers, no Tenderer shall have any claim for any compensation of any kind whatsoever, as a result of participating in the Tender, and by submitting a bid each Tenderer shall be deemed to have agreed that it has no claim.

12.0 CONFLICT OF INTEREST

The Tenderer warrants that the Tenderer is not employed by the District, nor is an immediate relative of such an employee, if the goods or services to be supplied under

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this Tender are intended to be supplied to the department in which such employee works.

If the Tenderer is a company, the proponent warrants that none of its officers, directors or employees with authority to bind the company are employees of the District or immediate relatives of employees of the District, if the goods or services to be supplied under this Tender are intended to be supplied to the department in which such employee works.

In this section “Immediate Relative” means a spouse, parent, child, brother, sister, brother-in-law, or sister-in-law of a District employee.

13.0 SOLICITATION

If any director, officer, employee, agent or other representative of a Tenderer makes any representation or solicitation to any Mayor, Councillor, officer or employee of the District with respect to the Tender, whether before or after the submission of the Tender, the District shall be entitled to reject or not accept the Tender.

14.0 REGULATIONS

The Contractor must comply with all Municipal, Provincial and Federal regulations relevant to the work in this Contract.

15.0 COMPLETION

Time to Complete the Work

15.1 It is of prime importance to the Owner that the construction be completed as early as possible and that the Contractor is committed to meet the construction schedule agreed upon.

15.2 Work completion is clarified as “Substantial Performance” of the work.

16.0 KEY PERSONNEL

Proposed Key Personnel

16.1 The Contractor shall state in Schedule 3, List of Supervisory Personnel, on the Form of Tender the name of the proposed project administrator and superintendent.

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- 16.2 After the Tender closing the Tenderer may be requested by the District to provide the qualifications of the proposed key personnel.

17.0 ASSIGNMENT OF PERSONNEL

The key personnel named in the contractors Tender response, shall remain in these key positions throughout the contract. In the event that key personnel leave the contractors firm, or for any unknown reason are unable to continue fulfilling their role, the contractor must propose a suitable replacement, and obtain written consent from the District. Acceptance of the proposed replacement is at the sole discretion of the District.

18.0 WORKSAFE BC

- 18.1 The Contractor must be registered, and in good standing, with WorkSafe BC. Please provide your WSCB Registration/Firm number.
- 18.2 A current “WSCB Clearance Letter” must be received prior to the award of the contract and must accompany all contract invoices (monthly).
- 18.3 The Contractor must ensure that all fees, charges and/or assessments levied by WorkSafe BC for the protection of the Contractor’s work force are paid prior to the commencement of the work, and remain up-to-date throughout the length of the contract.
- 18.4 The Contractor shall provide evidence of compliance upon request prior to receiving payment on substantial and total performance of the work.
- 18.5 At any time during the performance of the work, over the term of the contract, the Contractor will provide evidence of compliance by himself and his subcontractors.
- 18.6 The contractor will be designated as the Prime Contractor as defined under the Workers’ Compensation Act Part 3, Division 3, Section 118 (1-3).
- 18.7 The Contractor shall indemnify the District and hold the District harmless from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafe BC assessments owing from any person employed on the work by the Contractor, by its sub-contractors or by any

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other person doing or contracting to do all or any part of the work of this contract or arising out of or in any way related to a failure to observe safety rules, regulations and practices of the WorkSafe BC, including any penalties levied by the WorkSafe BC.

19.0 CERTIFICATES OF INSURANCE

Within **SEVEN** (7) days of the acceptance of a Tender by the District, the successful Tenderer must provide proof of appropriate insurance coverage, naming The Corporation of the District of Oak Bay as an additional insured. Complete insurance requirements are addressed in the SC26 General Conditions.

20.0 INDEMNIFICATION

The Tenderer shall indemnify and save harmless the District and its officials, officers, employees and agents from any claim, lawsuit, liability, debt, demand, loss or judgment (including costs, defense expense and interest) whatsoever and howsoever arising either directly or indirectly as a result of the granting of this contract or the use of the District's property or facilities.

The Tenderer shall waive all rights or subrogation or recourse against the District as a result of the granting of this contract or the use of the District's property or facilities.

The Tenderer shall indemnify and pay to the District promptly, on demand for any loss or damage to the District's property and facilities arising either directly or indirectly as a result of the use of the property or facilities under the terms of this contract.

21.0 BUSINESS LICENCE

The successful vendor must possess an inter-municipal or non-resident business licence and will be required to provide evidence of same.

22.0 ENVIRONMENTAL CONSIDERATION

The District supports and encourages the development and use of environmentally responsible products. Please include any information about your product that supports this direction.

When evaluating bids, consideration can be given to bids that demonstrate environmental responsibility.

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23.0 DOCUMENTATION

All documents, reports, Tender submissions, working papers or other materials submitted to The Corporation of the District of Oak Bay shall become the sole and exclusive property of The Corporation of the District of Oak Bay and as such, are subject to Freedom of Information Legislation. To request documentation confidentiality, tenderers must submit a covering letter, with their Tender, detailing the specifics of their request.

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FORM OF TENDER

Sealed Tenders, plainly marked on the envelope:

ASPHALT RESURFACING PROGRAM TENDER, PW09-2020

will be received by: The Corporation of the District of Oak Bay
2167 Oak Bay Avenue, Victoria, BC V8R 1G2

at the time and date stated in the "Invitation to Tender" .

Complete the following information in **PRINTED OR TYPEWRITTEN** form. Any future correspondence from The Corporation of the District of Oak Bay concerning this Contract will be directed to the address shown below.

NAME OF FIRM TENDERING _____

MAILING ADDRESS _____

TELEPHONE NUMBER _____

FAX NUMBER _____

CONTACT NAME _____

EMAIL ADDRESS _____

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The undersigned Tenderer having carefully read, examined and understood the Tender documents, hereby agrees to the same and having full knowledge of the work required and of the materials to be furnished, does hereby Tender and offer to enter into a contract to perform and complete the whole of the said works and provide all necessary labour, plant, tools and materials as set forth and in strict accordance with those Specifications, Drawings and other contract documents, to do all therein called for on the terms and conditions and under the provision therein set forth in the total sum of, and at the rates specified in the attached Schedule of Prices.

Asphalt Resurfacing & Miscellaneous Concrete Program

TENDER PRICE (excluding applicable value added taxes) \$ _____

GST/PST \$ _____

TOTAL TENDER PRICE \$ _____

The prices tendered must be “all found” and include all labour, materials, profit, traffic control, cover duties, value added taxes and handling charges, transportation charges and all other charges incidental to completion of the works under this Contract.

The undersigned Tenderer hands you herewith a Certified Cheque, Letter of Credit or Bid Bond payable to The District of the District of Oak Bay for an amount in total of not less than **TEN PERCENT (10%)** of the total amount of the Tender price.

The said Certified Cheque or Bid Bond is in the amount of \$ _____

The Certified Cheque or Bid Bond will be forfeited to The District of Oak Bay as liquidated damages and not by way of penalty if the Tenderer declines or neglects, within **FOURTEEN (14)** days after being notified, in writing, of acceptance of his Tender, to execute the contract with The District.

WorksafeBC Registration/Firm No. _____

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The undersigned Tenderer hereby agrees to submit to the Owner a Certificate of Insurance and Prime Contractor Designation Forms as required in the Instructions to Tenderers, within **SEVEN (7)** days after acceptance of this Tender and prior to the commencement of work or supply of materials.

The successful Tenderer must possess an inter-municipal or non-resident business licence and will be required to provide evidence of same. Do you have the required Business Licence?

Yes _____ (Issuing Municipality _____ Licence # _____) No _____

GST# _____

Acknowledgement is hereby made of receipt and inclusion of the following Addenda to the contract documents.

Addendum No. 1 Date _____ No. of Pages _____

Addendum No. 2 Date _____ No. of Pages _____

Addendum No. 3 Date _____ No. of Pages _____

Addendum No. 4 Date _____ No. of Pages _____

The undersigned Tenderer hereby agrees that he has made this Tender without any connection, knowledge, comparison of figures, or arrangement with any other person or persons submitting Tenders for this contract, and that this Tender is without collusion or fraud.

The undersigned bidder hereby agrees that once the Tenders for this contract have been opened, this Tender and offer constitutes hereby shall not be revoked before **EITHER** acceptance thereof by the Owner **OR** the expiration of **SIXTY (60)** days after the opening of Tenders for this contract whichever shall first occur.

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The Tenderer further understands and agrees that The Corporation of the District of Oak Bay is not bound to accept the lowest or any Tender received and that the Tenderer has no rights or claims against The District in any way whatsoever in the event that this Tender is not accepted and a contract is not completed.

DATED THIS _____ DAY OF _____, 2020

Signature of Witness

Signature of Tenderer

Name (please print)

Name (please print)

Address

THE CORPORATION OF THE DISTRICT OF OAK BAY

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The Corporation of the District of Oak Bay reserves the right to add and/or reduce quantity to this contract at the unit prices shown, subject to demand and budgetary considerations. Quantities listed are approximate only.

APPENDIX 1 - SCHEDULE OF QUANTITIES AND PRICES

ITEM	DESCRIPTION	EST. QTY	UNIT PRICE	EXTENDED PRICE
1.0	Asphalt Milling & Filling - The milling will be conducted to a min depth of 50 mm below the existing asphalt surface - Asphalt paving must be in accordance with District Specifications (MMCD requirements for a collector roads)	4,000 m ²	@ \$_____/ m ²	\$_____
2.0	2.0m Asphalt Gutter Mill and Overlay of Roadway - mill out and remove existing asphalt roadway at perimeter of area. - Dispose of asphalt milling offsite - Supply and place 50 mm hot mix asphalt paving - Lap Mill and seal joints with colas - Asphalt paving must be in accordance with District Specifications (MMCD requirements for a collector roads)	4,000 m ²	@ \$_____/ m ²	\$_____
3.0	2.0m Asphalt Gutter Mill and Overlay of Roadway - mill out and remove existing asphalt roadway at perimeter of area. - Dispose of asphalt milling offsite - Supply and place 100 mm hot mix asphalt paving in two layers (approx. 50 mm each layer) - Lap Mill and seal joints with colas - Asphalt paving must be in accordance with District Specifications (MMCD requirements for a collector roads)	5,000 m ²	@ \$_____/ m ²	\$_____

***All of the work identified in this Tender is subject to budgetary funding and approval by Oak Bay Council**

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SUPPLIER'S PLANT LOCATION

Location of the Plant that will be supplying hot mix asphalt concrete (HMAC):

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APPENDIX 2 - LIST OF PREVIOUS CONTRACTS

The Tenderer shall fill in details below of the most recent contracts he has undertaken with work of a nature similar to this proposed Contract.

The District intends to use the information to assess the experience of the Tenderer in the appropriate fields of work. The District may contact the references given below before awarding the Contract. Past performance for any similar works done for the District of Oak Bay will be taken into consideration in assessing the experience of the Tenderer.

LOCATION:

CLIENT:

ENGINEER:

TELEPHONE NUMBER:

CONTRACT VALUE:

FAX NUMBER:

EMAIL:

DESCRIPTION OF WORK:

LOCATION:

CLIENT:

ENGINEER:

TELEPHONE NUMBER:

CONTRACT VALUE:

FAX NUMBER:

EMAIL:

DESCRIPTION OF WORK:

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APPENDIX 3 - LIST OF SUPERVISORY PERSONNEL

The Tenderer proposes to assign the following key personnel to administer this contract. The Tenderer should indicate whether the personnel listed are to be employed full-time or part-time.

NAME	POSITION	QUALIFICATIONS	YEARS EXPERIENCE

(If additional space is required use reverse side of this page)

THE CORPORATION OF THE DISTRICT OF OAK BAY

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FORM OF AGREEMENT

THIS AGREEMENT made this ___ day of _____, 2020.

BETWEEN:

(Name of Tenderer)
(address)
(address)

(Hereinafter called the "Contractor") OF THE FIRST PART

AND:

THE CORPORATION OF THE DISTRICT OF OAK BAY
2167 Oak Bay Avenue,
Victoria, BC V8R 1G2

(Hereinafter called the "District") OF THE SECOND PART

WITNESSETH AS FOLLOWS:

- 1.0** In consideration of the covenants and agreements hereinafter contained, the Contractor HEREBY AGREES with the District to do the following work:
- 1.1 To supply all material, labour and workmanship necessary to supply **Asphalt Resurfacing work as per the terms and conditions of Tender PW??-2020** at the tendered price in accordance with the Tender documents.
 - 1.2 To proceed with the work of the Contract as scheduled and to complete the majority of the work (approximately 90%) by **December 15, 2020** and the remaining portion of work under this Contract by **May 31st, 2021** subject to Acts of God and Force Majeure.
- 2.0** In this Agreement "Work" shall be construed to mean and include all the work required to be done for the execution and the completion of this Agreement to the satisfaction of The District. "Engineer" shall mean the District Engineer and/or the authorized representatives of such Engineer who are empowered to act on behalf of The District.

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- 3.0** Whenever in this Contract, it is stipulated that anything shall be done or be performed by either of the parties hereto, it shall be assumed that such party has thereby entered, and such party does hereby enter into a covenant with the other party to do or perform the same.

 - 4.0** All grants, covenants, provisos and claims, rights, powers, privileges and liabilities contained in this Contract shall be read and held as made by and with and granted to and imposed upon the respective parties hereto and their respective heirs, executors, administrators, successors and in the case of The District, its assigns and in the case of the Contractor, his permitted assigns, in the same manner as if the words "heirs, executors, administrators, successors and assigns" had been inscribed in all proper and necessary places and, in the event of more than one person being the Contractor, the said grants, covenants, provisos and claims, rights, powers, privileges and liabilities shall be construed and held to be several as well as joint.

Whenever the singular or masculine is used in this Contract, the same shall be construed as meaning the plural or feminine or body corporate, as the context of the parties hereto so requires.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed, the day and year first above written.

THE CORPORATION OF THE DISTRICT OF OAK BAY)
on the ____ day of _____, 2020)
by its Authorized Signatory(s))
)
_____)
Authorized Signature)
)
_____)
Title)
)
_____)
Authorized Signature)
)
_____)
Title)

THE CORPORATION OF THE DISTRICT OF OAK BAY

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_____ **(Name of Tenderer)**)
on the ____ day of _____, 2020)
by its Authorized Signatory)
)
)
)
)
)
)
)

Authorized Signature)
)
)

Title)
)
)
)

Printed Name)
)
)
)

Witness)
)
)

Printed Name)

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SCHEDULE 1

Schedule of Contract Documents

The Contract Documents consist of the following:

- 1 Invitation to Tender
- 2 Instructions to Tenderers
- 3 Form of Tender, including all Appendixes
- 4 Form of Agreement, including all Schedules
- 5 General Conditions
- 6 Supplementary General Conditions
- 7 General Specifications and/or Drawings
- 8 Any and all Addenda

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SCHEDULE 2 - PRIME CONTRACTOR AGREEMENT

Definitions:

Owner (The Corporation of the District of Oak Bay):

According to the Workers Compensation Act (Part III)

Contractor:

"Contractor" means a contractor, employer or other person who enters into this written agreement with Oak Bay to abide by the Workers Compensation Act and the Occupational Health and Safety Regulation.

Designation:

By signing this agreement, _____ agrees to assume the responsibilities of a **contractor** for the purpose of compliance with the Workers Compensation Act and the Occupational Health and Safety Regulation.

As a Contractor signing this agreement with Oak Bay, you are agreeing that your personnel will comply with the Workers Compensation Act and the Occupational Health and Safety Regulation.

CONTRACTOR RESPONSIBILITIES:

The Contractor will provide the following information to Oak Bay:

- Proof that they are registered with WorkSafeBC and a commitment to notify Oak Bay of any change of status during the course of the project,
- Proof that they are up-to-date on WorkSafeBC assessment payments,
- If applicable, proof that they have taken optional coverage for self and family members working on the contract,
- Proof that they have taken appropriate coverage for the work being done (i.e. ensure they are in the right classification).

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Prior to commencement of work the Contractor shall:

- Review, complete and sign the “Contractor Agreement” and
- Review, complete and sign Appendix “B”, “Confirmation of Responsibilities”.

During work the Contractor shall:

- Assume responsibility for the health and safety of its workers on the site,
- Establish and maintain a system or process that will ensure its workers comply with the Workers Compensation Act and the WorkSafeBC OH&S Regulation,
- Ensure that its workers at the workplace are informed of pre-existing workplace hazards, and of any hazards on the workplace that will be created by the work,
- Ensure that its workers are adequately trained in the performance of their job tasks with particular reference to any job or task which may cause a risk to themselves, their co-workers or to any third party,
- Ensure that its workers are adequately protected from the hazards throughout the duration of the work activity,
- Ensure that if there is an accident, where there is an injury requiring medical attention or loss of life or where there was potential for an accident leading to loss of life, the District of Oak Bay is advised forthwith of the details and any other information. This will be provided to Oak Bay for information purposes only,
- Ensure that its workers comply with any other statute, regulation or by-law which is in place to provide worker safety,
- Immediately report to the District of Oak Bay any unforeseen critical health or safety hazard that is identified during work. Together with the District of Oak Bay determine and implement an effective control. Work will be allowed to continue only when the situation has been made safe.

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CONCLUSION:

Any occupational health and safety violation by the Contractor shall be considered a breach of contract which may result in termination or suspension of the contract and/or any other actions deemed appropriate at the discretion of the District of Oak Bay.

Any penalties, sanctions or additional costs levied against the Contractor will be the sole responsibility of the Contractor.

I, the undersigned, acknowledge having read and understand the information above.

By signing this agreement, I agree as a representative of the firm noted below, to assume the responsibilities of the **Contractor**.

Contractor Firm Name (print)

Contractor (signature)

Date

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APPENDIX "A" – PRE-EXISTING HAZARD ASSESSMENT

NOTE: To be completed by the Oak Bay Contract Liaison to make the Contractor aware of any extraordinary pre-existing hazards peculiar to the contract. It is recognized that this list does not include the routine hazards of the job and due caution is always required by the contractor. Hazards such as underground utilities, asbestos or other toxic materials, overhead power lines, danger trees, confined spaces, working at elevations or other significant factors should be listed if they may be encountered during the work. Check one of the following:

- No extraordinary pre-existing hazards identified at this time. If extraordinary pre-existing hazards are known at a future date they will be discussed with the contractor prior to commencement of work.

- The following extraordinary pre-existing hazards are known to exist.

Identified Hazards

Oak Bay Contract Liaison _____
(Signature and Date)

THE CORPORATION OF THE DISTRICT OF OAK BAY

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APPENDIX “B” – CONFIRMATION OF OCCUPATIONAL HEALTH & SAFETY RESPONSIBILITIES

<ul style="list-style-type: none"> Contractor understands that in any conflict of directions, the Workers Compensation Act – BC Laws and/or the Occupational Health & Safety Regulation shall prevail 	<input type="checkbox"/> yes <input type="checkbox"/> no
<ul style="list-style-type: none"> Appendix “A” Pre-Existing Hazard Assessment form received 	<input type="checkbox"/> yes <input type="checkbox"/> no
<ul style="list-style-type: none"> Contractor will communicate hazards to its workers and ensure that appropriate measures are taken for worker protection 	<input type="checkbox"/> yes <input type="checkbox"/> no
<ul style="list-style-type: none"> Contractor will immediately report to Oak Bay any critical health or safety hazard that is identified during work and will not undertake further work until it is safe to do so 	<input type="checkbox"/> yes <input type="checkbox"/> no
<ul style="list-style-type: none"> Contractor accepts that written documentation (e.g. safety program, notes, records, inspections, meetings etc.) on health and safety issues relating to the contract must be available upon request to Oak Bay and/or to a WorkSafeBC officer 	<input type="checkbox"/> yes <input type="checkbox"/> no
<ul style="list-style-type: none"> Contractor confirms that the contractor and its workers will be suitably trained and competent to perform the duties for which they are assigned 	<input type="checkbox"/> yes <input type="checkbox"/> no
<ul style="list-style-type: none"> Contractor conducts safety orientation of all their new and young workers 	<input type="checkbox"/> yes <input type="checkbox"/> no
<ul style="list-style-type: none"> Contractor will assess and coordinate the first aid requirements or ensure they are in place for its workers 	<input type="checkbox"/> yes <input type="checkbox"/> no
<ul style="list-style-type: none"> Contractor assumes responsibility for the health and safety of its workers and for ensuring compliance by its workers with the Workers Compensation Act – BC Laws and/or the Occupational Health & Safety Regulation 	<input type="checkbox"/> yes <input type="checkbox"/> no
<ul style="list-style-type: none"> Contractor understands any Occupational Health & Safety Regulation violation by the Contractor may be considered a breach of contract resulting in possible termination or suspension of the contract and/or any other actions deemed appropriate at the discretion of Oak Bay 	<input type="checkbox"/> yes <input type="checkbox"/> no
<ul style="list-style-type: none"> Contractor understands any penalties, sanctions or additional costs levied against the Contractor will be the sole responsibility of the Contractor 	<input type="checkbox"/> yes <input type="checkbox"/> no

Firm Name (Contractor) _____

Contractor Rep (Signature and Date) _____

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GENERAL CONDITIONS

1.0 DEFINITIONS

- 1.1 In the contract documents, the following definitions apply:
- 1.1.1 “District” means **THE CORPORATION OF THE DISTRICT OF OAK BAY** and its authorized representatives.
 - 1.1.2 “Contract Documents” or “agreement” means the documents listed in the Form of Tender
 - 1.1.3 “Contract Price” means that sum set down in the Form of Tender.
 - 1.1.4 “Contract Time” is that period of time running from the effective date of the Contract documents until the end of the time stated in **TERM OF CONTRACT** in the Instructions to Tenderers, subject always to the terms of the Contract Documents.
 - 1.1.5 “Progress Breakdown” means the detailed cost breakdown of the various parts of the Work aggregating the Contract price.
 - 1.1.6 “Progress Invoice” means an Invoice submitted by the Contractor on his letterhead in a format approved by The District, indicating the value of Work executed to date and the amount payable.
 - 1.1.7 “Small Tools” and “expendables” means those tools and expendable materials that:
 - 1.1.7.1 are customarily provided by the trades involved; and
 - 1.1.7.2 have individual value of less than **ONE THOUSAND DOLLARS (\$1,000.00)**.
 - 1.1.8 “Substantial Performance” means:
 - 1.1.8.1 the Work or a substantial part of it is ready for use or is being used for the purpose intended; and
 - 1.1.8.2 is so certified by The District.

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- 1.1.9 “Superintendent” means the employee and representative of the Contractor who is designated by the Contractor as being in full charge of the field operations of the Contractor for the purposes of the Contract Documents;
- 1.1.10 “Total Performance” shall mean when the entire Work has been performed to the requirements of the Contract Documents, and is so certified by The District; and
- 1.1.11 “Work” includes the whole of the works, materials matters and things required to be done, furnished and performed by the Contractor under the Contract Documents.

2.0 CONTRACT DOCUMENTS

- 2.1 The Contract Documents are complementary and what is called for by any one shall be binding as if called for by all. The intention of the Contract Documents is to include all labour, materials, construction plant and equipment, supplies, services, tools, transportation, facilities and all things necessary for the proper execution of the Work excepting only those items specifically stated as being furnished by The District.
- 2.2 The lack of mention in The Drawings and Specifications of details necessary to complete the Work in keeping with the best practices of the several trades concerned, shall not warrant the omission by the Contractor of anything which may be necessary for the best and complete use of the Work and all such details shall be installed without extra cost to The District.

3.0 ADDITIONAL INSTRUCTIONS

During the progress of the Work, The District shall give to the Contractor, in writing, such additional instructions as may be necessary to supplement the Contract Documents. All such instructions shall be consistent with the intent of the Contract Documents and shall not be construed as changes in the Work.

4.0 OWNERSHIP OF DOCUMENTS

All Contract Documents and copies thereof are and shall remain the property of The District and shall not be copied, revised or used on other Work without the prior written authorization of The District.

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5.0 INTERPRETATION OF CONTRACT BY THE DISTRICT

- 5.1 The District will decide on questions arising from the Contract Documents and give written interpretations of the requirements therein, which will be followed promptly by the Contractor.
- 5.2 If the Contractor disagrees with a decision or direction pursuant to 5.1, the Contractor shall proceed with the Work in accordance with that written decision or direction. Within **SEVEN (7)** days after written notice to the Contractor, of his disagreement, and 12.0 shall then govern the resolution of the disagreement.

6.0 DELAY AND DEFAULT

- 6.1 If the Contractor delays in the commencement, execution or completion of the Work, and the delay is not caused by The District, or by an Act of God, The District will not accept any claim by the Contractor and he will indemnify and reimburse The District for all costs, expenses, damage and losses it incurs thereby. Where a delay is clearly not the fault of the Contractor, The District may extend the Contract Time.
- 6.2 Where the Contractor delays as set out in 6.1 or is otherwise in default under the Contract Documents and the delay or default continues for **SEVEN (7)** days after written notice to the Contractor, or where the Contractor has committed or threatens to commit an act of bankruptcy, or makes any assignment without The District's written consent, The District may terminate the Contract in accordance with 7.1. In addition, the Contractor will indemnify and reimburse The District for all costs, expenses, damage and losses arising out of the Contractor's default.

7.0 SUSPENSION OR TERMINATION OF WORK BY THE DISTRICT

- 7.1 The District may, in its sole discretion and without giving reasons, require the Contractor to either terminate his execution of the Work, or suspend that Work for a specified or unspecified period, by communicating written notice to that effect to the Contractor.
- 7.2 The Contractor, upon receiving notice of The District's requirement pursuant to 7.1, shall immediately terminate or suspend all operations except those which, in The District's opinion are necessary for the care and preservation of the Work.

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8.0 CLAIMS AGAINST AND OBLIGATIONS OF THE CONTRACTOR OR SUBCONTRACTOR

- 8.1 The District may, in order to satisfy liens or discharge lawful claims against, or obligations of, the Contractor or a subcontractor arising out of the execution of the Work, pay any amount due to the Contractor pursuant to the Contract Documents or payable following a conversion or a negotiation of the Contract Security, into Court or to the claimants against, or obliges of, the Contractor or the subcontractor. Payments pursuant to this 8.1 shall reduce the Contract Price accordingly.
- 8.2 The Contractor will discharge all his lawful obligations and claims arising out of the execution of the Work at least as often as The District is required to discharge its obligations to the Contractor. The Contractor shall, at the same time, comply with all laws in force relating to payment periods, mandatory holdbacks and creation and enforcement of builder's and repairer's liens.

9.0 CO-OPERATION WITH OTHER CONTRACTORS

Where, in the opinion of The District, it is necessary that other contractors or workmen be sent onto the site of the Work, the Contractor shall, to the satisfaction of The District, allow them access to the Work and shall co-operate with them in the carrying out of their duties and obligations.

10.0 SUBCONTRACTORS

- 10.1 Neither the whole nor any part of the Work may be subcontracted by the Contractors without the written consent of The District.
- 10.2 The Contractor agrees to preserve and protect the rights of the parties under the Contract Document with respect to any Work to be performed under subcontract and shall require his subcontractors to perform their Work in accordance with the Contract Documents. The Contractor shall be as fully responsible to The District for subcontractor's acts or omission, or of persons directly or indirectly employed by them, to the same extent as the Contractor is responsible under the Contract Documents.
- 10.3 Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and The District.

11.0 ASSIGNMENT OF AGREEMENT

This Agreement, or any part thereof, shall not be assigned without the prior written consent of The District.

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12.0 DISPUTES AND CLAIMS

In the case of a dispute arising between The District and the Contractor as to their respective rights and obligations pursuant to the Contract Documents, either party shall, within **SEVEN (7)** days of the dispute arising, give written notice to the other party that the dispute exists, but the Work shall continue. For **FOURTEEN (14)** days thereafter, or under such conditions or for such further period of time as the parties may agree in writing, the parties shall attempt to resolve that dispute by negotiation. In the event the parties fail or resolve the dispute within the time limited or in the method agreed upon, the dispute shall be referred to a single arbitrator pursuant to the Arbitration Act, R.S.B.C. 1960 as amended. The costs of that arbitration shall be borne equally by the parties.

13.0 SIGNS AND PUBLICITY

Neither the Contractor, his subcontractors, nor anyone directly or indirectly employed by any of them shall post any site signs, nor release any publicity reports, photographs, sketches, plans or other information, orally or in writing, concerning the Work performed or to be performed, without the prior written approval of The District.

14.0 LAWS AND PERMITS

14.1 The Contractor will, within **ONE (1)** month from the effective date of the Contract Documents, pay to the appropriate District authorities an amount equal to all fees and charges which would be payable to the District authorities in respect of permits as if the Work were being constructed for a person other than The District.

14.2 The Contractor shall comply and ensure compliance with all laws and regulations relating to the Work, whether Federal, Provincial or District.

15.0 SITE INSPECTION

The District will have the right, at any time, and so often as The District deems necessary, to inspect the Work and conduct or cause to be conducted such tests as The District in its sole discretion deems advisable. Where the Contract Documents or laws in force at the site of the Work require special tests, approvals or inspections to be carried out by the appropriate authorities or other qualified persons, the Contractor shall provide The District with advance notice of the date and time of such tests, approvals or inspections. Upon failure by the Contractor to have conducted, approved or inspected any portion of the Work requiring the same, The District shall cause the appropriate test, approvals or inspections to be carried out and any uncovering or damage caused to the Work shall be rectified, repaired and replaced at the expense of the Contractor.

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In addition, The District may examine any part of the Work that is in question. The costs of that examination shall be for The District, including replacement, if the Work is in accordance with the Contract Documents, but if not, then the costs shall be for the Contractor.

16.0 SCHEDULING OF WORK

- 16.1 The District may require the Contractor to provide a detailed Schedule for the Work, to be submitted within **SEVEN (7)** days of the effective date of the Contract Documents, in a format satisfactory to The District.
- 16.2 Vehicle traffic flow must be maintained in accordance with the Oak Bay Public Works Operating Procedure attached. Evening and/or weekend work must be approved by the District.

17.0 PROTECTION OF WORK

The Contractor will guard or otherwise protect the Work and shall protect the Contract Documents, information, material, plant and real property related to the Work against loss or damage from any cause.

18.0 CERTIFICATES OF PERFORMANCE

- 18.1 The District shall, within **TEN (10)** days of receipt of an application from the Contractor for a Certificate of Substantial Performance, make an inspection and assessment of the Work to verify the validity of the application. The District shall, within **SEVEN (7)** days of its inspection, notify the Contractor of its approval or disapproval of the application. When The District finds the Work to be substantially performed and is in receipt of all as-built drawings, maintenance manuals, warranties and materials required by the Contract Documents, it shall issue such a certificate.
- 18.2 The District shall, within **TEN (10)** days of receipt of an application from the Contractor of a Certificate of Total Performance, make an inspection and assessment of the Work to verify the validity of the application. The District shall, within **SEVEN (7)** days of its inspection, notify the Contractor of its approval or disapproval of the application. When The District finds the Work to be totally performed, it shall issue a certificate of Total Performance and the date of this certificate shall be the date of Total Performance of the Contract.

19.0 WARRANTY AND RECTIFICATION OF DEFECTS

- 19.1 Without restricting any warranty or guarantee implied or stipulated by law, the Contractor will, at his own expense, rectify and make good any defect or fault, however caused, that appears in the Work within **TWELVE (12)** months from the date of the Certificate of Total Performance.

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- 19.2 The Contractor shall have complete control of the Work and shall effectively direct and supervise the Work, using his best skill and attention, and shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all parts of the Work under the Contract Documents.
- 19.3 The Contractor will carefully examine the Contract Documents and shall promptly report to The District any error, inconsistency or omission he may discover.

20.0 CONTRACTOR'S RESPONSIBILITIES AND CONTROL OF THE WORK

- 20.1 The Contractor shall have complete control of the Work and shall effectively direct and supervise the Work, using his best skill and attention, and shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all parts of the Work under the Contract Documents.
- 20.2 The Contractor will carefully examine the Contract Documents and shall promptly report to The District any error, inconsistency or omission he may discover.

21.0 SUPERINTENDENT

The Contractor shall employ a competent Superintendent and necessary assistants, **ONE (1)** of whom shall be in attendance at the site of the Work at all times while the Work is being performed.

22.0 USE OF PREMISES

The Contractor shall confine his equipment, the storage of products, materials and temporary structure to those limits defined by The District.

23.0 CHANGES IN CONDITIONS AND NEGLIGENCE OR DELAY

- 23.1 No extra payment will be made to the Contractor for any extra expense, loss or damage unless such extra expense, loss or damage is directly attributable to:
- 23.1.1 neglect or delay by The District occurring after the effective date of the Contract Documents in providing any information or doing any act which is expressly required by the Contract Documents; or

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23.1.2 suspension of the Work by The District.

If the Contractor has given The District written notice of his claim before the expiration of **SEVEN (7)** days from the encountering of soil conditions giving rise to the claim or from the day on which the neglect occurs or the delay commences, the Contract Price will be increased by an amount agreed upon by both parties.

24.0 CLEANUP AND FINAL CLEANING OF WORK

24.1 Promptly after the date of Substantial Performance the Contractor shall remove all his surplus products, tools, construction machinery and equipment not required for the performance of the remaining Work, unless otherwise directed by The District. The Contractor shall also remove any waste products and debris and leave the site of the Work in a clean and suitable condition.

24.2 Promptly after the date of Total Performance of the Work, the Contractor shall leave the site of the Work in a clean and tidy condition.

25.0 RECORDS TO BE KEPT BY CONTRACTOR

The Contractor shall, for a period of **TWO (2)** years from the date of the completion of the contract, maintain and keep full records, vouchers, other writings and information in respect of his estimates and actual cost of the Work, and shall make them available for copy, audit or inspection by The District or its authorized representatives.

26.0 INSURANCE AND WORKSAFEBC COVERAGE

26.1 The Contractor shall provide evidence of WorksafeBC coverage and the following insurances, to be placed with a company and, in a form as may be acceptable to The District. The insurances and WorksafeBC coverage shall remain in force until the date of the completion of the contract, unless otherwise stipulated and shall provide for **THIRTY (30)** days prior notice of cancellation, lapse or material change.

26.1.1 Comprehensive General Liability Insurance protecting The District, the Contractor and their respective servants, agents or employees against damages arising from personal injury (including death) and claims for property damage which may arise out of the operations of the Contractor, its subcontractors and their respective servants, agents or employees under this Agreement. This insurance shall be primary, include The District as a named insured and contain a waiver of subrogation against The District.

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This insurance shall be for an amount of not less than **THREE MILLION DOLLARS** (\$3,000,000.00) inclusive per occurrence and shall include a standard form of cross liability clause. Complete operation coverage shall be maintained for at least **TWELVE** (12) months after the date of the Certificate of Total Performance.

- 26.1.2 Automobile Liability Insurance on all licenced vehicles owned by or leased to the Contractor, protecting against damages arising from bodily injury (including death) and from claims for property damage arising from the operations of the Contractor, its servants, agents or employees. This insurance shall be for an amount of **THREE MILLION DOLLARS** (\$3,000,000.00) inclusive per accident.
- 26.1.3 Contractor's Equipment Insurance covering all equipment owned or rented by the Contractor and its servants, agents or employees against all risks of loss or damage with coverage sufficient to allow for immediate replacement and shall contain a waiver of subrogation against The District.
- 26.1.4 All-Risks Insurance covering all property of every description to be used in the construction of the Work. This insurance shall be primary, include The District as a named insured, and contain a waiver of subrogation against The District.
- 26.1.5 WorksafeBC registration number and up-to-date assessment notices. Evidence of these insurances shall be lodged with The District prior to the commencement of any Work.
- 26.2 The Contractor shall ensure that all subcontractors employed by him carry insurance in the form and limits specified in 26.1.
- 26.3 The liability of the Contractor under the Contract Documents shall not be affected by the provisions of this section.

27.0 INDEMNITY

- 27.1 Notwithstanding any insurance that may be provided by The District, the Contractor agrees to indemnify The District from all liability resulting from the operations of the Contractor or any subcontractors, or their respective servants, agents or employees under this Agreement, excepting liability arising out of the negligent act of The District.
- 27.2 At the District's option, the Contractor shall at his own expense, promptly assume the defence of any claim, suit or other proceeding arising out of 27.1 above, and promptly pay any and all costs that may be incurred by or against The District. The District may, as a condition precedent to any payment hereunder, require the Contractor to submit waivers or releases to resolve any and all claims of any person, firm or District.

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- 27.3 If any encumbrance be placed upon or obtained against the property comprising the site of the Work, or as a result of any such suit or proceeding, the Contractor, shall forthwith cause the same to be discharged. In the event that the Contractor fails to remove the said encumbrance(s), then The District may pay whatever monies are necessary to fully discharge these encumbrance(s) and all its costs in that regard may be deducted from monies otherwise payable to the Contractor.

28.0 APPLICATION FOR PAYMENT

- 28.1 The District will pay, and the Contractor will accept, as full payment and consideration for the Work performed and executed, an amount by which the Contract Price, together with the aggregate of the amounts payable by The District, pursuant to 15.0 - Site Inspection exceeds the aggregate of any payments by The District pursuant to 8.0 - Claims Against and Obligations of the Contractor or Subcontractor, plus any other amounts payable to, or costs and damages incurred by The District pursuant to the Contract Documents.
- 28.2 When the Contract Payment is less than **SIXTY** (60) days only, **ONE** (1) application for payment may be made at the time of substantial Performance.
- 28.3 When the Contract Time is more than **SIXTY** (60) days, applications for payment may be made once in each month from the effective date of the Contract Documents.

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SUPPLEMENTARY GENERAL CONDITIONS

The following Supplements modify, change, delete or add to the General Conditions. Where any part of the General Conditions is modified or voided by these articles, the unaltered provision of that part shall remain in effect.

1.0 MEASUREMENT AND PAYMENT - GENERAL

- 1.1 Payment shall be made at the unit price bid for each item. The payment shall be full compensation for supplying, mixing, hauling and placing all materials, rolling and for all labour and use of tools and equipment and incidentals necessary to complete the work in accordance with these specifications. This payment also includes all associated traffic control.
- 1.2 In all cases where the Schedule of Quantities stipulates weight measurement, the contractor shall provide and maintain an approved scale or scales at the location to be designated by the Engineer. The scale or scales shall be of sufficient capacity to weigh any single loaded truck. The contractor shall supply, at his own expense, a qualified person to carry out the necessary weighing. The scale or scales provided by the contractor shall be tested by a representative of the Federal Government Weights and Measures Division at the contractor's expense. Certificates issued by the Weights and Measures Division certifying to the correctness of the scale shall be exhibited to the Engineer as often as the Engineer may direct.

2.0 NO MATERIALS WILL BE PAID FOR UNTIL THE FOLLOWING CONDITIONS HAVE BEEN OBSERVED

The Engineer may direct the contractor to measure the mass of any other materials which may be incorporated into this contract but which are not individually mentioned in the foregoing specifications. The contractor will only be paid for material that has been receipted for by the Engineer or his representative as having been received at the point of delivery designated by the Engineer. Load certificate forms will be used as delivery receipts and will be initialled at the delivery point by persons designated by the Engineer.

3.0 SCHEDULING OF WORK

Vehicle traffic flow must be maintained in during hours of work. Evening and/or weekend work will be considered and must be approved by the District.

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4.0 TRAFFIC CONTROL

All Traffic Control will be arranged by the contractor in accordance with the Ministry of Transportation & Highways Traffic Control Manual for Working on Roadways “current edition”.

5.0 PLANT LOCATION

Tenderers are requested to state the location of their asphalt plant on the Form of Tender.

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GENERAL SPECIFICATIONS

- 1.0** The milling will be conducted to a minimum depth of 50 mm or 100 mm below the existing asphalt surface at the locations specified.
- 2.0** Asphalt cement for the Hot Mix must be in accordance to current MMCD specifications (MMCD requirements for a collector road: Lower Course #1 Upper Course # 1, sealed joints).
- 3.0** Resurfacing of existing H.M.A.C. bases will include: placing a level course where necessary; milling through existing intersections (where present) to provide a lap joint; milling adjacent existing curb and gutter (where present) to accommodate overlay and yield the new H.M.A.C. 5 to 10 mm above the existing gutter; a thorough power sweeping of the existing roadway and any milled areas; application of prime at joints and machine placing a H.M.A.C. compacted to specified depth. Or method of application must be approved by the Superintendent of Public Works or his representative prior to the placement of asphalt paving.
- 4.0** All milled areas shall be repaved prior to the completion of the work day. Any asphalt milling will be disposed offsite.
- 5.0** Hours of work must be between 7:00 a.m. to 7:00 p.m. during the weekdays. Evening and weekend work must be approved by the District.