

INSTRUCTIONS TO TENDERERS

BEAVER COUNTY 2020 Graded Aggregate Seal Coat

Tender No. TEN2020-06PW

Issued: March 9, 2020

Submission Deadline: March 23, 2020 at 10:00:00 am local time

INSTRUCTIONS TO TENDERERS

1. BACKGROUND

- 1.1 Beaver County is seeking a tender for (the “Work”) as follows:
 - 1.1.1 The provision of Graded Aggregate Seal Coat that generally involves, but is not necessarily limited to, approximately 9.9 kilometres upon stabilized gravel roads as set out in more detail in Schedule “A” attached hereto.
- 1.2 The County will, after applying the Evaluation Criteria set out in Article 17.2, be entitled to select the Tender(s) that the County determines, in its sole unfettered discretion, to have been awarded the highest score based on the Evaluation Criteria.
- 1.3 Beaver County will receive sealed tenders until 10:00:00 a.m. local time on March 23, 2020 (“Tender Closing”). Faxed and Emailed tenders will not be accepted and will be returned to the Tenderer.

2. SUBMISSION OF TENDERS

- 2.1 Each Tender shall be addressed to Beaver County in a **CLEARLY MARKED SEALED ENVELOPE** with the Tenderer’s name, address and tender number. The sealed envelope containing the Tender shall be delivered before the Tender Closing to Beaver County in accordance with the Invitation to Tender and the Instructions to Tenderers at:

Beaver County
Box 140
5120-50 Street
Ryley, Alberta T0B 4A0
Attention: Dan Blackie, Superintendent of Transportation

- 2.2 In the event of a dispute or issue about whether or not a tender complies with the Instructions to Tenderers, Beaver County reserves the right to retain and open a copy of the tender in question in order to seek and obtain a legal opinion in relation thereto. The opening of a tender does not in any way constitute an admission by Beaver County as to the compliance, or not, of the subject tender.

3. TENDER FORM

- 3.1 Each Tenderer shall submit a complete tender on the Tender Form which forms part of the Tender Documents with the blank spaces filled in. The tender sum must be written in words as well as figures, and must be for a sum in Canadian Dollars including all tariffs, freight, duties and taxes other than the Goods and Services Tax which must be shown as a separate amount unless otherwise specifically stipulated (hereinafter referred to as the “Tender Sum”). In the event of a discrepancy between an amount written in words and an amount written in figures, the amount written in words shall be deemed the intended amount. Tenders shall be written in English.
- 3.2 Notwithstanding the foregoing, Beaver County shall be entitled to accept a Tender in such form as Beaver County in its sole and unfettered discretion deems acceptable irrespective of irregularities whether of a trivial or substantial nature, or whether the Tender is noncompliant in a trivial or substantial manner.

- 3.3** Beaver County shall not be obligated to accept Tenders that are unsigned, incomplete, conditional, illegible, unbalanced, obscure, contain irregularities of any kind, or contain mathematical or calculation errors of any kind. On Unit Price Tenders, if there is a discrepancy found between the unit price and the extended amount, the unit price shall be deemed to represent the intention of the Tenderer. Discrepancies between words and figures will be resolved in favour of the words. Discrepancies between the indicated sum of any figures and the correct sum thereof will be resolved in favour of the correct sum. Any discrepancies between the Tender Form and a post Tender Closing submission required by the Tender Documents will be resolved in favour of the post Tender Closing submission.
- 3.4** Tenders shall not be withdrawn, modified or clarified after being delivered in accordance with the Tender Documents unless such withdrawal, modification or clarification is made in writing and actually received by the Chief Administrative Officer (or designate) of Beaver County prior to the Tender Closing. Any withdrawal, modification or clarification of the Tender must be followed by a letter of confirmation signed and sealed in the same manner as the Tender and delivered to the address for Beaver County in the Invitation to Tender within 48 hours of the Notice of the Withdrawal, Modification or Clarification.

4. THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 4.1** All documents submitted to Beaver County will be subject to the protection and disclosure provisions of Alberta's Freedom of Information and Protection of Privacy Act ("FOIP"). FOIP allows persons a right of access to records in Beaver County's custody or control. It also prohibits Beaver County from disclosing the Tenderer's personal or business information where disclosure would be harmful to the Tenderer's business interests or would be an unreasonable invasion of personal privacy as defined in sections 16 and 17 of FOIP. Tenderers are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure. However, Beaver County cannot assure Tenderers that any portion of the Tenderer's documents can be kept confidential under FOIP.

5. TENDER DOCUMENTS

- 5.1** The documents for the Tender are:
- 5.1.1** Invitation to Tender
 - 5.1.2** Instructions to Tenderers
 - 5.1.3** Tender Form
 - 5.1.4** Construction Contractor Agreement attached hereto as Schedule "B" (hereinafter collectively referred to as the "Tender Documents")
- 5.2** By submitting its Tender, the Tenderer acknowledges and agrees that it has received and reviewed the Tender Documents.

6. VARIATION IN TENDER DOCUMENTS AND NO IMPLIED OBLIGATIONS

- 6.1** The Tenderer shall carefully examine the Tender Documents. Any errors, omissions, discrepancies or clauses requiring clarification shall be reported in writing to Beaver County at least 10 calendar days prior to the Tender Closing. Where necessary Beaver County shall respond to reported errors, omissions, discrepancies or clauses requiring clarification by way of Addenda.

- 6.2** Should a Tenderer fail to report any such errors, omissions, discrepancies or clauses requiring clarification at least 10 calendar days prior to the Tender Closing, Beaver County shall be the sole judge as to the intent of the Tender Documents.
- 6.3** No implied obligation of any kind by or on behalf of Beaver County shall arise from anything in the Tender Documents, and the express covenants and agreements contained in the Tender Documents and made by Beaver County, are and shall be the only covenants and agreements that apply.
- 6.4** Without limiting the generality of Article 6.3, the Tender Documents supersede all communications, negotiations, agreements, representations and warranties either written or oral relating to the subject matter of the Tender made prior to the Tender Closing, and no changes shall be made to the Tender Documents except by written Addenda.

7. ADDENDA

- 7.1** Any changes to the Tender shall be in writing in the form of Addenda. Any Addenda issued to the Tender shall form part of the Tender Documents, whether or not the receipt of same has been acknowledged by a Tenderer, and the cost for doing the work therein shall be included in the Tender Sum. Verbal representations shall not be binding on Beaver County nor form part of the Tender Documents. Technical inquiries into the meaning or intent of the Tender Documents must be submitted in writing to the person identified in Article 2.1 of the Instructions to Tenderers.

8. TENDER

- 8.1** Tenderers submitting Tenders shall be actively engaged in the line of work required by the Tender Documents and shall be able to refer to work of a similar nature performed by them. They shall be fully conversant with the general technical phraseology in the English language of the lines of work covered by the Tender Documents.
- 8.2** Each Tenderer shall review the Tender Documents provided by Beaver County and confirm that it is in possession of a full set of Tender Documents when preparing its Tender.
- 8.3** Tenders shall be properly executed in full compliance with the following requirements:
 - 8.3.1** The signatures of persons executing the Tender must be in their respective handwriting; and
 - 8.3.2** If the Tender is made by a limited company, the full name of the company shall be accurately printed immediately above the signatures of its duly authorized officers and the corporate seal shall be affixed;
 - 8.3.3** If the Tender is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the Tender shall be signed by a partner or partners who have authority to sign for the partnership;
 - 8.3.4** If the Tender is made by an individual carrying on business under the name other than its own, its business name together with its name shall be printed immediately above its signature or

- 8.3.5** If the Tender is made by a sole proprietor who carries on business in its own name, the proprietor shall print its name immediately below its signature.
- 8.3.6** If the Tender is in the name of a joint venture, then all parties to the joint venture must execute the Tender in compliance with Article 8.3.2. herein before.
- 8.3.7** Tenders received from agents representing principals must be accompanied by a Power of Attorney signed by the said principals showing that the agents are duly authorized to sign and submit the Tender and have full power to execute the Agreement on behalf of their principals. The execution of the Agreement will bind the principals and have the same effect as if it were duly signed by the principals.

9. TENDER DEPOSIT

- 9.1** The Tenderer is required to submit with its Tender, a Consent of Surety and a Bid Bond in a form acceptable to Beaver County, or in lieu of a Bid Bond, a Tenderer may submit, along with a Consent of Surety, a certified cheque or an irrevocable letter of credit in favour of Beaver County in the amount of Ten Thousand Dollars (\$10,000.00) as a guarantee that, if awarded the Agreement for the Work, the Tenderer will execute an Agreement and submit the Performance Bond and the Labour and Material Payment Bond referred to in Article 10 within the specified time frames.
- 9.2** The Bid Bonds, certified cheques or irrevocable letters of credit of the unsuccessful Tenderers shall be returned as soon as possible after the Agreement has been duly executed by the Successful Tenderer.
- 9.3** Beaver County will not pay any interest on money furnished as security.
- 9.4** The Bid Bond and Consent of Surety shall be issued by a Surety Company licensed in the Province of Alberta and satisfactory to Beaver County.

10. PERFORMANCE AND LABOUR AND MATERIAL PAYMENT BONDS

- 10.1** The Successful Tenderer shall be required to furnish at its own expense a Performance Bond and Labour and Materials Payment Bond. For the purposes of this Article, both of these bonds shall be referred to as the "Bonds".
- 10.2** The Performance Bond shall guarantee the faithful performance of the Agreement, and in default thereof, shall protect Beaver County against any losses or damage arising by reason of failure of the Successful Tenderer to faithfully perform the Agreement.
- 10.3** Each of the Bonds (Performance Bond and Labour and Materials Bond) are to be issued by a Surety Company licensed in the Province of Alberta and satisfactory to Beaver County and each in the amount of 50% of the Contract Price.
- 10.4** The Performance Bond shall remain in force as a Maintenance Bond for the Warranty Period as defined in the Agreement.
- 10.5** The Bonds shall be in the form set out in the Tender Documents or in such other form as may be acceptable to Beaver County.

- 10.6 Beaver County may consider alternate forms of security in lieu of the Bonds. The Tenderer shall make known any alternative form of security it wishes Beaver County to consider and obtain Beaver County's approval prior to submitting a Tender.
- 10.7 The Successful Tenderer shall provide all required Bonds to Beaver County no later than 10 working days after receipt of the Letter of Intent from Beaver County provided in accordance with Article 16.
- 10.8 The Successful Tenderer shall supply all required Bonds before any Work is undertaken by the Successful Tenderer.
- 10.9 No payment shall be made by Beaver County to the Successful Tenderer for any of the Work performed by the Successful Tenderer until the required Bonds have been provided.

11. INSURANCE

- 11.1 The Tender shall be accompanied by a Certificate of Insurance, certifying that the insurance as required by the Agreement, is in place or, if the required insurance is not in place, by a Letter of Insurability or Undertaking of Insurance in standard form from the Tenderer's Insurance Broker certifying that the required insurance will be issued to the Tenderer if the Tenderer is the Successful Tenderer.
- 11.2 The Successful Tenderer shall be required to secure and maintain at its own expense the insurance provided for in the Agreement.
Required coverage as follows:
 - 11.2.1 standard automobile insurance policy providing third party liability coverage for bodily injury and property damage insurance for limits of at least **FIVE MILLION (\$5,000,000.00) DOLLARS** inclusive and in respect of any one claim for the injury to or death of one or more persons or damage to or destruction of property;
 - 11.2.2 a commercial general liability insurance policy providing coverage of at least **FIVE MILLION (\$5,000,000.00) DOLLARS** inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include;
 - a. non-owned automobiles;
 - b. independent subcontractors;
 - c. contractual liability including this Agreement;
 - d. broad form property damage endorsement; and
 - e. products and completed operations coverage.
 - 11.2.3 Beaver County be added to the successful Tenderers Comprehensive General Liability as an additional insured with 30 days' notice of cancellation.
- 11.3 The Successful Tenderer shall provide all required insurance to Beaver County no later than 10 working days after receipt of a Letter of Intent from Beaver County provided in accordance with Article 16.
- 11.4 No payment shall be made by Beaver County to the Successful Tenderer for any of the Work performed by the Successful Tenderer until proof of the placing of the insurance required by the Agreement has been provided to Beaver County.

12. COMMENCEMENT AND COMPLETION OF WORK

- 12.1** The Successful Tenderer shall commence the Work within 10 working days after signing the Agreement with Beaver County, or as otherwise agreed to by the County. The time period for the performance of the Work will be as set out in the Agreement.

13. SITE CONDITIONS

- 13.1** The Tenderer is responsible for inspecting the site(s) of the Work and for making whatever inquiries or arrangements necessary for it to become fully informed of the nature of the site(s) of the Work, including the soil structure and topography of the site(s), and of the Work to be performed and all matters which may in any way affect the Work. Without limiting the foregoing, by the submission of its Tender, the Tenderer acknowledges that it has investigated and satisfied itself as to:

13.1.1 The nature of the Work;

13.1.2 The location and all conditions relating to the location of the Work including, but not limited to, accessibility, general character, surface and sub-surface conditions, soil structure, utilities, road, uncertainties of seasonal weather and all other physical, topographical, geological and geographic conditions;

13.1.3 The general character, conditions, laws and restrictions applicable to the Work that might affect the performance of the Work;

13.1.4 All environmental risks, conditions, laws and restrictions applicable to the Work that might affect the Work; and

13.1.5 The magnitude of the work required to execute and complete the Work.

- 13.2** The Tenderer is fully responsible for obtaining all information required for the preparation of its Tender and for the execution of the Work. Beaver County is not responsible for undertaking any investigations to assist the Tenderer. Any information, plans, drawings, shop drawings or existing equipment or facilities, photos of the original construction, reports or other documents which are not included or referred to in the Tender Documents (the "Non-Tender Information"), form no part of this Tender. Beaver County and Beaver County's Consultants assume no responsibility of any kind whatsoever arising from or relating to its failure to include or refer to such Non-Tender Information. Tenderers who obtain or rely upon such Non-Tender Information or other documents, do so entirely at their own risk.

- 13.3** The Tenderer's obligation to become familiar with the information described in Article 13.1 is not lessened or discharged by reason of any technical reports, including soils reports or data, test hole drilling reports or other soils information, made available or supplied in conjunction with the tendering process. Any technical reports so provided are for information only and neither Beaver County nor Beaver County's Consultants accept or assume any responsibility for the contents or accuracy of such technical reports and the Tenderer agrees that Beaver County, Beaver County's Consultants and their representatives shall not be liable in any way to the Tenderer in respect of such technical reports. The Tenderer further agrees that it shall not rely upon any oral information provided to it by Beaver County, Beaver County's Consultants or their representatives.

14. PRIME COST AND CONTINGENCY SUMS

- 14.1** The Tenderer shall include in its Tender Sum any prime cost sums or contingency sums. The Goods and Services Tax shall be shown as a separate amount.

15. PERMITS AND INSPECTIONS

- 15.1** The Tenderer shall include in its Tender Sum the cost of permits and inspections required by any governmental or other authority having jurisdiction or as required to fully perform the Work in accordance with the Agreement.

16. SUCCESSFUL TENDERER

- 16.1** Award of Agreement by Beaver County occurs once the Tenderer receives a Letter of Intent duly executed by the Chief Administrative Officer (or designate) of Beaver County after he has been duly and legally authorized by Beaver County to send such Letter of Intent.
- 16.2** Following the receipt of the Letter of Intent, the Successful Tenderer shall provide the Performance Bond and Labour and Material Payment Bond within the time required in Article 10.7. The Successful Tenderer shall also provide a Certificate of Insurance unless previously provided.
 - 16.2.1** Upon the Successful Tenderer complying with the requirements of both Articles 16.2 and 16.4, the certified cheque or Bid Bond or irrevocable letter of credit, as the case may be, shall be returned to the Successful Tenderer.
 - 16.2.2** If the Successful Tenderer fails to comply with either or both of the requirements of Articles 16.2 and 16.4, the certified cheque or Bid Bond or irrevocable letter of credit, as the case may be, shall be forfeited to Beaver County as compensation for damages Beaver County may suffer.
- 16.3** The forfeiture of a Successful Tenderer's certified cheque or Bid Bond or irrevocable letter of credit shall not be construed as a waiver of any rights or remedies which Beaver County may have against such Tenderer for loss or damages incurred or suffered in excess of the amount of such certified cheque or Bid Bond or irrevocable letter of credit.
- 16.4** Within 10 working days of receipt of the Agreement from Beaver County, the Successful Tenderer shall duly execute the Agreement and return the Agreement to Beaver County.
- 16.5** No work shall be performed until the Agreement has been executed by both parties thereto, and the liability insurance as required by the Agreement has been accepted and filed with Beaver County.

17. TENDER EVALUATION CRITERIA

- 17.1** Each Tender will be evaluated on the basis of the criteria listed below and Beaver County will have the sole and unfettered discretion to award up to the maximum number of points for each criteria as listed below. By submitting a Tender, the Tenderer acknowledges and agrees that Beaver County has, and it is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.
- 17.2** By submitting its Tender, each Tenderer acknowledges and agrees that it waives any right to contest in any legal proceedings, the decision of Beaver County to award

points in respect of the criteria noted below. The criteria and the maximum number of points for each criteria are as follows:

1. Price	20 points
2. Safety Record/C.O.R.	20 points
3. Compliance with Specifications	20 points
4. Reference Checks/Prior Experience	20 points
5. Equipment Specification and Age	<u>20 points</u>
Total Points	100 points

18. WORKERS' COMPENSATION

- 18.1** Each Tenderer is to submit with its Tender, a letter of account from the Workers' Compensation Board – Alberta. This letter is to be current and dated no longer than 14 calendar days prior to the Tender Closing.
- 18.2** The Tenderers who do not have an account with the Workers' Compensation Board- Alberta shall provide with their Tender evidence of a subcontractor or other company that will carry such coverage on their behalf
- 18.3** If the Tenderer is performing work in any exempt industry within the meaning of the Workers Compensation Board Act (the "WCB Act") and does not carry coverage, the Tenderer acknowledges that:
- 18.3.1** Beaver County is subject to a deeming order under s. 14(2) of the WCB Act (the "Deeming Order"); and
- 18.3.2** The Deeming Order states that all of the Tenderer's employees, directors, proprietors, partners or employees are deemed to be Beaver County employees for the purposes of the WCB Act while performing work for Beaver County; and
- 18.3.3** The effect of the Deeming Order is that the Tenderer's employees, directors, proprietors and partners who are injured while performing work for Beaver County under the Agreement, have no right to sue anyone and are limited to a claim under the WCB Act.
- 18.4** The Tenderer shall communicate the existence and effect of the Deeming Order to all of its employees, directors, proprietors, partners or employees.
- 18.5** Beaver County will reject any Tender which fails to comply with the provisions set out in Article 18.

19. REGISTRATION

- 19.1** Prior to commencing the Work, the Successful Tenderer shall obtain all authorizations required by the laws of the Province of Alberta and of the Country of Canada enabling it to carry on business to complete the Work required under the Agreement. Failure to be properly authorized shall entitle Beaver County to forthwith terminate the Agreement without compensation.

20. TENDERS EXCEEDING BUDGET

- 20.1** In addition to the rights contained within Article 20 herein, if the Tender Sum of every Tenderer exceeds the amount Beaver County has budgeted for the Work, Beaver

County may reject all Tenders or attempt to negotiate a lower price with the Tenderer who, in the sole and unfettered discretion of Beaver County, has submitted the most advantageous Tender.

- 20.2** Each Tenderer acknowledges and agrees that Beaver County has the sole and unfettered discretion to employ any criteria in order to determine the Tender most advantageous to Beaver County, that Beaver County has no obligation to disclose such criteria nor employ the criteria listed outlined in Article 17 Tender Evaluation Criteria.
- 20.3** By submitting its Tender, each Tenderer waives its right to contest in any action, application, case or legal proceeding in any court, the decision which Beaver County may pursue under Article 20.1 and 20.2 herein.
- 20.4** If the Tender Sum of every Tenderer exceeds the amount budgeted for the Work and Beaver County negotiates with the Tenderer who has submitted the Tender considered most advantageous to Beaver County:
 - 20.4.1** All statements made by either side in the course of negotiation are without prejudice and confidential;
 - 20.4.2** In particular, Beaver County's attempt to negotiate with such Tenderer does not constitute a rejection of its Tender; and
 - 20.4.3** Beaver County will not attempt to obtain a lower price for the same work that the Tenderer originally bid on, but may attempt to obtain a lower price for an altered scope of work. In no event will Beaver County be obliged to disclose the amount budgeted for the Work.

21. CERTIFICATE OF RECOGNITION ("C.O.R.") SAFETY PROGRAM REQUIREMENT

- 21.1** Unless otherwise stated, Tenders will only be considered when the Tenderer, prior to Tender Closing, has either full certification in the Alberta Labour approved Certificate of Recognition ("C.O.R.") Program appropriate to their industry or a temporary letter of certification issued by the Alberta Construction Safety Association or other appropriate industry association.
- 21.2** Certification shall be evident by inclusion of the Tenderers name on the Alberta Construction Safety Association ("A.C.S.A.") C.O.R. certification list current at the Tender Closing, or submission of a copy of the Alberta Labour Certificate of Recognition or a temporary letter of certification with the Tender.
- 21.3** Beaver County will assume no liability for the non-inclusion of any Tenderer on the A.C.S.A. C.O.R. certification lists for any reason whatsoever.
- 21.4** Beaver County reserves the right to terminate the Agreement during the course of which the Contractor is decertified from the C.O.R. program or has their temporary letter of certification expire.
- 21.5** Beaver County will reject any Tender which fails to comply with the provisions set out in Article 21.

22. AGREEMENT ON INTERNAL TRADE AND TRADE, INVESTMENT AND LABOUR MOBILITY AGREEMENT

22.1 The provisions of the Canadian Free Trade Agreement, Chapter 5 (“CFTA”) and the New West Partnership Trade Agreement (“NWPTA”) apply to this Tender.

23. ACCEPTANCE OR REJECTION OF TENDERS

23.1 As it is the purpose of Beaver County to obtain the Tender most suitable and most advantageous to the interests of Beaver County, notwithstanding anything else contained within the Tender Documents, Beaver County reserves the right, in its sole and unfettered discretion, to reject or accept any Tender, including the right to reject all Tenders. Without limiting the generality of the foregoing, any Tender which:

23.1.1 is incomplete, obscure, irregular or unrealistic;

23.1.2 is non-compliant in a trivial/immaterial or substantial/material manner, or conditional;

23.1.3 has erasures or corrections;

23.1.4 omits a price on any one or more items in the Tender;

23.1.5 fails to complete the information required in the Tender;

23.1.6 is accompanied by an insufficient certified cheque, irrevocable letter of credit or by a Bid Bond in an unsatisfactory form, may at Beaver County’s sole and unfettered discretion be rejected or accepted;

23.1.7 further, a Tender may be rejected or accepted on the basis of Beaver County’s unfettered assessment of its best interest, which includes Beaver County’s unfettered assessment as to a Tenderer’s past work performance for Beaver County or for anyone else or as to a Tenderer’s financial capabilities, completion schedule, or ability to perform the Work, or Beaver County’s desire to reduce the number of different contractors on the location of the Work at any given time. Beaver County reserves the right to negotiate after Tender Closing time with the Tenderer that Beaver County deems has provided the most advantageous Tender; in no event will Beaver County be required to offer any modified terms to any other Tenderer prior to entering into a Agreement with the successful Tenderer and Beaver County shall incur no liability to any other Tenderers as a result of such negotiation or modification.

24. LAW AND FORUM OF TENDER

24.1 The law to be applied in respect of the Tender Documents and the Agreement shall be the law of the Province of Alberta and all civil actions commenced in relation to the Tender Documents or Agreement shall be adjudicated by the Courts of the Province of Alberta and by submitting Tenders, Tenderers are taken to have agreed to attorn to the jurisdiction of the Courts of the said Province.

25. ACCEPTANCE PERIOD

- 25.1** The Tender shall be irrevocable and open for acceptance by Beaver County for the period of time contained in the Invitation to Tender, namely, ninety (90) days following the end of the day of the Tender Closing.

26. INDEMNIFICATION

- 26.1** The Supplier shall indemnify and hold the County harmless with respect to all withholding and all other taxes or amounts of any kind relating to employment of any of the persons providing services to the County with respect to this Agreement.

The Supplier shall indemnify and save harmless the County, its elected representatives and employees and agents from all claims, costs, losses, expenses, actions, and suits caused by or arising out of direct or indirect performance of this Agreement or by reason of any matter or thing being done, permitted or omitted to be done, by the Supplier, its subcontractors, agents or employees and whether occasioned by negligence. The County shall not be liable or responsible in any way for any personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Supplier, or by any employee, agent or servant of the Supplier in the performance of this Agreement. Such indemnification shall survive this Contract.

Schedule A: Specifications

1. THE WORK

- 1.1. A standard Construction Contractor Agreement is attached as Schedule “B” to these Instructions to Tenderers. The final contract shall include, but not be limited to the following:

(hereinafter collectively the “Work”)

Approximate Quantities:

- 1 - BRUCE 1ST AVE BETWEEN QUEEN ST & MAIN ST (0.166 KM)
166M X 11M = 1,826 SQUARE METERS
Graded Aggregate DOUBLE Seal Coat (Des. 3 Class 12.5C) 1,826 m²
- 2 - BRUCE QUEEN ST BETWEEN 2ND AVE & 1ST AVE (0.113 KM)
113M X 8M = 904 SQUARE METERS
Graded Aggregate DOUBLE Seal Coat (Des. 3 Class 12.5C) 900 m²
- 3 - BRUCE 2ND AVE BETWEEN HWY 857 & MAIN ST (0.88 KM)
880M X 8M = 7,040 SQUARE METERS
Graded Aggregate DOUBLE Seal Coat (Des. 3 Class 12.5C) 7,040 m²
- 4 - RGE RD 145 BETWEEN HWY 14 & TWP RD 484 (0.43 KM)
430M X 7M = 3,010 SQUARE METERS
Graded Aggregate DOUBLE Seal Coat (Des. 3 Class 12.5C) 3,010 m²
- 5 - RGE RD 182 BETWEEN TWP RD 494 & TO THE BRIDGE, 3 MILES (4.98 KM)
4980M X 8M = 39,840 SQUARE METERS
Graded Aggregate DOUBLE Seal Coat (Des. 3 Class 12.5C) 39,840 m²
- 6 - TWP RD 514 BETWEEN RGE RD 193 & RGE 195, 2 MILES (3.33 KM)
3330M X 8M = 26,640 SQUARE METERS
Graded Aggregate DOUBLE Seal Coat (Des. 3 Class 12.5C) 26,640 m²

The following Specifications form part of the Construction Contractor Agreement for the performance of the Work, and apply to, and modify to the extent necessary, the General Specifications for Contract are published by Alberta Transportation in a book entitled, “Standard Specifications for Highway Construction”, Edition 16, 2019 (Grade Aggregate Seal Coat) which are incorporated into the Construction Contractor Agreement by reference.

2. CHANGES TO DEFINITIONS

- 2.1. The following changes in definitions have been made:

DEPARTMENT

The word “Department” shall mean the Public Works Department for Beaver County.

ENGINEER

The word “Engineer” shall mean the person holding the position or acting in the capacity of Superintendent of Transportation of Beaver County or his duly appointed representative.

COUNTY

The word “County” shall mean Beaver County.

3. PROJECT SCHEDULING AND COMPLETION

- 3.1. The Contractor shall schedule his operations to complete prime coat applications at one week intervals, in coordination with the cement base stabilization performed by the County on each project.
- 3.2. The Contractor shall schedule their operations to complete all seal coat construction by July 6, 2020. Clean-up and other incidentals shall be completed by July 17, 2020 weather permitting.

4. ADDENDUMS

4.1. To be acceptable:

- 4.1.1. When an addendum is issued by the County, the covering letter containing instruction regarding the addendum shall be attached to the tender form. The individual items included in the addendum shall be inserted in accordance with the covering letter. Addenda, when issued, form part of the Contract documents.

5. SUPPLY OF ASPHALT BY CONTRACTOR

- 5.1. This Contract requires the Contractor to supply and pay for all asphalt products required for the Work of this project. In addition to the requirements in Specification 5.7, "Supply of Asphalt", the following shall apply:

- 5.1.1. The asphalt binder used for graded aggregate seal coat shall be high float type emulsion (HF-150S). Any substitution must be approved by the County.
- 5.1.2. When requested by the Engineer, the Contractor shall arrange for any or all of his asphalt suppliers to submit samples of their asphalt product to the County's Engineer for testing.
- 5.1.3. Testing on asphalt will be performed by the Engineer and all asphalt shall meet the requirements in Specification 5.7, "Supply of Asphalt by Contractor".
- 5.1.4. Asphalt supplied and incorporated into the work, where the work meets specifications, will be paid for at the applicable unit price bid.
- 5.1.5. The Engineer reserves the right to reject any truckload or to discontinue the use of or not pay for any asphalt product that does not meet all specification requirements, or fails to handle or perform to expectation or satisfaction regardless of its compliance with these specifications.

6. SUPPLY OF AGGREGATE (BY CONTRACTOR)

- 6.1. This Contract requires the Contractor to supply and pay for all aggregate products required for the Work of this project. In addition to the requirements in Specification 3.2, "Aggregate Production and Stockpiling", the following shall apply:

- 6.1.1. The aggregate used for graded aggregate seal coat shall be Designation 3 Class 12.5C. Any substitution must be approved by the County.
- 6.1.2. When requested by the Engineer, the Contractor shall arrange for any or all of his aggregate suppliers to submit samples of their aggregate product to the County's Engineer for testing.
- 6.1.3. Testing on aggregate will be performed by the Engineer and all aggregate shall meet the requirements in Specification 3.2, "Aggregate Production and Stockpiling".
- 6.1.4. Aggregate supplied and incorporated into the work, where the work meets specifications, will be paid for at the applicable unit price bid.
- 6.1.5. The Engineer reserves the right to reject any truckload or to discontinue the use of or not pay for any aggregate product that does not meet all specification requirements, or fails to

handle or perform to expectation or satisfaction regardless of its compliance with these specifications.

7. HAULING OF AGGREGATE (BY CONTRACTOR)

7.1. This Contract requires the Contractor to supply and pay for all equipment necessary to load and haul Contractor supplied Designation 3 Class 12.5C aggregate.

7.2. Minimum truck haul rates and truck ownership restrictions are not applicable. All trucks employed on the work shall have Alberta Class 1 registration.

8. SIGNS

8.1. The Contractor shall be responsible for the supply and installation of all signs and sign posts required for this contract. The signs will be incidental to the work. Project identification signs are required for this project and shall be installed a minimum of one week prior to project start date. The signs must be reflective, minimum of 75 cm x 75 cm, and describe the type of project, project length and timing of project.

9. TRAFFIC CONTROL

9.1 The Contractor shall be responsible for the provision of traffic control where needed.

10. APPLICATION OF DOUBLE SEAL COAT

10.1. The Contractor shall broom the completed seal coat when required and as often as required during a two week period following completion of the work or as directed by the Engineer.

11. PAYMENT AND HOLDBACK

11.1. The Contractor shall submit an application for payment of the holdback amount.

11.2. The Contractor shall submit a sworn statement that all accounts for labour, subcontracts, products, construction machinery and equipment, and other indebtedness which may have incurred by the Contractor in the Substantial Performance Of The Work and for which the Owner might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.

12. ENVIRONMENTAL CONTROL

12.1. Campsites

Prior to the establishment of a campsite and roads providing access thereto or for other camp uses, the Contractor shall obtain the approval of the Engineer. Debris resulting from the clearing undertaken in such areas shall be piled and burned and areas left in a tidy condition in accordance with the Forest and Prairie Protection Act and regulations. All campsites shall be kept in a neat and sanitary condition at all times. Prior to the abandonment of a campsite, the Contractor shall obtain a "Reclamation Clearance" from the Engineer.

12.2. Control of Equipment

The Contractor shall carefully control all equipment and work operations so that his operations do not extend beyond the designated working limits unless otherwise specifically authorized by the Consultant.

12.3. Burning

Prior to burning any trees, garbage or the like, the Contractor shall contact the appropriate local official:

Fire Guardian

Beaver County
(780) 663-3730

Conditions under which burning is to be permitted will be given at this time. Upon instructions from the above Official the Consultant may request that a patrol be kept on site during the time that burning is in progress in which event the Contractor shall supply all the necessary men and equipment. The cost of supplying such men and equipment will not be paid for separately but shall be considered incidental to the Work.

At the conclusion of burning and prior to the formal release of liability to the Contractor, a joint inspection will be made of the project by the Contractor, the Consultant and the applicable local Official. Before this inspection takes place, the Contractor shall ensure that, to the best of his abilities, all fires are extinguished.

The Contractor will be solely responsible for ensuring all fires are totally extinguished. If a fire results from an improperly extinguished fire, the Contractor may be held responsible for the damage. All non-flammable debris is to be disposed of by a method or at a site that is approved by the Consultant.

12.4. Historical Resources

Pursuant to Section 27 of the Historical Resources Act, should any paleontological or historical resources be discovered during the conduct of construction activities, the Engineer is to be informed immediately. Pursuant to information from the appropriate governing body, it may be necessary for the County to issue further instructions regarding the documentation of these resources.

13. WORK IN THE VICINITY OF UTILITIES

13.1. General

The Contractor shall be responsible to ensure that all utility installations are located and clearly marked on the ground before commencing his construction operations.

13.2. Telephone Facilities

The Contractor shall observe all necessary precautions to preserve and protect the cable and ensure it is not damaged.

13.3. Utilities and Pipelines

It is the Contractor's responsibility to locate all underground and aboveground utilities and pipelines. The Contractor is responsible for the cost of repairing any gas line, telephone cables or any utilities and pipelines damaged as a result of the construction.

13.4. Railway

The known railway companies, owners and operators and their representatives are as follows:
Canadian National Railway

14. DAMAGE CLAIMS DUE TO CONTRACTOR

14.1. "DUE CARE, CLAIM SETTLEMENT AND HOLD HARMLESS".

14.1.1. All damage claims resulting from the application of this contract will be forwarded to the Contractor.

- 14.1.2.** The Contractor shall ensure that his forces and those of all subcontractors use due care to ensure that no person is injured and no person's property damaged in the prosecution of the Work. Without restricting the generality of the foregoing, the Contractor shall, at his own expense, make such provisions as may be necessary to avoid any such injury or damage.
- 14.1.3.** All claims for injury, loss or damage arising in connection with the Work will be referred to the Contractor who shall deal with each claim in a fair and reasonable manner. The Contractor shall respond to each claimant in writing, setting out the Contractor's position with respect to the claim.