

BEAVER COUNTY TENDER

2025 GRADED AGGREGATE SEAL COAT

Tender #: TEN2025-10INFR

Issued: February 21, 2025

Submission Deadline: March 10, 2025, at 10:00:00 AM local time



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1. INVITATION TO TENDERERS

Sealed Tenders for: **GRADED AGGREGATE SEAL COAT**

Will be received by:

Beaver County ("County")

Box 140

5120 - 50 Street

Riley, Alberta

T0B 4A0

Attention: Peggy Ewert, Contract and Procurement Coordinator

**Please submit sealed Tender clearly marked
"2025 GRADED AGGREGATE SEAL COAT - TEN2025-10INFR"**

Time and date for Tender Closing is:

10:00:00 a.m. local time on Monday, March 10th, 2025 (the "Tender Closing")

The work to be undertaken generally involves, but is not necessarily limited to, approximately 36.6 KMS combined total of double and single seal coats.

"Graded Aggregate Seal Coat" to be carried out on the following stabilized gravel roads:

- A. DOUBLE CHIP SEAL approximately 24.3 KMS TOTAL
- B. SINGLE CHIP SEAL approximately 12.3 KMS TOTAL

The Successful Tenderer shall schedule their operations to complete all seal coat construction by September 19, 2025. Clean-up and other incidentals shall be completed by September 30, 2025 weather permitting.

All **written** inquiries (verbal inquiries will not be replied to) regarding the technical aspects of the work shall be emailed to:

Peggy Ewert, Contract and Procurement Coordinator
Email: pwtenders@beaver.ab.ca

However, the Tenderer(s) acknowledge and agree that the County does not have an obligation to provide a response to any written inquiry and that it is in the sole and unfettered discretion of the County to provide any written response to a written inquiry.

Submission of a Tender by a Tenderer gives the County the right to require the Tenderer to execute the Agreement to perform the Work as set out within the Tender documents. Tenders may not be withdrawn after the Tender Closing and will be irrevocable and open for acceptance by the County for a period of ninety (90) days following the end of the day of the Tender Closing. The Successful Tenderer will be notified in writing of the award of the Tender when the County delivers a letter of intent to the Successful Tenderer.

[End of Part 1]

2. INSTRUCTIONS TO TENDERERS

2.1 Background

Beaver County is seeking tenders for the (the “Work”) as follows:

The provision of Graded Aggregate Seal Coat that generally involves, but is not necessarily limited to, approximately 36.6 KMS combined total of double and single seal coats on stabilized gravel roads as set out in more detail in Schedule “A” attached hereto.

The County will, after applying the Evaluation Criteria set out in Article 2.18, 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.

Beaver County will receive sealed tenders until:

10:00:00 a.m. local time on Monday, March 10th, 2025 (“Tender Closing”).

2.2 Submission of Tenders

Each Tender shall be addressed to Beaver County in a sealed envelope clearly marked 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 Tenderers and the Instructions to Tenderers at:

**Beaver County
Box 140
5120 - 50 Street
Riley, Alberta
T0B 4A0**

**Attention: Peggy Ewert, Contract and Procurement Coordinator
“TEN2025-10INFR 2025 GRADED AGGREGATE SEAL COAT”**

Emailed Tenders WILL be accepted **ONLY** when sent to **pwtenders@beaver.ab.ca**
Faxed tenders will not be accepted.

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.

2.3 Tender Form

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.

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.

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.

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.

2.4 The Freedom of Information and Protection of Privacy Act

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.

2.5 Tender Documents

The documents for the Tender are:

2.5.1 Invitation to Tenderers

2.5.2 Instructions to Tenderers

2.5.3 Schedule A - The Work

2.5.4 Schedule B - Tender Form

2.5.5 Schedule C - Site Information

2.5.6 Schedule D - Health & Safety Vendor Pre-Qualification

(hereinafter collectively referred to as the "Tender Documents")

By submitting its Tender, the Tenderer acknowledges and agrees that it has received and reviewed the Tender Documents.

2.6 Variation In Tender Documents and No Implied Obligations

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.

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.

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.

Without limiting the generality of Article 2.6, 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.

2.7 Addenda

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 2.2 of the Instructions to Tenderers.

2.8 Tender

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.

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.

Tenders shall be properly executed in full compliance with the following requirements:

- 2.8.1** The signatures of persons executing the Tender must be in their respective handwriting; and
- 2.8.2** 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;
- 2.8.3** 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;
- 2.8.4** 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
- 2.8.5** 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.
- 2.8.6** 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 2.8.2. herein before.

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.

2.9 Tender Deposit

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 2.10 within the specified time frames.

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.

Beaver County will not pay any interest on money furnished as security.

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.

2.10 Performance And Labour And Material Payment Bonds

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 Tender, both of these bonds shall be referred to as the "Bonds".

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.

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 Agreement Price.

The Performance Bond shall remain in force as a Maintenance Bond for the Warranty Period as defined in the Agreement.

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.

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.

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 2.17.

The Successful Tenderer shall supply all required Bonds before any Work is undertaken by the Successful Tenderer.

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.

2.11 Insurance

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.

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:

- 2.11.1.** 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;
- 2.11.2.** 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;
 - 2.11.2.1.** non-owned automobiles;
 - 2.11.2.2.** independent subcontractors;
 - 2.11.2.3.** contractual liability including this Agreement;
 - 2.11.2.4.** broad form property damage endorsement;
 - 2.11.2.5.** products and completed operations coverage.
- 2.11.3.** Beaver County be added to the successful Tenderers Comprehensive General Liability as an additional insured with 30 days' notice of cancellation.
- 2.11.4.** 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 2.17.
- 2.11.5.** 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.

2.12 Indemnification

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 Agreement.

2.13 Commencement And Completion Of Work

The Successful Tenderer shall commence the Work within 10 working days after receipt of the Letter of Intent from Beaver County or as agreed upon by both parties. The time period for the performance of the Work will be as set out in the Agreement.

2.14 Site Conditions

2.14.1 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:

2.14.1.1. The nature of the Work;

2.14.1.2. 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;

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

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

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

2.14.2 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.

2.14.2.1. The Tenderer's obligation to become familiar with the information described in Article 2.14.1.

2.14.2.2. 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 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.

2.15 Prime Cost And Contingency Sums

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.

2.16 Permits And Inspections

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.

2.17 Successful Tenderer

2.17.1. 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/she has been duly and legally authorized by Beaver County to send such Letter of Intent.

2.17.2. Following the receipt of the Letter of Intent, the Successful Tenderer shall provide the Performance Bond and Labour and Materials Bond within the time required in Article 2.10. The Successful Tenderer shall also provide a certificate of Insurance unless previously provided.

2.17.2.1. Upon the Successful Tenderer complying with the requirements of both Articles 2.17.1 and 2.17.2, the certified cheque or Bid Bond or irrevocable letter of credit, as the case may be, shall be returned to the Successful Tenderer.

2.17.2.2. If the Successful Tenderer fails to comply with either or both of the requirements of Articles 2.17.1 and 2.17.2, 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.

2.17.3. 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.

2.17.4. 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.

2.17.5. 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.

2.17.6. If, within 10 days after the Agreement is presented to the Successful Tenderer for signature, hand delivered or sent by registered mail or courier addressed to the Successful Tenderer at the address stated in his Tender, and the Bidder refuses or fails:

2.17.6.1. To sign and return to the Owner the Agreement for the performance of the Work and the supplying of Material covered by his tender; or

2.17.6.2. To provide the security for the performance of the Agreement and for labor and material payment as required by Section 2.10 ; or

2.17.6.3. To provide the insurance required by Section 2.11;

The bid bond or deposit shall be subject to forfeiture to the Owner, and if an Agreement for that Work and Material is then entered into

with another provider for a greater amount, the Bidder is liable to the Owner in the amount equal to the difference between the amount of their tender and the amount of the Agreement actually entered into, the maximum not exceeding the amount of the security required under this Section.

2.18 Tender Evaluation Criteria

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.

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 <ul style="list-style-type: none"> Competitiveness of the proposed pricing. The County realizes that conditions other than price are important and will award the contract based on the submission that best meets the needs of the County, and therefore the lowest-priced submission is not a guarantee award. 	20 points
2. Safety Record/C.O.R. <ul style="list-style-type: none"> Evaluation of the company's safety performance. Possession of a valid C.O.R. and compliance with safety standards. 	20 points
3. Compliance with Specifications <ul style="list-style-type: none"> Quality and thoroughness of submission and if it meets all of the specifications required. 	20 points
4. Reference Checks/Prior Experience <ul style="list-style-type: none"> The County's interviews of the references submitted by the Tenderer. Past performance on similar contracts relevant to the current scope. 	20 points
5. Equipment Specification and Age <ul style="list-style-type: none"> Suitability and condition of proposed equipment. Compliance with industry standards. 	20 points
Total Points	100 points

2.19 Workers' Compensation

2.19.1 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.

2.19.2 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.

2.19.3 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:

2.19.3.1. Beaver County is subject to a deeming order under s. 14(2) of the WCB Act (the "Deeming Order"); and

2.19.3.2. 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

2.19.3.3. 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.

2.19.3.4. The Tenderer shall communicate the existence and effect of the Deeming Order to all of its employees, directors, proprietors, partners or employees.

2.19.4 Beaver County will reject any Tender which fails to comply with the provisions set out in Article 2.19.

2.20 Registration

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.

2.21 Tenders Exceeding Budget

In addition to the rights contained within Article 2.21 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.

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 2.18 Tender Evaluation Criteria.

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 this section.

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:

2.21.1 All statements made by either side in the course of negotiation are without prejudice and confidential;

2.21.2 In particular, Beaver County's attempt to negotiate with such Tenderer does not constitute a rejection of its Tender; and

2.21.3 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.

2.22 Certificate Of Recognition ("C.O.R.") Safety Program Requirement

2.22.1 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.

- 2.22.2** 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.
- 2.22.3** 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.
- 2.22.4** 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.
- 2.22.5** Beaver County will reject any Tender which fails to comply with the provisions set out in Article 2.22.

2.23 Agreement On Internal Trade And Trade, Investment And Labour Mobility Agreement

The provisions of the Agreement on Internal Trade, Part IV, Chapter Five - Procurement and Annex 502.4, ("AIT") and the Trade, Investment and Labour Mobility Agreement ("TILMA") apply to this Tender.

2.24 Acceptance Or Rejection of Tenders

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;

- 2.24.1** is incomplete, obscure, irregular or unrealistic;
- 2.24.2** is non-compliant in a trivial/immaterial or substantial/material manner, or conditional;
- 2.24.3** has erasures or corrections;
- 2.24.4** omits a price on any one or more items in the Tender; fails to complete the information required in the Tender;
- 2.24.5** fails to complete the information required on the Tender;
- 2.24.6** is accompanied by a 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;
- 2.24.7** 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.

2.25 Law And Forum Of Tender

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.

2.26 Acceptance Period

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.

[End of Part 2]

3. SCHEDULE A - THE WORK

The final Agreement shall include, but not be limited to the following:
(hereinafter collectively the "Work")

Approximate Quantities:

3.1 DOUBLE SEAL COAT (24.3 KMS TOTAL)

- 3.1.1 PW-24-201 - RGE RD 200** from HWY 630 to Blackfoot Grazing Reserve
Length - 2 KM & Width - 8 meters
Graded Aggregate **DOUBLE** Seal Coat (Des. 3 Class 12.5C) 16,000 m²
- 3.1.2 PW-24-202 - RGE RD 202** from TWP RD 502 to 504
Length - 3.4 KM & Width - 8 meters
Graded Aggregate **DOUBLE** Seal Coat (Des. 3 Class 12.5C) 27,200 m²
- 3.1.3 PW-24-216 - TWP RD 512** from RGE RD 191 to SEC HWY 834
Length - 1.7 KM & Width - 8 meters
Graded Aggregate **DOUBLE** Seal Coat (Des. 3 Class 12.5C) 13,600 m²
- 3.1.4 PW-25-201 - WHISPERING HILLS ESTATES** (51308 RGE RD 195)
Length - 1.5 KM & Width - 8 meters
Graded Aggregate **DOUBLE** Seal Coat (Des. 3 Class 12.5C) 12,000 m²
- 3.1.5 PW-25-202 - KINGSWAY ESTATES** (50106 RGE RD 200)
Length - 1.6 KM & Width - 8 meters
Graded Aggregate **DOUBLE** Seal Coat (Des. 3 Class 12.5C) 12,800 m²
- 3.1.6 PW-25-203 - NORTH BEAVER CREEK ESTATES** (50514 RGE RD 200)
Length - 1.8 KM & Width - 8 meters
Graded Aggregate **DOUBLE** Seal Coat (Des. 3 Class 12.5C) 14,400 m²
- 3.1.7 PW-25-204 - TWP RD 490** from RGE RD 142 to SEC HWY 857
Length - 6.6 KM & Width - 8 meters
Graded Aggregate **DOUBLE** Seal Coat (Des. 3 Class 12.5C) 52,800 m²
- 3.1.8 PW-25-205 - TWP RD 490** from RGE RD 120 to SEC HWY 870
Length - 4.8 KM & Width - 8 meters
Graded Aggregate **DOUBLE** Seal Coat (Des. 3 Class 12.5C) 38,400 m²
- 3.1.9 PW-25-206 - RGE RD 200** from SEC HWY 630 to campground entrance
continuing east on Hoopers Drive
Length - 0.9 KM & Width - 8 meters
Graded Aggregate **DOUBLE** Seal Coat (Des. 3 Class 12.5C) 7,200 m²

3.2 SINGLE SEAL COAT - RECHIPPING (12.3 KMS TOTAL)

- 3.2.1 PW-25-207 - TWP RD 492** approx 1.25kms east of RGE RD 170
Length - 0.2 KM & Width - 8 meters
Graded Aggregate **SINGLE** Seal Coat (Des. 3 Class 12.5C) 1,600 m²
- 3.2.2 PW-25-208 - TWP RD 492** from RGE RD 165 to 174
Length - 8.5 KM & Width - 8 meters
Graded Aggregate **SINGLE** Seal Coat (Des. 3 Class 12.5C) 68,00 m²
- 3.2.3 PW-25-209 - TWP RD 514** from RGE RD 193 to 195
Length - 3.6 KM & Width - 8 meters
Graded Aggregate **SINGLE** Seal Coat (Des. 3 Class 12.5C) 28,800 m²

The following Specifications form part of the Construction Contract or 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.

3.3 Project Scheduling and Completion

3.3.1. The Contractor shall schedule his operations to complete prime coat applications at the County's request in coordination with the cement base stabilization performed by the County on each project.

3.3.1.1. The initial prime coat application should be completed no later than 3 days after cement base stabilization, unless otherwise approved by the County due to weather or site conditions.

3.3.1.2. If deterioration occurs in the prime coat before the initial graded aggregate seal coat application, the contractor shall, at their cost, reapply the prime coat as required by the County, unless the deterioration is due to factors beyond the contractor's control.

3.3.2. The Contractor shall schedule their operations to complete all seal coat construction by September 19, 2025. Clean-up and other incidentals shall be completed by September 30, 2025 weather permitting.

3.4 Supply of Asphalt (By Contractor)

This Agreement 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:

3.4.1. 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.

3.4.2. 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".

3.4.3. Asphalt supplied and incorporated into the work, where the work meets specifications, will be paid for at the applicable unit price bid.

3.4.4. 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.

3.5 Supply of Aggregate (By Contractor)

This Agreement 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:

3.5.1. The aggregate used for graded aggregate seal coat shall be Designation 3 Class 12.5C. Any substitution must be approved by the County.

3.5.2. 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.

3.5.3. Testing on aggregate will be performed by the Engineer and all aggregate shall meet the requirements in Specification 3.2, "Aggregate Production and Stockpiling".

- 3.5.4.** Aggregate supplied and incorporated into the work, where the work meets specifications, will be paid for at the applicable unit price bid.
- 3.5.5.** 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.

3.6 Hauling of Aggregate (By Contractor)

- 3.6.1.** This Agreement requires the Contractor to supply and pay for all equipment necessary to load and haul Contractor supplied Designation 3 Class 12.5C aggregate.
- 3.6.2.** Minimum truck haul rates and truck ownership restrictions are not applicable. All trucks employed on the work shall have Alberta Class 1 registration.

3.7 Signs

- 3.7.1.** The Contractor shall be responsible for the supply and installation of all signs and sign posts required for this Agreement. 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.

3.8 Traffic Control

- 3.8.1.** The Contractor shall be responsible for the provision of traffic control where needed.

3.9 Application of Double Seal Coat

- 3.9.1.** 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 County.

3.10 Payment and Holdback

- 3.10.1.** The Contractor shall submit an application for payment of the holdback amount.
- 3.10.2.** 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.

3.11 Environmental Control

3.11.1. 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 County. 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 County.

3.11.2. 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.

3.11.3. BURNING

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

Fire Guardian

Beaver Emergency Services Commission

(780) 336-3041

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.

3.12 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.

3.13 Work In The Vicinity of Utilities

3.13.1. 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.

3.13.2. TELEPHONE FACILITIES

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

3.13.3. 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.

3.13.4. RAILWAY

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

3.14 Damage Claims Due To Contractor

"DUE CARE, CLAIM SETTLEMENT AND HOLD HARMLESS"

3.14.1. All damage claims resulting from the application of this Agreement will be forwarded to the Contractor.

3.14.2. 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.

3.14.3. 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.

[End of Part 3]

4. SCHEDULE B - TENDER FORM

4.1 Tenderer Information

Please fill out the following form, and name one person to be the contact for this Tender response and for any clarifications or amendments that might be necessary.

Full Legal Name of Company:	
Any Other Relevant Name under Which the Respondent Carries on Business:	
Street Address:	
City, Province:	
Postal Code:	
Phone Number:	
Company Website (If Any):	
Tender Contact Person And Title:	
Tender Contact Phone:	
Tender Contact E-mail:	

4.2 Conflict of Interest

Prior to completing this portion of the Tender Form, respondents should refer to the following definition of Conflict of Interest:

“Conflict of Interest” includes, but is not limited to, any situation or circumstance where;

- a) in relation to the bidding process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, information in the preparation of its quotation that is confidential and not available to other respondents, (ii) communicating with any person with a view to influencing preferred treatment in the Tender process, or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive Tender process and render that process non-competitive and unfair; or
- b) in relation to the performance of its contractual obligations contemplated in the Agreement that is the subject of this procurement, the respondent’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

If the box below is left blank, the respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its quotation; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the Tender.

Otherwise, if the statement below applies, check the box.

☐ **The respondent declares that there is an actual or potential Conflict of Interest relating to the preparation of its quotation, and/or the respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the Tender.**

If the respondent declares an actual or potential Conflict of Interest by marking the box above, the respondent must set out below details of the actual or potential Conflict of Interest, and must explain why the respondent believes that the Conflict of Interest should not result in disqualification from the Tender process:

4.3 Goods and Services Tax (GST) Registration Number

Provide company's GST registration number:

GST Registration Number _____

4.4 Years of Experience

State the number of years' experience providing similar goods and services.

Years of Experience _____

4.5 Equipment Specification and Age

The Respondent is required to attach a comprehensive list of the equipment available to complete the required work including the specifications and ages.

☐ **Equipment List is attached**

4.6 Insurance Coverage

The Respondent is required to carry insurance policies in accordance with the minimum requirements and limits set out in Article 2.11. Proof of insurance should be provided to Beaver County with the Respondent's submission.

☐ **Proof of insurance is attached**

4.7 Worker's Compensation Board (WCB)

The Respondent is required to provide proof of compliance with all the requirements of the Worker's Compensation Act of Alberta in accordance with Article 2.19. A WCB clearance letter should be provided with the Respondents submission as evidence of such compliance.

☐ **Current WCB Clearance Letter is attached**

4.8 Bid Amount

We _____
COMPANY NAME

having examined the Tender Documents and Addenda No. ____ to No. ____ inclusive, all as issued by: Beaver County and having visited the site(s) of where the Work is required to be undertaken; hereby offer to enter into an Agreement to perform the Work required by the Tender Documents, namely;

Approximate Quantities:

DOUBLE SEAL COAT (24.3 KMS TOTAL)

- PW-24-201 - RGE RD 200 from HWY 630 to Blackfoot Grazing Reserve (2 KM)
- PW-24-202 - RGE RD 202 from TWP RD 502 and 504 (3.4 KM)
- PW-24-216 - TWP RD 512 from RGE RD 191 and SEC HWY 834 (1.7 KM)
- PW-25-201 - WHISPERING HILLS ESTATES - 51308 RGE RD 195 (1.5 KM)
- PW-25-202 - KINGSWAY ESTATES - 50106 RGE RD 200 (1.6 KM)
- PW-25-203 - BEAVER CREEK ESTATES NORTH - 50514 RGE RD 202 (1.8 KM)
- PW-25-204 - TWP RD 490 from RGE RD 142 to SEC HWY 857 (6.6 KM)
- PW-25-205 - TWP RD 490 from RGE RD 120 to SEC HWY 870 (4.8 KM)
- PW-25-206 - RGE RD 200 from SEC HWY 630 to campground entrance continuing east on

Hoopers Drive (0.9 KM)

SINGLE SEAL COAT - RECHIPPING (12.3 KMS TOTAL)

- PW-25-207 - TWP RD 492 approx 1.25KMS east of RGE RD 170 (0.2 KM)
- PW-25-208 - TWP RD 492 from RGE RD 165 to 174 (8.5 KM)
- PW-25-209 - TWP RD 514 from RGE RD 193 to 195 (3.6 KM)

For the Tender Sum as follows:

4.8.1. PW-24-201 - RGE RD 200 from HWY 630 to Blackfoot Grazing Reserve (2 KM)

Bid Item	Description	Estimated Quantity	Unit Price		Total Bid
1	Prime Coat	16,000 m ²	\$_____	Per m ²	\$ _____
2	DOUBLE Seal Coat "In Place" Designation 3, Class 12.5C	16,000 m ²	\$_____	Per m ²	\$ _____
TOTAL FOR PW-24-201					\$ _____

4.8.2. PW-24-202 - RGE RD 202 from TWP RD 502 to 504 (3.4 KM)

Bid Item	Description	Estimated Quantity	Unit Price		Total Bid
1	Prime Coat	27,200 m ²	\$_____	Per m ²	\$ _____
2	DOUBLE Seal Coat "In Place" Designation 3, Class 12.5C	27,200 m ²	\$_____	Per m ²	\$ _____
TOTAL FOR PW-24-202					\$ _____

4.8.3. PW-24-216 - TWP RD 512 from RGE RD 191 to SEC HWY 834 (1.7 KM)

Bid Item	Description	Estimated Quantity	Unit Price		Total Bid
1	Prime Coat	13,600 m ²	\$_____	Per m ²	\$ _____
2	DOUBLE Seal Coat "In Place" Designation 3, Class 12.5C	13,600 m ²	\$_____	Per m ²	\$ _____
TOTAL FOR PW-24-216					\$ _____

4.8.4. PW-25-201 - WHISPERING HILLS ESTATES - 51308 RGE RD 195 (1.5 KM)

Bid Item	Description	Estimated Quantity	Unit Price		Total Bid
1	Prime Coat	12,000 m ²	\$_____	Per m ²	\$ _____
2	DOUBLE Seal Coat "In Place" Designation 3, Class 12.5C	12,000 m ²	\$_____	Per m ²	\$ _____
TOTAL FOR PW-25-201					\$ _____

4.8.5. PW-25-202 - KINGSWAY ESTATES - 50106 RGE RD 200 (1.6 KM)

Bid Item	Description	Estimated Quantity	Unit Price		Total Bid
1	Prime Coat	12,800 m ²	\$ _____	Per m ²	\$ _____
2	DOUBLE Seal Coat "In Place" Designation 3, Class 12.5C	12,800 m ²	\$ _____	Per m ²	\$ _____
TOTAL FOR PW-25-202					\$ _____

4.8.6. PW-25-203 - BEAVER CREEK ESTATES NORTH - 50514 RGE RD 202 (1.8 KM)

Bid Item	Description	Estimated Quantity	Unit Price		Total Bid
1	Prime Coat	14,400 m ²	\$ _____	Per m ²	\$ _____
2	DOUBLE Seal Coat "In Place" Designation 3, Class 12.5C	14,400 m ²	\$ _____	Per m ²	\$ _____
TOTAL FOR PW-25-203					\$ _____

4.8.7. PW-25-204 - TWP RD 490 from RGE RD 142 to SEC HWY 857 (6.6 KM)

Bid Item	Description	Estimated Quantity	Unit Price		Total Bid
1	Prime Coat	52,800 m ²	\$ _____	Per m ²	\$ _____
2	DOUBLE Seal Coat "In Place" Designation 3, Class 12.5C	52,800 m ²	\$ _____	Per m ²	\$ _____
TOTAL FOR PW-25-204					\$ _____

4.8.8. PW-25-205 - TWP RD 490 from RGE RD 120 to SEC HWY 870 (4.8 KM)

Bid Item	Description	Estimated Quantity	Unit Price		Total Bid
1	Prime Coat	38,400 m ²	\$ _____	Per m ²	\$ _____
2	DOUBLE Seal Coat "In Place" Designation 3, Class 12.5C	38,400 m ²	\$ _____	Per m ²	\$ _____
TOTAL FOR PW-25-205					\$ _____

4.8.9. PW-25-206 - RGE RD 200 from SEC HWY 630 to campground entrance continuing east on Hooper's Drive (0.9 KM)

Bid Item	Description	Estimated Quantity	Unit Price		Total Bid
1	Prime Coat	7,200 m ²	\$ _____	Per m ²	\$ _____
2	DOUBLE Seal Coat "In Place" Designation 3, Class 12.5C	7,200 m ²	\$ _____	Per m ²	\$ _____
TOTAL FOR PW-25-206					\$ _____

4.8.10. PW-25-207 - TWP RD 492 approx 1.25kms east of RGE RD 170 (0.2 KM)

Bid Item	Description	Estimated Quantity	Unit Price		Total Bid
1	SINGLE Seal Coat "In Place" Designation 3, Class 12.5C	1,600 m ²	\$ _____	Per m ²	\$ _____
TOTAL FOR PW-25-207					\$ _____

4.8.11. PW-25-208 - TWP RD 492 from RGE RD 165 to 174 (8.5 KM)

Bid Item	Description	Estimated Quantity	Unit Price		Total Bid
1	SINGLE Seal Coat "In Place" Designation 3, Class 12.5C	68,000 m ²	\$ _____	Per m ²	\$ _____
TOTAL FOR PW-25-208					\$ _____

4.8.12. PW-25-209 - TWP RD 514 from RGE RD 193 to 195 (3.6 KM)

Bid Item	Description	Estimated Quantity	Unit Price		Total Bid
1	SINGLE Seal Coat "In Place" Designation 3, Class 12.5C	28,800 m ²	\$ _____	Per m ²	\$ _____
TOTAL FOR PW-25-209					\$ _____

For a **TOTAL COMBINED PRICE** of

\$ _____
(NUMERICAL)

\$ _____
(WRITTEN OUT IN WORDS)

in Canadian funds, which price includes any specified cash and contingency allowances and the applicable taxes in force at this date except GST and except as may be otherwise provided in the Tender Documents.

4.9 References

Each respondent is requested to provide three (3) relevant project references from clients who have obtained similar goods to those requested in the Tender from the respondent in the last five (5) years.

Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Phone Number:	
Date Work Provided:	
Type of Work Provided:	

Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Phone Number:	
Date Work Provided:	
Type of Work Provided:	

Reference #3

Company Name:	
Company Address:	
Contact Name:	
Contact Phone Number:	
Date Work Provided:	
Type of Work Provided:	

4.10 Signatures

Declarations:

We hereby declare that:

- 4.10.1.** we agree to perform the Work in compliance with the required completion schedule stated in the Agreement;
- 4.10.2.** no person, firm or corporation other than the undersigned has any interest in this Tender or in the proposed Agreement for which this Tender is made;
- 4.10.3.** the Tender Security is attached to this Tender. We specifically acknowledge and agree that the Tender Security may be forfeited to Beaver County pursuant to the terms set forth in the Instructions to Tenderers;
- 4.10.4.** we hereby acknowledge and confirm that Beaver County has the right to accept any tender or to reject any or all tenders in accordance with the Instructions to Tenderers;
- 4.10.5.** this Tender is open to acceptance for a period of ninety (90) days from the date of Tender Closing.

Signed, sealed, and submitted for and on behalf of:

Company
Name:

(Apply SEAL above)

Name & Title:

(Please Print or Type)

Signature: _____

Witness: _____

Dated at _____ on this _____ day of _____, 20 _____

[End of Part 4]

5. SCHEDULE C - SITE INFORMATION

PW-25-201



PW-25-203



PW-25-206



PW-25-207



[End of Part 5]

6. SCHEDULE D - HEALTH & SAFETY VENDOR PRE-QUALIFICATION

GENERAL INFORMATION					
Business Name:					
Address:					
City:		Province:		Postal Code:	
Phone:		Email:			
WCB Number:		Number of Employees in Organization:		Type of Company:	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual
CONTACT INFORMATION					
Primary Contact Name:		Title:			
Phone:		Email:			
Health & Safety Contact Name:		Phone:		Email:	
SUB-CONTRACTOR					
Will you be utilizing sub-contractors for the work being provided?	<input type="checkbox"/> YES <input type="checkbox"/> NO	If yes, Beaver County must review and approve your contractor process or you must provide a completed F-5 form for each contractor, for approval by Beaver County.			
List the types of work your organization performs:					
SAFETY INFORMATION					
Does your company have a current written Safety Management Program? If yes, please provide a copy of the Table of Contents.				<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does your company have a valid Certificate of Recognition (COR)? If yes, please provide a copy. If no, please complete section below.				<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does your company have Safety Job Procedures and Hazard Assessments for the work being provided? If yes, please provide both.				<input type="checkbox"/> Yes <input type="checkbox"/> No	
REGULATORY COMPLIANCE					
Has your company received any OH&S stop work orders, fines, and/or convictions within the last three years? If yes, please attach details.				<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are there any HSE-related judgements, claims, or suits pending or outstanding against your company? If yes, please attach details.				<input type="checkbox"/> Yes <input type="checkbox"/> No	

Complete this section if your company does NOT have a valid COR.					
Does your company have a written Health and Safety Policy? If yes, please attach a copy.				<input type="checkbox"/> Yes <input type="checkbox"/> No	
Do you have a new hire orientation program?				<input type="checkbox"/> Yes <input type="checkbox"/> No	
Do you have clearly defined Roles and Responsibilities?				<input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there a systematic process for identifying and controlling hazards and risks?				<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are workers included in the identification and control of hazards?				<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are workplace inspections conducted regularly?				<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are all personnel trained and/or supervised in the safe use of all tools, equipment, and PPE?				<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does your company have written procedure for investigation, reporting and root cause analysis?				<input type="checkbox"/> Yes <input type="checkbox"/> No	
Do you have emergency plans and procedures?				<input type="checkbox"/> Yes <input type="checkbox"/> No	
Do you have a workplace Health and Safety Committee or Representative?				<input type="checkbox"/> Yes <input type="checkbox"/> No	
WCB AND INSURANCE					
Does your company have a WCB account in good standing? Please provide Clearance Letter.				<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does your company have General Liability Insurance? Please provide proof of insurance.				<input type="checkbox"/> Yes <input type="checkbox"/> No	
Please provide vehicle insurance and registration for all vehicles that will be attending any Beaver County site location. (This can be provided at the time of work, if currently unknown)					
WCB Statistics for the last 3 years		2024	2023	2022	
Employers Premium Rate					
Industry Rate					
Rate adjustment; surcharge or discount					
Have you ever operated under a different WCB account number?		<input type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, please list account number(s)					
DOCUMENT CHECK					
	WCB Clearance		COR Certificate		General Liability Insurance
	Vehicle Insurance & Registration (if applicable)		Safety Manual Table of Contents (if no COR)		

[End of Part 6]