

Addendum	No.	Date:	
Addendum	No	Date:	_

CONTRACT NUMBER: 25-029

CONTRACT AND SPECIFICATIONS

Beaver County

For

Schedule "A" Bruce

Main Street Total Length: 0.430 km

Schedule "B" Kinsella

Main Street

Total Length: 0.265 km

Schedule "C" Kinsella (Deletable)

Main Street Total Length: 0.165 km

Bruce & Kinsella Road Rehabilitation - 2025-07-INFR



June 2025



NOTE TO BIDDERS

For information regarding this project, you may contact the **Contracts and Procurement Coordinator** of Beaver County, **Peggy Ewert** at (825) 385-0051 or her representing Consultant:

Mr. Glen Sandin ROHI Engineering Ltd. PO Box 4544 Bay 1 5012-50th Street Ponoka, AB T4J 1S1 Phone: (403) 783-1206 Email: glen@rohiengineering.com

Tenders <u>must</u> be received no later than **10:00:00 a.m.** local time on July 18, 2025 at the Tender Deposit (reception) Counter of the **Beaver County** office in **Ryley**, **AB**.

It shall be the Bidder's responsibility to confirm with the County that its Tender has been received prior to Tender closing.

Tenders will be opened after closing time on **July 18, 2025** at the **Beaver County** office in **Ryley**, **AB.** The public may be present.

Email changes to the unit price schedule will be accepted however, they must comply with INSTRUCTIONS TO BIDDERS Section 1.14.3 Changes to Tender Submissions.

Beaver County reserves the right to accept or reject any and all Tenders and to waive irregularities and informalities at its discretion. The County reserves the right to accept a Tender other than the lowest Tender without stating reasons. The County has the right to award the work to whomever it chooses, in its sole and unfettered discretion, and for whatever reasons the County deems appropriate. By the act of submitting its bid, the Tenderer agrees that any claim the Tenderer may have in relation to the award of the work by the County is limited to damages for the reasonable cost of preparing the bid and that the Tenderer has no right to seek loss of anticipated profit. Without limiting the generality of the foregoing, the County may consider any other factor besides price and capability to perform the Work that it deems in its sole discretion to be relevant to its decision including, but not limited to the following:

- Total Tendered Price
- Experience with Similar work
- Health & Safety Pre Qualifications Evaluation
- References

Definitions

The word "Owner", "County" or "Department" shall mean "Beaver County"

The word "Minister" shall mean the person holding the position or acting in the capacity of the Chief Administrative Officer for Beaver County or their duly appointed representative.





Contract: 25-029 Road Rehabilitation

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1. INSTRUCTIONS TO BIDDERS

1.1 CONDITIONS FOR TENDER SUBMISSION

Bidders may submit tenders to the following location only

Beaver County

Box 140, 5120-50 St Ryley, AB T0B 4A0 Attn: Peggy Ewert, Contracts and Procurement Coordinator

Bidders must submit tenders before 10:00:00 a.m. on July 18, 2025.

Bidders can acquire tender documents as set out in INSTRUCTIONS TO BIDDERS Section 1.3, Tender Information Documents.

Bidders must submit all pages entitled "Tender Forms" as issued by the County with the tender documents. Any required information that is omitted or illegible, any alterations to the text, or any conditions added on or submitted with the Tender Forms, may cause the tender to be declared invalid and rejected.

When submitting a Tender, all pages entitled "Tender Forms" and all Addenda issued by Beaver County and/or ROHI Engineering Ltd. must be submitted, and sealed, to the Contracts and Procurement Coordinator at the above-noted address, marked "Tender for Construction" with the Tender number, time and date of Tender opening clearly marked on the lower right-hand corner of the envelope.

A Bidder must indicate its name and address clearly in the upper left-hand corner of the envelope so that the Tender submission can be identified.

1.2 AVAILABILITY OF TENDER DOCUMENTS

1.2.1 BEAVER COUNTY DISTRIBUTION SOURCE

Electronic (.PDF) copies of the tender documents are available for free download from the Alberta Purchasing Connection website at the following link: <u>www.purchasingconnection.ca</u>.

The Minister will assume no responsibility or liability for the completeness of any tender documents obtained from any other source.

1.2.2 TENDER DOCUMENT DISCREPANCIES

In the event of a discrepancy between tender documents downloaded from the Alberta Purchasing Connection website and documents obtained from any other source, the tender documents downloaded from the Alberta Purchasing Connection website shall be deemed to be correct.

Bidders shall promptly notify the contact identified in Instructions to Bidders section 1.11 Project Inquiries upon discovery of any such discrepancies.





1.3 TENDER INFORMATION DOCUMENTS

1.3.1 GENERAL

Referenced plans and drawings which are not bound in this Tender Document or found in Government of Alberta Transportation's *Standard Specifications for Highway Construction* (Edition 16, 2019) will be available for viewing in the ROHI office in Ponoka, Alberta.

These plans will be included in the Contract Document presented to the successful Bidder. Bidders wishing to order copies of the plans during the Tendering period may purchase them for \$50.00 per set from ROHI Engineering Ltd, Bay 1 5012-50th Street, Ponoka, Alberta, Telephone (403) 790-9393.

1.4 TENDER SUBMISSION REQUIREMENTS

1.4.1 BIDDER INFORMATION

The tender must be submitted by a single individual, partnership, corporation, or company. Joint Ventures are not permitted to bid unless expressly authorized in the tender documents. For all Bidders, the legal name, address, and e-mail address to which all notices or letters are to be mailed and e-mailed must be given in addition to the signature of the individual or one of the officers of the partnership, corporation or company with authority to bind the Bidder.

1.4.2 COMPLETING UNIT PRICE SCHEDULE

The "Unit Price Schedule" must be completed by:

- Filling in all blank spaces under the headings "Unit Price", and "Estimated Quantity" where applicable, and the "Total Bid"; and
- Filling out the schedule as follows:
- a) <u>Unit Price</u>

For bid items where the estimated quantity is fixed and the Bidder is required to provide a unit price, insert the unit price in the "Unit Price" column and insert the total for each item in the "Total Bid" column; (in case of discrepancy, the unit price figure will take precedence over the total in the "Total Bid" column);

b) <u>Lump Sum</u>

For bid items where the Bidder is required to provide a lump sum, insert the lump sum amount in the "Total Bid" column. Only the amount in the "Total Bid" column will be used in calculating the Total Tender;

c) <u>Estimated Quantity</u>

For bid items where the unit price is fixed and the Bidder is required to provide an estimated quantity (for example site occupancy), insert the estimated quantity in the "Estimated Quantity" column, and insert the total for each item in the "Total Bid" column; (in case of discrepancy, the estimated quantity figure in the "Estimated Quantity" column will take precedence over the total in the "Total Bid" column). The "Estimated Quantity" must be a whole number. If the number includes decimals, the County will round to the nearest whole number with .5 being rounded upwards; and





d) <u>Total Tender</u>

Insert the sum of all amounts in the "Total Bid" column in the space marked "Total Tender in Canadian dollars excluding GST".

Prices must not exceed two decimal places. If a submitted unit price schedule contains prices exceeding two decimal places, the County will round to the nearest two decimal places with .005 being rounded upwards. Bidders will be bound to such rounded amounts.

1.4.3 ACKNOWLEDGING ADDENDA

Each Bidder shall ascertain before tender submission that it has obtained all addenda issued by the County and by signing the Tender Form or submitting a Tender Amendment Form, each Bidder acknowledges that all issued addenda have been examined, read, and considered in their tender.

1.4.4 SECURITY

Each tender must be accompanied by tender security in the form of a bid bond, certified cheque, money order or a bank draft equal to 10% of the tender amount. Tenders not accompanied by tender security will be rejected as non-compliant.

Bid bonds shall be issued by a duly incorporated surety company authorized to transact business of suretyship in the Province of Alberta in a form acceptable to the County.

The bid bond accompanying the tender must be the original and not a copy, and made out to **Beaver County**, and it must be signed, sealed and dated in the space provided by both the Bidder, or its authorized representative, and the Bonding Company.

The bid bond shall be enforceable for the earlier of the tender acceptance period as specified in the Instructions to Bidders or until the bond's principal enters into the formal contract.

A bid bond that is a copy or improperly completed or executed may cause the tender to be rejected as non-compliant if, in the County's judgment, this would potentially render the bid bond unenforceable.

1.4.5 SAFETY PREQUALIFICATION

As a precondition to contract award, the Bidder must have a valid Certificate of Recognition (COR) or a valid Temporary Letter of Certification (TLC), or a Certificate of Recognition Equivalency Letter (COREL) for out of province Bidders, as issued by the Alberta Construction Safety Association (ACSA) or another certifying partner authorized by the Alberta Ministry of Labour to issue CORs, TLCs or CORELs. The COR, TLC or COREL must be relevant to the Work. Possession of a Certificate of Recognition other than a COR, TLC or COREL, such as a Small Employer Certificate of Recognition (SECOR) is not acceptable.

Bidders may be required to submit evidence of safety qualifications by the earlier of:

- i) The date that the County may request in writing, or
- ii) Seven days before expiry of the tender acceptance period.

Prospective Bidders who do not possess a COR, TLC or a COREL and wish to obtain information about obtaining one, are advised to contact:





The Alberta Construction Safety Association 225 Parsons Rd. S.W. Edmonton, AB, T6X 0W6 Web Site: <u>www.acsa-safety.org</u> E-mail: <u>Edmonton@acsa-safety.org</u> Telephone: (780) 453-3311 or (Toll Free) 1-800-661-2272 Fax: (780) 455-1120 or 1-877-441-0440

or another certifying partner authorized by Alberta Ministry of Labour.

It is the Bidder's responsibility to ensure its registration in the program is properly documented with the issuing certifying partner. The County will assume no liability for errors or omissions in this regard.

The Bidder must maintain a valid registration throughout the course of the Contract.

1.5 REJECTION OF TENDERS

1.5.1 ACCEPTANCE

The County is not required to accept the lowest cost tender, and may reject any or all tenders.

1.5.2 TENDER IRREGULARITY

Submitted tenders must substantially comply with the requirements of the tender documents. Bidders are advised to pay careful attention to the wording used throughout the tender documents. Failure to satisfy any term, condition or mandatory requirement may result in rejection of the Bidder's tender. Further, in submitting a tender, the Bidder understands and acknowledges that ambiguous, unclear, unreadable, or qualified tenders may be rejected.

The County may waive an irregularity with the requirements of the tender documents where the irregularity is minor or inconsequential. The determination of what is or is not a minor or inconsequential irregularity, and the determination of whether to waive or not waive the irregularity is at the County's sole discretion.

The lowest priced compliant Bidder may be required to supply evidence of experience, qualifications, equipment, ability and financial capability for completing the project(s) before the Contract is executed. Lack of any of these will be considered sufficient cause for rejecting the tender.

1.6 TENDER DATE CHANGES AND CANCELLING OF TENDERS

The County may extend the date and time for receiving tenders, or the County may amend, suspend, postpone or cancel this tender at any time.

1.7 ABNORMALLY LOW BID

An "Abnormally Low Bid" is one where the Total Tender, in combination with other constituent elements of the submission, appears unreasonably low to the extent that the tender submission raises material concerns as to the capability of the Bidder to perform the Work.

In the event of a potential Abnormally Low Bid, the Department shall seek written clarification from the Bidder, including detailed price analyses of its tender submission in relation to the subject matter





of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the tender. If the Department determines that the material concerns as to the capability of the Bidder to perform the Work have not been alleviated after clarification is requested, the Department may, in its sole discretion, declare the bid non-compliant.

1.8 DISQUALIFICATION OF BIDDERS

Only one tender per Bidder will be considered. Reasonable grounds for believing that any Bidder is interested in more than one tender for the Work, in the capacity of the Contractor, may cause the rejection of all tenders in which such Bidder is interested.

Any or all tenders will be rejected if there is reason to believe that collusion exists among the Bidders, and none of the participants in such collusion will be considered in future tenders.

Contracts will not be awarded to any government agency including but not limited to the Government of Canada, the government of a province or territory of Canada, any agency thereof, or any municipality or other unit of local government within any province or territory of Canada.

"Government Agency" means a branch, unit, subsidiary or other form of entity, owned or controlled by a government agency and includes any subsidiaries or entities owned or controlled by that agency.

1.9 BIDDER'S INVESTIGATION AND REPRESENTATION

The Bidder must examine the contract forms and tender documents, including plans, drawings, Department specifications, and special provisions, to clearly understand the requirements of the project(s) and to carefully investigate and satisfy themselves of every condition affecting the project(s), including the site conditions and the labour and material to be provided. The contract forms and Department specifications are available on Alberta Transportation's web site at <u>https://www.alberta.ca/construction-contract-templates.aspx</u>. The Bidder agrees that submission of a tender is conclusive evidence that the Bidder has made such investigation; and that, whether or not he has so investigated, he is willing to assume and does assume all risk regarding conditions affecting the project.

The Bidder acknowledges and agrees that, where provided, any information pertaining to subsurface soil, rock and groundwater conditions indicated on the borehole/test pit logs shown on the drawings: 1) has been obtained for design purposes; and

2) is valid only at the specific locations of the boreholes/test pits and only on the date(s) that the subsurface investigation(s) took place. Bidders may wish to supplement this information, for their purposes, by performing additional investigations.

The submission of a tender also constitutes a representation by the Bidder that:

- (i) the Bidder has complied with all bidding requirements;
- (ii) the Bidder is qualified and experienced to perform the Work in accordance with the tender documents;
- (iii) the bid is based upon performing the Work in accordance with the tender documents, without exception; and
- (iv) the price or prices stated in the tender cover all the Bidder's obligations under the Contract and all matters and things necessary for the performance of the Work in accordance with the tender documents.





1.10 PRE-TENDER MEETING

No pre-tender meeting will be held for this project.

1.11 **PROJECT INQUIRIES**

Direct all inquiries to:

ROHI Engineering Ltd. Mr. Glen Sandin E-mail: glen@rohiengineering.com Phone: (403) 783-1206

When submitting inquiries, identify the tender number in e-mail subject line.

The Bidder is encouraged to submit questions as early as possible during the tendering period.

The Bidder must submit their inquiries no later than 2:00:00 p.m., three (3) business days prior to the tender Closing Date and Time identified in the section "NOTE TO BIDDERS" or as amended. Any inquiries received after this date may result in the inquiry not being responded to.

1.12 INTERPRETATION AND REVISION OF TENDER DOCUMENTS

The Bidder must submit all questions about the meaning and intent of the tender documents directly to the contact identified in Instructions to Bidders section 1.11 Project Inquiries. Interpretations and revisions considered necessary in response to such questions will be issued by the County in writing in the form of addenda.

Addenda may also be issued by the County to revise the tender documents as deemed necessary.

It is the Bidder's responsibility to notify the County, in writing, of any ambiguity, divergence, error, or omission, oversight, contradiction, or item subject to more than one interpretation in these tender documents, as it is discovered, and to request any instruction, decision, or direction required for the Bidder to bid.

If an inquiry requires an interpretation or revision of the tender documents, the response to that inquiry will be issued in the form of a written addendum, to ensure that all bidders base their bids on the same information.

Replies to questions, interpretations and revisions made in a manner other than by written addendum are not binding.

1.13 ADDENDA

Further to Instructions to Bidders Section 1.4.3, Acknowledging Addenda, addenda, when issued, form part of the tender and Contract documents.

During the tendering period, all addenda issued by the County will be posted and available for free download from the Alberta Purchasing Connection Website (www.purchasingconnection.ca).

Each Bidder is solely responsible for ascertaining that, prior to the time fixed for receiving tenders, it has obtained all addenda issued by the County.





1.14 WITHDRAWAL OR CHANGE OF TENDER

1.14.1 WITHDRAWAL OF TENDER SUBMISSION

A Bidder may withdraw its tender by submitting a request in writing signed by an authorized officer of the Bidder. Such request may be in the form of an e-mail. The request must be received in accordance with Instructions to Bidders Section 1.1, Conditions for Tender Submission, prior to the tender Closing Date and Time.

1.14.2 NO WITHDRAWAL

No Bidder may withdraw a tender at or after the time fixed for receiving tenders until:

- (i) some other Bidder has entered into a Contract with the County for the performance of the project specified in these tender documents and provided the required security and evidence of insurance coverage in accordance with General Specifications 1.2.3, Security and 1.2.4, Insurance, which must be satisfactory to the County and in compliance with Instructions to Bidders Section 2.7.2, Tender Security, or
- (ii) thirty-five (35) calendar days after the time fixed for receiving tenders unless the County has notified the bidder that they are the successful bidder; whichever occurs first.

The 35 day acceptance period referred to above will commence at 11:59:00 p.m. of the Closing Date and will terminate at 11:59:00 p.m. of the 35th day thereafter. If the 35th day falls on a weekend or statutory holiday, such day(s) will be omitted from the computation.

1.14.3 CHANGES TO TENDER SUBMISSIONS

A Bidder wishing to make changes to its tender before the tender Closing Date and Time may withdraw the tender submission and the modified tender may then be resubmitted in compliance with Instructions to Bidders Section 1.1, Conditions for Tender Submission, up to the tender Closing Date and Time. Bidders are advised that requests for withdrawal of tender submissions must comply with Instructions to Bidders Section 1.14.1, Withdrawal of Tender Submission.

If the changes to its tender are only an amendment to the unit price schedule, the Bidder may send a completed copy of the "TENDER AMENDMENT FORM" included in the tender document to the email address as shown on the Tender Amendment Form. The email subject title shall contain the following:

Contract No. 25-029 – Tender Amendment – Name of Bidder

To be acceptable, the form must be completed in full including the legal name of the Bidder and the changes to be made, and it must be signed by an authorized officer of the Bidder and received before the tender Closing Date and Time in accordance with the Instructions to Bidders Section 1.1, Conditions for Tender Submission. The form must also be submitted in an unprotected searchable portable document format (PDF).

The Bidder is responsible for ensuring its modifications are received before the tender Closing Date and Time and are legible, clear as to the intent, unambiguous, and comply with the terms of the tender document. Failure of the Bidder to do the foregoing will render these modifications null and void. The County assumes no responsibility or liability for the content of modifications, or for modifications that are, for any reason, delayed, illegible, unclear as to intent, ambiguous, contrary to these instructions, or otherwise improperly received. The County, at its sole discretion, may reject





modifications in accordance with the terms of the Tender Amendment Form or may reject the tender in accordance with Instructions to Bidders Section 1.5, Rejection of Tenders, or both.

Prices must not exceed two decimal places. If a submitted unit price schedule change contains prices exceeding two decimal places, the County will round to the nearest two decimal places with .005 being rounded upwards. Bidders will be bound to such rounded amounts.

The "Tender Amendment Form", if applicable, must be completed by identifying only the changes required:

a) Estimated Quantity Changes

For bid items where the unit price is fixed and the Bidder is required to provide an estimated quantity (for example site occupancy), show the amount of the increase or decrease of the quantity in the "Estimated Quantity Changes + or -" column and the total value of the change in the "Net Change to Total Bid + or -" column. Use the unit price as it appears in the unit price schedule as the unit price in the Tender Amendment Form.

In case of discrepancy, the estimated quantity figure in the "Estimated Quantity Changes + or -" column will take precedence over the amount in "Net Change to Total Bid + or -" column, and the unit price in the unit price schedule will take precedence over the unit price in the Tender Amendment Form;

b) Unit Price Changes

For bid items where the Bidder is required to provide a unit price, show the amount of the change to the unit price in the "Unit Price Changes + or -" column, and the total for each change in the "Net Change to Total Bid + or -" column. Use the estimated quantity as it appears in the unit price schedule as the estimated quantity in the Tender Amendment Form.

In case of discrepancy, the change to the unit price figure in the "Unit Price Changes + or -" column will take precedence over the total change in the "Net Change to Total Bid" column;

c) Lump Sum Changes

For bid items where the Bidder is required to provide a lump sum, leave a blank space in the "Unit Price Changes + or -" column, and enter the amount of the lump sum change in the "Net Change to Total Bid + or -" column; and

d) Net Change to Total Bid

Show the sum of all items in the "Net Change to Total Bid + or -" column in the space after "Increase (+) or Reduce (-) Total Tender By".

If arithmetical errors are discovered, the changed estimated quantities or unit prices, as applicable, will be considered as representing the Bidder's intentions; and the net change to total bid price extensions and the change to total tender amount entered in the Tender Amendment Form will be corrected accordingly by the County. The Bidder will be bound to such corrected amounts.





1.15 TENDER OPENING

Tenders will be opened in public, and all Bidders are invited to attend. The legal name of each Bidder and the Total Tender as stated in the unit price schedule and as modified by Tender Amendment Form when applicable, will be read aloud. The reading aloud of the Total Tender will not be considered a representation or warranty that the price is correct and the tender is valid.

1.16 TENDER VALIDATION

The County will check the completeness and accuracy of all Bidders' tender submissions in order to determine the lowest compliant bid.

Extensions to unit price items and estimated quantity items entered in the unit price schedule will be verified by the County. If arithmetical errors are discovered:

- for unit price items, then the unit prices will be considered as representing the Bidder's intentions;
- for estimated quantity items, then the estimated quantity will be considered as representing the Bidder's intentions

and the unit price or estimated quantity extensions and the Total Tender amount in the unit price schedule will be corrected accordingly by the County. The Bidder will be bound to such corrected amounts.

If an estimated quantity or unit price is not filled in by the Bidder for an item, but an amount is stated in the Total Bid column, then the County will determine:

- the unit price by dividing the extended amount by the estimated quantity and this unit price value will be considered as representing the Bidder's intentions; or
- the estimated quantity by dividing the extended amount by the unit price and this estimated quantity will be considered as representing the Bidder's intentions.

The Total Tender will be the arithmetically correct sum of the arithmetically correct total bid extensions and lump sums in the unit price schedule.

1.17 INFORMATION DISCLOSURE

(i) The Bidder acknowledges that:

- a) The Freedom of Information and Protection of Privacy Act of Alberta ("FOIP Act") applies to all information and records relating to, or obtained, generated, created, collected or provided under, the tender documents and which are in the custody or under the control of the County. The FOIP Act allows any person a right of access to records in the County's custody or control, subject to limited and specific exceptions as set out in the FOIP Act; and
- b) If Personal Information, as defined in the FOIP Act, is expressly required in the tender documents, the purpose of collecting the Personal Information is to enable the County to ensure the accuracy and reliability of the information, to evaluate the tender, and





for other related purposes of the County. Authority for this collection is the Government Organization Act (Alberta), as amended from time to time and section 33 (c) of the FOIP Act. Before disclosing to the County any Personal Information about any individual who is providing or will provide the services, the Bidder shall obtain the consent of the affected individual. The consent must be in writing, and it must specify to whom the Personal Information can be disclosed; and how the Personal Information can be used. The Bidder shall provide such consents to the County for confirmation and review upon the County's request.

1.18 CONFIDENTIALITY

- (i) Subject to Instructions to Bidders Section 1.17, Information Disclosure, the Bidder and their employees, subcontractors, and agents shall:
 - a) keep strictly confidential all information concerning the County or third parties, or any of the business or activities of the County or third parties acquired as a result of participation in this tender process; and
 - b) only use, copy or disclose such information as necessary for the purpose of submitting a tender or upon written authorization from the County.
- (iii) The Bidder shall maintain security standards, including control of access to data and other information consistent with the highest standards of business practice in the industry.
- (iv) No press release or other public announcement relating to this tender shall be issued without the prior written consent of the County.
- (v) If a Bidder becomes aware of any situation whereby a breach of confidentiality may have or has occurred, the Bidder shall notify and provide details to the County contact shown in the Instructions to Bidders Section 1.11, Project Inquiries as soon as practicable. The Bidder shall cooperate with the County with respect to any directions provided.

1.19 CANADIAN FREE TRADE AGREEMENT AND NEW WEST PARTNERSHIP

The provisions of the Canadian Free Trade Agreement, Part III, Chapter 5 – Procurement and the New West Partnership Trade Agreement apply to this tender process.

1.20 CONFLICT OF INTEREST

Bidders must fully disclose to the contact listed in Instructions to Bidders Section 1.11, Project Inquiries, in writing, the circumstances of any actual, possible or perceived conflict of interest in relation to the Bidder or any employee, sub-contractor or agent, if the Bidder were to become the Contractor pursuant to this tender process. The County will review any submissions by Bidders under this provision and may reject any tender where, in the opinion of the County, the Bidder or any, employee, sub-contractor or agent is, could be, or could be perceived to be in a conflict of interest if the Bidder were to become the Contractor pursuant to this tender pursuant to this tender process.





1.21 GOVERNING LAW

This bid process will be governed and interpreted in accordance with the laws in force in the Province of Alberta and the Bidder irrevocably attorns to the exclusive jurisdiction of the Courts of Alberta.

1.22 LANGUAGE

All tenders, including attachments and other information, must be in English.

1.23 CONTRACT AWARD

Bidders may be a single individual, partnership, corporation, or company. However, if the Bidder is a partnership, corporation, or company it must be registered with the Alberta Corporate Registry prior to Contract award.

1.24 SIGNED CONTRACT PACKAGE

The contract forms and any other applicable forms will be completed by the successful Bidder and included in the signed Contract. Prior to commencement of any activities and at any other time requested by the County, the successful Bidder must provide its security and proof of insurance, satisfactory to the County. Sample copies of these forms are available on-line on Alberta Transportation's web site at: <u>https://www.alberta.ca/construction-contract-templates.aspx</u>

1.25 SPECIFICATIONS, SPECIAL PROVISIONS AND STANDARDS, HIERARCHY OF DOCUMENTS

The following documents apply to this Instructions to Bidders. These documents can be found either in the tender documents or on Alberta Transportation's website. General Specifications are found in General Specifications and Specification Amendments for Highway and Bridge Construction. Specification Amendments are included both in sections 5 and 6 of the tender documents and in the General Specifications and Specification Amendments for Highway and Bridge Construction. In the event of discrepancies, the hierarchy of documents is as follows, in descending order:

- Instructions to Bidders
- Special Provisions
- Project specific construction plans
- Standard construction plans
- Specification Amendments
- Supplemental Specifications
- General Specifications
- Standard Construction Specifications

In the event of a difference between scaled dimensions on Plans and the figures written thereon, the figures govern. In the event that two or more plans show conflicting information, the information on the most recently dated plan govern.

Any technical and manufacturer's standard, Government Act, Regulation, or Code of Practice referred to in the Contract documents will be a reference to the version current at the time the Contract is awarded.





1.26 RATING GUIDE

Each Tender will be evaluated on the basis of the criteria listed below and the 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 the 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 the County to award points in respect of the criteria noted below. The criteria and the maximum number of points for each criterion are as follows:

Total Tendered Price	35 Points	
Experience with similar work	25 Points	
Health & Safety Pre-Qualification Evaluation	20 Points	
References	20 Points	
TOTAL	100 Points	





2.1 CONTRACTOR CHECKLIST

The following items have been included in the tender package submission:

Bid Bond or Certified Cheque (Bid Security)	initial
All pages headed "Tender Forms"	initial
Tender Amendments (if applicable)	initial
Bidder's Schedule	initial
Signed and Sealed Tender	initial
Health and Safety Pre-Qualification	initial
Addenda (if applicable)	initial

2.2 BIDDER'S SCHEDULE FOR WORK

Bidders are required to submit, along with their Tender, this schedule sheet showing their proposed starting date and completion date of this project.

Schedule	Project	Starting Date	*Completion Date
A	Bruce - Mainstreet		
В	Kinsella - Mainstreet		
С	Kinsella – 2 nd Ave		

*N.B. Completion dates that exceed the Contract Completion Date will be considered an unqualified bid and may be rejected.

Contractor's Signature

Date





2.3 EXPERIENCE WITH SIMILAR WORK

Bidders are **required** to submit, along with their Tender, a minimum of two (2) previous projects of **similar scope** completed within the last three (3) years.

Project	Year	Municipality/Company	Contact Name and Number

2.4 REFERENCES

Bidders are **required** to submit, along with their Tender, this table of references from two (2) **different** sources from projects within the last three (3) years.

Project	Year	Municipality/Company	Contact Name and Number

The County may contact references provided by the Tenderer. The County may also contact references known to the County, including County staff, but not provided by the Tenderer. Any information obtained from references may be used by the County in evaluation of the Tender.

2.5 HEALTH AND SAFETY PRE-QUALIFICATION



HEALTH & SAFETY VENDOR PRE-QUALIFICATION

BEAVER COUNTY

GENERAL INFO	RMATION						
Business Name:							
Address:							
City:			Province:		Postal Code:		
Phone:			Email:				
WCB Number:			Number of Employees in Organization:		Type of Company:	□ Corpor □ Partner □ Individ	ship
CONTACT INFO	RMATION						
Primary Contact Name:			Title:				
Phone:			Email:				
Health & Safety Contact Name:			Phone:		Email:		
SUB-CONTRACT	TOR						
Will you be utilizin contractors for the provided?		□ YES □ NO	process or you	County must review and must provide a compl approval by Beaver Cc	eted F-5 form		
List the types of wo	ork your organiz	zation peri	orms:				
SAFETY INFORM	NOITAN						
Does your compar provide a copy of			afety Manageme	ent Program? If yes, pl	ease	□ Yes	🗆 No
copy.	Does your company have a valid Certificate of Recognition (COR)? If yes, please provide a						
Does your company have Safety Job Procedures and Hazard Assessments for the work being provided?					🗆 Yes	🗆 No	
REGULATORY	OMPLIANCE	1					
Has your company last three years? If				es, and/or convictions v	within the	□ Yes	□ No
Are there any HSE-related judgements, claims, or suits pending or outstanding against your company? If yes, please attach details.							

Compl	ete this section if your con	npany do	es N	OT have a valid C	DR.			
Does your company have a written Health and Safety Policy? If yes, please attach a copy.					у.	□ Yes	🗆 No	
Do you have a new hire orientation program?						□ Yes	🗆 No	
Do you have clearly defined Roles and Responsibilities?						□ Yes	🗆 No	
Is there a systematic process for identifying and controlling hazards and risks?						□ Yes	□ No	
Are wor	kers included in the identificat	ion and co	ntrol	of hazards?			□ Yes	□ No
Are wor	kplace inspections conducted	regularly?					□ Yes	🗆 No
Are all p PPE?	personnel trained and/or super	vised in the	e safe	e use of all tools, equi	pment, and		□ Yes	🗆 No
	our company have written proc ?	edure for i	nvest	igation, reporting and	d root cause	9	□ Yes	🗆 No
Do you	have emergency plans and pro	ocedures?					□ Yes	🗆 No
Do you have a workplace Health and Safety Committee or Representative?						□ Yes	🗆 No	
WCB A	ND INSURANCE							
Does your company have a WCB account in good standing? Please provide Clearance Lette					Letter.	🗆 Yes	🗆 No	
Does your company have General Liability Insurance? Please provide proof of insurance.					e.	□ Yes	🗆 No	
	provide vehicle insurance and r County site location. (This can l	•			•	-		
	WCB Statistics for the last 3			2025	202		202	3
	Employers	Premium R	late					
		Industry R	Pata					
		,						
	Rate adjustment; surcharg	-						
Have you ever operated under a different WCB account number?								
If yes, please list account number(s)								
DOCU	MENT CHECK							
WCB Clearance CC			CO	OR Certificate Ge		Genera	Il Liability Insu	rance
	Vehicle Insurance & Registration (if applicable)	Safety Manual Table of Contents (if no COR)						

BEAVER COUNTY

DECLARATION

I declare that I have read and understand the parameters and contents of the Sub-Contractor application, and that the information provided in the document is correct.

BEAVER COUNTY

By submitting an application, I/we agree to release and save harmless Beaver County from all claims, actions, losses, damages, expenses, and costs of any nature whatsoever arising out of, or related to, my/our participation in the services provided.

If awarded work, and while under contract with Beaver County, I/we agree to uphold the requirements of the Alberta Occupational Health and Safety Act, Code and Regulations, and the Beaver County Health and Safety Program.

Beaver County reserves the right in its sole discretion to reject or accept any application and discontinue active and/or non-active services without notice. Beaver County does not guarantee all applicants work.

Applicant	Applicant	Data	
Name:	Sign:	Date:	

SUBMISSION INFORMATION

Include with Submission of Tender Documents

Questions or concerns about the completion of this form can be directed to the Health & Safety Officer by phone, at 780-663-3730 ext. 1027, or by email to cmartin@beaver.ab.ca

COUNTY USE ONLY, DO NOT FILL OUT						
Contractor is accepted as an approved contractor:				🗆 No		
Reviewed By:		Date:				
Approved By Manager: Date:						



2.6 TENDER FOR CONSTRUCTION

To the Contracts and Procurement Coordinator of Beaver County:

(Legal Name of Bidder)

the undersigned, hereby tenders and agrees to execute and construct all the Work of every description required in the construction and final completion of the following project(s):

Schedule "A" Bruce

Main Street

Total Length: 0.430 km

Schedule "B" Kinsella

Main Street

Total Length: 0.265 km

Schedule "C" Kinsella (Deletable)

Main Street

Total Length: 0.165 km

Bruce & Kinsella Road Rehabilitation - 2025-07-INFR

I, the undersigned, having examined and read the tender documents for the above noted project, including all issued addenda (if any), and having visited the site and examined all conditions affecting the Work, am satisfied I understand the tender documents and site conditions and declare myself competent to undertake and complete the Work and to be the prime contractor as set out in the Occupational Health and Safety Act and do hereby irrevocably bid and agree to carry out the Work in strict accordance with the plans and specifications, for the unit prices in the unit price schedule enclosed.

Each Bidder shall ascertain before bid submission that it has obtained all addenda issued by the County and by signing the Tender Form acknowledges that all issued addenda have been examined, read, and considered in their bid.





2.7 UNIT PRICE SCHEDULES

2.7.1 SCHEDULE "A" - BRUCE - MAIN STREET

Iтем No.	DESCRIPTION	Estimated Quantity		TOTAL BID
1	Mobilization (1.2.13)	1	Lump sum	\$
2	Site Occupancy (GCS - 1.2.21) (Special Provisions)	days	\$2,000 per day	\$
3	Cold Milling Asphalt Pavement (HCS 3.16.6) (Special Provisions)	570 m ²	\$ Per square metre	\$
4	Subgrade Excavation (3.1.3) (Special Provisions)	200 m ³	\$ Per cubic metre	\$
5	Granular Fill – Des. 2 Class 25 (HCS - 3.8.5, 5.2.5) (Special Provisions)	450 t	\$ Per tonne	\$
6	Geotextile (Class 3- Woven) – Supply & Install (HCS 5.31.4) (Special Provisions)	400 m ²	\$ Per square metre	\$
7	Asphalt Concrete Pavement (EPS)- Mix Type M1 (PG 52-34) (HCS - 3.50.7, 5.2.5)	920 t	\$ Per tonne	\$
8	Water Valve Adjustments (Special Provisions)	6	\$ Per valve	\$
9	Manhole Adjustments (Special Provisions)	4	\$ Per manhole	\$
	Total Schedule "A" in	Canadian dolla	rs excluding GST	\$





2.7.2 SCHEDULE "B" - KINSELLA - MAIN STREET

Iтем No.	DESCRIPTION	Estimated Quantity		TOTAL BID	
1	Mobilization (GCS 1.2.13)	1	Lump sum	\$	
2	Site Occupancy (GCS - 1.2.21) (Special Provisions)	days	\$2,000 per day	\$	
3	Cold Milling Asphalt Pavement (HCS 3.16.6) (Special Provisions)	560 m ²	\$ Per square metre	\$	
4	Subgrade Excavation (HCS 3.1.3) (Special Provisions)	100 m ³	\$ Per cubic metre	\$	
5	Granular Fill – Des. 2 Class 25 (HCS - 3.8.5, 5.2.5) (Special Provisions)	350 t	\$ Per tonne	\$	
6	Geotextile (Class 3- Woven) – Supply & Install (HCS 5.31.4) (Special Provisions)	300 m ²	\$ Per square metre	\$	
7	Asphalt Concrete Pavement (EPS)- Mix Type M1 (PG 52-34) (HCS - 3.50.7, 5.2.5)	520 t	\$ Per tonne	\$	
8	Water Valve Adjustments (Special Provisions)	1	\$ Per valve	\$	
9	Manhole Adjustments (Special Provisions)	3	\$ Per manhole	\$	
	Total Schedule "B" in Canadian dollars excluding GST				





2.7.3 SCHEDULE "C" - KINSELLA - 2ND AVENUE (DELETABLE)

Iтем No.	DESCRIPTION	Estimated Quantity	UNIT PRICE	TOTAL BID	
1	Mobilization (GCS 1.2.13)	1	Lump sum	\$	
2	Site Occupancy (GCS - 1.2.21) (Special Provisions)	days	\$2,000 per day	\$	
3	Subgrade Excavation (HCS 3.1.3) (Special Provisions)	100 m ³	\$ Per cubic metre	\$	
4	Granular Fill – Des. 2 Class 25 (HCS - 3.8.5, 5.2.5) (Special Provisions)	150 t	\$ Per tonne	\$	
5	Geotextile (Class 3- Woven) – Supply & Install (HCS 5.31.4) (Special Provisions)	100 m ²	\$ Per square metre	\$	
6	Asphalt Concrete Pavement (EPS)- Mix Type M1 (PG 52-34) (HCS - 3.50.7, 5.2.5)	280 t	\$ Per tonne	\$	
7	Water Valve Adjustments (Special Provisions)	3	\$ Per valve	\$	
8	Manhole Adjustments (Special Provisions)	2	\$ Per manhole	\$	
	Total Schedule "C" in Canadian dollars excluding GST				
	\$				





2.8 TENDER AGREEMENT

2.8.1 REJECTION/ACCEPTANCE

The County reserves the right to reject any or all tenders, to accept any tender, or to accept any offer which it may consider in the best interests of the County.

2.8.2 TENDER SECURITY

The undersigned encloses herewith as tender security a bid bond made out to **Beaver County**, or a certified cheque, bank draft or money order payable to **Beaver County** for ______ and the undersigned hereby agrees that should he refuse or fail after the Contract is received, and the Contract is received when opened if delivered by e-mail, or when delivered if using any other means:

- (a) within seven (7) calendar days, to sign and return the Contract to the County for the performance of the Work and/or the supplying of material covered by this tender, and
- (b) within fourteen (14) calendar days, to provide the required security and evidence of insurance coverage in accordance with General Specifications 1.2.3, Security and 1.2.4, Insurance, satisfactory to the County

the tender security is subject to forfeiture to the County, and if a Contract for the project(s) is then entered into with some other party for a greater amount, the Bidder is liable to the County in the amount equal to the difference between the amount of its tender and the amount of the Contract actually entered into, the maximum liability not exceeding the amount of the tender security required under Instructions to Bidders Section 1.4.4, Security.

2.8.3 TENDER WITHDRAWAL

The undersigned hereby acknowledges and agrees that he cannot withdraw this tender at or after the tender Closing Date and Time until:

- (i) some other party has entered into a Contract with the County for the performance of the project specified in the tender documents and provided the required security and evidence of insurance coverage in accordance with General Specifications 1.2.3, Security and 1.2.4, Insurance, which must be satisfactory to the County per Instructions to Bidders Section 2.7.2, Tender Security, or
- (ii) thirty-five (35) calendar days after the time fixed for receiving this tender unless the County has notified them that they are the successful Bidder, whichever first occurs.

The 35 day acceptance period referred to above will commence at 11:59:00 p.m. of the Closing Date and will terminate at 11:59:00 p.m. of the 35th day thereafter. If the 35th day falls on a weekend or statutory holiday, such day(s) will be omitted from the computation.

2.9 CONTRACT

Should this tender be accepted, the undersigned agrees to enter into a written Contract with **Beaver County** for the faithful performance of the Work covered by this tender, in accordance with the said plans and specifications and complete the said project on or before **October 15, 2025.**





2.10 TENDER SIGNING

A representative(s) with the authority to bind the Bidder must sign this tender.

Executed this_____ day of _____, 20_____.

NAME AND ADDRESS OF BIDDER:

(Print or Type)

TELEPHONE:

E-MAIL ADDRESS:

SIGNATURE OF AUTHORIZED REPRESENTATIVE(S): NAME AND TITLE OF AUTHORIZED REPRESENTATIVE(S):

(Print or Type)





2.11 TENDER AMENDMENT FORM

I, _ for _____, the undersigned, modify the unit price schedule

(Legal Name of Bidder)

our tender as shown in the following table:

UNIT PRICE SCHEDULE CHANGES Replaces previous Unit Price Schedule Changes						
Item No.	Description [List bid items that require change to estimated quantity]	Estimated Quantity Changes + or -	Unit Price ^(a)	Net Change to Total Bid + or -		
		day				
		day				
Item No.	Description [List bid items that require change to unit price or lump sum]	Estimated Quantity ^(b)	Unit Price Changes ^(c) + or –	Net Change to Total Bid ^(d) + or –		
INCREASE (+) OR REDUCE (-) TOTAL TENDER BY:						

- (a) For estimated quantity items state the unit price as it appears in the unit price schedule.
- (b) For unit price or lump sum items state the estimated quantity as it appears in the unit price schedule.
- (c) For lump sum items leave "Unit Price Changes + or –" column blank.





- (d) For lump sum items enter + or the change amount in the "Net Change to Total Bid + or -".
- (e) If required, additional amendment items may be added or attached to this form.

Each Bidder shall ascertain before tender submission that it has obtained all addenda issued by the County and by signing the Tender Amendment Form acknowledges that all issued addenda have been examined, read, and considered in their bid.

We also acknowledge and agree that:

- 1. This change supersedes all previous changes including those to other bid items. Previously submitted changes are null and void.
- 2. We accept full responsibility for any lack of confidentiality arising from the use of this process.
- 3. Failure of these modifications to be received, on time, legibly, clear as to intent, unambiguously, accurately or completely for any reason will render these modifications null and void.

I am authorized to bind the Bidder:

Authorized Signature

Date

Send by email to pwtenders@beaver.ab.ca

(Include in email subject line: "Contract No. 25-029 – Tender Amendment – Name of Bidder")





CONTRACT FORMS

3. CONTRACT FORMS

Beaver County	CONTRACT (Page 1)
THIS Agreement made and concluded in triplicate as of this	day of,
20_, between Beaver County of the first part and	of the
in the Province of	(hereinafter called "the
Contractor") of the second part.	

WITNESSETH, that for and in consideration of the covenants and agreements on the part of the Beaver County, hereinafter contained and the prices hereinafter mentioned, the Contractor for himself, his executors, administrators and assigns, covenants and agrees with the Beaver County to do, furnish and perform the works, materials, matters, and things required to be done, furnished and performed, in the manner hereinafter described, in connection with the following work or works, namely:

Schedule "A" Bruce Main Street Total Length: 0.430 km Schedule "B" Kinsella Main Street Total Length: 0.265 km Schedule "C" Kinsella (Deletable) Main Street Total Length: 0.165 km

Bruce & Kinsella Rehabilitation - 2025-07-INFR

in strict accordance with the plans and specifications of said work hereto attached, and to deliver the same over, complete and fully finished in every particular to Beaver County on or before: **October 15**, **2025**.





CONTRACT FORMS

Beaver County

CONTRACT (Page 2)

It is mutually agreed that the attached Tender or proposal and bond of the Contractor, together with the plans, specifications and any special provisions herein designated and referred to are hereby made and shall be considered part of this Agreement the same as if herein fully set forth.

IN CONSIDERATION WHEREOF, and upon the Contractor fully completing and executing in every particular the work herein contracted for within the time hereinbefore set out, and upon the said Contractor satisfying the said Beaver County that all just claims for labour and materials and for damages in connection with the work have been paid, the said Beaver County covenants, promises and agrees to pay unto and to the said Contractor for the actual amount of work done and materials in place at the unit prices stated in the Contractor's attached proposal or Tender.

IN WITNESS WHEREOF, the Contractor has hereunto set his hand and seal as of the day and year herein mentioned, and these presents have been signed and sealed by the representatives of Beaver County, on behalf of Beaver County.

SIGNED, SEALED AND DELIVERED BY THE CONTRACTOR IN THE PRESENCE OF:

Contractor (Authorized Signature)

Witness

Contractor (Printed Name)

SIGNED AND SEALED ON BEHALF OF Beaver County				
	per			
Witness	per			





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CONTRACT FORMS

Beaver County

CONTRACT (Page 3)

Beaver County assigns the roles and responsibilities of Prime Contractor to the Contractor.

The Contractor agrees to and understands and accepts the role of the Prime Contractor as outlined in the Occupational Health and Safety Act.

SIGNED, SEALED AND DELIVERED BY THE CONTRACTOR IN THE PRESENCE OF:

Witness

Contractor (Authorized Signature)

Contractor (Printed Name)







SPECIAL PROVISIONS

4. SPECIAL PROVISIONS

4.1 STANDARD SPECIFICATIONS, SPECIFICATION AMENDMENTS AND TYPICAL DRAWINGS

4.1.1 GENERAL

All reference to "Specifications" in this Tender document will be understood to mean Government of Alberta – Transportation's *Standard Specifications for Highway Construction* (Edition 16, 2019) unless otherwise noted.

4.1.2 ALBERTA TRANSPORTATION AND ECONOMIC CORRIDORS NAME CHANGE

Due to government reorganization, Alberta Transportation's name has changed. As a result, some specifications, drawings, plans and other documents in this Contract may continue to reference Alberta Transportation, Alberta Infrastructure, Alberta Infrastructure and Transportation or Alberta Transportation and Utilities. Please be advised that any references to Alberta Transportation, Alberta Infrastructure and Transportation, Alberta Infrastructure, Alberta Transportation and Utilities shall Infrastructure and Transportation and Utilities shall mean Alberta Transportation and Economic Corridors.

4.1.3 TRANSITION OF THE CROWN

All instances of Her Majesty the Queen are deleted and replaced with His Majesty the King.

4.1.4 DEFINITIONS

The word "Owner", "County" or "Department" shall mean "Beaver County"

The word "Minister" shall mean the person holding the position or acting in the capacity of the Chief Administrative Officer for Beaver County or their duly appointed representative.

4.1.5 GOODS AND SERVICES TAX (G.S.T.)

Bid prices are to exclude the Goods and Services Tax on all materials and services supplied by the Contractor and incorporated into the work.

The Owner will include the applicable Goods and Services Tax payment on the monthly and final progress payments.

4.1.6 STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION WORK

4.1.6.1 General

The standard specifications for highway and bridge construction work, which shall form part of the Contract, are published in the following Alberta Transportation manuals:

- General Specifications and Specification Amendments for Highway and Bridge Construction
 Edition 16, 2019;
- Standard Specifications for Highway Construction Edition 16, 2019;
- Standard Specifications for Bridge Construction Edition 17, 2020.





SPECIAL PROVISIONS

4.1.6.2 Contract Type

In accordance with the General Specifications Sections 1.2.39, ADJUSTMENT OF COMPLETION DATES, 1.2.40, FAILURE TO COMPLETE ON TIME, and 1.2.43, SEASONAL OR PROLONGED SHUTDOWN, this Contract will be considered a Roadway Contract

4.1.7 ADDITIONAL SPECIFICATIONS AND TYPICAL DRAWINGS

The following additional Specifications and typical drawings, which form part of the Contract, are available for viewing and/or download from the Alberta Transportation's web site at the links shown below:

 Typical minimum requirements for traffic accommodation and construction zone temporary signing are included in the manual entitled "Traffic Accommodation in Work Zones Manual, 2nd Edition, 2018". <u>https://www.alberta.ca/traffic-accommodation-in-work-zones.aspx</u>

It may be necessary for the Contractor to modify these drawings and/or develop new drawings to address non-typical situations when developing the Traffic Accommodation Strategy in accordance with Standard Specifications for Highway Construction Section 7.1, Traffic Accommodation and Temporary Signing.

- Typical minimum requirements for pavement markings are included in the Alberta Transportation manual entitled "Alberta Highway Pavement Marking Guide, 2nd Edition".
 https://open.alberta.ca/dataset/highway-pavement-marking-guide-2nd-edition
- Drawings showing the typical minimum requirements for permanent highway signage.
 https://www.alberta.ca/traffic-control-manuals-and-guidelines.aspx
- Drawings showing the typical minimum requirements for barriers.
 <u>https://www.alberta.ca/standard-drawings-listing-active-individual-files.aspx</u>
- Typical minimum requirements for erosion and sediment control devices.
 <u>https://www.alberta.ca/geotechnical-and-erosion-control.aspx</u>
- Typical minimum requirements for highway street lighting devices are included in the Alberta Transportation manual entitled "Highway Lighting Guide – 2003".
 <u>https://www.alberta.ca/traffic-control-manuals-and-guidelines.aspx</u>
- All other typical plans and drawings are available at the following link: <u>https://www.alberta.ca/cb-6-highway-standard-plates-active.aspx</u>

Hard copy versions of select manuals are available for purchase from:

Telephone: (780) 415-1068

Alberta Transportation Strategic Procurement Branch Suite 303, 3rd Floor, Twin Atria Building 4999 – 98 Ave. Edmonton, AB, T6B 2X3







Bidders are advised that, from time to time, Alberta Transportation may issue revisions to existing drawings, and/or may insert drawings into the above mentioned manuals without re-printing hard-copy editions of the manual. These new and/or revised drawings will be available on Alberta Transportation's web site.

Bidders are further advised that any drawing revisions and/or new drawings that are posted on Alberta Transportation's web site as of five (5) calendar days prior to the date set for receiving tenders, will apply to this project.

Any standard drawings that are not available on Alberta Transportation's web site will be included in the Contract documents.

4.1.8 SPECIFICATION AMENDMENTS

The Specification Amendments listed in the following table are contained in the "General Specifications and Specification Amendments for Highway and Bridge Construction - Edition 16, 2019". Items that are marked with an "X" apply to the tender documents and the Contract, and items that are not so marked do not apply. The Contractor is advised that the applicable Specification Amendments amend the tender documents and Contract and some contain revisions to the payment clauses for the Specifications amended.

Х		AMENDMENTS TO SPECIFICATIONS							
	DESIGNATION	GENERAL DESCRIPTION							
	SECTION 1 – GENERAL SPECIFICATIONS								
	AMC_C125.2	Priority Line Painting for Site Occupancy							
	AMC_C125.3	Non-Priority Line Painting for Site Occupancy							
	AMC_S53.1	Construction Staking and Survey Majority by Contractor							
Х	AMC_S53.2	Construction Staking and Survey Majority by Consultant (rev Sept 2022)							
	AMC_S53.3	Construction Staking and Survey for Bridge Construction							
	AMC_C230	Diesel Fuel Cost Adjustment							
		SECTION 3 – SURFACING							
Х	AMC_S116	Tolerances for Surface Finish							
X	X AMC_S201 Acceptance Testing for Contracts with Small Quantities (less than 1000 tonned Asphalt Concrete Pavement (ACP)								
		SECTION 5 - MATERIALS							
	AMC_S9.4	Supply of Aggregate – Contractor's Supply with Option							
Х	AMC_S9.5	Supply of Aggregate – Contractor's Supply with No Option							
	AMC_S9.6	Supply of Aggregate – Designated Source							
	AMC_C218	Interim Payment for Supply of Materials							
		BRIDGE CONSTRUCTION SPECIFICATIONS							
	AMC_B020	Site Offices for Bridge Structure Construction Not Required							
	AMC_B219	Course of Construction Insurance is Optional							





4.2 AVAILABLE INFORMATION DOCUMENTS

4.2.1 INFORMATION DOCUMENTS

"Information Documents" means those documents, including the information contained therein, of any type and in any form, related to the Project that are made available to the Bidder by the County for the purpose of providing the Bidder with access to information available to the County, including but not limited to documents made available through those websites listed in Section 1.3, Tender Information Documents.

In the Information Documents, "Contractor" is synonymous with "Bidder".

4.2.2 STATUS OF INFORMATION DOCUMENTS

Information Documents or any part thereof, are not incorporated into or form any part of the Contract unless specifically incorporated into Contract Documents as set out in Section 4.2.4, Information Documents Incorporated into Contract Documents.

4.2.3 Use of and Reliance upon Information Documents

Information Documents, including the information contained therein, are only being made available to the Bidder by the County for the purpose of providing the Bidder with access to information available to the County.

The County makes no representations or warranties with respect to the accuracy, completeness or appropriateness of the Information Documents or any information contained therein.

The Bidder shall interpret and draw its own conclusions from the Information Documents at its own risk and is encouraged to obtain specialist advice with respect thereto. The County assumes no responsibility for such interpretations and conclusions.

Information contained in Information Documents may be time sensitive and dates shall be considered when interpreting Information Documents.

The Bidder may only rely upon the data contained in the Information Documents, or parts thereof, which are specifically incorporated into Contract Documents in Section 4.2.4 below, if any, but shall draw their own conclusions from such data and shall not rely on the opinions or interpretations contained therein.

4.2.4 INFORMATION DOCUMENTS INCORPORATED INTO CONTRACT DOCUMENTS

There are no Information Documents incorporated into the Contract documents.

4.3 BEAVER COUNTY'S CONTRACTS AND PROCUREMENT COORDINATOR

The are persons, amongst others, authorized by the Minister to perform, on the County's behalf, any of the County's functions under the contract.

The Contracts and Procurement Coordinator for the Contract will be:

Ms. Peggy Ewert Box 140, 5120-50 St pwtenders@beaver.ab.ca (825) 385-0051





4.4 CONSULTANT

The Consultant, as defined in Section 1.1.7, Consultant, of the "General Specifications and Specification Amendments for Highway and Bridge Construction - Edition 16, 2019"; and as referenced in the specifications, will be: **ROHI Engineering Ltd.**

4.5 PRIME CONTRACTOR

The Contractor's attention is drawn to the General Specifications and Specification Amendments for Highway and Bridge Construction, Edition 16, 2019, Specification 1.2.13, "Occupational Health and Safety Act," and Section 1.2.13.1, "Prime Contractor."

The successful Contractor is advised that he will be required to acknowledge his acceptance of "Prime Contractor" roles and responsibilities.

4.6 SCOPE OF WORK

Unless otherwise specified, the Contractor must supply all materials necessary to complete the Work. A complete job is called for, therefore any labour, material, equipment, tool or incidental item not specifically mentioned, but necessary for completeness will be considered incidental to the Work, and no separate or additional payment will be made.

The scope of work for these schedules includes, but is not limited to, the following:

- Subgrade Excavation
- Geotextile (Class 3- Woven)- Supply & Install
- Granular Fill (Des. 2 Cl. 25)
- Granular Base Course (Des. 2 Cl. 25)
- Asphalt Concrete Pavement (EPS)
- Other Work as shown on drawings or indicated in the unit price schedule.

The Contractor is to be made aware that each roadway shall be reclaimed to its previous condition or better upon completion of all work. Inclusive of road slopes, drainage, grassed areas or additional parking locations. This may require handwork to ensure smooth transitions from the work footprint to the surrounding terrain is achieved. There will be no additional payments made for reclamation and shall be considered incidental to the work.

4.7 GENERAL LIABILITY INSURANCE

Contrary to the General Specifications and Specification Amendments for Highway and Bridge Construction, Edition 16, 2019, Specification 1.2.4, "Insurance". The Comprehensive General Liability Insurance shall not be less than five million dollars (\$5,000,000) per occurrence with Beaver County and ROHI Engineering Ltd. named as insured throughout the life of the Contract.

4.8 WORKING RESTRICTIONS

The Contractor is advised that no work can be performed on Schedule "A' in the Hamlet of Bruce from August 22nd to August 25th, 2025.





4.9 ACCOMMODATION OF TRAFFIC

Traffic Accommodation shall be carried out in accordance with Specification 7.1, Traffic Accommodation and Temporary Signing, of the Standard Specifications for Highway Construction; the following Provisions; and as directed by the Consultant.

The County reserves the right to modify the Contractor's operations if in the opinion of the Consultant, traffic is being unduly hindered.

Traffic shall be maintained on the existing roadway throughout the duration of this Contract unless authorized by the Consultant. The Contractor may need to provide suitable provisions to safely accommodate the travelling public around the work area for a portion of the project through the utilization of local roads as an off-site detour. Prior to any prolonged shut down of construction, the Contractor shall ensure that any disturbed roadway surface is restored to a condition suitable for traffic operations as directed by the Consultant.

The contractor shall develop a communication strategy to be implemented prior to commencing construction. The communication strategy shall be submitted with the Traffic Accommodation Strategy and shall address liaising with Beaver County and notification of emergency services including the RCMP and ambulance services.

4.10 HAUL ROAD AND DETOUR ROAD MAINTENANCE AND RESTORATION

4.10.1 HAUL ROAD MAINTENANCE

The Contractor shall be responsible for the maintenance and restoration of all haul roads. Contrary to Section 4.5.3.3. and 4.5.5.2. of Specification 4.5 "Hauling", no payment will be made by the County for the restoration of the Haul Roads damaged by the Contractor's Operations. This will include but will NOT be limited to any gravel surfacing, dust abatement, asphalt stabilized base course or asphalt concrete pavement materials.

4.10.2 ROAD USE AGREEMENT

The Contractor shall enter into a Local Road Use Agreement with Beaver County or neighbouring jurisdictions. The agreement will cover the use of local roads as haul roads and detour roads and will address maintenance and restoration of roads used under this contract.

Roadata Services Ltd. 1-877-236-6445

4.11 CONTRACTOR'S USE OF LIME

Contrary to Section 2.3.6.13.5, Drying Wet Material of the Standard Specifications for Highway Construction, the County <u>will not</u> reimburse the Contractor for 50% of the cost for the supply of lime for drying wet materials. If the Contractor elects to use lime for drying, no separate or additional payment will be made for the work.





4.12 ENVIRONMENTAL

Two weeks prior to the pre-construction meeting, the Contractor shall provide an Environmental Construction Operations (ECO) plan to address items such as the effects of the construction on the environment, storm runoff management, accidents and malfunctions, effects of variation of the construction schedule and monitoring.

Construction work will not be permitted to start until the ECO plan has been submitted by the Contractor and reviewed by the Consultant and Permitting Agencies if required.

All costs associated with the ECO plan will be considered incidental to the Work and no separate or additional payment will be made.

4.13 ENVIRONMENTAL CONTROL

4.13.1 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 Consultant and contact the local Conservation Reclamation Officer.

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 above local Conservation Reclamation Officer.

4.13.2 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. Every effort possible is to be made to ensure equipment and trucks are not utilizing any private property to park, drive or turn around on. Any damages resulting from this type of activity shall be repaired at the Contractors expense.

4.13.3 Environmental Protection and Enhancement Act (1993)

The Contractor shall carry out his operations so as to adhere to and meet all guidelines as set out in the Environmental Protection and Enhancement Act (1993).

4.13.4 WEED CONTROL

The Contractor shall satisfy the County and the Consultant that prior to mobilizing equipment to the project site, all equipment has been sufficiently cleaned and is weed-free.

4.13.5 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 Consultant's Representative is to be informed immediately. Pursuant to information from the appropriate governing body, it may be necessary for Beaver County to issue further instructions regarding the documentation of these resources.





4.13.6 WATER SOURCE REQUIREMENTS

Prior to drawing water from sources along the project, the Contractor shall ensure the adjacent landowner is made aware and that a Temporary Diversion License (TDL) is obtained from Alberta Environment and Parks. Guidelines and application information for the TDL can be found at the flowing link: <u>https://www.alberta.ca/temporary-diversion-licence.aspx</u>

All costs associated with the requirement, acquisition of water and the associated TDL will be considered incidental to the Work and no separate or additional payment will be made.

4.14 CONTROL OF CLUBROOT

4.14.1 GENERAL

Clubroot, caused by Plasmodiophora brassicae, is a serious disease of cruciferous crops (i.e. mustards, canola, etc.) which can result in reduced to severe yield losses. Clubroot was declared a pest under Alberta's Agricultural Pests Act in April 2007. Enforcement of the Act is the responsibility of the Agricultural Service Board located in each municipality.

4.14.2 ECO PLAN REQUIREMENTS

As part of the ECO Plan, the Contractor shall detail his proposed Clubroot control measures for soil disturbance work at locations involving Clubroot infected soils.

Details should include equipment cleaning procedures and shall be in accordance with - <u>https://www.alberta.ca/best-management-practices-equipment-</u> sanitation#:~:text=Removing%20soil%20and%20plant%20debris,2%25%20active%20ingredient%2 Obleach%20solution)

Soil disturbance work shall not commence until the Contractor's ECO Plan has been reviewed and accepted by the Consultant.

All costs associated with the implementation of Clubroot control measures, including those required by the applicable Agricultural Service Board, will be considered incidental to the Work and no separate or additional payment will be made.

4.15 WORK IN THE VICINITY OF UTILITIES

4.15.1 GENERAL

The Contractor's attention is drawn to Section 1.2.15, Safeguarding Utility and Railway Installations, of the General Specifications and Specification Amendments.

4.15.2 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 pipeline damaged as a result of the construction.

4.15.3 TELEPHONE FACILITIES

There are above-ground telephone facilities and multiple buried telephone cables within the project limits, both paralleling and crossing the road. The Contractor shall familiarize himself with the location of the facilities prior to commencing any work.







The buried cables and above-ground facilities in some locations may require temporary relocation. The Contractor must provide the utility operator with at least six (6) weeks notice prior to commencing construction to allow for scheduling of relocation. The Contractor shall be solely responsible for the timely completion of telephone facility relocation. No separate payment shall be made to the Contractor for delays or changes in construction operations arising from scheduling conflicts with the utility operator.

4.15.4 Power Lines

There are above-ground and buried power cables within the project limits, both paralleling and crossing the road. The Contractor shall familiarize himself with the location of the facilities prior to commencing any work.

Although it is not anticipated, power poles or underground power lines in some locations may require re-setting and relocation during construction. The Contractor must provide the utility operator with at least six (6) weeks notice prior to commencing construction to allow for scheduling of relocation. The Contractor shall not work within proximity of power lines, buried cables and power poles unless cleared to do so by the utility operator. The Contractor shall be solely responsible for the timely completion of power pole relocation. No separate payment shall be made to the Contractor for delays or changes in construction operations arising from scheduling conflicts with the utility operator.

4.16 GENERAL SPECIFICATION 1.2.58 "DIESEL FUEL COST ADJUSTMENT"

General specification 1.2.58 "Diesel Fuel Cost Adjustment" will not be used on this project.

4.17 LANDOWNER RELEASE

While undertaking the work the Contractor may be required to work adjacent to or enter private property to successfully complete the work. In such locations where private land is worked or entered upon, the contractor will be required to obtain landowner permission and a subsequent "Landowner Release" outlining each landowner's acceptance of the condition of which their property has been left for any disturbance to private or crown property. Upon completion of work, on any given land, and prior to final inspection, the Contractor will arrange for the Consultant, Contractor and each landowner to meet and have the release signed. These landowner releases shall be supplied to the Consultant prior to the release of the final holdback on the project.

In addition, the Contractor shall indemnify and hold harmless Beaver County and their Consultant for any claims the landowners may have regarding the Contractor's work on private or crown lands.

4.18 CONSTRUCTION STAKING

Contrary to Section 1.4 'Construction Staking and Survey by Consultant' of the General Specifications and Specification Amendments for Highway and Bridge Construction the Consultant will provide baseline survey stakes and work stakes placed at 30-metre intervals not the specified 20-metre intervals.

The Consultant will provide:

• Baseline at 30-meter intervals w/ Baseline plus's (Roadway)







The Contractor will be required to perform road top grades (Subgrade and GBC), ditch staking and grading with their own forces. Upon the Contractor informing the Consultant, the Consultant's Surveyor shall check the roadway for crown prior to Geotextile and GBC placement and upon GBC placement and grading completion. If the Consultants Surveyor is required to return for any additional trips to check the crown on either subgrade or GBC, the Contractor may be charged for each additional trip. Any further or additional staking shall be the responsibility of the Contractor. The Contractor shall be required to provide a survey aid occasionally to assist the Project Manager in any measurements or survey requirements during construction.

Although there are situations when initial Baseline stakes can't be saved for the duration of the project, the Contractor is reminded that the stakes are placed for their use as well as for use by the County and their representing Consultant. If the Contractor is not making reasonable effort to preserve these stakes they may be charged for their re-installation.

4.19 SITE OCCUPANCY

This tender has multiple schedules, each containing its own site occupancy bid item. As per General Specifications and Specification Amendments for Highway and Bridge Construction section 1.2.41.2, Calculation of Site Occupancy Days, site occupancy will be charged for work completed on each respective schedule. Each schedule shall be administered separately regarding site occupancy calculations. Therefore, each schedule that has work performed on the same day shall be assessed a site occupancy day unless previously agreed to by the Consultant.

Site occupancy will commence on the day of the first disturbance within the Right-of-Way including any work that is performed on the project. The Contractor is to be aware that in addition to General Specification 1.1.27 "work", shall also be deemed as any work performed on the project in which there is: (a) forward progress on any bid item and/or (b) requiring surveying, supervision, inspections, and approvals regardless of the time worked, quantity or significance to the project.

4.20 COLD MILLING

Cold milling asphalt pavement shall be performed in a manner which prevents the tearing and breaking of underlying and adjacent pavement and the contamination of the RAP with granular, subgrade or deleterious materials. All RAP shall be loaded directly to trucks from the milling machine and hauled to stockpile or disposed of.

The milled roadway surface shall be swept clean prior to opening to traffic. At locations including but not limited to urban areas and bridge decks, the Contractor shall sweep the surface in a manner which minimizes dust.

The Contractor shall, at his own expense, promptly repair any localized areas of distress in the milled surface that may present a hazard to traffic.

In the event of rain or other inclement weather, the Contractor shall suspend cold milling operations. The Contractor shall make necessary allowances for drainage of water that may pond in areas where the milled sections have not been paved.





Payment will be made at the unit price bid per square metre for "Cold Milling Asphalt Pavement". This payment will be full compensation for cold milling the asphalt pavement, sweeping the milled surface, loading the RAP into trucks, stockpiling or disposing of the RAP material.

4.21 SUBGRADE EXCAVATION

This work shall be carried out in accordance with Specification 3.1.2.1, Subgrade Excavation, of the Standard Specifications for Highway Construction; and as directed by the Consultant.

Upon the subgrade excavations being completed, the Contractor and Consultant shall roll test the subgrade surface using loaded tandem water truck to its maximum legal capacity, if no yielding areas are encountered and road grade and road crown are verified, placement of geotextile and GBC shall proceed. If yielding areas are identified during the roll test, these areas shall be further excavated and repaired as directed by the Consultant prior to proceeding.

4.21.1 PAYMENT

Payment for this work shall be made at the unit prices bid for "Subgrade Excavation" in the unit price schedules, and will be full compensation for excavating, hauling, disposing of the material and roll testing; including all labour, equipment, tools and incidentals necessary to complete the Work to the satisfaction of the Consultant.

4.22 GRANULAR FILL- DES. 2 CL. 25

If locations of yielding subgrade are identified during roll tests they shall be excavated as directed by the Consultant. Following excavation and preparation of the underlying surface, the Contractor shall supply and install Geotextile (Class 3- Woven) at the bottom of the excavation. The Contractor shall then backfill the excavation in lifts (not greater than 150mm) of granular fill Des. 2 Cl. 25 until the top of the excavation is achieved.

Granular fill shall be done in accordance with Specification 3.8- Granular Fill of the Standard Specifications for Highway Construction.

4.22.1 PAYMENT

Payment for this work will be made at the unit price bid for "Granular Fill - Des. 2. Cl. 25" and will include all labour, equipment and materials supplied by the Contractor to complete the work to the satisfaction of the Consultant.

4.23 GEOTEXTILE (CLASS 3- WOVEN)- SUPPLY & INSTALL

Prior to placement of GBC the Contractor shall supply and Install geotextile (Class 3- Woven) to cover the subgrade surface. Geotextile must be trimmed when required to match with design. Additionally, the Contractor shall be required to place geotextile in excavations of potential yielding areas encountered upon roll testing the subgrade.

Measurement for this item will be the area it covers, as intended by the design, measured by the Consultant utilizing survey, takeoff, or another reasonable method. The quantity of the geotextile measured for payment will be defined solely by the Consultant, acting reasonably.





4.23.1 PAYMENT

Payment for this work will be made at the unit price bid for "Geotextile (Class 3 Woven)- Supply & Install" and will include all labour, equipment and materials supplied by the Contractor, loading, hauling, storage, supply and installation of the geotextile to the satisfaction of the Consultant. Material damaged by the Contractor due to his negligence shall be replaced at his own expense.

4.24 ROAD ALLOWANCES, STREETS, DRIVEWAYS AND PARKING

4.24.1 GENERAL

Road Allowances will be paver laid to the right-of-way limits or as determined by the Consultant. Tie ins to existing asphalt roads shall be as per specification 3.50.5.2.3.

After paving is completed the Contractor will be required to place a fillet of GBC to transition from the elevation of the ACP to natural ground at entrances or as designated by the Consultant.

4.24.2 PAYMENT

Payment for this work will be made at the unit prices bid for "Granular Fill- Des 2 Class 25", "Asphalt Concrete Pavement (EPS)" at the applicable unit price bid for the type of work involved and acceptably completed. The price bid will be considered full compensation for all labour, materials, equipment, tools, and incidentals to complete the Work to the satisfaction of the Consultant.

4.25 WATER VALVE ADJUSTMENTS

The Contractor shall adjust water valves to match elevations of the finished asphalt concrete pavement or surrounding terrain as applicable.

4.25.1 PAYMENT

Payment for this work will be made at the unit price bid for "Water Valve Adjustments" and will include all loading, hauling and disposal of materials, equipment, labour and materials supplied by the Contractor to the satisfaction of the Consultant.

4.26 MANHOLE ADJUSTMENTS

The Contractor shall adjust manholes to match elevations of the finished asphalt concrete pavement or surrounding terrain as applicable.

4.26.1 PAYMENT

Payment for this work will be made at the unit price bid for "Manhole Adjustments" and will include all loading, hauling and disposal of materials, equipment, labour and materials supplied by the Contractor to the satisfaction of the Consultant.





5. SPECIFICATION AMENDMENTS

5.1 AMENDMENTS TO SPECIFICATION 1.2, GENERAL, RE: DISPUTE RESOLUTION PROCESS

- i) Section 1.2.1.2, <u>HIERARCHY OF DOCUMENTS</u>, is revised as follows:
 - The first bullet of the first paragraph of Clause 1.2.1.2 reading "Applicable appendices contained in the document entitled Dispute Resolution Process for Government of Alberta Construction Contracts, Edition 1, 1997" is deleted.
- ii) Section 1.2.57, <u>CLAIMS AND DISPUTE RESOLUTION</u>, is revised as follows:
 - The Contents of Section 1.2.57, CLAIMS AND DISPUTE RESOLUTION, are replaced in their entirety with the following:

1.2.57 CLAIMS AND DISPUTE RESOLUTION

Any claims or demands by the Contractor, arising out of alleged errors, omissions or misrepresentations in the Contract Documents or arising out of acts or omissions of the Consultant, the Consultant's directors, officers, employees, agents, or sub-consultants, in relation to the carrying out of the Work, are to be made only to, or against, the Department. The Contractor waives any right to commence or carry on such claims or demands against any person other than the Department. Unless otherwise agreed to in writing between the Department and the Contractor, all disputes in respect of the application or interpretation of any provision of the Contract shall be determined in accordance with the Dispute Resolution Procedure (as defined in Section 1.2.57.2). Either party may at any time by notice to the other refer to any question in respect of the application or interpretation of any provision of the case of a Claim (as defined in Section 1.2.57.1.1), the Contractor shall follow the Claims Review Process for Contractor Claims (as set out in Section 1.2.57.1).

The Contractor is hereby warned that under applicable laws there may be certain things that have to be done by certain times, otherwise the Contractor may lose its legal right to make, or continue with making, a claim against the Department.

1.2.57.1 Claims Review Process for Contractor Claims

The review of contractor claims is subject to the following process:

1.2.57.1.1 Claims

If a circumstance arises between the Department and the Contractor, in connection with or arising out of the Contract or the carrying out of the Work, which the Contractor believes requires a change in payment or compensation under the Contract or a change in the time required to complete the Contract, such situation is considered a claim (the **"Claim"**).

As soon as the Contractor becomes aware of the Claim, the Contractor shall immediately begin to keep separate daily work records relating to the Claim. The records may include, but are not limited to, accurate quantity measurements, quality reports, actual direct costs, and actual indirect costs. The





Contractor shall provide copies of such records in the manner and at the times requested by the Department.

1.2.57.1.2 <u>Claims Review Process</u>

1.2.57.1.2.1 <u>Notice of Claim</u>

Where the Contractor considers that there is a Claim, the Contractor shall send a notice of the Claim (the "**Notice of Claim**") to the Project Sponsor (as set out in the Contract).

The Notice of Claim must be provided as soon as reasonably possible after the occurrence of the circumstance giving rise to the Claim, and not later than seven days after the occurrence of the circumstance or the Contractor becoming aware of the circumstance. It is imperative that the Contractor provide such notice in such manner and if the Contractor fails to provide such notice in such manner, the Department may assert a claim for damages arising from such failure.

The Notice of Claim shall be in such written form as directed in writing by the Department or be in writing and expressly referring to this Section 1.2.57.1.2.1 and shall set out details about the Claim, including but not limited to:

- a. the Contract number;
- b. *the Contract description;*
- c. Notice of Claim number;
- d. *identification of any documents or particulars that support the Claim (including any written or oral communications related to the Claim);*
- e. detailed description of the substance of the Claim with dates, locations, incurred/projected direct costs (labour, material, equipment, etc.), incurred/projected indirect costs and any other items relevant to the Claim;
- f. relevant provisions of the Contract which support the Claim and the reasons why such provisions support the Claim;
- g. identify whether there is any impact on a critical path that will impact the Detailed Construction Schedule (as set out in the Contract) thereby resulting in additional Site Occupancy Days (as set out in the Contract) and adjustment of Construction Completion Date (as set out in the Contract);
- h. any other information that may be helpful for reviewing the Claim; and
- i. any proposals on ways to mitigate the impact of the Claim.

In order for there to be an efficient and effective understanding of the Claim by the Department, it is incumbent on the Contractor to provide all the necessary information reasonably needed by the Department in order to understand the Claim and to provide all the necessary information in an organized, concise, and logical manner.

Notwithstanding a Notice of Claim has been provided to the Project Sponsor, the Work must proceed or continue without delay.





Contract: 25-029 Road Rehabilitation

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1.2.57.1.2.2 <u>Department Acknowledgement of the Notice of Claim</u>

Upon receipt of the Notice of Claim, the Department shall provide a written acknowledgement to the Contractor and within seven days of the receipt of the Notice of Claim arrange a tri-party meeting of representatives of the Department, the Contractor, and the Consultant. The details of the Claim will be discussed at the tri-party meeting.

1.2.57.1.2.3 <u>Ongoing Effect</u>

If the circumstance giving rise to the Claim has a continuing effect, then the Contractor shall submit to the Department such further information at such intervals as may be reasonably required by the Department.

1.2.57.1.2.4 <u>Review of the Claim</u>

If the Contractor wishes to have the Department review the Claim, the Contractor shall send a written notice to the Project Sponsor (as set out in the Contract), no later than 28 days after submitting the Notice of Claim, expressly referring to this Section 1.2.57.1.2.4 and requesting the Department review the Claim (the **"Level 1 Notice"**). Failure by the Contractor to provide the Level 1 Notice by such deadline shall be deemed by the Department to be an abandonment of the Claims Review Process for Contractor Claims (as set out in Section 1.2.57.1), unless otherwise agreed to in writing by the Department.

The parties will make bona fide efforts to review the Claim but the Work must proceed or continue without delay during the following process to review the Claim:

Level 1 - Review by Consultant

- a. within 14 days of the receipt of the Level 1 Notice, the Level 1 reviewer will provide a written acknowledgement of receipt of the Level 1 Notice to the Contractor;
- b. the Level 1 reviewer shall commence review of the claim as soon as possible and will meet with the Contractor within a period of 30 days from the receipt of the Level 1 Notice. During this meeting, the Level 1 reviewer and the Contractor will start the process of negotiating and entering into a claim review process agreement for the Claim (the "**CRP Agreement**") addressing the schedule for the review, the process for the review (including participants), the date for providing the Level 1 reviewer's decision, and the date for providing the Level 2 reviewer's decision;
- c. the Contractor shall provide any additional information as set out in the CRP Agreement and as may be further required by the Level 1 reviewer;
- d. the Level 1 reviewer shall provide the Contractor with the Level 1 reviewer's decision (the "**Level 1 Decision**") by the date set out in the CRP Agreement;
- e. *if the Contractor is not satisfied with the Level 1 Decision, the Contractor may by the date set out in the CRP Agreement give the Regional Director (as set out in the Contract) written notice (the "Level 2 Notice") that the Contractor is elevating the Claim to the Level 2 review and setting out the aspects of the Level 1 Decision that the Contractor takes issue with and why (failure by the Contractor to provide the takes)*





Level 2 Notice in such manner shall be deemed by the Department to be an abandonment of the Claims Review Process for Contractor Claims [as set out in Section 1.2.57.1], unless otherwise agreed to in writing by the Department).

Level 2 - Review by Owner – Beaver County

- a. within 14 days of the receipt of the Level 2 Notice, the Level 2 reviewer will provide a written acknowledgement of receipt of the Level 2 Notice to the Contractor;
- b. the Level 2 reviewer shall commence and complete review of the claim in accordance with the CRP Agreement;
- c. *if the Level 2 Notice includes new items or issues that were not included in the Notice of Claim, the Level 2 reviewer may refer the new items or issues back to the Level 1 reviewer;*
- d. the Contractor shall provide any additional information as may be required by the CRP Agreement or as may be further required by the Level 2 reviewer;
- e. the Level 2 reviewer shall provide the Contractor with the Level 2 reviewer's decision (the "Level 2 Decision") by the date set out in the CRP Agreement;
- f. *if the Contractor is not satisfied with the Level 2 Decision, the Contractor may submit the Claim to the Dispute Resolution Procedure set out in Section 1.2.57.2.*

The review of the Claim shall end no later than 12 months after the occurrence of the circumstance giving rise to the Claim. If the review of the Claim has not been completed within 12 months after the occurrence of the circumstance giving rise to the Claim, for any reason whatsoever including the inability of the parties to agree on a CRP Agreement, the Claim shall be deemed to have been unequivocally denied by the Department and the Contractor may submit the Claim to the Dispute Resolution Procedure set out in Section 1.2.57.2.

1.2.57.2 **Dispute Resolution Procedure**

Any Claim that has not been resolved by the Claims Review Process for Contractor Claims (as set out in Section 1.2.57.1), or any disagreement or other dispute in respect of the application or interpretation of any provision of the Contract (the "**Dispute**"), will be resolved in accordance with the dispute resolution procedure set out below (the "**Dispute Resolution Procedure**"):

- a. the Dispute Resolution Procedure shall be started by delivery of a notice (the "**Dispute Notice**") in writing and expressly referring to this Section 1.2.57.2, from one party to the other party providing details of a Dispute and invoking the Dispute Resolution Procedure in respect of that Dispute;
- b. any Dispute Notice issued by the Contractor to the Department must be sent to:

Beaver County – Contracts and Procurement Coordinator Box 140, 5120 50th Street, Ryley, Alberta T0B 4A0

c. within 30 days from the receipt of the Dispute Notice, officials designated by the Department and the Contractor will meet (the "**Settlement Meeting**") at a mutually acceptable time and place to make all reasonable efforts to attempt to







resolve the Dispute (all negotiations held pursuant to the Settlement Meeting are to be held on a without prejudice basis and will not be used by either party as evidence at any other proceeding); and

d. *if the Settlement Meeting does not result in resolution of the Dispute, either party may refer the Dispute to a court of law of competent jurisdiction.*

5.2 AMENDMENTS TO SPECIFICATION 1.2, GENERAL, RE: CONTRACTOR MOBILIZING TO SITE

i) Section 1.2.8.1, PRE-CONSTRUCTION MEETING, the last paragraph is replaced with the following:

"The Contractor must provide a list of all planned sub-contractors for the Project and identify which ones he believes should attend the meeting. The Consultant may review the list and may require the Contractor to ensure certain key sub-contractors attend. In addition to the sub-contractors, the Contractor must ensure that its project supervisor and its designated safety and traffic representatives are in attendance. In addition, the Contractor cannot mobilize to Site until after the Contract is executed and the Department has indicated it has received and is satisfied with all requested documents. The Contractor is responsible for ensuring requested documents are provided and understands that the Department will not authorize mobilization to the Site if all requested documents have not been received by the Department. The Contractor acknowledges and agrees that it cannot make a claim for any costs, delays, additional time or completion date adjustments, or damages associated with its delay or failure to submit all requested documents and not being authorized to mobilize to Site."

5.3 AMENDMENTS TO SPECIFICATION 1.2, GENERAL, RE: FORCE MAJEURE

i) The definition of Section 1.1.13, <u>FORCE MAJEURE EVENT</u>, is replaced in its entirety *with the following:*

""Force Majeure Event" means any war, invasion, insurrection, armed conflict, act of foreign enemy, revolution, terrorist act, interference by military authorities, nuclear explosion, contamination by ionizing radiation, epidemic, pandemic including Covid-19, or quarantine restriction that prevents, delays or interrupts the performance of any obligation under this Contract, other than any obligation to pay any money, and provided such event does not occur by reason of:

- *i)* The negligence of the party relying on the Force Majeure Event (or those for whom it is in law responsible); or
- *ii)* Any act or omission of the party relying on the Force Majeure Event (or those for whom it is in law responsible) that is in breach of the Contract."
- ii) Section 1.2.39.2, Force Majeure Delay, is deleted.
- iii) The following is inserted in Section 1.2, <u>GENERAL SPECIFICATIONS</u>:
- 1.2.58 "*Force Majeure Event*







If a Force Majeure Event occurs then notwithstanding any other provision of the Contract:

- iii) To the extent that and for so long as either party is prevented by the Force Majeure Event from performing any obligation under the Contract, that party is relieved from liability due to its inability to perform or delay in performing that obligation; and
- *iv)* If the Force Majeure Event wholly or substantially prevents the Contractor from proceeding with the Work then the specified or adjusted interim completion date or Construction Completion date as applicable shall be adjusted for the period of the Force Majeure Event.

Upon either party becoming aware of the occurrence of a Force Majeure Event that prevents that party from performing any obligation under the Contract, that party shall in a timely manner give the other party notice of the Force Majeure Event, including reasonable details of the anticipated effects on performance of the Contract, and thereafter the Contractor shall, on an ongoing basis, notify the Department of its plans for remedying or mitigating the effects of the Force Majeure Event.

If the Contractor anticipates that the Force Majeure Event will delay completion of the applicable Work by the specified interim completion date or Construction Completion date as applicable, but is of the opinion the delay can be avoided or mitigated through extraordinary measures, the Contractor may propose to the Department that such extraordinary measures be taken by the Contractor at the Department's expense."

5.4 AMENDMENTS TO SPECIFICATION 1.2, GENERAL, RE: 1.2.16.3 ENVIRONMENTAL CONSTRUCTION OPERATIONS PLAN

i) The following paragraph is added to the beginning of Section 1.2.16.3, Environmental Construction Operations Plan:

If the Environmental Risk Assessment identifies that this Project is on the ECO Plan Exemption List, the Contractor will not be required to prepare an ECO Plan. If the Project is exempt from ECO Plan requirements, the Contractor must still comply with conditions found within the current version of the Department's ECO Plan Exemption List and all applicable legislation, regulations, and Environmental Permits. The ECO Plan Exemption List can be found here:

https://www.alberta.ca/transportation-and-water-project-environmentalrequirements.aspx

ii) The first paragraph starting with "The Contractor must prepare and implement..." of Section 1.2.16.3, Environmental Construction Operations Plan, is replaced in its entirety with the following:

If the Project is not exempt, the Contractor must prepare and implement an Environmental Construction Operations Plan (ECO Plan) for the Contractor's work related to the Project in accordance with the current version of the Department manual entitled "Environmental Construction Operations (ECO) Plan Framework", and in compliance with applicable legislation, regulation, and Environmental Permits. The ECO Plan must address all







environmental conditions and sensitivities including, but not limited to: erosion control measures under the Contractor's control during the Project, statutory and regulatory requirements, and appropriate mitigations measures to address risks identified in the Environmental Risk Assessment and the tender document.

iii) The paragraph starting with "The costs of correcting an infraction of the ECO Plan ..." of Section 1.2.16.3, Environmental Construction Operations Plan, is replaced in its entirety with the following:

The costs of correcting an infraction of the ECO Plan or regulatory requirement as well as any costs associated with a Work suspension are the responsibility of the Contractor; and the Contractor will not have any claim for standby costs or a completion date extension resulting from such cases.

5.5 AMENDMENTS TO SPECIFICATION 1.2, GENERAL, RE: 1.2.55 CONTRACTOR'S WARRANTY PERIOD AND FINAL ACCEPTANCE

The paragraph of General Specifications Section 1.2.55 CONTRACTOR'S WARRANTY PERIOD AND FINAL ACCEPTANCE, which reads:

"Unless otherwise specified, the warranty period:

- is two years for Bridge Structures and Bridge Culverts;
- one year for other Work;

Commences on the date of Construction Completion as determined by the Department."

has been replaced by following:

"Unless otherwise specified, the warranty period is:

- one year for a Roadway Contract;
- two years for a Bridge Only Contract;
- for a Combined Contract, one year for bid items contained in the portion of the unit price schedule under the Roadway heading and two years for bid items contained in the portion(s) of the unit price schedule under the Bridge heading(s); and
- For all other contracts, warranty period is one year.

The warranty period commences on the date of the acceptance in the Construction Completion Certificate, in accordance with the General Specifications Section 1.2.17 CONSTRUCTION COMPLETION CERTIFICATE AND ACCEPTANCE."

5.6 AMENDMENT TO SPECIFICATION 1.2, GENERAL, RE: CONSTRUCTION STAKING AND SURVEY - MAJORITY BY CONSULTANT

The following is added before the first paragraph of Section 1.2.50, STAKES, MARKS, AND ENGINEERING TESTS:

Stakes or marks will be set by the Consultant to define the location, alignment, elevation, and grade required for the Work. The Contractor shall give the Consultant a minimum of 24 hours notice of the time and place where the stakes or marks will be needed. The Contractor shall





protect, and shall not remove or destroy or permit to be removed or destroyed, the stakes or marks placed on or about the Work by the Consultant.

The Contractor shall satisfy himself before commencing the Work as to the correctness and meaning of all stakes and marks.

Initially, the Consultant will provide complete baseline survey stakes at 30 m intervals which show offsets and metric station numbers or kilometre chainages that correspond to the control section. Additional baselines may be warranted depending on the complexity and terrain of the project. At least one baseline will note elevations above or below the shoulder grade. Work stakes will indicate the design backslope and/or sideslope cut and fills offset left and right of centerline.

The Consultant will stake offset hubs to mark curb and gutter at a maximum 10 m interval with noted elevations above or below the lip of gutter.

Culvert locations will be staked by the Consultant by placing stakes at the location of culvert ends, placing offset hubs referencing alignment and invert elevations, and noting the sizes, lengths, and design slopes.

Bridge fills will be staked by the Consultant in accordance with the applicable standard drawing(s).

The Contractor shall perform any further required survey to complete and prepare the roadway for final grade stakes.

When the Contractor determines that the roadway is sufficiently completed and prepared for final grading, he shall request that the Consultant provide final grade stakes. The Consultant will provide a maximum of two sets of final grade stakes.

For granular base course construction the Consultant shall provide subgrade shoulder stakes, gravel spread stakes for each lift of construction and superelevation stakes for horizontal curves. For paving construction, the Consultant shall provide centerline nails for each lift of pavement, edge of pavement markings for non-standard cross-sections, tapers, and intersection radii for each lift of pavement and superelevation stakes for horizontal curves.

Notwithstanding these provisions the Contractor shall perform at his own cost, any survey related activities as required and including, but not limited to, the following:

- Layout for interim lane markings, including those for intersection treatments
- String line or other markings for the alignment or grade control of construction equipment.





5.7 AMENDMENTS TO SPECIFICATION 1.1, DEFINITIONS AND INTERPRETATION, RE WORK AND SPECIFICATIONS 1.2, GENERAL, RE ALL OF THE WORK

i) The contents of Section 1.1.27 Work are replaced with "'Work' means all or any part of the labour, materials, equipment, tools and incidentals required to be provided by the Contractor to complete and perform its obligations in accordance with the Contract."

ii) In the first paragraph of Section 1.2.8.3 COMPLIANCE WITH SCHEDULE, the reference to "complete the Work" is revised to "complete all the Work".

iii) In the first paragraph of Section 1.2.17 CONSTRUCTION COMPLETION CERTIFICATE AND ACCEPTANCE, references to "completion of the Work", " inspection of the Work", "find the Work" and "acceptance of the Work" are revised to "completion of all the Work", " inspection of all the Work", "find all the Work" and "acceptance of all the Work" respectively.

iv) In the second, third and fourth paragraphs of Section 1.2.41.9 PAYMENT, references to "completes the Work" are revised to "completes all the Work".

v) In the first paragraph of Section 1.2.55 CONTRACTOR'S WARRANTY PERIOD AND FINAL ACCEPTANCE, the reference to "warrant the Work" is revised to "warrant all the Work".

5.8 AMENDMENTS TO SPECIFICATION 1.2, GENERAL, RE: 1.2.16 ENVIRONMENTAL MANAGEMENT, PRODUCED SAND AND CONTAMINATED SOILS

i) Section 1.2.16.4.4, Produced Sand and Contaminated Soils, is replaced in its entirety with the following:

"Produced Sand and Contaminated Soils

Produced Sand (oilfield waste sand) or any other contaminated soils as defined in Provincial Legislation are prohibited from use as a stand-alone or component material in any or all phases of construction on Alberta Transportation projects including grading, base course, paving and bridge work."

5.9 AMENDMENTS TO SPECIFICATION 1.2, GENERAL, RE: 1.2.18 DAMAGE TO PROJECT

i) The reference to "Queen's enemies" in Clause 1.2.18, DAMAGE TO PROJECT, is revised to read "*King's enemies*".

5.10 AMENDMENTS TO SPECIFICATION 1.2, GENERAL, RE: HOLDBACK

i) The Contents of Subsection 1.2.46.2, **Holdback**, are replaced in their entirety with the following:

"Subject to Section 1.2.46.4, Increase in Holdback, the Department will retain holdback in the amount of 5% of the value of each progress estimate."

ii) The reference to "10%" in Clause 1.2.46.3.1(iii) of Section 1.2.46, <u>PAYMENT AND</u> <u>HOLDBACK</u>, is revised to read "*5*%".





5.11 AMENDMENTS TO SPECIFICATION 3.50, ASPHALT CONCRETE PAVEMENT (EPS)

i) Subsection 3.50.1.2.13, **QA Acceptance Lot** is replaced in its entirety with the following:

A Lot in which all acceptance testing is conducted by the Consultant using quality assurance test procedures as outlined in these specifications. The number and selection of QA Acceptance Lots shall be determined as follows:

- (i) First two Lots of production for each Mix Type used, except for Mix Type S1 in which case the first Lot shall be used, and;
- (ii) One additional random lot for the bottom lift, if two or more lifts are specified, and;
- (iii) Minimum of one additional random Lot per 30 000 tonnes, or portion thereof, of total ACP contract tender tonnage and;
- (iv) Three additional random Lots of top lift production, for each Mix type, if two or more lifts are specified and;
- (v) Any additional Lot(s) chosen by the Consultant.
- ii) Subsection 3.50.2.4, **Reclaimed Asphalt Pavement**, replace the last paragraph in its entirety with the following:

For RAP/virgin aggregate blends greater than 10/90, the Contractor shall adjust the virgin asphalt grade and/or undertake rheology testing of the RAP and virgin asphalt cements according to the requirements listed in Table 3.50.2.4 Asphalt Grade Adjustment and Rheology Testing for RAP Usage. Rheology testing of the blended RAP and virgin asphalt cements shall meet the requirements of the specified grade.

iii) Subsection 3.50.3.4, **Variation from the Job Mix Formula**, replace the second sentence in its entirety with the following:

The Lot Mean Marshal Air Voids, as determined by the Consultant, shall not vary from the air voids in the approval mix design by more than +0.5% and -1.0%. If the Lot Mean Marshall Air Voids vary from the approved mix design by more than the limits as stated, the Consultant may suspend operations. The Consultant will allow paving to resume when the proposed corrective actions is likely to yield air voids that conform to the approved mix design

iv) Table 3.50.4.2 in Subsection 3.50.4.2, **Methods of Testing for Acceptance and Appeal Testing** is replaced in its entirety with Table 1.





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TABLE 1TEST METHODS ON MANAGED QA PROJECTS

	Test Description	Test Method
1	Sampling Mixes	ATT-37
2	Coring	ATT-5
3	Extraction	ATT-12
4	Correction Factor, Extracted Asphalt Content	ATT-12 Part III
5	Percent Fracture	ATT-50
6	Sieve Analysis	ATT-26
7	Density, Immersion Method, Waxed Asphalt Concrete Specimens	ATT-6
8	Density, Immersion Method, Saturated Surface Dry Asphalt Concrete Specimens	ATT-7
9	Density, Using Automated Vacuum Sealing Method	AASHTO T331
10	Air Voids Calculation, Asphalt Concrete Specimens	ATT- 36
11	Percent Compaction, Asphalt Concrete Pavement	ATT- 67
12	Forming Marshall Specimens, Field Method	ATT-13
13	Moisture Content, Oven Method Asphalt Concrete Mixes	ATT-15
14	Smoothness of Pavements using IRI Criteria	Contract Documents
15	Stratified Random Test Sites for A.C.P. Projects	ATT- 56
16	Appeal Testing, Asphalt Content, Density and Gradation	ATT- 68
17	Asphalt Content, Ignition Method	ATT-74
18	Correction Factor, Ignition Asphalt Content	ATT-74 Part II
19	Maximum Specific Gravity of Bituminous Mixes	ASTM 2041
	Additional Test Methods for all QC or QA Acceptance Lots	
20	Asphalt Content	AASHTO T164, T28
20	Asphalt Content	or ATT-12 or ATT-74

NOTES:

- In all test methods used as reference in this specification, metric sieves as specified in Canadian General Standards Board Specification 8-GP-2M shall be substituted for any other specified wire cloth sieves in accordance with Specification 3.2, Aggregate Production and Stockpiling.
- In all cases the latest amendment or revision current at the closing date of the Tender is implied when reference is made to one of the above standards in the Specification.
- v) Table 3.50.4.3 in Subsection 3.50.4.3, **Quality Control Testing** is replaced in its entirety with the following table.

TABLE 3.50.4.3 QUALITY CONTROL TESTING REQUIREMENTS – MANAGED QA TESTING PROJECTS

Test	STANDARD	MINIMUM FREQUENCY
AGGREGATE PRODUCTION		See Specification 3.2
ASPHALT MIX PLANT		
Calibration	ATT-17	Once per project or as required
Inspection	ATT-16	(2)
SAMPLES		





Теѕт	STANDARD	MINIMUM FREQUENCY		
Asphalt Cement	ATT-42	See Specification 5.7		
Tack, Prime and Fog Materials	ATT-42	See Specification 5.7		
Cold Feed Aggregate	ATT-38			
Mix	ATT-37	(2)		
QA Cores - Stratified Random Test Sites Chosen By The Consultant	ATT-56	One per segment for each Lot. One per segment for selected		
i) QA Cores for Pavement Density	ATT-5	Lots as directed by the		
ii) QA Cores for Asphalt Content and Gradation	ATT-5	Consultant.		
TESTS WITH SPECIFIED MINIMUM FREQUENCIES	<u>.</u>	·		
Mix Asphalt Content	AASHTO T164, T287 or ATT-12 or AT-74	(2)		
Correction Factors	ATT-12, Part III or ATT- 74, Part II	As Required		
Mix Moisture Content	ATT-15	(2)		
Aggregate Sieve Analysis	ATT-26	(2)		
Pavement Segregation	Segregation Rating Manual	Each Lot		
Field Formed Marshall Briquettes	ATT-13	(2)		
Density Immersion Method, Saturated Surface Dry	ATT-7	(2)		
Maximum Specific Gravity of Bituminous Mixes (Gmm)	ASTM 2041	(2), (3)		
Void Calculations, Cores or Formed Specimens	ATT-36	(2), (3)		
Pavement Smoothness using IRI Criteria	See Contract Documents	Travel lanes of all top lift paving		
TESTS WITH NO SPECIFIED MINIMUM FREQUENCIES	I			
Temperatures	ATT-30	(1)		
Percent Compaction, Cores or Nuclear Density	ATT-67, ATT-5 or ATT-11	(1), (3)		
Random Test Site Locations	ATT-56	(1)		
Correction Factors, Nuclear Moisture-Density Measurement	ATT-48	(1)		

⁽¹⁾ Minimum Frequency not Specified.

⁽²⁾ When a Lot has eight hours of plant production or more, a minimum of four checks and tests are required. When a Lot has less than eight hours of plant production, these tests shall be performed once for every two full hours of plant production.

- ⁽³⁾ Marshall air voids and pavement percent of compaction calculated using G_{mm}.
- vi) Subsection 3.50.4.4.2.3 Asphalt Mix Sampling is replaced in its entirety with the following:

Sampling of the asphalt mixture for determining Marshall air voids will be carried out by the Consultant using the procedure identified in ATT-37. For each sampling instance, the Consultant shall retain a split sample of a minimum 5,000 g. The split sample will be identified and retained by the Consultant for possible appeal testing for the determination of Lot Mean Maximum Specific Gravity (*G_{mm}*).





vii) Add the following to Section 3.50.4.4.2 Acceptance Sampling and Testing Procedures

3.50.4.4.2.5 Marshall Air Voids

The Marshall density of field formed specimens and Maximum Specific Gravity of loose mix shall be determined by the Consultant. Marshall Air Voids shall be calculated as follows.

Air Voids (%) =
$$\left(\frac{G_{mm} - G_{mb}}{G_{mm}}\right) \times 100$$

Where: G_{mm} = Maximum specific gravity, and G_{mb} = Bulk Density of Marshall or core specimen (kg/m³)

Note: Density is a synonymous term often used within industry in place of Specific Gravity.

viii) Replace the following sentence in Sub Section 3.50.5.4.1 General,

"If required by the Consultant the contact edge of any mat placed by the Contractor shall be coated with a thin film of liquid asphalt before placing the adjacent mat."

In its entirety, with the following:

The contact edge of any mat placed by the Contractor shall be coated with a thin film of liquid asphalt before placing the adjacent mat.

ix) Replace Table 3.50A Unit Price Adjustment for Density with the following table.

			TABLE 3.50 A Adjustment for Di								
N/ 07 0			ADJUSTMENT - DOL								
% оғ G _{мм}		Design Lift Thickness									
Lot Mean	35 mm or Greater Lower Lifts	Less Than 35 mm and Greater than 20 mm Lower Lifts	20 мм Lower Lifts	35 MM OR GREATER TOP LIFT ONLY	LESS THAN 35 MM AND GREATER THAN 20 MM TOP LIFT ONLY						
≥ 94.5	+ 1.00	+1.00	+ 1.00	+ 1.00	+ 1.00						
94.4	+ 0.90	+ 0.90	+ 0.90	+ 0.90	+ 0.90						
94.3	+ 0.80	+ 0.80	+ 0.80	+ 0.80	+ 0.80						
94.2	+ 0.70	+ 0.70	+ 0.70	+ 0.70	+ 0.70						
94.1	+ 0.60	+ 0.60	+ 0.60	+ 0.60	+ 0.60						
94.0	+ 0.50	+ 0.50	+ 0.50	+ 0.50	+ 0.50						
93.9	+ 0.40	+ 0.40	+ 0.40	+ 0.40	+ 0.40						
93.8	+ 0.30	+ 0.30	+ 0.30	+ 0.30	+ 0.30						
93.7	+ 0.20	+ 0.20	+ 0.20	+ 0.20	+ 0.20						
93.6	+ 0.10	+ 0.10	+ 0.10	+ 0.10	+ 0.10						
93.5	0.00	0.00	0.00	0.00	0.00						
93.4	-0.20	0.00	0.00	-0.20	0.00						
93.3	-0.40	0.00	0.00	-0.40	0.00						





			TABLE 3.50 A Adjustment for D	ENSITY					
¥ 05 0			E ADJUSTMENT - DOL						
% OF G _{MM}	Design Lift Thickness								
	35 mm or Greater	Less Than 35 mm and Greater than 20 mm Lower Lifts	20 мм Lower Lifts	35 MM OR GREATER TOP LIFT ONLY	Less Than 35 mm and Greater than 20 mm Top Lift Only				
93.2	-0.60	0.00	0.00	-0.60	0.00				
93.1	-0.80	0.00	0.00	-0.80	0.00				
93.0	-1.00	0.00	0.00	-1.00	0.00				
92.9	-1.20	0.00	0.00	-1.20	0.00				
92.8	-1.40	0.00	0.00	-1.40	0.00				
92.7	-1.60	0.00	0.00	-1.60	0.00				
92.6	-1.80	0.00	0.00	-1.80	0.00				
92.5	-2.00	0.00	0.00	-2.00	0.00				
92.4	-2.20	0.00	0.00	-2.20	-0.20				
92.3	-2.40	0.00	0.00	-2.40	-0.40				
92.2	-2.60	0.00	0.00	-2.60	-0.60				
92.1	-2.80	0.00	0.00	-2.80	-0.80				
92.0	-3.00	0.00	0.00	-3.00	-1.00				
91.9	-3.20	0.00	0.00 0.00 -3.20		-1.20				
91.8	-3.40	0.00	0.00	-3.40	-1.40				
91.7	-3.60	0.00	0.00	-3.60	-1.60				
91.6	-3.80	0.00	0.00	-3.80	-1.80				
91.5	-4.00	0.00	0.00	-4.00	-2.00				
91.4	-4.40	0.00	0.00	-4.40	-2.20				
91.3	-4.80	0.00	0.00	-4.80	-2.40				
91.2	-5.20	0.00	0.00	-5.20	-2.60				
91.1	-5.60	0.00	0.00	-5.60	-2.80				
91.0	-6.00	0.00	0.00	-6.00	-3.00				
90.9	-6.40	0.00	0.00	-6.40	-3.20				
90.8	-6.80	0.00	0.00	-6.80	-3.40				
90.7	-7.20	0.00	0.00	-7.20	-3.60				
90.6	-7.60	0.00	0.00	-7.60	-3.80				
90.5	-8.00	0.00	0.00	-8.00	-4.00				
90.4	50% of Unit Price	-0.20	0.00	OVERLAY OR RM.&RP.	-4.40				
90.3	50% OF UNIT PRICE	-0.40	0.00	OVERLAY OR RM.&RP.	-4.80				
90.2	50% OF UNIT PRICE	-0.60	0.00	OVERLAY OR RM.&RP.	-5.20				
90.1	50% OF UNIT PRICE	-0.80	0.00	OVERLAY OR RM.&RP.	-5.60				
90.0	50% OF UNIT PRICE	-1.00	0.00	OVERLAY OR RM.&RP.	-6.00				
89.9	50% OF UNIT PRICE	-1.20	0.00	OVERLAY OR RM.&RP.	-6.40				





		11	TABLE 3.50 A						
			ADJUSTMENT FOR D						
% OF G _{MM}	Unit Price Adjustment - Dollars per Tonne Design Lift Thickness								
Lot Mean	35 mm or Greater	Less Than 35 mm and Greater than 20 mm Lower Lifts	20 мм Lower Lifts	35 MM OR GREATER	Less Than 35 mm and Greater than 20 mm Top Lift Only				
89.8	50% OF UNIT PRICE	-1.40	0.00	OVERLAY OR RM.&RP.	-6.80				
89.7	50% of Unit Price	-1.60	0.00	OVERLAY OR RM.&RP.	-7.20				
89.6	50% of Unit Price	-1.80	0.00	OVERLAY OR RM.&RP.	-7.60				
89.5	50% OF UNIT PRICE	-2.00	0.00	OVERLAY OR RM.&RP.	-8.00				
89.4	50% OF UNIT PRICE	-2.20	-0.20	OVERLAY OR RM.&RP.	-8.40				
89.3	50% OF UNIT PRICE	-2.40	-0.40	OVERLAY OR RM.&RP.	-8.80				
89.2	50% OF UNIT PRICE	-2.60	-0.60	OVERLAY OR RM.&RP.	-9.20				
89.1	50% OF UNIT PRICE	-2.80	-0.80	OVERLAY OR RM.&RP.	-9.60				
89.0	50% OF UNIT PRICE	-3.00	-1.00	OVERLAY OR RM.&RP.	-10.00				
88.9	50% of Unit Price	-3.20	-1.20	OVERLAY OR RM.&RP.	-10.40				
88.8	50% of Unit Price	-3.40	-1.40	OVERLAY OR RM.&RP.	-10.80				
88.7	50% of Unit Price	-3.60	-1.60	OVERLAY OR RM.&RP.	-11.20				
88.6	50% OF UNIT PRICE	-3.80	-1.80	OVERLAY OR RM.&RP.	-11.60				
88.5	50% OF UNIT PRICE	-4.00	-2.00	OVERLAY OR RM.&RP.	-12.00				
88.4	50% OF UNIT PRICE	-4.40	-2.20	Remove & Replace	-12.40				
88.3	50% OF UNIT PRICE	-4.80	-2.40	Remove & Replace	-12.80				
88.2	50% OF UNIT PRICE	-5.20	-2.60	Remove & Replace	-13.20				
88.1	50% OF UNIT PRICE	-5.60	-2.80	Remove & Replace	-13.60				
88.0	50% OF UNIT PRICE	-6.00	-3.00	Remove & Replace	-14.00				
87.9	50% OF UNIT PRICE	-6.40	-3.20	Remove & Replace	-14.40				
87.8	50% OF UNIT PRICE	-6.80	-3.40	Remove & Replace	-14.80				
87.7	50% OF UNIT PRICE	-7.20	-3.60	Remove & Replace	-15.20				
87.6	50% OF UNIT PRICE	-7.60	-3.80	Remove & Replace	-15.60				
87.5	50% OF UNIT PRICE	-8.00	-4.00	Remove & Replace	-16.00				
87.4	Remove & Replace	50% OF UNIT PRICE	-4.40	Remove & Replace	50% OF UNIT PRICE				
87.3	Remove & Replace	50% OF UNIT PRICE	-4.80	Remove & Replace	50% OF UNIT PRICE				
87.2	Remove & Replace	50% OF UNIT PRICE	-5.20	Remove & Replace	50% OF UNIT PRICE				
87.1	Remove & Replace	50% OF UNIT PRICE	-5.60	Remove & Replace	50% OF UNIT PRICE				
87.0	Remove & Replace	50% OF UNIT PRICE	-6.00	Remove & Replace	50% OF UNIT PRICE				
86.9	Remove & Replace	50% OF UNIT PRICE	-6.40	Remove & Replace	50% OF UNIT PRICE				
86.8	Remove & Replace	50% OF UNIT PRICE	-6.80	Remove & Replace	50% OF UNIT PRICE				
86.7	Remove & Replace	50% OF UNIT PRICE	-7.20	Remove & Replace	50% OF UNIT PRICE				
86.6	Remove & Replace	50% OF UNIT PRICE	-7.60	Remove & Replace	50% OF UNIT PRICE				
86.6	Remove & Replace	50% OF UNIT PRICE	-8.00	Remove & Replace	50% OF UNIT PRICE				





			TABLE 3.50 A					
			E ADJUSTMENT FOR DEI					
% оғ G _{мм}		UNIT PRICE ADJUSTMENT - DOLLARS PER TONNE DESIGN LIFT THICKNESS						
Lot Mean	35 MM OR GREATER LESS THAN 35 MM AND 20 MM GREATER THAN 20 MM LOWER LIFTS LOWER LIFTS LOWER L			35 mm or Greater Top Lift Only	Less Than 35 mm and Greater than 20 mm Top Lift Only			
86.5	Remove & Replace	REMOVE & REPLACE	50% OF UNIT PRICE	Remove & Replace	OVERLAY OR RM.&RP.			
86.4	Remove & Replace	REMOVE & REPLACE	50% OF UNIT PRICE	Remove & Replace	OVERLAY OR RM.&RP.			
86.3	Remove & Replace	REMOVE & REPLACE	50% OF UNIT PRICE	Remove & Replace	OVERLAY OR RM.&RP.			
86.2	Remove & Replace	REMOVE & REPLACE	50% OF UNIT PRICE	Remove & Replace	OVERLAY OR RM.&RP.			
86.1	Remove & Replace	REMOVE & REPLACE	50% OF UNIT PRICE	Remove & Replace	OVERLAY OR RM.&RP.			
86.0	Remove & Replace	REMOVE & REPLACE	50% OF UNIT PRICE	Remove & Replace	OVERLAY OR RM.&RP.			
85.9	Remove & Replace	REMOVE & REPLACE	50% OF UNIT PRICE	Remove & Replace	OVERLAY OR RM.&RP.			
85.8	Remove & Replace	REMOVE & REPLACE	50% OF UNIT PRICE	Remove & Replace	OVERLAY OR RM.&RP.			
85.7	Remove & Replace	REMOVE & REPLACE	50% OF UNIT PRICE	Remove & Replace	OVERLAY OR RM.&RP.			
85.6	Remove & Replace	REMOVE & REPLACE	50% OF UNIT PRICE	Remove & Replace	OVERLAY OR RM.&RP.			
85.5	Remove & Replace	REMOVE & REPLACE	50% OF UNIT PRICE	Remove & Replace	OVERLAY OR RM.&RP.			
85.4	Remove & Replace	Remove & Replace	50% OF UNIT PRICE	Remove & Replace	OVERLAY OR RM.&RP.			
85.3	Remove & Replace	REMOVE & REPLACE	50% OF UNIT PRICE	Remove & Replace	OVERLAY OR RM.&RP.			
85.2	Remove & Replace	REMOVE & REPLACE	50% OF UNIT PRICE	Remove & Replace	OVERLAY OR RM.&RP.			
85.1	Remove & Replace	REMOVE & REPLACE	50% OF UNIT PRICE	Remove & Replace	OVERLAY OR RM.&RP.			
85.0	Remove & Replace	REMOVE & REPLACE	50% OF UNIT PRICE	Remove & Replace	OVERLAY OR RM.&RP.			
84.9	Remove & Replace	REMOVE & REPLACE	50% OF UNIT PRICE	Remove & Replace	OVERLAY OR RM.&RP.			
84.8	Remove & Replace	REMOVE & REPLACE	50% OF UNIT PRICE	Remove & Replace	OVERLAY OR RM.&RP.			
84.7	Remove & Replace	Remove & Replace	50% OF UNIT PRICE	Remove & Replace	OVERLAY OR RM.&RP.			
84.6	Remove & Replace	REMOVE & REPLACE	50% OF UNIT PRICE	Remove & Replace	OVERLAY OR RM.&RP.			
≤84.5	Remove & Replace	Remove & Replace	Remove & Replace	Remove & Replace	OVERLAY OR RM.&RP.			

Notes:

Single lifts only are considered "Top Lifts". Preliminary leveling is not considered a "Lift". -

$$Compaction (\% of G_{mm}) = \left(\frac{Lot Mean Core Dry \frac{Density}{1000}}{Lot Mean G_{mm}}\right) \times 100$$





6. SUPPLEMENTAL SPECIFICATIONS

6.1 SUPPLEMENTAL SPECIFICATION 5.7, SUPPLY OF ASPHALT

The following Supplemental Specification supersedes, in its entirety, the version contained in the Standard Specifications for Highway Construction, Edition 16, 2019:

5.7 SUPPLY OF ASPHALT

5.7.1 GENERAL

The Work consists of supplying asphalt materials including ordering, scheduling, delivering, supplying storage facilities, handling, storing, sampling, testing and other related work.

For purposes of this specification, the term "Asphalt Supplier" shall mean the party awarded an order by the Contractor for the supply of asphalt.

5.7.2 MATERIALS

5.7.2.1 General

The Contractor shall supply the types and grades of asphalt specified in the Contract. Asphalt suppliers' materials, including proprietary products, must be pre-qualified by the Department. Prequalified suppliers are listed in the Alberta Transportation and Economic Corridors Products List.

All asphalt binders shall be prepared from petroleum oils. They shall be free from impurities. Solvents used in the manufacture of cut-back asphalts shall be derived from petroleum oils. Emulsifiers used to stabilize asphalt emulsions shall not be harmful to the performance of the asphalt in service.

Re-refined Engine Oil Bottoms (REOB), also known as Vacuum Tower Asphalt Extenders (VTAE), shall not be added in any proportion to PGAC. The Department may perform a chemical composition analysis to determine if REOB has been used.

The Contractor shall ensure that the asphalt supplied meets all requirements for the types and grades specified. The Contractor may be required to use more than one type or grade of asphalt for a particular purpose. Any change in asphalt type or grade must be approved by the Consultant. The Contractor shall notify the Consultant of any changes in asphalt material suppliers.

Performance grade asphalt cements (PGAC) shall meet the requirements of AASHTO M320 Standard Specification for Performance Graded Asphalt Binder (Table 1) with modifications for certain grades as outlined within the specification.

Suppliers of the following PG asphalts will be required to meet the following additional "quality stipulations" prior to receiving approval for listing on the Products list.

• For the PG 58-28 designation the Department will not pre-qualify an asphalt product which grades to a low temperature warmer than -30°C when tested according to





AASHTO T313 Determining the Flexural Creep Stiffness of Asphalt Binder Using the Bending Beam Rheometer (BBR).

• For the PG 46-34 designation the Department will not pre-qualify an asphalt product which grades to a low temperature warmer than -37°C when tested according to AASHTO T313.

For asphalts designated as a PG 58-37, Table 1, Performance Graded Asphalt Binder Specification contained in AASHTO M320 shall be modified in accordance with the following criteria:

- The test temperature for creep stiffness and direct tension shall be -27°C;
- Dynamic Shear criteria on the PAV residue shall be met at a temperature of 14.5°C or lower.

For asphalts designated as a PG 64-37, Table 1, Performance Graded Asphalt Binder Specification contained in AASHTO M320 are modified in accordance with the following criteria:

- The test temperature for creep stiffness and direct tension shall be -27°C.
- Dynamic Shear criteria on the PAV residue shall be met at a temperature of 17.5°C or lower.

Liquid anti-strip additives listed on the Alberta Transportation and Economic Corridors Products List may be added to the asphalt product at a rate not to exceed 1% by weight of liquid asphalt. The anti-strip additive shall be heat stable and shall have no injurious effect on the asphalt product. The anti-strip additive/asphalt combination shall meet the AASHTO M320 requirements with modifications as outlined within this specification. The type and percentage of anti-strip additive used shall be listed on the delivery weigh-bills by the asphalt supplier.

The Department reserves the right to discontinue the use of any asphalt product that fails to perform to the expectation or satisfaction of the Consultant or Department, regardless of its compliance with the Specifications.

The Department no longer specifies Penetration-Viscosity grades for Asphalt Cement and the associated tables (ASPH-1, 2 and 3) have been removed from this specification. Those tables can be referenced in Edition 15 of the Standards Specification for Highway Construction.

5.7.2.2 Percent Recovery Requirements for Selected PGAC Grades

Selected grades of PGAC will be tested at a temperature of 58° C to determine the average percent recovery at 3.2 kPa (R_{3.2}) according to the requirements of AASHTO T 350 Multiple Stress Creep Recovery (MSCR) Test of Asphalt Binder Using a Dynamic Shear Rheometer. The minimum R_{3.2@58°C} value for selected grades shall be as outlined in Table 5.7.2.2.





PGAC GRADE	R3.2@58°C				
58-34,64-28	25%				
58-37, 58-40, 64-34, 70-28	40%				
64-37, 76-28	55%				

Table 5.7.2.2 PERCENT RECOVERY REQUIREMENTS

In cases where the supplied asphalt grade is different from the specified grade of asphalt, in order to meet the Asphalt Grade Adjustment requirements listed in specification 3.50.2.4 Reclaimed Asphalt Pavement, the elastic recovery requirements listed in Table 5.7.2.2 for the supplied grade shall apply.

Asphalt cements which have been enhanced to meet AASHTO M320 specifications through the use of polymer additives or other chemical means shall be referred to as modified asphalts.

5.7.2.3 Code of Practice – Cutback and Emulsified Asphalts

Suppliers and users of cutback and emulsified asphalts shall be familiar with the recommendations contained in the Environment and Climate Change Canada document titled Code of Practice for the Reduction of Volatile Organic Compound (VOC) Emissions from Cutback and Emulsified Asphalt. The Code defines the ozone season as the period between May 1 and September 30.

Volatile organic compounds (VOC) referred in the Code and this specification means the Item 65 components on the List of Toxic Substances in Schedule 1 of the Canadian Environmental Protection Act, 1999.

During the ozone season, the Contractor shall use only emulsified asphalts, or low-emitting VOC alternative products, with a VOC content equal to or less than 3% as determined by the oil portion of distillate collected when analyzed in accordance with ASTM D6997.

5.7.2.4 **Delivery, Handling and Storage**

When requested by the Consultant, the Contractor shall supply the Consultant with the asphalt suppliers' weigh-bills and records of all asphalt received and/or returned on a daily basis. The Contractor shall provide, maintain and reclaim asphalt storage facilities.

Storage facilities for asphalt cement shall be capable of heating the material under effective and positive control at all times and shall contain provision for measuring and sampling.

The Contractor shall follow the Suppliers' specified handling and storage requirements for each grade of PGAC.

No asphalt type or grade shall be diluted or mixed with a different type or grade, or with any other material, without the specific approval of the Consultant. Modified asphalts from different suppliers shall not be mixed, regardless of grade.





The Contractor shall prevent contamination of the asphalt, by asphalt of another type or grade, by solvent, or by any other material. Asphalt storage tanks shall be emptied of one type or grade of asphalt, and cleaned as necessary to prevent detrimental contamination of the asphalt, before placing another type or grade of asphalt therein. Asphalt emulsions shall be protected from freezing.

5.7.3 SAMPLING AND TESTING

5.7.3.1 General

The Contractor shall obtain representative, uncontaminated samples of all asphalt materials delivered to the project for quality assurance testing in accordance with ATT-42, Sampling Asphalt and Table

5.7.3. The Consultant may require increases in the minimum frequencies specified for quality assurance sampling. In addition, all asphalt shall be subject to inspection, sampling and testing by the Department or its designated agents. The Contractor shall provide safe, convenient access, acceptable to the Consultant, for inspection and sampling of the asphalt, and shall cooperate in the inspection and sampling process when requested to do so.

The Contractor shall ensure that all asphalt delivery tanks are equipped with sampling valves maintained in good operating condition which are designed and located to enable safe, representative sampling into the appropriate one or two litre containers.

If the Contractor adds a liquid anti-strip additive to the asphalt product, asphalt samples shall be taken after the addition of the additive. The Contractor shall have the necessary procedures in-place to safely sample the treated asphalt including, where applicable, an in-line valve and sampling system.

5.7.3.2 Quality Control

Quality control and quality control testing is the responsibility of the Contractor. Quality control testing shall be carried out by a qualified Supplier's laboratory or a qualified testing laboratory licensed to practice in the Province of Alberta.

5.7.3.3 Quality Assurance

The Contractor shall deliver all quality assurance samples to the Consultant on the day they were sampled. The Consultant will forward the samples to the Department's designated quality assurance laboratory for testing and will accept or reject asphalt material based on the test results. Quality assurance testing for PGAC will be in accordance with AASHTO R29 Grading or Verifying the Performance Grade of an Asphalt Binder, and determination of $R_{3.2@58^\circ C}$ according to AASHTO T350.





SAMPLING FREQUENCY FOR QUALITY ASSURANCE					
MATERIAL	MINIMUM FREQUENCY ⁽¹⁾ (FOR EACH ASPHALT TYPE)				
Asphalt Cement - all grades	One ⁽²⁾ per five Lots				
Liquid Asphalt (ASBC)	One per day				
Prime, Tack, Curing Seal, and Fog Coat	One for each 100 tonnes				
Seal Coats, Slurry Seals	One per day				

TABLE 5.7.3 SAMPLING FREQUENCY FOR QUALITY ASSURANCE

Minimum of one sample for each asphalt type or as listed above, whichever is greater. One sample of asphalt cement consists of 2 - one litre cans, as per ATT-42

5.7.4 ACCEPTANCE

Asphalt materials supplied and incorporated into the Work will be considered for acceptance provided the specified quality assurance samples have been provided to the Consultant within the time frame specified and where both the Work and the asphalt material meet specifications.

In the event quality assurance test results are not available to the Consultant at the time he prepares the monthly progress payment estimates, the Consultant may request payment for asphalt material which has not been accepted. However, should the Contractor fail to supply the required samples or the asphalt material fails to meet the specification requirements, the Consultant may deduct payments from the subsequent monthly progress payment estimates.—Payment adjustments will be as follows:

- For Work where the anti-strip additive or lime has not been incorporated into the mix, there is a payment reduction of 15% of the unit bid price of the affected asphalt concrete mix.
- For Work where the PGAC does not meet the specified grade, the payment adjustment to the affected mix will be:

Temperature Deviation ^{(1) (2)}	Payment Adjustment (% Reduction of unit bid price of mix)
Within 3 degrees of specified grade	N/A
From >3 degrees to <6 degrees of specified grade	5%
From ≥6 degrees to ≤ 9 degrees of specified grade	15%
Greater than 9 degrees of specified grade	Reject (3)

Table 5.7.4

- Temperature Deviation cumulative deviation of high and low temperature
- The above payment adjustments would apply to a performance graded asphalt binder with lower than the specified high temperature or higher than the specified low temperature, with a cumulative temperature deviation of greater than 3 degrees. A performance graded binder better than specified is excluded from the calculations.





- The Department will determine whether removal and replacement is necessary. Removal and replacement of rejected asphalt concrete pavement shall be at the Contractor's expense, and no separate or additional payment will be made. For material allowed to stay in-place, payment adjustment will be at a reduction of 50% of unit bid price.
- For asphalt materials, other than those identified above, that fail to meet the specifications; the deducted payment will be determined by the Consultant and will be equal to the estimated value of the asphalt material that fails to meet the requirements.
- If, in the opinion of the Department, the failure to meet specification is significant enough to result in the probable unsatisfactory performance of the asphalt concrete pavement, the Contractor shall remove and replace all asphalt concrete pavement containing the rejected asphalt material. Removal and replacement of rejected asphalt concrete pavement shall be at the Contractor's expense, and no separate or additional payment will be made.

Asphalt materials which pass AASHTO M320 specifications and minimum average percent recovery from Table 5.7.2.2, yet fail to meet the low temperature quality stipulations outlined in Subsection 5.7.2.1 General, will be accepted; however, products from approved suppliers with a history of frequent test results indicating non-compliance to these quality stipulations, as determined by the Department, will be removed from the Products list.

5.7.5 APPEAL OF PGAC ACCEPTANCE TEST RESULTS AND APPEAL TESTING

The following procedures will apply for an appeal:

- (i) Appeals will only be considered if the Contractor can demonstrate to the satisfaction of the Consultant that there is sufficient cause to support the appeal.
- (ii) Acceptance test results for any rejected or penalized PGAC may be appealed only once.
- (iii) The Contractor shall serve notice of appeal to the Consultant, in writing, within 24 hours of receipt of the test results.
- (iv) The Consultant will request a retest on the un-opened can sample from the original material sample.
- (v) The Contractor may have a representative present, virtually, during testing at the Department's QA facility. During the period of the appeal testing, the Contractor's representative shall comment, in writing, on anything concerning the testing which he/she does not consider to be valid, within 24 hours of the appeal testing. The Project Engineer and/or QA Consultant shall respond, in writing, to all comments to resolve them.
- (vi) The cost of the appeal testing shall be borne by the Contractor unless the new values result in a reduced payment adjustment or not in reject, then the appeal testing costs will be the responsibility of the Department.





The new values, thus determined, in all cases, will be binding on the Contractor and the Department.

5.7.6 MEASUREMENT AND PAYMENT

Where the Contract contains bid items for the supply of asphalt, measurement will be based on the Suppliers' weigh bills however, the Consultant may check quantities delivered by weighing the delivery vehicles before and after unloading. Where the Contract does not otherwise require the installation of a weigh scale for weighing materials, the Consultant will determine quantities by measuring the liquid level in the tank truck or storage tank, at his discretion. When asphalt quantities are determined by this method, the Contractor shall calibrate the distributor trucks and storage tanks.

If there is a variance between quantities measured by the Consultant and the Suppliers' weigh-bills, the Consultant will determine the quantity on which payment will be based.

Where the Contract contains bid items for the supply of asphalt, payment for accepted asphalt material will be made at the applicable unit price bid per tonne.

Where the Contract does not contain bid items for the supply of asphalt, accepted asphalt material will not be paid for separately. Payment will be considered included in the unit price bid for the Contract item for which the asphalt material is used.

Payment will be full compensation for supplying asphalt material to the project; storing the material; sampling and quality control.

ASPH-1, ASPH-2 and ASPH-3

The Department no longer uses Penetration-Viscosity paving grades for Asphalt Cement. Tables ASPH- 1, ASPH-2 and ASPH-3 can be found in Edition 15 of the Standard Specifications for Highway Construction.







ASPH-4

SPECIFICATIONS FOR SLOW CURING LIQUID ASPHALTS: Slow curing liquid asphalts shall conform to the requirements specified in the following table, for the grade designated by the Consultant:

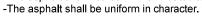
ASPHALT GRADE	S	SC-70 SC-250		SC-800		SC-3000		A.S.T.M. TEST	
REQUIREMENTS	min.	max.	min.	max.	min.	max.	min.	max.	METHOD
Flash Point, Cleveland Open Cup, ºC	65	-	80	-	90	-	105	-	D92
Kinematic Viscosity at 60EC, mm ² /s	70	180	250	500	800	1 600	3 000	6 000	D2170
Distillation Test: Total distillate to 360ºC; % by volume	10	30	4	20	2	12	-	5	⁽²⁾ TLT-214
Distillation Residue; Kinematic Viscosity at 60ºC, mm²/s	400	7 000	800	10 000	2 000	16 000	4 000	35 000	D2170
Asphalt Residue; Residue of 100 penetration, % by mass	50	-	60	-	70	-	80	-	D243
Ductility of 100 penetration residue at 25°C, cm ⁽¹⁾	100	-	100	-	100	-	100	-	D113
Solubility of Distillation Residue to 360ºC, in Trichloroethylene, % by mass	99.0	-	99.0	-	99.0	-	99.0	-	D2042
Water, % by mass or volume	-	0.5	-	0.5	-	0.5	-	0.5	D95
Delivery Temperature, ºC	55	75	75	95	90	110	110	130	

- If the ductility at 25°C is less than 100, the material will be acceptable if its ductility at 15°C is more than 100.

- Alberta Transportation and Economic Corridors Laboratory Test.

General Requirements:

-The asphalt shall not foam when heated to the application temperature range recommended by the Asphalt Institute.





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SUPPLEMENTAL SPECIFICATION

ASPH-5

SPECIFICATIONS FOR MEDIUM-CURING LIQUID ASPHALTS: Medium curing liquid asphalts shall conform to the requirements specified in the following table, for the grade designated by the Consultant:

ASPHALT GRADE	MC-30		MC-70		MC-250		MC-800		A.S.T.M.
REQUIREMENTS	min.	max.	min.	max.	min.	max.	min.	max.	TEST METHOD
Flash Point, Open Tag, ≌C	38	_	38	-	65	-	65	-	D1310
Kinematic Viscosity at 60ºC, mm ² /s	30	60	70	140	250	500	800	1 600	D2170
Distillation Test: % by volume of total distillate to 360°C, -to 225°C -to 260°C -to 315°C	- 4 0 75	25 70 93	- 2 0 65	20 60 90	- 1 5 60	10 55 87	- - 4 5	- 3 5 80	⁽²⁾ TLT-214
Residue from distillation to 360ºC, Volume % by difference	50	-	55	-	67	-	75	-	
Test on Residue from Distillation: a) Penetration at 25°C, 100 g, 5 s, dmm b) Ductility at 25°C, cm ⁽¹⁾ c) Solubility in Trichloroethylene, % by mass	120 100 99.5	250 - -	120 100 99.5	250 - -	120 100 99.5	250 - -	120 100 99.5	250 - -	D5 D113 D2042
Water, % by mass or volume	-	0.2	-	0.2	-	0.2	-	0.2	D95
Delivery Temperature, ºC	35	55	55	75	75	95	90	110	

- If the ductility at 25°C is less than 100, the material will be acceptable if its ductility at 15°C is more than 100. - Alberta Transportation and Economic Corridors Laboratory Test.

General Requirements:

-The asphalt shall not foam when heated to the application temperature range recommended by the Asphalt Institute.

-The asphalt shall be produced by the refining of petroleum and shall be uniform in character.







ASPH-6

SPECIFICATIONS FOR RAPID-CURING LIQUID ASPHALTS: Rapid curing liquid asphalts shall conform to the requirements specified in the following table, for the grade designated by Consultant:

ASPHALT GRADE REQUIREMENTS		RC-30		RC-70		250	A.S.T.M.	
		max.	min.	max.	min.	max.	TEST METHOD	
Flash Point, Open Tag, ºC	-	-	-	-	27	-	D1310	
Kinematic Viscosity at 60ºC, mm² /s	30	60	70	140	250	500	D2170	
Distillation Test: % by volume of total distillate to 360ºC,								
-to 190ºC	15	-	10	-	-	-		
-to 225ºC -to 260ºC	55 75		50 70	-	35 60	-	⁽²⁾ TLT-214	
-to 315ºC	90	-	85	-	80	-		
Residue from distillation to 360ºC,								
Volume % by difference	50	-	55	-	65	-		
Tests on Residue from Distillation:								
a) Penetration at 25ºC, 100 g, 5 s, dmm	80	120	80	120	80	120	D5	
b) Ductility at 25ºC, cm ⁽¹⁾	100	-	100	-	100	-	D113	
c) Solubility in Trichloroethylene, % by mass	99.5	-	99.5	-	99.5	-	D2042	
Water, % by mass or volume	-	0.2	-	0.2	-	0.2	D95	
Delivery Temperature, ºC	35	55	55	75	75	95		

- If the ductility at 25°C is less than 100, the material will be acceptable if its ductility at 15°C is more than 100.

- Alberta Transportation and Economic Corridors Laboratory Test.

General Requirements:

-The asphalt shall not foam when heated to the application temperature range recommended by the Asphalt Institute.

-The asphalt shall be produced by the refining of petroleum and shall be uniform in character.







ASPH-7

SPECIFICATIONS FOR ANIONIC EMULSIFIED ASPHALTS: Anionic emulsified asphalts shall conform to the requirements specified in the following table, for the grade designated by the Consultant:

ASPHALT TYPE	RAPID SETTING (RS)			MEDI SETTI (MS	SLOW SETTING (SS)				A.S.T.M. TEST		
ASPHALT GRADE	R	S-1	R	S-2	MS	-1	L SS-1		SS-1H		METHOD
REQUIREMENTS	min.	max.	min.	max.	min.	max.	min.	max.	min.	max.	
Viscosity at 25ºC, SF s Viscosity at 50ºC, SF s	20 -	100 -	- 50	- 300	20 -	100 -	20	60 -	20 -	60 -	D244
Residue by Distillation, % by mass	55	(1)	60	(1)	55	(1)	55	(1)	55	(1)	D6997
Settlement in 5 d, % difference by mass ⁽²⁾	-	3	-	3	-	5	-	5	-	5	D6930
Storage Stability Test, 24 h, % by mass ⁽³⁾	-	1	-	1	-	1	-	1	-	1	D6930
Sieve Test, % retained on a No. 1000 Sieve, % by mass	-	0.10	-	0.10	-	0.10		0.10	-	0.10	D6933
Demulsibility, 35 ml of 1.11 g/l CaCl2, % by mass	60	-	60	-	-	-	-	-	-	-	D6936
Cement Mixing Test, % by mass	-	-	-	-	-	-	-	2.0	-	2.0	D6935
Particle Charge ⁽⁵⁾	١	legative	١	Vegative	Ne	egative		-		-	D244
Tests on Residue from Distillation: a) Penetration at 25ºC, 100 g,	100	200	100	200	100	200	100	200	40	100	D5
5 s, dmm b) Ductility at 25ºC, and 5 cm/min., cm	60	-	60	-	60	-	60	-	60	-	D113
c) Solubility in Trichloroethylene, % by mass	97.5	-	97.5	-	97.5	-	97.5	-	97.5	-	D2042
Delivery Temperature, ºC	35	65	45	70	40	70	40	70	40	70	

- Upper limit on % residue is governed by the consistency limits.

- The test requirement for settlement may be waived when the emulsified asphalt is used in less than 5 days' time.

- The 24 hour storage stability test may be used instead of the 5 day settlement test. In case of dispute the 5 day storage settlement test shall govern.

- CGSB 8-GP-2M, Sieves, Testing, Woven Wire, Metric

- Particle Charge Test (Qualitative) - The rapid setting grades will be tested for particle charge according to the procedure described in ASTM D 244, with the modification that the asphalt deposit will, for anionic emulsions, be found on the anode (positive electrode), and shall be continuous and opaque. In the event of dispute, the test will be repeated using freshly distilled water as the wash water for the electrodes, before evaluating the asphalt deposit.

General Requirements:

- The asphalt shall be uniform in character, and shall have a refined petroleum base.



⁻ All tests shall be performed within 15 days of date of delivery.

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SUPPLEMENTAL SPECIFICATION

ASPH-8a

SPECIFICATIONS FOR CATIONIC EMULSIFIED ASPHALTS: Cationic emulsified asphalts shall conform to the requirements specified in the following table, for the grade designated by the Consultant:

ASPHALT TYPE AND GRADE	CR	S-1	CR	S-2	CQS-	1h	A.S.T.M. TEST
REQUIREMENTS	min.	max.	min.	max.	min.	max.	METHOD
Viscosity at 25ºC, SF s	- 75	200	100	400	20 -	100 -	D244
Viscosity at 50ºC, SF s							
Residue by Distillation, % by mass	65	(1)	65	-	57	(1)	D6997
Settlement in 5 d, % difference by mass ⁽²⁾	-	5			-	5	D6930
Storage Stability Test, 24 h, % by mass ⁽³⁾	-	1	-	1.5 (8)	-	1	D6930
Demulsibility. 35 ml of 0.8 % by weight solution of sodium dioctyl sulphosuccinate, % by mass			40				D6936
Oil Portion of Distillate, % by volume of emulsion	-	3	-	3	-	-	D6997
Sieve Test, % retained on No. 1 000 Sieve ⁽⁴⁾⁽⁵⁾ , by mass	-	0.10	-	0.10 (8)	-	0.10	D6933
Particle Charge ⁽⁶⁾	Pos	itive	Pos	sitive	Posit	ive	D244
Tests on Residue from Distillation:							
a) Penetration at 25ºC, 100 g, 5 s, dmm	100	250	100	250	40	125	D5
b) Apparent Viscosity at 60°C, Pa.s			See Fi	igure 1			
c) Ductility at 25ºC,(4) and 5 cm/min., cm ⁽⁷⁾	60	-	60	-	60	-	D113
d) Solubility in Trichloroethylene, % by mass	97.5	-	97.5	-	97.5	-	D2042
Delivery Temperature, ºC	60	80			-		

-Upper limit on % residue is governed by the consistency limits.

-The test requirement for settlement may be waived when the emulsified asphalt is used in less than 5 days' time.

-The 24 hour storage stability test may be used instead of the 5 day settlement test, however in case of dispute the 5 day storage settlement test shall govern.

-CGSB 8-GP-2M, Sieves, Testing, Woven Wire, Metric

Replace sodium oleate solution (2%) with distilled water, use distilled water in all operations including wetting and subsequent washing of wire cloth sieves.

-Particle Charge Test (Qualitative)- The emulsion will be tested for particle charge according to the procedure described in ASTM D 244, and it is required that the layer of asphalt deposited be continuous and opaque. In the event of dispute, the test will be repeated using freshly distilled water as the wash water for the electrodes, before evaluating the asphalt deposit.

-Ductility - Ductility will be measured at 25°C for 100-200 penetration asphalts, and at 15°C for 200-250 penetration asphalts.

Requirements for Storage Stability and Sieve Test are waived if emulsion performs satisfactorily during application.

General Requirements:

-All tests shall be performed within 15 days of date of delivery;

-The asphalt shall be uniform in character, and shall have a refined petroleum base.





ASPH-8b

SPECIFICATIONS FOR POLYMER-MODIFIED CATIONIC RAPID-SETTING EMULSIFIED ASPHALT

ASPHALT TYPE AND GRADE	CRS-2P		A.S.T.M.
REQUIREMENTS	min.	max.	TEST METHOD
Viscosity at 50°C, SFs	100	400	D244
Residue by Distillation, % by mass ⁽¹⁾	65		D6997
Oil Portion of Distillate, % by volume of emulsion		3.0	D6997
Storage Stability Test, 24 h, % by mass ⁽²⁾		1.5	D6930
Demulsibility, 35 ml of 0.8% by weight solution of sodium dioctyl sulphosuccinate, % by mass	40		D6936
Sieve Test, % retained on a 1 000 µm sieve, % by mass		0.1	D6933
Particle Charge Test			D244
Test on Residue from Distillation			
Penetration at 25°C, 100 g, 5 s, dmm	100	250	D5
Elastic Recovery at 10°C by Ductilometer, %	55		D6084 Test B
Solubility in Trichloroethylene, % by mass ⁽³⁾	97.5		D2042
Ash Content, % by mass of residue ⁽³⁾		1.0	TLT-229

i. Notes:

-Follow ASTM D 6997 except that the final temperature shall be 204°C and shall be maintained for 20 minutes. The ring burner shall be dropped when the temperature reaches 170°C. After distillation and weighing, the still shall be placed on a hot plate and uncovered. The contents shall be stirred with a preheated spatula for 10 seconds (approx. 30 times).

-Requirements for Storage Stability and Sieve Test are waived if emulsion performs satisfactorily during application.

-The ash content shall be determined when the manufacturer indicates that the polymer additive is not soluble in trichloroethylene.

General Requirements:

-All tests shall be performed within 15 days of date of delivery;

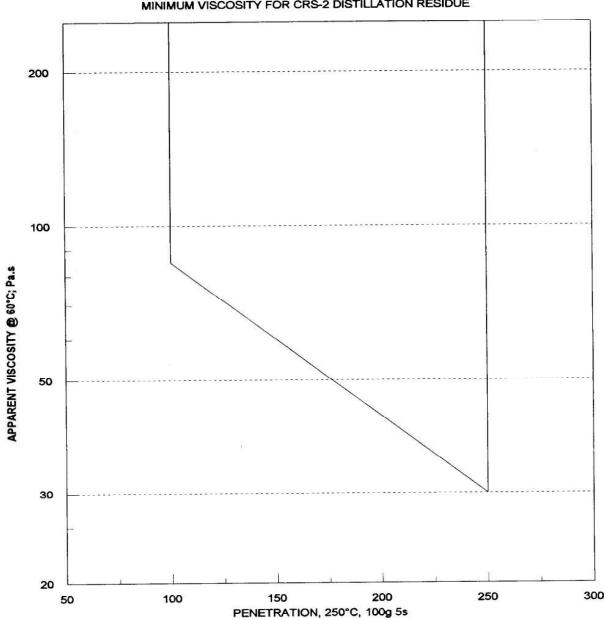
-The asphalt shall be uniform in character, and shall have a refined petroleum base.





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SUPPLEMENTAL SPECIFICATION









ASPH-9

SPECIFICATIONS FOR HIGH FLOAT EMULSIFIED ASPHALTS: High Float emulsified asphalt shall conform to the requirements specified in the following table, for the grade designated by the Consultant:

GRADE	HF-1	LOOS	HF-:	1505	HF-2	2505	HF-3	3505	HF-3	00M	HF-5	00M	HF-10	000M	TEST ⁽¹⁾
REQUIREMENTS	min.	max.	min.	max.	min.	max.	min.	max.	min.	max.	min.	max.	min.	max.	METHODS
Residue by Distillation, % by mass	62	(2)	62	(2)	62	(2)	65	(2)	65	(2)	65	(2)	65	(2)	Par. 6.2.1
Oil Portion of Distillate, % by volume of emulsion	1	3	1	3	1	3	1.5	3	1	3	1	3	1	3	A.S.T.M. D6997 & Par. 6.2.2
Viscosity at 50ºC, SF s	30	150	30	150	35	150	75	400	50		50		50		ASTM D244
Sieve Test, % retained on No. 1000 sieve % by mass ⁽³⁾		0.10		0.10		0.10		0.10		0.10		0.10		0.10	Par. 6.2.2
Coating Test (see Notes 4 & 5)	(4	4)	(4)	(,	4)	((5)	(5)	(5)	(5)	ASTM D6998
Workability at -10ºC														Pass	Par. 6.2.3
Storage Stability Test, 24h, % by mass		1.5		1.5		1.5		1.5		1.5		1.5		1.5	ASTM D6930
Demulsibility, 50 ml, 5.55 g/l CaCl ₂ , % by mass	60		60												ASTM D6936
Tests on Residue from Distillation: a) Penetration at 25ºC, 100 g, 5 s, dmm	90	150	150	250	250	500	350	750	300		500				Par. 6.2.4
b) Apparent Viscosity at 60ºC, Pa·s	F	Require	ement	s outlin Fi	ied on gure 1	the cha	art ber	neath	10	40	8	20	2	8	Par. 6.2.5/ A
c) Float Test at 60°C, s	1200		1200		1200		1200		1200		1200		1200		Par./A1.6.2. 6
d) Solubility in Trichloroethylene, % by mass	97.5		97.5		97.5		97.5		97.5		97.5		97.5		ASTM D2042
Delivery Temperature, °C	40	70	40	70	40	70	40	70	40	70	40	70	40	70	

-Test methods are as outlined in CGSB CAN2-16.5-M84.

-Upper limit on % residue is governed by the viscosity limits.

-CGSB 8-GP-2M, Sieves, Testing, Woven Wire, Metric

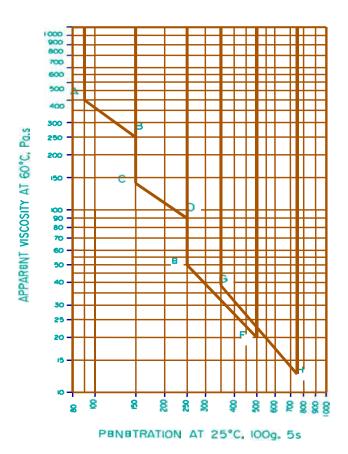
-Follow ASTM D244, except that the mixture of limestone and emulsified asphalt shall be capable of being mixed vigorously for 5 min., at the end of which period the stone shall be thoroughly and uniformly coated. The mixture shall then be completely immersed in tap water and the water poured off. The stone shall then not be less than 90% coated.

-Follow ASTM D244, except that the mixture of limestone and emulsified asphalt shall be mixed vigorously for 5 min., then allowed to stand for 3h, after which the mixture shall be capable of being mixed an additional 5 min. The mixture shall then be rinsed twice with approximately its own volume of tap water, without showing appreciable loss of bituminous film. After the second mixing the aggregate shall be at least 90% coated.





ASPH-9 (cont.)



Viscosity shall be within the graphic regions above the line designated by specific letters, and between penetration limits contained in vertical lines extending upwords from these points.

Viscosity value shall be reported at 0.5s⁻¹ for grades HF-100S and HF-150S and at 1.0s⁻¹ for grades HF-250S and HF-350S.

FIGURE

Viscosity Requirements for Distollation Residues from High-Float Emulsified Asphalts





ASPH-10

SPECIFICATIONS FOR EMULSIFIED ASPHALT PRIMER: Emulsified asphalt primers shall conform to the requirements specified in the following table, for the grade designated by the Consultant:

ASPHALT GRADE	SE	P-1	SE	A.S.T.M.	
REQUIREMENTS	min.	max.	min.	max.	TEST METHOD
Viscosity at 25ºC, SF s	-	-	15	100	D88
Viscosity at 50ºC, SF s	35	200	-	-	D244
Flash point, open Tag, ≌C	45	-	90	-	D3143
Residue by Distillation, % by mass	40	(1)	40	(1)	D6997
Oil Portion of Distillate, % by volume of emulsion	1	29 ⁽²⁾	1	29 ⁽²⁾	D6997
Settlement in 5 d	no visib	le separation	-	2	D6930
Miscibility with Water ⁽³⁾	is not misci	ble with water	pa	ass	D6999
Tests on Residue from Distillation:					
a) Penetration at 25ºC, 100 g, 5 s, dmm	100	300	100	300	D5
b) Solubility in Trichloroethylene, % by mass	97.5	-	97.5	-	D2042

- Upper limit on % residue is governed by the consistency limits.

During the ozone season a maximum limit of 3%
Follow ASTM D6999 except add the emulsified primer to the water. After two hours the water should be clear.





ASPH-11

SPECIFICATION FOR EMULSIFIED DUST SUPPRESSANTS: Emulsified Dust Suppressants shall conform to the requirements specified in the following table:

GRADE	ED)S-1	ED	ASTM Test	
REQUIREMENTS	Minimum Maximum		Minimum	Maximum	Method
Viscosity 25°C, SFs 50°C, SFs	10	35	35	100	D244
Residue by distillation to 260°C, % by mass	40	-	40	-	D6997
Oil portion of distillate, % by volume of emulsion	-	5(1)	-	10 ⁽¹⁾	D6997
Settlement, 5 days		-	No visit	D6930	
Storage Stability, 24 hours	No visible	e separation ⁽²⁾		D6930	
Workability ⁽³⁾	Pa	ass	Pa	-	
Flash Point, Open Tag, °C	-	-	45	-	D3143
Miscibility with water	Pa	ass	Pas	D6999	
Kinematic viscosity of residue from distillation, 60°C, mm ² /s	25	100	25	300	D2170

- Maximum limit of 3% during the ozone season.

- If EDS-1 is retained in storage for an extended period of time, it should be circulated prior to use.
- When 500 grams of sand and 50 g of emulsion are mixed for 5 minutes at ambient temperature, the sand shall be 100% coated. The mixture shall be oven dried at 120°C to remove all the moisture. After cooling to room temperature, the mix shall be easily workable for the next 24 hours.

- Follow ASTM D6999 except add the EDS-2 to water. After 2 hours the water should be clear.







ASPH-12

SPECIFICATION FOR COLD POUR RUBBER FILLED EMULSIFIED BITUMINOUS CRACK

SEALANT: Cold Pout Rubber Filled Emulsified Bituminous Crack Sealants shall conform to the requirements specified in the following table:

ТҮРЕ		Test Method*		
REQUIREMENTS	Mi	nimum	Maximum	Test Method*
Uniformity, 24 hours		Pas	SS	TLT-226
Stormer viscosity at 25°C, Krebs	70)	90	TLT-227
Solids content, %	59		-	ASTM D244 (Residue by Evaporation Procedure A)
Ash content, %	-		2.0	TLT-229
Rate of curing, % loss	50% 24 hrs.	80% 6 days	-	TLT-230
Low temperature flexibility, -4°C, 30s		Pass (n		TLT-231
Elastic recovery, % recovered	40		_	TLT-232

i. * TLT Refers to: Alberta Transportation and Economic Corridors Laboratory Test

ASPH-13

SPECIFICATION FOR HOT POUR BITUMINOUS CRACK SEALANT: Hot Pour Bituminous Crack Sealants shall conform to the requirements specified in the following table:

ТҮРЕ	HC-	Test Method		
REQUIREMENTS	Minimum	Maximum	Test Method	
Softening Point, °C	80	95	ASTM D36	
Flash Point, Cleveland Open Cup, °C	230	-	ASTM D92	
Penetration 0°C, 200g, 60s, dmm 25°C, 100g, 5s, dmm 46°C, 50g, 5s, dmm	30 55	65 150	ASTM D5	
Ductility, 25°C, cm	45	-	ASTM D113	
Solubility in Trichloroethylene, %	98	-	ASTM D2042	
Kinematic viscosity at 177°C, mm²/s	-	1500	ASTM D2170	





PLANS, DRAWINGS AND PERMITS

7. PLANS, DRAWINGS AND PERMITS

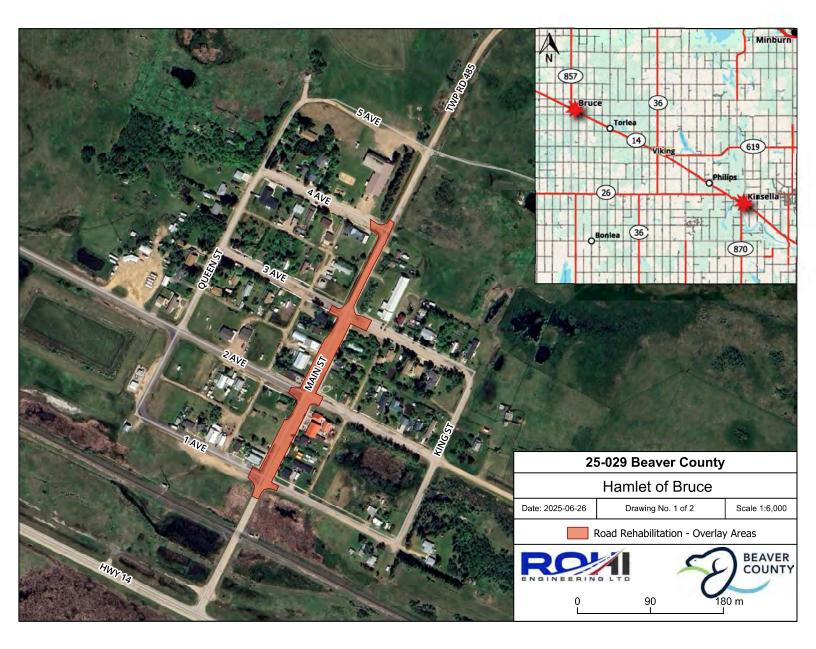
7.1 SEPARATE DRAWINGS

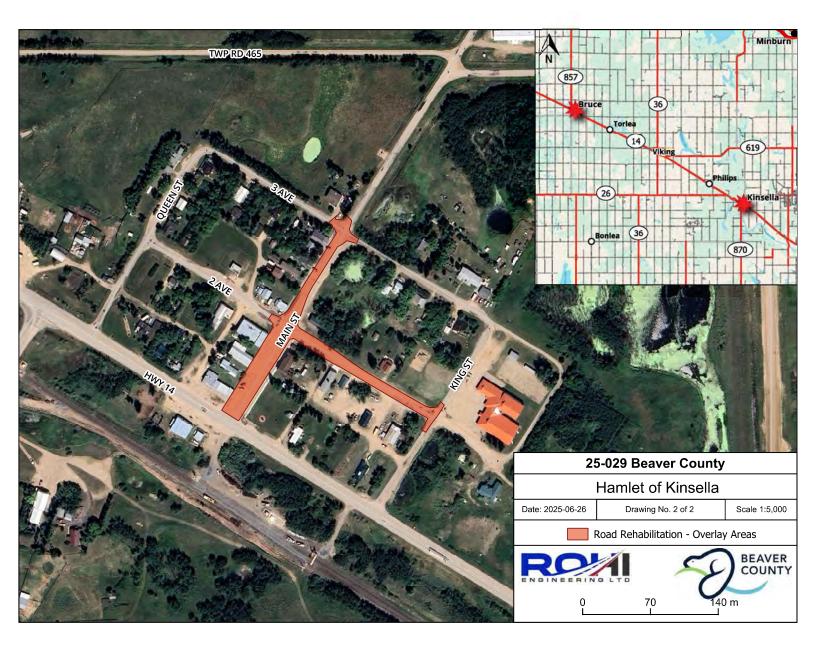
The following drawings, which are included separately, form part of the tender documents and Contract.

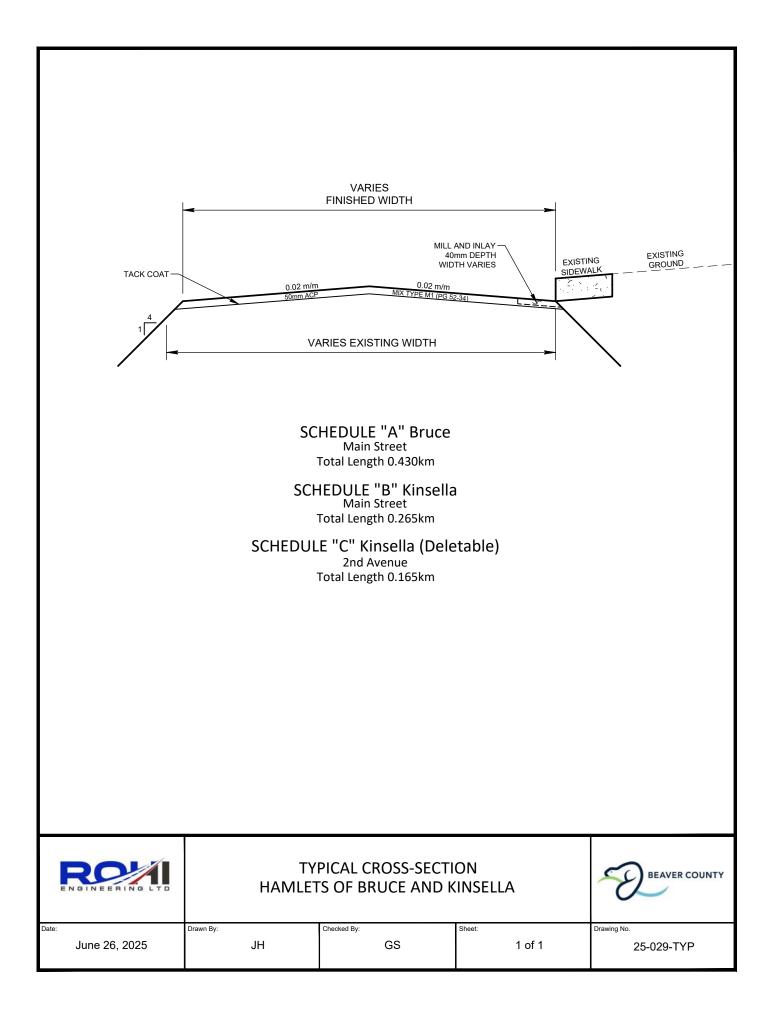
DRAWING NO.	DESCRIPTION
25-029 (Drawing 1 of 2)	Hamlet of Bruce
25-029 (Drawing 2 of 2)	Hamlet of Kinsella
25-029 - TYP	Cross section

Contractors are advised that drawings issued for tender are photocopy reproductions and, due to file conversion and/or reproduction variations, scaling off of these drawings must not be relied upon as accurate.











ADDENDA

8. ADDENDA

