

Contracted Services for  
2021 Asphalt &  
Concrete  
Replacement  
Program

Town of Peace River



TOWN OF  
**PEACE RIVER**  
ALBERTA

**THIS TENDER PACKAGE CONTAINS THE FOLLOWING:**

- 1. NOTICE TO TENDERERS**
- 2. INSTRUCTIONS TO TENDERERS**
- 3. SCHEDULE A – SCOPE OF WORK**
- 4. TENDER FORM**
- 5. SAMPLE AGREEMENT (with Town if awarded)**

## NOTICE TO TENDERERS

### THE TOWN OF PEACE RIVER (the "Town")

The Town of Peace River is inviting tenders for the supply of the following:

#### **2021 Asphalt & Concrete Replacement Program**

The tender package will be available for Pickup **Tuesday, July 20, 2021** at the Town of Peace River front office, 9911 – 100th Street, Peace River, Alberta 9:00 to 4:30 (Monday through Friday) or electronically at <http://www.purchasingconnection.ca/>

Sealed tenders entitled "**2021 Asphalt & Concrete Replacement Program**" will be accepted until **2:00:00 p.m., local time, Tuesday, August 3, 2021** at the Town Office address below. Tenders will be opened in public immediately thereafter. Tender Security in the amount of 10% of the total tender amount must be included in the tender in the form of **Certified Cheque, Bank Draft or Money Order** payable to **Town of Peace River**.

#### **Tenders should be addressed to:**

The Town of Peace River  
9911 – 100th Street  
Box 6600  
Peace River, AB T8S 1S4

Attention: Jim McCuaig, P.Eng., Director of Engineering & Infrastructure

Tenders received that do not comply with the foregoing will be returned to the Tenderer(s) without consideration.

The Work is defined in the Contract Documents as the "Services" and includes all labour and materials required to be supplied or provided to the Town. A copy of the Tender Documents is attached to this Notice to Tenderers.

The Tenderer is responsible for ensuring that:

1. it is in possession of all Tender Documents, as defined in the Instructions to Tenderers;
2. the Tender Documents have been carefully examined; and
3. it is satisfied as to the nature and location of the Work.

The Town reserves the right to accept or reject any and all Tenders and waive irregularities and informalities at its discretion as set out in Section 10.1 of the Instructions to Tenderers. Verbal, telephone, telegram or electronically transmitted facsimile Tenders will not be accepted or acknowledged.

## INSTRUCTIONS TO TENDERERS

### THE TOWN OF PEACE RIVER (the "Town")

#### 1.0 GENERAL

- 1.1 The intent of this Call for Tenders is to receive formal offers from Tenderers for the performance of the Work as detailed in the Tender Documents.
- 1.2 The Town shall not be liable for any cost of preparation or presentation of any Tender submission.

#### 2.0 DEFINITIONS

- 2.1 **Acceptance Period** means that period starting at date of the Close of Tenders and ending in **Sixty (60) Consecutive days**;
- 2.2 **Additional Work** means services requested by the Town of Peace River not listed within this agreement;
- 2.3 **Close of Tenders** means 2:00:00 p.m. Local Time, **Tuesday, August 3, 2021**;
- 2.4 **Contract Documents** means the attached Service Agreement and any and all Schedules thereto;
- 2.5 **Council means** the Council of the Town of Peace River;
- 2.6 **GST means** Federal Goods and Services Tax;
- 2.7 **Successful Tenderer** means the Tenderer that submitted the Tender that has been accepted by the Town;
- 2.8 **Town means** The Town of Peace River;
- 2.9 **Town's Notice Address** means Box 6600, Peace River, Alberta, T8S 1S4;
- 2.10 **Tender** means an offer by the Tenderer to perform the Work in accordance with the Contract Documents and for the Tender Price;
- 2.11 **Tender Documents** means the Notice to Tenderers, Instructions to Tenderers, Tender Form, Contract Documents, and any other Schedules and/or Addenda provided from the Town or its agents during the tender process;
- 2.12 **Tender Period** means the period of time ending at the Close of Tenders;
- 2.13 **Tender Price** means the total price for which the Tenderer is prepared to perform the Work, excluding applicable GST;

- 2.14 **Tender Security** means a certified cheque, bank draft, or money order payable to the Town in the amount of 10% of the total tender amount.;
- 2.15 **Tenderer** means a party signing and delivering the Tender Documents to the Town;
- 2.16 **Work** means “Services” as defined in the Contract Documents and includes all labour and materials required to be supplied or provided to the Town;

### 3.0 TENDER CALL

- 3.1 Sealed Tenders, fully executed, dated and endorsed will be received up to the Close of Tenders by the Town. Each Schedule must be in a separate, sealed envelope.
- 3.2 Only Tenders completed on the Tender Form will be considered.
- 3.3 Tenders received after the Close of Tenders will not be considered.
- 3.4 Verbal, telephone, telegram or electronically transmitted facsimile Tenders will not be accepted or acknowledged.
- 3.5 The Town may, by notice or addendum to all Tenderers, postpone the Close of Tenders.
- 3.6 The Tenderer must submit one copy of the fully completed Tender Form together with all attachments, signed and sealed by the Tenderer.
- 3.7 All Tenders submitted to the Town shall be irrevocable during the Acceptance Period except as otherwise provided herein.

### 4.0 OMISSIONS AND DISCREPANCIES

- 4.1 The Tenderer, upon receipt of the Tender Documents, must verify that the documents are complete. **In order to ensure that you have received all pages of the enclosed, please check the page numbering.**
- 4.2 If the Tenderer finds discrepancies in or omissions from the Tender Documents, or the Tenderer is in doubt as to the meaning thereof, the Tenderer must notify the Town immediately. The Town may, at its discretion, send written instructions to all Tenderers.
- 4.3 Verbal statements made by the Town to any or all Tenderers shall not result in a modification of any provisions of the Tender, Tender Documents, or the Work.
- 4.4 Questions arising during the Tender Period shall be directed to the Town’s representative identified in the Memorandum of Agreement, Clause 4.
- 4.5 Alterations or amendments to any of the Tender Documents shall only be effective by written notice from the Town to the Tenderers delivered during the Tender Period.

- 4.6 Amendments to the Tender Documents issued by the Town during the Tender Period shall be incorporated and shall become a part of the Tender Documents.
- 4.7 Each Tenderer shall be responsible to ascertain that it has received all amendments to the Tender Documents.
- 4.8 Each Tenderer shall be responsible for delivery of copies of amendments to the Tender Documents to its subcontractors, if any.

**5.0 TENDER SECURITY**

- 5.1 Each Tenderer must submit to the Town its Tender together with the Tender Security.
- 5.2 The Tender Security shall be returned to the Tenderer on the earlier of:
  - 5.2.1 after a contract is completed with the party to which the contract is awarded hereunder; or
  - 5.2.2 upon expiry of the Acceptance Period.

**6.0 MODIFICATION OF TENDERS**

- 6.1 A Tender submitted in accordance with these Instructions to Tenderers may be modified provided the modification:
  - 6.1.1 is delivered in writing to the Town's Notice Address before or at the Close of Tenders; and
  - 6.1.2 states the name of the Tenderer and the nature of the modification; and
  - 6.1.3 is duly signed on behalf of the Tenderer.
- 6.2 When submitting a second or more modifications to the Tender Price, the Tenderer shall modify the Tender Price originally stated in the Tender Form and request that the previous modification(s) be disregarded.
- 6.3 The Town will not accept any modification that it deems, in its sole and unfettered discretion, to be illegible or that is received by the Town after the Close of Tenders.
- 6.4 Verbal, telephone, telegram or electronically transmitted facsimile modifications will not be accepted or acknowledged by the Town.

**7.0 TENDERS IRREVOCABLE**

- 7.1 Tenders delivered to the Town and not withdrawn before the Close of Tenders shall be irrevocable and open for acceptance by the Town during the Acceptance Period.
- 7.2 The Town may retain the Tender Security if the Tenderer withdraws its Tender during the

Acceptance Period or if following acceptance, the Tenderer fails to deliver the Contract Documents executed by the Tenderer to the Town.

- 7.3** Until the Close of Tenders, the Tenderer may withdraw its Tender without penalty or forfeiture.

## **8.0 TIME FOR EXECUTING CONTRACT AND DAMAGES FOR FAILURE TO EXECUTE**

- 8.1** After the tenderer has received written notice from the Town that it is the Successful Tenderer, the Successful Tenderer shall execute and deliver the Contract Documents to the Town within ten (10) days of the contract award. For the purposes of this Section, notice shall be considered given to the Successful Tenderer upon delivery of such notice in writing to the Successful Tenderer at the address for the Successful Tenderer set out in the Tender Form. Failure to execute and deliver the Contract Documents shall constitute a breach of the agreement effected between the parties by the submission and acceptance of the Tender and the Town, at its option, may rely upon the failure of the Successful Tenderer to execute and deliver the Contract Documents to the Town and the Town may:

8.1.1 accept any other Tender; or

8.1.2 reject all other Tenders, and

8.1.3 the Town shall be entitled to retain the Tender Security provided by the Successful Tenderer. The retention of the Tender Security shall in no way limit the Town's right to recover from the Successful Tenderer all of the Town's damages arising out of the Successful Tenderer's failure or refusal to execute and deliver the Contract Documents to the Town including but not limited to legal costs on a solicitor and his own client full indemnity basis.

## **9.0 IRREGULARITIES**

- 9.1** Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any set of figures and the correct sum thereof will be resolved in favor of the correct sum.

## **10.0 TENDER EVALUATION CRITERIA**

- 10.1** The Town reserves the right to accept or reject any and all Tenders and to waive irregularities and informalities at its discretion. The Town reserves the right to delete any or all of Schedule "A". The Town reserves the right to accept a Tender other than the lowest Tender without stating reasons. By the act of submitting its Tender, the Tenderer waives any right to contest in any proceedings or action the right of the Town to award the Work to any party in its sole and unfettered discretion. Without limiting the generality of the foregoing, the Town 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:

- experience;
- reputation;
- safety considerations including safety record;
- financial solvency; or
- provision of required security.
- any other factor that the Town deems pertinent in the selection process.

**11.0 ACCEPTANCE OF TENDER**

- 11.1** Acceptance of a Tender by the Town shall only be communicated by written notice from the Town to the Successful Tenderer. Notice of acceptance by the Town shall be delivered in writing to the Successful Tenderer at the address for the Successful Tenderer set out in the Tender Form. Such acceptance shall bind the Successful Tenderer to duly execute and deliver the Contract Documents to the Town and to furnish the bonds and insurance documents and all other attachments required by the Contract Documents to the Town.
- 11.2** The Tenderer hereby acknowledges and confirms that the obligation of the Town to execute and deliver the Contract Documents to the Tenderer is subject to the approval of the Council of the Town at a meeting of Council. Until such approval is given, the Town is under no obligation to execute and deliver the Contract Documents.

**12.0 TENDER SIGNING**

- 12.1** The Tender shall be properly signed in full compliance with the following requirements:
- 12.1.1 If the Tender is made by a corporation, the Tender shall be executed on behalf of the corporation under the seal of the corporation; or
- 12.1.2 if the Tender is made by a partnership, the firm name or business name shall be accurately printed above the signature of one of the partners, and the name of the partner shall be printed immediately below the signature of the partner; or
- 12.1.3 if the Tender is made by an individual carrying on business under a name other than his or her own name, the business name together with his or her name shall be printed immediately above the individual's signature; or
- 12.1.4 if the Tender is made by an individual carrying on business in his or her own name, he or she shall print his or her name immediately below his or her signature; or
- 12.1.5 if the Tender is made by a joint venture, each party to the joint venture shall execute the Tender in the manner appropriate to such party as set forth in this Section.
- 12.2** Tenders received from agents representing principals must be accompanied by a Power of Attorney signed by each principal showing that the agents are duly authorized to sign and submit the Tender and have full power to execute the Contract Documents on behalf of each respective principal, which, if so executed, will bind each principal and have the same effect as if it were duly signed by each principal.



**13.0 DISCLOSURE OF TENDER PRICE**

**13.1** After Tenders have been publicly opened, the Town may, at its discretion, release to the public a summary of Tender Prices.

**14.0 OTHER INFORMATION**

**14.1** The Town will provide only one set of Tender Documents to each Tenderer.

**14.2** **It is mandatory for the tenderer to inspect the streets prior to bidding.** By submitting a tender, the bidder verifies that he has inspected the site and made himself aware of all site conditions.

**15.0 TOWN'S REPRESENTATIVE**

**15.1** Direct all inquiries to Jim McCuaig, P.Eng., Director of Engineering & Infrastructure at (780) 624-2574 or [jmccuaig@peaceriver.ca](mailto:jmccuaig@peaceriver.ca)

**16.0 COMMENCEMENT AND/OR COMPLETION OF WORK**

**16.1** The Tenderer, in submitting the Tender, agrees to commence the Work and/or complete the Work pursuant to the relevant time periods provided for in the Contract Documents.

**17.0 PERMITS AND LICENSES**

**17.1** The Tenderer who is awarded the contract shall obtain and pay for all permits and licenses required by the Province, Town or any other authority to enable a Tenderer to do all things necessary to perform the contract according to the provisions of the Contract Documents.

## **SCHEDULE "A"**

### **SCOPE OF WORK**

#### **2021 Asphalt & Concrete Replacement Program**

##### **1.0 GENERAL SPECIFICATIONS:**

- 1.1** All reference to "Specifications" in this Tender document will be understood to mean Government of Alberta – Transportation's Standard Specifications for Highway Construction (Edition 15, 2013) unless otherwise noted.
- 1.2** The scope of work for this project shall include but is not limited to the following:
- Subgrade Excavation as applicable
  - Cold Milling as applicable
  - Granular Base Course
  - Asphalt Concrete Pavement
  - Concrete Curb, Gutter & Sidewalk
- 1.3** Unless otherwise specified, the Contractor shall 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.
- 1.4** All concrete will be 30Mpa at 28 days and be formed to look like existing concrete.
- 1.5** The Contractor shall supply aggregates entirely from sources of his own choice. Supply of aggregate will not be paid for separately. The cost of supplying aggregate is considered incidental to the work or included in the unit price bid for the work for which the aggregate is being produced.
- 1.6** "Granular Fill – Pit Run" may be under this Contract as backfill material in areas where additional excavation is required as a result of unforeseen deleterious material or where additional subgrade strengthening may be necessary.
- 1.7** Based on site conditions at the time of construction, the Owner may choose to eliminate in whole or in part, any work and quantity associated with "Granular Fill – Pit Run". The Contractor shall have no claim whatsoever against the Owner for any adjustments to the Unit Price Schedule estimated quantities and/or actual quantities utilized based on "on site" field decisions by the Owner.
- 1.8** The granular base course material shall not be placed until the underlying subgrade or granular sub-base course has been inspected and approved by the Owner. The subgrade or sub-base shall be shaped to cross-section shown on the drawings, or as directed by the Owner, and shall be maintained free of ruts, waves, and undulations by whatever means are necessary.

- 1.9 Unless otherwise specified, the granular material shall be placed in uniform layers not exceeding a 200 mm compacted depth.
- 1.10 The material shall be compacted by rolling with a pneumatic tired or vibrating roller of a type approved by the Engineer/Owner. The material shall be compacted near the optimum moisture content to 98% Standard Proctor Density. If the moisture content exceeds the optimum during compaction, the material shall be aerated by mechanical means until it has dried sufficiently to obtain the specified compaction. If the moisture content is below the optimum, water shall be added by an acceptable applicator, and in such quantities, to achieve the specified moisture content.
- 1.11 The work shall be performed in accordance with Section 3.50, Asphalt Concrete Pavement (EPS), of the "Standard Specifications for Highway Construction".
- 1.12 No additional payment will be made to the Contractor for greater thicknesses unless approved by the Owner.
- 1.13 Smoothness
  - 1.13.1 The surface of the compacted pavement shall be true to the required grade and cross-section with a smooth riding quality acceptable to the Owner.
  - 1.13.2 In addition to the above, when checked with a three metre (3 m) straight-edge held in successive positions parallel or perpendicular to the center line and in contact with the surface, the pavement surface shall not deviate from the straight-edge by more than three millimetre (3mm).
  - 1.13.3 If, in the opinion of the Consultant, an objectionable riding surface exists or a depression or a bump, the Contractor shall either grind and resurface with an asphalt overlay or remove and replace the asphalt surface.
- 1.14 Texture
  - 1.14.1 The completed pavement shall have a tightly knit texture and shall be free from segregation and surface cracking. Mixes that are excessively tender, or difficult to roll, shall be redesigned by the Contractor's Engineer in order to remedy the situation. The new design shall meet all of the requirements of this section and shall be submitted to the Consultant for approval at least three (3) working days prior to its use.
- 1.15 Fuel, asphalt, and any other spills shall be cleaned up to the satisfaction of the Director of Engineering & Infrastructure at the Contractor's expense.
- 1.16 Work that does not meet the foregoing requirements shall be repaired or reconstructed to the satisfaction of the Director of Engineering & Infrastructure and at the Contractor's expense.

## **2.0 SIGNING AND TRAFFIC ACCOMODATION**

- 2.1 No traffic shall be allowed on the finished surface until it has cooled to atmospheric temperature.
- 2.2 The contractor will submit a Traffic Accommodation Plan prior to the Director of

Transportation & Infrastructure three working days prior to the commencement of work.

- 2.3** The contractor shall utilize Alberta Transportations – Traffic Accommodations in Work Zones 2008 as a guide in preparing the Traffic Accommodation Plan. 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

### **3.0 MEASUREMENT FOR PAYMENT**

- 3.1** Asphalt will be paid at the unit price bid per square metre for “Asphalt Concrete Pavement – EPS Mix Type M1 (PG 52-34)” for the thickness specified in the contract drawings. Quantities have been included in the total square metres for two lifts of 50 mm each in areas where roadway repairs take place.
- 3.2** All invoices will be prepared by the contractor on a monthly basis. Invoices will be calculated on the basis of the actual work completed at the unit prices tendered for the Work.
- 3.3** Invoices shall show the value of work completed during the previous month less 10% holdback and any adjustments to the previous payments. In addition, the invoice will show the aggregate of previous payments.
- 3.4** The holdback will be paid to the Contractor at a date not prior to forty-five (45) days after issuance of the Construction Completion Certificate and the following:
- 3.4.1 the Contractor furnishing the Director of Engineering & Infrastructure with a statutory declaration dated not before forty-five (45) days after the date of the Construction Completion Certificate stating that all materials, labour, work and services incurred have been paid for by the Contractor;
  - 3.4.2 the Contractor furnishing the federal tax rebate forms and invoices to the Director of Engineering & Infrastructure;
  - 3.4.3 the Workers’ Compensation Board filing with the Director Engineering & Infrastructure a certificate that all assessments due the Board by the Contractor have been paid;
- 3.5** A full and complete statutory declaration, in form suitable to the Owner, by a responsible officer of each supplier, material-man and subcontractor of the Contractor acceptable to the Owner, reciting the names of all its supplier, material-men and subcontractors, to the effect that:
- 3.5.1 Its suppliers, material-men and subcontractors have been paid in full for all work done and all materials supplied in connection with the performance of the Work;
  - 3.5.2 It has been paid in full by the Contractor for all work done and materials

supplied in connection with the performance of the Work; and

**3.6** All persons who have performed any work or service for it, have been paid in full for all work or service done in connection with the performance of the Work.

3.6.1 Except in the case of the Final Progress Payments, the payment due for the previous month's work shall become due and payable to the Contractor within thirty (30) days following certification of the invoice by the Director of Engineering and Infrastructure.

3.6.2 Payment will be made at the unit price bid per kilometre for each road segment listed on the tender form. This payment will be full compensation for mobilization, demobilization, cleaning the road surface adjacent to the cracks, supplying and applying the crack sealant, quality control, traffic accommodation and signing.

3.6.3 The Town may add or delete work from the contract to meet its budgetary target for the project. In the event of additional work, added streets will be compared to prices submitted on the tender form.

#### **4.0 COMPLETION DATA AND LIQUIDATED DAMAGES**

**4.1** The Contractor shall schedule his operations to ensure completion of the project by October 15, 2021.

**4.2** The Contractor agrees to pay to the Owner, in lieu of substantiated costs of the Owner's administration and inspection forces, an amount per day for each work day and every day beyond the specified or adjusted Contract completion date that the work remains uncompleted, in accordance with the following terms:

4.2.1 The sum of \$300.00 per day for each calendar day until in the opinion of the Director of Engineering & Infrastructure the base work outlined in the RFP is complete.

4.2.2 The Director of Engineering & Infrastructure will deduct assessed Liquidated Damages from payments due on this Contract. If there are insufficient funds to cover the liquidated damages, the Owner will invoice the Contractor. The Contractor shall promptly pay the amounts invoiced. Should any Liquidated Damages remain unpaid after 60 days from the date of invoice, the Owner may recover such unpaid sum from any money due to the Contractor from the Owner on any Contract or account, rendering an accounting to the Contractor for any sums so recovered.

#### **5.0 INSURANCE**

**5.1** The Contractor shall obtain and maintain in force during the Term the following insurance, all satisfactory of the Town, acting reasonably;

- 5.2** Standard automobile, bodily injury and property damage insurance providing coverage of at least Two Million (\$2,000,000.00) Dollars inclusive and in respect of any one claim for the injury to or death of one or more persons or damage to or destruction of property;
- 5.3** A comprehensive general liability insurance policy providing coverage of at least Two Million (\$2,000,000.00) Dollars inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
- 5.3.1 non-owned automobiles;
  - 5.3.2 contractual liability including this Agreement;
  - 5.3.3 broad form property damage endorsement;
  - 5.3.4 sudden and accidental pollution liability; and
  - 5.3.5 products and completed operations.
- 5.4** Workers' Compensation coverage for all employees, if any, engaged by the Contractor in accordance with the laws of the Province of Alberta; and shall submit to the Town a certificate from the Worker's Compensation Board showing that the Contractor is registered and is in good standing with the Board. The Contractor will remain in good standing with the Board throughout the entire term of this Contract.
- 5.5** Employer's liability insurance respecting employees, if any, of the Contractor with limits of liability of not less than Two Million (\$2,000,000.00) Dollars per employee for each accident, accidental injury or death of an employee or any sub-Contractor engaged by the Contractor;
- 5.6** Other insurance as the Town may from time to time reasonably require.
- 5.7** The Contractor shall ensure that all insurance coverage maintained by the Contractor in accordance with this Agreement shall name the Town and any other party designated by the Town as an additional insured, contain a severability of interests or cross liability clause, and shall provide that no such insurance policy may be cancelled without the insurer provided no less than thirty (30) days' written notice of such cancellation to the Town. The Contractor shall, prior to signing of contracts, furnish written documentation, satisfactory to the Town, evidencing the required insurance coverage. The cost of all of the insurance required to be held by the Contractor as set forth herein shall be borne by the Contractor. The Contractor shall, prior to signing of contracts, furnish written documentation to the Town evidencing Workers' Compensation coverage.

## **6.0 BONDS**

**6.1** To ensure the faithful execution and proper fulfillment of the Contract, the Contractor shall provide the Owner with the following bond at the time of his execution of the Contract agreement:

6.1.1 The 10% Tender Security Bid Bond will be held as a performance bond for the duration of the project.;

6.1.2 Final release of Contract performance security will be made after deficiencies in materials and workmanship arising during the "Guarantee" period have been corrected as provided in the Contract and to the satisfaction of the Owner.

**TENDER FORM FOR SCHEDULE "A"**

**2021 Asphalt & Concrete Replacement Program**

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**1.0 FROM:**

\_\_\_\_\_  
**[COMPANY NAME]**  
(the "Tenderer")

of

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**[BUSINESS ADDRESS]**

**TO: THE TOWN OF PEACE RIVER**  
**(the "Town")**  
Box 6600  
9911 – 100 Street  
Peace River, AB  
T8S 1S4

**Attention:** Jim McCuaig, P.Eng., Director of Engineering & Infrastructure

**RE: THE WORK** as defined in the **Instructions to Tenderers**

**2.0 TENDER PRICE**

- 2.1. The Tenderer has obtained and carefully examined the Tender Documents. The Tenderer has also examined the Work area and has examined all conditions affecting the Work.
- 2.2. The Tenderer hereby agrees to all of the terms and conditions contained in the Tender Documents (as that term is defined in the Instructions to Tenderers).
- 2.3. The quantities shown in the tables below include deletable items which may be deleted by the Owner prior to the tender being awarded. The deletable items will be determined on the overall tender prices presented.
- 2.4. The Tenderer does hereby agree to carry out the Work in accordance with the Tender Documents for the Tender Price of:



2021 ADDITIONAL ASPHALT QUANTITIES						
No.	ADDRESS	ADDRESS DESCRIPTION	ASPHALT (m <sup>2</sup> )		UNIT PRICE (\$/m <sup>2</sup> )	TOTAL PRICE
			ROAD	PARKING		
1A	9621-90 Ave	Metis Nation office (Northend)	74			
1B	9621-90 Ave	Metis Nation office (Northend)		23		
2	11517-99 St	(Southend)	72			
3	10929-91 St	In 91 St (Lower West Peace)	153			
4	8005-102 Ave	Kaltire (SaddleBack)		42		
5	10209-83 St	Private driveway (SaddleBack)		85		
6	7510-104 Ave	South entrance (SaddleBack Industrial)	28			
7	Co 104 Ave & 77 St	(SaddleBack Industrial)	24			
8	17210-102 Ave	Culvert 102 Ave (SaddleBack Industrial)	110			
<b>SUB-TOTAL</b>			<b>461</b>	<b>150</b>		
<b>GST</b>						
<b>TOTAL</b>						

2021 ADDITIONAL CONCRETE QUANTITIES						
No.	ADDRESS	DESCRIPTION & LOCATION	CONCRETE (m)	DELETABLE	UNIT PRICE (\$/m)	TOTAL PRICE
1	11010-90 St	1.7m Rolled curb sidewalk at driveway (Upper West Peace)	7	No		
2	13009-92 St	1.8m Rolled curb sidewalk (Shaftesbury Estate)	7.6	No		
3	9708-98 Ave	West curb in 96 St, Sixplex (Downtown)	29	Yes		
4	9720-98 Ave	South sidewalk in 98 Ave, Sixplex (Downtown)	53	Yes		
5	9720-98 Ave	South curb in 98 Ave, Sixplex (Downtown)	33	Yes		
6	9815-100 St	Southside along 99 Ave, across from Panago (Downtown)	21	No		
7	10307-99 St	Catholic conference center 1.3 wide sidewalk (Southend)	27.6	Yes		
8	10307-99 St	Catholic conference center corner 1.3 wide (Southend)	58.3	Yes		
9	11701-101 St	Mono and rolled curb sidewalk, below toboggan hill (Southend)	28	Yes		
10	9710-89 Ave	Jehovahs Witnesses sidewalk (Northend)	106	Yes		
11	9621-90 Ave	1.7m Rolled curb sidewalk, Metis Nation office (Northend)	6	No		
12	9616-85 Ave	Rolled Driveway access to be widened (Northend)	7.5	No		
13A	9701-81 Ave	half mono half rolled (Northend)	7.5	No		
13B	9701-81 Ave	Curb alongside driveway (Northend)	4.3	No		
14	9806-74 Ave	1.7m Rolled curb and entrance path (Northend)	15	No		
<b>SUB TOTAL</b>			<b>410.8</b>			
<b>GST</b>						
<b>TOTAL</b>						

**3.0 GST**

3.1. The Tender Price is in Canadian funds and excludes any applicable GST. The cost of the 5% (five percent) GST on the above Tender Price is:

\_\_\_\_\_  
(Amount in Words)

\$ \_\_\_\_\_  
(Amount in Figures)

**4.0 ADDENDA**

4.1. The following Addenda have been received. The modifications of the contract documents noted herein have been considered and all costs included in the Tender:

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

**5.0 TENDER SECURITY**

5.1. The Tender Security in the amount of 10% of the Total Tender Amount inclusive of GST is included with the tender in the form of a certified cheque, bank draft, or moneyorder.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first written above.

**SIGNED, SEALED and DELIVERED by**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Name of Witness (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Name of Witness (Please Print)



**BETWEEN:**

***THE TOWN OF PEACE RIVER***

(hereinafter called the "Town" in this Agreement)

And

\_\_\_\_\_  
(hereinafter called the "Contractor" in this Agreement)

***THE TOWN AND THE CONTRACTOR AGREE AS FOLLOWS:***

**The Contractor undertakes to perform the following work:**

**2021 Asphalt & Concrete Replacement Program**

as noted within the contracted scope of work.

- 1.0 The Town will pay to the Contractor for the provision of services under this Agreement a sum not to exceed \$\_\_\_\_\_, inclusive of all expenses and disbursements and G.S.T.
- 2.0 Payment will be calculated as follows:
  - 2.1. Unit rates as noted in Schedule A of the submitted tender.
- 3.0 The Contractor shall be paid on the basis of actual invoices (or copies) submitted. The Town will make payment in full within 30 days of satisfactory completion of contract.
- 4.0 The representatives of the parties for this Agreement are:

**4.1. for the Town**

Jim McCuaig P.Eng., Director of Engineering & Infrastructure  
Town of Peace River  
P.O. Box 6600  
9911 - 100 Street  
Peace River, AB  
T8S 1S4

**4.2. for the Contractor**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any notice required to be given by one party to the other can be given to the parties' representatives at the addresses set out above.

- 5.0 The services of the Contractor shall be performed to the specifications and satisfaction of the Town as per Schedule A as attached hereto.
- 6.0 This Agreement shall not come into effect until signed by both parties.
- 7.0 Failure to complete the contract within the specified time shall entitle the Town to employ other persons to complete the work at the Contractor's expense.
- 8.0 The Town may terminate the Agreement at any time upon 5 days written notice to the Contractor, following receipt of such notice, the Contractor shall submit an invoice to the Town for services completed up to the date of termination.
- 9.0 The parties by mutual agreement in writing may terminate this Agreement in full or in part at any time.
- 10.0 The Contractor is an independent contractor and shall not for any purpose be a servant, employee or agent of the Town.
- 11.0 This Agreement may be amended by mutual agreement in writing of the parties.
- 12.0 The Town may in his sole discretion delegate any duties, powers and functions relating to the provisions of this Agreement to any employee or employees of the Town of Peace River.
- 13.0 This Agreement shall not be assigned without first obtaining the written consent of the Town.
- 14.0 The Contractor shall indemnify and hold harmless the Town, his employees and agents from any and all claims, demands, actions and costs that may arise, directly or indirectly, out of any act or omission of the Contractor, his employees or agents, in the performance by the Contractor to this Agreement. Such indemnification shall survive termination of this Agreement. The Town shall not be liable nor responsible for any bodily injury or property damage of any nature that may be suffered or sustained by the Contractor, his employees or agents in the performance of this Agreement.
- 15.0 The Contractor shall comply with:
  - 15.1. any Act of the Legislature of the Province and of the Parliament of Canada now in force or enacted after this time and any regulations enforced from time to time under any such Acts, and
  - 15.2. any by-law or resolution of any Municipal Government in the Province which the Contractor is lawfully subject to, that applies to the Contractor in respect of this Agreement.
- 16.0 It is agreed that this written document contains the entire agreement of the parties in regard to the matters dealt with, and that no understandings or Agreements, verbal or otherwise, exist

between the parties except as expressly set out.

17.0 The validity and interpretation of this Agreement and of each clause or part is to be governed by the laws of the Province of Alberta.

The parties have signed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_.

SIGNED IN THE PRESENCE OF:

CONTRACTOR:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Please print name

\_\_\_\_\_  
Please print name

THE TOWN OF PEACE RIVER

PER: \_\_\_\_\_  
Christopher J Parker, CAO