



## **EASTSIDE HIKE AND BIKE GREENWAY FORMALIZATION PHASE 2**

### **Asphalt Path Construction South of Park Drive**

Issue Date: May 15, 2015

Prepared by: Public Works  
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## **EASTSIDE HIKE AND BIKE GREENWAY FORMALIZATION PHASE 2**

### **INVITATION TO TENDER**

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Sealed tenders clearly marked “**Eastside Hike and Bike Greenway Phase 2**” will be received at the Town of Oliver Municipal Offices, 6150 Main Street, Box 638, Oliver, BC until 2:00pm local time on Monday June 1, 2015.

The project comprises of approximately 1,020m of pathway paving.

Tender Documents are available electronically on the Town of Oliver website.

Tenders will be opened publicly immediately after the closing hour of this Tender, at the Town of Oliver Municipal Office, at which time interested parties may be present if so desired.

The lowest or any tender will not necessarily be accepted.

Shawn Goodsell,  
Director of Operations  
Town of Oliver

**PART 1 - INSTRUCTIONS TO TENDERERS****1.1 Inquiries**

All inquiries regarding this Tender shall be directed to Shawn Goodsell, Director of Operations:

Phone: 250-485-6216  
Fax: 250-498-2456  
Email: [sgoodsell@oliver.ca](mailto:sgoodsell@oliver.ca)

**1.2 Submission of Tender**

All Tenderers shall submit sealed tenders, marked on the outside of the bid envelope as follows:

Eastside Hike and Bike Greenway Phase 2  
Town of Oliver  
6150 Main Street  
Box 638  
Oliver, BC V0H 1T0

**1.3 Closing Date**

Sealed and marked bids will be received until 2:00pm local time on Monday June 1, 2015.

**1.4 Addenda**

It is the Tenderer's responsibility to check for Addendums which will be posted on the Town of Oliver website.

**1.5 Tender Opening**

Tenders will be opened publicly immediately after the closing hour of this Tender, at the Town of Oliver Municipal Office, at which time interested parties may be present if so desired.

**1.6 Amendments or Withdrawals**

A Tenderer may amend or withdraw their Tender prior to the closing date and time by submitting a clear and detailed written notice to the primary contact.

**1.7 Examination of Site**

Before submitting a Tender, the Tenderer shall examine all work locations. The Tenderer shall satisfy themselves of any special risks, contingencies, regulations, safety requirements and other circumstances which may be encountered.

**1.8 Award of Tender**

The Town of Oliver reserves the right to reject any and all tenders. The award of the Contract is subject to Town Council.

**PART 2 - GENERAL CONDITIONS****2.1 Payments**

Payment will be made in accordance with the tendered lump sum and unit prices for the work. Payment will be made within twenty-one (21) days of completion in accordance with these documents.

**2.2 Oral Agreements**

No oral instruction, objection, claim, or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by agreed waiver or modification thereof in writing.

**2.3 Contractor's Comprehensive General Liability Insurance**

The Contractor shall protect themselves and indemnify and save harmless the Town of Oliver from any and all claims which may arise from the Contractor's operations under the contract where bodily injury, death or property damage is caused and for his purpose shall, without restricting the generality of the foregoing, provide and maintain insurance acceptable to the Town of Oliver, either by way of a separate policy or by an endorsement to the existing policy, and subject to limits of not less than \$2,000,000 (Two Million Dollars) inclusive per occurrence for bodily injury, death and damage to property including loss or use thereof.

**2.4 Automobile Liability Insurance**

The Contractor shall provide and maintain liability insurance in respect of owned, licensed vehicles subject to limits of not less than \$2,000,000 (Two Million Dollars) inclusive.

**2.5 Indemnity**

The Contractor shall indemnify and save harmless the Town of Oliver from and against all losses and claim, demands, payments, suits, actions, recoveries and judgements of every nature and description brought or recovered against the same and/or the Town of Oliver, by reason of any act or omission of the said Contractor, his agents, or his employees, in the execution of the work or in the guarding of it.

**2.6 Workers' Compensation**

For the purpose of the work of this contract the Contractor shall be deemed the "Prime Contractor" for the work site under the Regulations of the Workers' Compensation Act and Occupational Health and Safety Regulation and must fulfil all of the obligations required of a Prime Contractor. The Contractor shall be responsible for safety management for all persons who are present within the work site including but not limited to the Contractor's workers, Subcontractor's workers, the Town of Oliver or Engineer or any other inspector or agent appointed by either of them and other Contractor's workers and anyone else.

**2.7 Inspection of the Work**

The Town of Oliver and/or its appointed representative will have the right of access to the works for purposes of inspecting the Contractor's work to determine compliance with these Contract Documents.

**2.8 Materials Testing**

The Town will be undertaking testing of the; sub-base, crushed base course and asphalt at the Towns expense. If any tests fail to meet minimum standards, the Town will deduct the cost of that test from the contract and the contractor will need to comply and re-test the failed area. The frequency and type of tests shall be at the discretion of the Engineer. Approximate testing standards will be in the following range:

- a. Subgrade; Standard Proctor Density test, one per 500 square metres
- b. Soft spot repair; Standard Proctor Density test, one per 300mm of backfill
- c. Pitrun and Crushed Gravel; Standard Proctor Density test, one per 500 square metres
- d. Asphalt; Mix Tests, one set per day
- e. Asphalt; Core Samples, one per 500 square metres

**2.9 Claims for Extra Work**

If the Contractor claims that any instruction by drawings or otherwise involve extra cost under this Contract, they shall give notice to the Town of Oliver in writing immediately. The Contractor shall then follow the Town's instructions regarding proceeding with the work in question. No Claim for Extra Work shall be valid unless so made.

**2.10 Business License**

Tenders will only be accepted from contractors having a valid business licence to operate in the Town of Oliver for contracting consistent with the scope of this contract.

**PART 3 - TENDER FORM**

The following Tender is hereby submitted to:

The Town of Oliver  
6150 Main Street, Oliver, BC V0H 1T0

Hereinafter called the "Town"

On behalf of:

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Contractor

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Address

(We), the undersigned, will provide all labour, materials, plant and equipment necessary to complete the works in accordance with the contract drawings and specifications at the herein stated tendered price. The undersigned agrees that the Town of Oliver will not be responsible for any errors or omissions on the part of the undersigned in preparing this tender.

The undersigned agrees that this tender constitutes a firm and irrevocable offer to the Town and cannot be withdrawn for a period of fourteen (14) calendar days after the tender closing date. We agree to begin work immediately upon receipt of "Notice of Tender Acceptance" and to proceed with the work in such a manner as to complete construction within forty-five (45) calendar days of the date of "Notice of Tender Acceptance".

The undersigned further acknowledges that time is of the essence associated with work of this contract. Should the Contractor fail to complete the work by the completion date specified herein, then the Contractor will compensate the Town of Oliver for liquidated damages as follows:

- a) Costs to the Town of additional engineering supervision and;
- b) Any other costs incurred by the Town caused by the Contractor's failure to meet the specified completion date of the contract.

**PART 3 - TENDER FORM**

Supply and install the following works in accordance with these Contract Documents and Specifications complete with labour, equipment, materials, compaction, testing, layout, restoration, permits, traffic control and incidentals.

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNITS</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
1.0	Mobilization and demobilization	LS			_____
2.0	Grade and compact existing dyke surface to subgrade.	LS			_____
3.0	Supply, place and compact to 100% SPD – 75mm of 25mm minus MOTI spec crushed base course	m <sup>2</sup>	4,150	_____	_____
4.0	Supply, place and compact 50mm compacted thickness of hot mix asphalt, BCMOT 16mm medium asphalt mix, noted in Table 502 – C-1	m <sup>2</sup>	2,600	_____	_____
5.0	Shouldering complete with 50mm of 25mm minus crushed gravel	m <sup>2</sup>	1,550	_____	_____
<b>Subtotal 1.0 to 5.0</b>					_____
<b>Contingency Allowance</b>					<u>\$5,000.00</u>
<b>Subtotal</b>					_____
<b>GST (5% of Subtotal)</b>					_____
<b>TENDER TOTAL</b>					_____



Dated at: \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
(Name of Corporation, Partnership or Organization)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Fax)

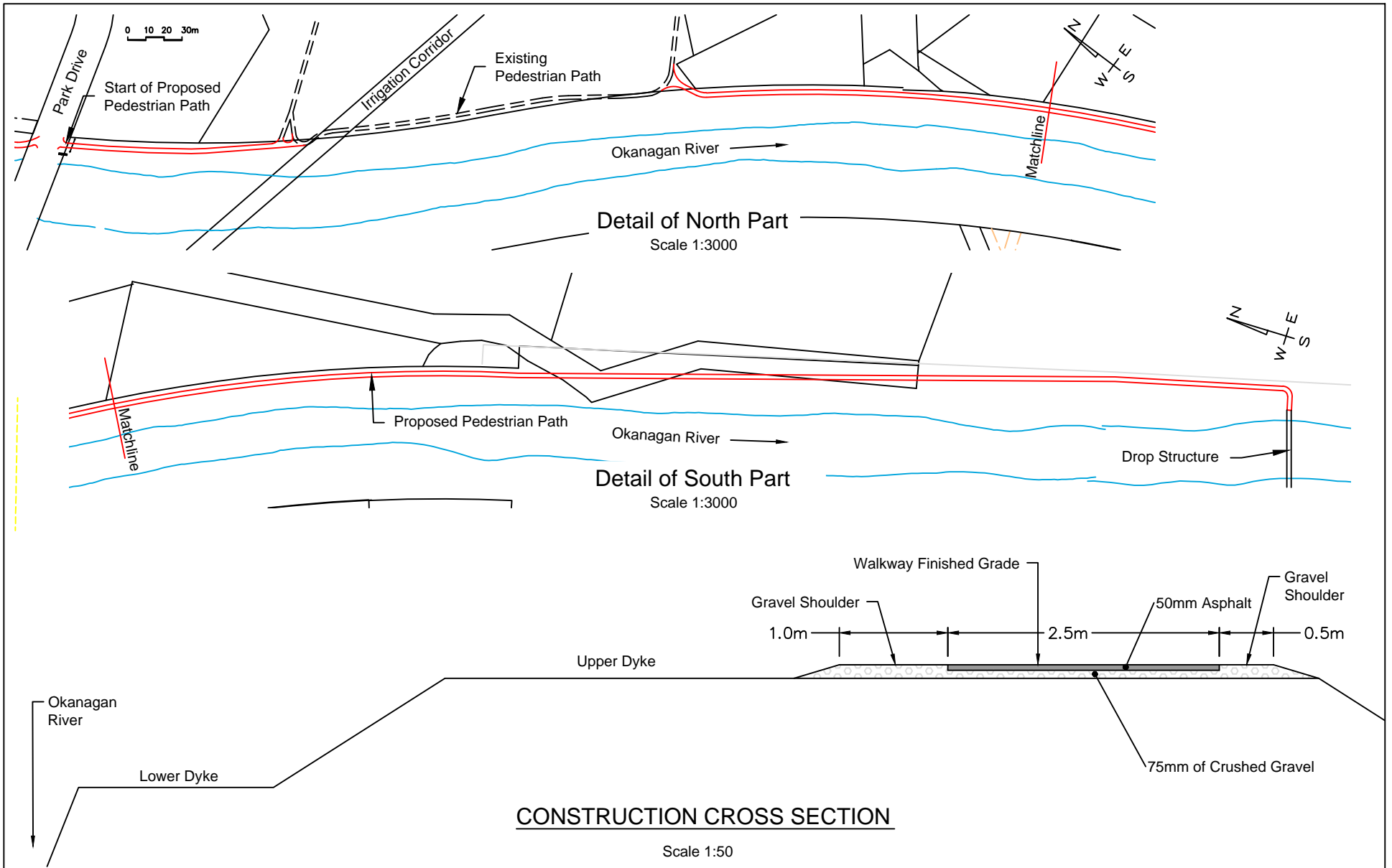
\_\_\_\_\_  
(Signature of Authorized Person)

Accepted by the TOWN OF OLIVER

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Signature and Title)



TOWN OF OLIVER

EASTSIDE HIKE AND BIKE GREENWAY PHASE 2  
SOUTH OF PARK DRIVE



DWN. BY: CM  
DATE: May 2015

DSGN. BY: CM/SG

SCALE: 1:3000

DWG. NO.:

REV.:

SK1

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