



Department of Public Works

2021

Request for Quotations

**Standing Offers for the Supply of
Type 3 Asphalt**

Closing Date:

May 25th, 2021 at 2:00 pm

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INTRODUCTION

1. The City of Yorkton (the "**Owner**") is inviting quotations ("**Bids**") for the supply of asphalt material.
2. The purpose of this Request for Quotations ("**RFQ**") process is to select vendors to enter into Standing Offer Agreements with the Owner for the supply of the asphalt material required by the Owner for the 2021 calendar year. Further details about the asphalt material required by the Owner are set out in Material Requirements.

SUBMISSION OF QUOTATIONS

3. Bids will be received electronically by the Owner, at the following email address:

To: jmatsalla@yorkton.ca

Subject: Bid for the Supply of Asphalt Material

Attention: Jessica Matsalla, City Clerk

before **2:00 pm local time on May 25th, 2021**

4. The quotation form and required submittals noted in point number 19 below shall be scanned originals combined into one (1) file under ten (10) MB in size. This file shall be attached to the above noted email.
5. Bidders must confirm by phone at 1-306-786-1717 with the City Clerk named above before 2:00pm local time on May 25th, 2021 to confirm that the Owner has received the bid submission.
6. The City Clerk will then reply via email to the sender of the bid confirming the phone conversation and that the bid has been received.
7. Emails containing bids that are submitted after 2:00pm local time on May 25th, 2021 will not be opened.
8. Bids will be opened privately after the time for receipt of Bids. A summary of bid results and recommendation for award will be disclosed at the first available council meeting.

RFQ DOCUMENTS

9. The following sections form part of this RFQ:
 - a) Quotation Form
 - b) Standing Offer Agreement (to be completed only upon award of contract)
 - c) Material Requirements
10. RFQ Documents may be viewed and obtained online at www.sasktenders.ca and <https://www.yorkton.ca/tenders/>.
11. The RFQ Documents are provided to Bidders for the sole purpose of obtaining quotations to perform the work described in this RFQ, and do not confer any license or grant permission for any other use.

INQUIRIES/ADDENDA

12. Any inquiries concerning this RFQ should be submitted by email to pwtenders@yorkton.ca.
13. All inquiries should be in writing and received by the Owner not less than five (5) days before the date set for submission of Bids.

14. The Owner may circulate its response to any inquiries to all Bidders, along with the original inquiry and may post such response and original inquiry on www.sasktenders.ca <https://www.yorkton.ca/tenders/>. Alternatively, the Owner may choose not to reply to an inquiry.
15. Bidders should refrain from contacting other employees, agents or members of Council of the Owner in respect of this RFQ process, including for the purposes of lobbying or attempting to influence the outcome of this RFQ process. Any such contact may, in the Owner's sole discretion, result in result in disqualification.
16. The Owner may make changes to the RFQ Documents prior to the RFQ submission deadline. Any changes will be in the form of written addenda which will be posted on www.sasktenders.ca and <https://www.yorkton.ca/tenders/>.
17. Bidders are responsible for addressing all addenda in preparing their quotations and should confirm, prior to submitting their quotation, that all issued addenda have been received.

FORM OF QUOTATIONS

18. Bids should be made on the form provided in the Quotation Form.
19. In addition, Bids should be accompanied by the following submittals:
 - (a) current Letter of Good Standing issued by WCB Saskatchewan;
 - (b) copy of City of Yorkton Business License;
 - (c) proof of insurance coverage which meets the requirements noted in the Standing Offer Agreement being;
 - i. Commercial General Liability Insurance in an amount not less than \$2,000,000 per occurrence; and
 - ii. Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence.
 - (d) conflict of interest disclosure (if applicable) in accordance with the requirements of this RFQ.
 - (e) copy of the Scale Compliance Certificate dated within one (1) year bid.
20. The Owner expects that the pricing provided in each Bidder's Bid will remain available for a period of sixty (60) days following the Bid submission deadline in order to allow the Owner sufficient time to review and evaluate Bids.

EVALUATION PROCESS

21. Quotations will be opened and evaluated privately.
22. In evaluating Bids, the Owner intends to select the lowest qualified Bid for the material described in the Material Requirements, and then enter into a Standing Offer Agreement with the selected Bidder for the supply of the asphalt material.
23. In assessing each Bidders qualifications, the Owner will consider:
 - (a) the submittals provided by the Bidder as part of its Bid;
 - (b) clarifications and/or additional information that may be supplied pursuant to requests from the Owner;

- (c) the Owner's past experience in working with a Bidder, including any claims or disputes arising from previous projects involving the Bidder; and
 - (d) such other factors as the Owner considers relevant.
24. The Owner may, in its sole discretion, request clarification and/or additional information from a Bidder during the evaluation process.
25. In evaluating Bids, the Owner may, in its sole discretion, waive any defects, irregularities, or non-conformances with the requirements of this RFQ, and may consider each Bid on its merits regardless of any such defects, irregularities, or non-conformances.
26. The Owner will notify all unsuccessful Bidders after completing the evaluation and contract award process. Unsuccessful Bidders may request a debriefing interview to obtain feedback on their Bid after receiving this notification.

FORM OF CONTRACT

27. The successful Bidder will be expected to enter into contract with the Owner based on the Standing Offer Agreement attached in Appendix A.

EFFECT OF RFQ

28. This RFQ is not intended to be a tender or otherwise subject to the laws applicable to competitive bidding. Until such time as the Owner signs a definitive agreement with a Bidder, the Owner does not intend to create a contractual relationship or any other legal duties or obligations with any Bidder.
29. Bidders may withdraw or amend their Bids at any time by written notice to the Owner, prior to the Bidder and the Owner entering into a formal contract.
30. Submission of a Bid does not obligate the Owner to accept any Bid or to proceed further with the entering into of an agreement with any Bidder. Consideration of any Bid shall be in the Owner's sole discretion.
31. The Owner may, in its sole discretion, at any time and for any reason:
- (a) reject any and all Bids (including, for greater certainty, the lowest cost Bid);
 - (b) modify or vary any aspect of this RFQ at any time before or after the time for submission of Bids, including extending the deadline for submission of Bids;
 - (c) accept any non-compliant, conditional or irregular Bid or any alternate Bid, in whole or in part;
 - (d) discuss the terms of a Bid submitted by a Bidder with that Bidder at any time, on a confidential basis, for the purposes of clarification and/or negotiation of that Bid;
 - (e) allow any Bidder submitting a Bid to modify or vary any aspect of its Bid at any time by giving written notice to the Owner;
 - (f) negotiate any and all aspects of any Bid and the conditions of any contract with the Owner (including, without limitation, those provisions relating to pricing, goods, services, and/or the terms and conditions of supply) with any one or more Bidders at any time in its sole discretion, whether before, during or after the selection and evaluation process; and

- (g) cancel this procurement at any time for any reason and thereafter proceed in any manner it sees fit.

CONFIDENTIALITY, PUBLIC ANNOUNCEMENTS

- 32. Bidders are expected to keep confidential all documents, data, information and other materials of the Owner which are provided to or obtained or accessed by a Bidder in relation to this RFQ, other than documents which the Owner places in the public domain. Bidders are expected to refrain from making any public announcements or news releases regarding this RFQ or the entering into of a contract pursuant to this RFQ, without the prior written approval of the Owner.
- 33. Bidders are advised, the Owner is subject to the provisions of *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan), which provides a right of access to information in records under the control of a municipality. Bidders are advised that pursuant to *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan), the Owner may be required to disclose the RFQ documents and/or parts of any Bid in response to this RFQ.

CONFLICT OF INTEREST

- 34. Bidders are asked to disclose to the Owner in writing whether they have any actual, potential or perceived conflicts of interest relating to their participation in this RFQ or their provision of the requested services to the Owner, and if so, the nature of each conflict of interest. If the Owner receives disclosure of a conflict of interest from a Bidder, the Owner may in its sole discretion take one or more of the following steps:
 - (a) require the Bidder to address the conflict of interest to the satisfaction of the Owner;
 - (b) disqualify the Bidder from further participation in the RFQ; or
 - (c) such other steps as the Owner may deem appropriate.
- 35. Further, if the Owner learns that a Bidder has failed to identify a conflict of interest, the Owner may disqualify the Bidder from this RFQ or take such other steps as the Owner may deem appropriate.
- 36. For the purposes of this RFQ "conflict of interest" includes any situation or circumstance where, in relation to a Owner procurement competition, a Bidder has an unfair advantage, a perception of an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including:
 - (a) any relationship between the Bidder (including its management) and the Owner, members of Council, its management, or other Owner personnel involved in this RFQ, which may give rise to a conflict of interest;
 - (b) having, or having access to, information in the preparation of its Bid that is not available to other Bidders, but such does not include information a Bidder may have obtained in the past performance of a contract with the Owner that is not related to the creation, implementation or evaluation of this or a related procurement;
 - (c) communicating with any person with a view to influencing preferred treatment in the procurement competition (including but not limited to the lobbying of decision makers involved in the procurement competition); or
 - (d) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive procurement competition or renders that competition non-competitive, less competitive, or unfair.

TRADE AGREEMENTS

Bidders are advised that procurements issued by the Owner which fall within the scope of New West Partnership Trade Agreement or the Agreement on Internal Trade or the are subject to the applicable provisions of those trade agreements.

COSTS/EXPENSES

1. All costs and expenses incurred by a Bidder in connection with this RFQ are the responsibility of the Bidder. The Owner will not reimburse Bidders for any such costs or expenses.

Material Requirements

The intent of this Request for Quotations is to obtain standing offers to supply asphalt material for pick up to the City of Yorkton - Department Public Works over the course of the 2021 calendar year. The type of asphalt material and approximate quantity that the Owner expects to utilize in 2021 are as follows:

Material	Approximate Quantities Required
Type 3 Asphalt	1,400 tonnes

Bidders should refer to the Standing Offer Agreement for applicable terms and conditions of supply.

See City of Yorkton, Supply of Type 3 Asphalt – General Specifications (Revs. 2019) set out in Appendix B for technical specifications of asphalt materials and for other conditions of supply.

Quotation Form

Submit Quotation Electronically To:

To: jmatsalla@yorkton.ca

Subject: Bid for the Supply of Asphalt Material

Attention: Jessica Matsalla, City Clerk

Bidder Information:

Bidder's Legal Name: _____

Address: Street/PO Box: _____

City: _____ Province: _____ Postal Code: _____

Contact Person: _____

Phone: _____ Fax: _____ E-mail: _____

Price Quotations:

Prices are to be quoted exclusive of applicable GST and PST. Pricing should be based on material specifications as set forth in Material Requirements. Asphalt shall be available for Owner pick up between June 1st, 2021 and October 15th, 2021.

MATERIAL	UNITS	APPROXIMATE QUANTITY REQUIRED	BID PRICE PER TONNE (excluding GST and PST)
Type 3 Asphalt	Tonnes	1,400	\$

Batch Plant Location:

Provide location of the proposed source asphalt material quoted for above.

MATERIAL	LAND DESCRIPTION OF BATCH PLANT LOCATION	HAUL DISTANCE FROM BATCH PLANT TO YORKTON CITY LIMITS
Type 3 Asphalt		

Additional Information:

This Quotation form should be accompanied by the following submittals:

1. Current Letter of Good Standing issued by WCB Saskatchewan;
2. Copy of City of Yorkton Business License once awarded;
3. Proof of Insurance Coverage which meets the requirements of the Standing Offer Agreement, being:
 - a. Commercial General Liability Insurance in an amount not less than \$2,000,000 per occurrence; and
 - b. Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence.
4. Disclosure of any conflict of interest (if applicable), as required by the RFQ;
5. Copy of the Scale Compliance Certificate dated within one (1) year of date below.

Signature:

The undersigned Bidder has signed this Quotation Form on _____, 2021

Name of Bidder: _____

Signature: _____

APPENDIX A

Standing Offer Agreement

STANDING OFFER AGREEMENT

THIS AGREEMENT is made as of _____, 20____

BETWEEN:

CITY OF YORKTON
(the "Owner")

AND:

[NAME OF CONTRACTOR]
(the "Contractor")

RECITALS:

- A. The Owner issued Request for Quotations for the supply of type 3 asphalt to the Owner.
- B. The Owner and the Contractor wish to enter into this Agreement to outline the terms and conditions upon which the Contractor will supply certain products to the Owner, as more particularly described in this Agreement.

NOW THEREFORE the parties agree as follows:

1. **Interpretation:** The following schedules attached hereto are incorporated into and form part of this Agreement:

Schedule A	-	Scope of Supply
Schedule B	-	Payment
Schedule C	-	General Conditions

All capitalized terms used in this Agreement and not otherwise defined shall have the meanings given to such terms in Schedule C – General Conditions.

2. **Standing Offer:** The Contractor hereby offers to supply the Products described in Schedule A – Scope of Supply upon the delivery by the Owner of a duly issued Work Request (as defined below) during the term of this Agreement.

The Owner may, during the term of this Agreement, issue a request to the Contractor (a "**Work Request**") stating:

- (a) the quantities of Products requested;
- (b) the requested pick up location and date;
- (c) any ancillary services requested by the Owner in respect of the Products to be picked up.

The Products, must be within the scope offered by the Contractor, as described in Schedule A – Scope of Supply. The Work Request shall be made in writing and sent to the Contractor in accordance with Section 8 (Notices), or such other manner as the Owner and the Contractor may agree.

Upon issuance by the Owner of a Work Request in accordance with this Section 2 (Standing Offer), a binding agreement shall be formed for the Contractor to supply the Products described in the Work Request.

3. **Price and Payment Terms:** The Contract Price payable by the Owner to the Contractor for the complete performance of a Work Request shall be determined in accordance with the rates and other pricing provisions set out in Schedule B – Payment.
4. **Terms and Conditions:** The Contractor's performance of each Work Request shall be subject to (in the following order of priority):
 - (a) the terms and conditions of this Agreement;
 - (b) the terms and conditions set out in the attached Schedule C – General Conditions; and
 - (c) the requirements set forth in Schedule A – Scope of Supply.

The terms and conditions referred to above replace all terms contained in any document which has been or may in the future be supplied by the Contractor to the Owner in respect of a Work Request, whether set forth in the Contractor's proposal, order acknowledgement, invoice or otherwise.

5. **Term and Termination:** This Agreement will continue in effect from the date first written above until **October 15th, 2021**. The Owner may terminate this Agreement or any Work Request upon notice to the Contractor if:
 - (a) fails to comply with this any of the terms or conditions of this Agreement, including without limitation due to late supply of Products or failing to meet the specifications required by this Agreement; or
 - (b) becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, is subject to the appointment of a receiver, manager, trustee or liquidator, or has commenced dissolution, liquidation or winding up proceedings.
6. **No Binding Obligation:** Nothing in this Agreement: (a) commits the Owner to engage the Contractor to supply any Products, or (b) commits the Contractor to supply any Products to the Owner, until such time as a Work Request has been issued by the Owner in accordance with this Agreement.
7. **No Exclusivity:** Nothing in this Agreement is intended to grant any exclusivity rights to the Contractor, or limit the Owner's ability to engage any other Contractor to supply Products similar to that to be supplied by the Contractor.
8. **Notices:** All notices or other communications between the parties under this Agreement shall be in writing and sent by mail, courier, facsimile or e-mail to the address set out below, and to the attention of the person indicated below. All notices or other communications will be considered given: (a) in the case of personal delivery or delivery by courier, when delivered; (b) in the case of mail, three (3) days after they are postmarked; and (c) in the case of facsimile or e-mail, on the same day except if such notice is transmitted after 5:00 p.m. in the place in which it is received in which case it shall be deemed to have been received on the next working day. A "working day" is any day other than a Saturday, Sunday or statutory holiday in the Province of Saskatchewan.

9. Miscellaneous:

- (a) This Agreement and each Work Request is binding upon, and shall inure to the benefit of, the parties hereto and their successors and permitted assigns. Any assignment of this Agreement or any Work Request by the Contractor without the prior written consent of the Owner shall be void.
- (b) This Agreement may be signed in one or more counterparts and may be signed and delivered by facsimile or email, and all of the counterparts taken together shall constitute one and the same instrument.
- (c) This Agreement may be amended only by agreement in writing between the parties.
- (d) This Agreement and all Work Requests are governed by the laws of the Province of Saskatchewan. Each party submits to the jurisdiction of the courts of the Province of Saskatchewan with respect to any dispute arising out of this Agreement or any Work Request.

This Agreement is made effective as of the date first written above.

CITY OF YORKTON

[CONTRACTOR]

By: _____

By: _____

Name:
Title:

Name:
Title

Address for Notices:

[●]

Fax: [●]
Email: [●]

Address for Notices:

[●]

Fax: [●]
Email: [●]

SCHEDULE A – SCOPE OF SUPPLY

1. Products

The following Products are offered for purchase by the Owner under this Agreement:

Product	Units	Approximate Quantity Required by Owner	Price per Tonne (excluding PST and GST)
Type 3 Asphalt	Tonnes	1,400	\$

The approximate quantities indicated above are estimates only, and do not represent either minimum purchase commitments by the Owner or maximum allowable purchase amounts. The price stated above shall apply to all purchases of covered Products during the term of the Agreement.

2. Specifications/Supply Requirements

The City of Yorkton, Supply of Type 3 Asphalt – General Specifications (Rev. 2019) (the "**Specifications**") attached (Appendix B) to this Agreement is incorporated into and forms part of this Agreement. The Contractor shall satisfy all requirements contained in the Specifications, including those relating to Product standards and technical requirements. Refer to the Specifications for requirements relating to testing, production, weighing, and other matters.

3. Weighing

All Products supplied under this Agreement must be weighed, and weight tickets are to be provided to the Public Works Department at the time of pick up. Contractors will be responsible for weighing all Products prior to pick-up by the Owner.

SCHEDULE B – PAYMENT

1. Contract Price

The Owner shall pay the Contractor for Products delivered an amount based on the unit price(s) for the Products set out in Schedule A – Scope of Supply.

2. Full Compensation

The Contractor accepts the unit price(s) set out in Schedule A – Scope of Supply as full compensation for everything furnished and done by the Contractor under this Agreement.

3. Taxes

The unit prices(s) for the Products are exclusive of applicable sales taxes. The Contractor shall separately set out applicable sales taxes on invoices issued to the Owner. Any taxes not set out on the Contractor's invoices are deemed to be included in the Contract Price.

4. Invoices

The Contractor may invoice the Owner monthly in arrears based on the Products picked up by the Owner during the preceding month. Invoices shall be submitted to the Owner for approval at the address stated in the Standing Offer Agreement, or as the Owner may otherwise direct. Invoices must be accompanied by weight tickets from a certified scale.

5. Payment of Invoices

Payment of the Contractor's invoice(s) shall be due 30 days after receipt by the Owner. If any invoice or part of an invoice submitted by the Contractor is contested by the Owner in good faith, the Owner shall pay the portion of the invoice that is not in dispute and shall notify the Contractor of the amount in dispute within 30 days of receiving the invoice from the Contractor containing such amount in dispute.

Payment of the Contractor's invoices is subject to: (a) the Contractor providing appropriate clearance certificates regarding the payment of Saskatchewan Workers' Compensation assessments and PST; and (b) holdback requirements under *The Builders' Lien Act* (Saskatchewan).

6. Set-off

The Owner may withhold, set-off or deduct from any amount otherwise payable to the Contractor under this Agreement, such amount as may be reasonably necessary to reimburse, indemnify or protect the Owner from any amount owing by the Contractor to the Owner pursuant to this Agreement, or for any loss or damage that may be due to the default by the Contractor in any obligation under this Agreement.

SCHEDULE C – GENERAL CONDITIONS

ARTICLE 1: INTERPRETATION

1.1 Definitions

In these General Conditions:

- (1) "**Agreement**" and "**Contract Documents**" each mean, collectively: (a) the Standing Offer Agreement, (b) these General Conditions, (c) any Work Request, and (d) all of the schedules or other documents attached to the Standing Offer Agreement or any Work Request, or otherwise incorporated by reference from time to time;
- (2) "**City Indemnified Parties**" means, collectively: (a) the Owner, (b) it's councillors, employees and agents, and (c) the heirs, executors, successors and assigns of each of the foregoing;
- (3) "**Claim**" means any claim, demand, action, cause of action, suit or proceeding which is attributable to bodily injury, sickness, disease or death, or to damage to or destruction of tangible property;
- (4) "**Confidential Information**" means: (i) the terms and conditions of this Agreement; (ii) all knowledge and information concerning the operations of the Owner; (iii) any third party proprietary information in the custody and control of the Owner; or (iv) any personal information as defined in *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan); which may be acquired by the Contractor in the course of performing this Agreement;
- (5) "**Contract Price**" means the amount payable to the Contractor for the supply of Products under a Work Request;
- (6) "**Contractor Responsible Parties**" means, collectively: (a) the Contractor, (b) all Subcontractors, (c) the directors, officers, employees, and agents of the Contractor and all Subcontractors, and (d) the heirs, executors, successors and assigns of each of the foregoing;
- (7) "**Laws**" means all applicable federal, provincial, local or other laws, ordinances, rules, codes, regulations and permits of any relevant government or governmental authority which affect the Work, as well as all industry codes and standards customarily applicable to the Work;
- (8) "**Products**" means the Products to be supplied by the Contractor pursuant to a Work Request;
- (9) "**Standing Offer Agreement**" means the Standing Offer Agreement signed by the Owner and the Contractor to which these General Conditions are attached;
- (10) "**Subcontractor**" means any individual, firm or corporation engaged directly or indirectly by the Contractor in relation to a Work Request;
- (11) "**Work**" means the carrying out and doing of all things, that are to be done or supplied by the Contractor under a Work Request including the supply of Products and the performance of all other things required under the Contract Documents;

- (12) **"Work Request"** means a Work Request issued by the Owner pursuant to the Standing Offer Agreement; and
- (13) **"Work Site"** means the premises occupied by the Owner where the Work under a Work Request is to be performed.

Other defined terms have the meaning ascribed to them elsewhere in the Contract Documents.

ARTICLE 2: PERFORMANCE OF THE WORK

2.1 General Requirements

The Contractor shall: (a) have complete control over the proper performance of the Work; (b) shall effectively direct and supervise the Contractor Responsible Parties involved in the Work, so as to ensure compliance with the Contract Documents; and (c) if any other contractors are performing work at a Work Site, co-operate with and co-ordinate its activities with the other contractors at the Work Site so that the work of all contractors proceeds with efficiency.

2.2 Quality Requirements

The Contractor shall ensure that: (a) the Work and all Products satisfy, in every manner, the specifications provided in Schedule A – Scope of Supply, and all other requirements of the Contract Documents.

2.3 Subcontracts

The Contractor will not employ any Subcontractor to perform any part of the Work without first obtaining the written authorization of the Owner. No Subcontractor will be permitted on a Work Site without such prior approval.

2.4 Additional Instructions

The Owner may furnish to the Contractor such additional instructions as the Owner determines necessary for the performance of the Work. All such additional instructions must be consistent with the general scope and intent of the Contract Documents and the Contractor shall execute the Work in conformity with such additional instructions. In giving such additional instructions, the Owner will have authority to make minor changes in the Work, not inconsistent with the general scope and intent of the Contract Documents.

2.5 Compliance with Laws, Owner Policies

In performing a Work Request, the Contractor shall, and shall cause the Contractor Responsible Parties to comply with:

- (a) all Laws;
- (b) all site policies, rules and regulations established by the Owner which apply to any contractors who attend a facility or Work Site operated by the Owner, as may be supplemented or modified by the Owner from time to time.

2.6 Occupational Safety and Health

The Contractor shall:

- (a) be responsible for workplace health and safety relating to the Work in compliance with the rules, regulations and practices required by workplace health and safety Laws applicable to any Work Site;
- (b) ensure that all Contractor Responsible Parties comply with all health and safety precautions and programs established for the Work Site; and
- (c) be responsible for informing the Contractor Responsible Parties of any hazards or potential hazards associated with the performance of the Work.

2.7 Permits and Licenses

The Contractor shall, at its expense, obtain and comply with all necessary permits, licenses, certificates, clearances, approvals, authorizations or consents required by any relevant government or governmental authority for the performance of the Work.

2.8 Time for Performance

- (1) The Contractor shall perform the Work in accordance any timelines specified in a Work Request.
- (2) The Contractor will not be liable for delays in the performance of the Work due to causes not within the reasonable control of the Contractor, provided that the Contractor immediately notifies the Owner in writing of any such delay. The Contractor shall take all reasonable steps to mitigate the effects of such delay and provide the Owner with prompt notice upon cessation of such delay. If such delay is or is expected to be more than three (3) days, the Owner may, at its option, cancel all or any portion of the Work by giving written notice to the Contractor.

2.9 Protection of Property

- (1) The Contractor shall take all necessary precautions to protect the Owner's property, and the property of other persons from damage due to any cause related to performance of the Work.
- (2) If any of the Contractor Responsible Parties damages any of the Owner's property in the course of performing the Work, the Contractor shall reimburse the Owner for direct costs reasonably incurred by the Owner to make good such damage.

ARTICLE 3: INSPECTION AND TITLE

3.1 Inspection and Rejection

All Products are subject inspection and acceptance or rejection by the Owner. If rejected, the Owner will hold the Products for disposal at the Contractor's risk and expense. No payment for, inspection of, or acceptance of any part or all of the Products will relieve the Contractor from its responsibility to provide Products conforming to the requirements of this Agreement.

3.2 Title and Risk of Loss

The Contractor shall have the risk of loss for all Products until receipt by the Owner of such Products at the location specified in the Work Request, at which time title to and risk of loss with respect to such Products will pass to the Owner, free and clear of all liens, charges or encumbrances whatsoever.

ARTICLE 4: INSURANCE AND INDEMNITY

4.1 Insurances

The Contractor shall maintain and keep in force during the performance of the Work at its expense the following insurance policies with limits stated below:

- (1) commercial general liability insurance with a combined single limit of \$2,000,000.00 per occurrence, covering all operations by or on behalf of the Contractor against claims for bodily injury and property damage;
- (2) automobile liability insurance with a limit of \$2,000,000.00 per occurrence and in the aggregate covering all liability arising out of the operation of owned or non-owned automobiles; and
- (3) any other insurance which the Contractor is required by law to provide.

4.2 Terms of Insurance

- (1) The insurance policies obtained by the Contractor pursuant to Section 4.1 shall be provided in accordance with the following terms and conditions:
 - (a) the Contractor shall, prior to commencement of the Work and from time to time as further requested by the Owner, provide the Owner with a certificate of insurance evidencing that the insurance required under Section 4.1 has been so obtained.
 - (b) each insurance policy shall provide that 30 days prior written notice shall be given to the Owner of any cancellation of such policy.
 - (c) the Contractor shall ensure that the Owner is included as additional insureds regarding operations under this Agreement for the commercial general liability insurance.
 - (d) the Contractor shall make each insurance policy available for inspection upon request by the Owner.
 - (e) each insurance policy (excluding automobile liability insurance) shall be endorsed to provide that the insurer will have no right of subrogation against the Owner.
- (2) None of the providing of insurance by the Contractor in accordance with the requirements of the Agreement, the insolvency or bankruptcy of any insurance company, or failure of any insurance company to pay any claim accruing, shall be a waiver of any other provisions of this Agreement or any order with respect to liability of the Contractor to indemnify the Owner, unless otherwise expressly stated in this Agreement.

4.3 Workers' Compensation

The Contractor shall ensure that workers' compensation covers all workers engaged in performing the Work in accordance with *The Workers' Compensation Act, 2013* (Saskatchewan).

4.4 Contractor Indemnity

The Contractor shall indemnify and hold harmless the Owner Indemnified Parties from and against all liability, damages, losses, expenses or costs (including legal fees on a solicitor/client basis) suffered or incurred by the Owner Indemnified Parties as a result of Claims, which may be made, brought or prosecuted against any of the Owner Indemnified Parties by a third party, to the extent arising out of, resulting from, or attributable to:

- (a) the negligent acts or omissions, gross negligence, strict liability or willful, wanton or intentional misconduct of any of the Contractor Responsible Parties in the performance of the Work; or
- (b) a breach of this Agreement by the Contractor.

ARTICLE 5: GENERAL PROVISIONS

5.1 Rights and Remedies

Except as otherwise expressly provided in this Agreement, the rights and remedies of the parties specified in this Agreement are cumulative and are not exclusive of any other rights or remedies which the parties would otherwise have.

5.2 Independent Contractor

The Contractor is an independent contractor and not an agent or representative of the Owner. Nothing contained in this Agreement shall create any contractual relationship between the Owner and any Subcontractor nor an employment relationship between the Owner and any employee of a Contractor Responsible Party.

5.3 Waiver

No waiver by the Owner of any provision of this Agreement, nor consent by the Owner to any departure therefrom, shall in any event be effective unless it is signed by an officer of the Owner, and then shall be effective only in the specific instance and for the purpose for which given.

5.4 Survival

All provisions of this Agreement which expressly or by their nature survive the termination of this Agreement will continue in full force and effect after any termination of this Agreement.

APPENDIX B

General Specifications for Asphalt Pick Up

CITY OF YORKTON

SUPPLY OF TYPE 3 ASPHALT GENERAL SPECIFICATIONS (REV. 2019)

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1.0 DESCRIPTION

The work shall consist of mixing crushed aggregates, or a combination of crushed aggregates, blender sand material as required, additives as required, and asphalt cement in a hot mix plant. Work under these specifications shall include the supplying, processing, and loading of type 3 asphalt meeting the requirements of this specification, for pick up by the City of Yorkton, as directed by the Owner.

2.0 REFERENCE TO STANDARD SPECIFICATIONS

Reference in these Specifications will be made to the latest edition of the American Society for Testing Materials (A.S.T.M.), Canadian Standards Association (C.S.A.), publications by the Saskatchewan Ministry of Highways and Infrastructure covering asphalt and methods of testing asphalt.

3.0 MATERIALS

3.1 Aggregates

3.1.1 Source

The source of the aggregate shall be the locations specified in in the bid or quotation accepted by the City of Yorkton or alternate locations acceptable to the Owner.

3.1.2 Composition

The aggregate shall consist of fragments of durable rock, free from undesirable quantities of soft or flaky particles, shale, loam, vegetation or other deleterious material.

3.1.3 Moisture Content

Except when moisture control is specified, aggregate moisture content (by dry aggregate weight) shall be in the following ranges:

- All aggregates, 0 - 5%

When moisture control is specified it shall be carried out as a part of processing and stockpiling, and shall be included in the unit costs. Such aggregate (moisture control specified) shall, at time of delivery to batch plant site, have a moisture content in the range of 1.5% below optimum to 0.5% above optimum.

3.1.4 Existing Stockpiles

Material stockpiled by the Contractor both prior to and after the award of the Contract will not be accepted unless:

- testing was carried out by an approved Testing Agency at the minimum frequency specified in Section 3.3.1.

- test results indicate the material meets current specifications and is uniform throughout the stockpile, and;
- random testing by the Owner during pick up or after the material is dumped on site confirms the quality of the material.

3.2 Asphalt Classification

3.2.1 Aggregate Gradation

The gradation for the asphalt concrete aggregate shall meet the following:

Sieve Designation	% Passing
12.5 mm	100
9.0 mm	66 - 90
5.0 mm	46 - 72
2.0 mm	23 - 51
0.900 mm	15 - 37
0.400 mm	10 - 27
0.160 mm	3 - 14
0.071 mm	2 - 9

A tolerance of 3 % in the percent by weight retained on the maximum size sieve will be permitted providing 100% of the oversize passes the 16.0mm sieve.

3.2.2 Asphalt Properties

The asphalt concrete shall meet Type 3 (SHT) mix specifications. The asphalt concrete mix design should meet the following criteria:

Mix Characteristics	Mix Design
Asphalt Type	150 - 200A
Oil Content, %	±0.3 Design
Marshall Blows	50
Air Voids, %	3.0 - 5.0
Film Thickness, Minimum µm	7.5
Flow, mm	1.5 - 3.5
Fracture, Minimum % **	80.0
Lightweight Aggregate, Maximum %	1.0
Retained Stability, Minimum %	70.0
Stability, Minimum N	5500
Voids Filled, %	65.0 - 78.0
V.M.A., %	14.0 - 16.0

** The Fractured Face percentage will be calculated on the aggregate after combining all virgin aggregates and additives, excluding reclaim.

3.2.3 Asphalt Cement

The asphaltic binder shall be uniform in character, free of water and shall not foam when heated to 175°C. It shall meet the following specifications:

ASTM Characteristics	Test Method	Min	Max
Penetration, 25°C, 100 g, 5 sec	D5	As noted below	
Viscosity @ 60°C, mPa.S	D2171		
Flash point (Cleavland Open Cup), °C	D92	205	1.0
Thin Film Oven Test Weight Loss, max %	D1754		
Penetration @ 25°C of residue, % of orig.	D5	50	
Ductility - @ 25°C	D113	100	
Solubility in Trichloroethylene, min %	D2042	99.5	

The limits of the viscosity and penetration for 150-200 (A) asphalt shall be as follows:

- Viscosity 55/Penetration 150
- Viscosity 78/Penetration 150
- Viscosity 50/Penetration 200
- Viscosity 92/Penetration 200

3.2.4 Mineral Filler

Finely ground particles of limestone, hydrated lime, Portland cement or other approved non-plastic mineral matter, thoroughly dry and free from lumps.

Add mineral filler when necessary to meet job mix aggregate gradation or as directed to improve mix properties.

Mineral filler to be dry and free flowing when added to aggregate.

3.2.5 Anti-Stripping Agents

If requested by the Owner, the contractor shall prepare a stripping potential test.

If determined a requirement by the results of the stripping potential test, hydrated lime shall be used.

3.2.6 Mix Design

The Contractor shall prepare and submit a mix design to be approved by the Engineer.

Mix design to be developed to the requirements of the Ministry of Highways and Infrastructure STP 204-10.

The proposed job mix formula requires approval by the Engineer.

If changes are made to the source or splits of aggregate or asphalt, a new mix design shall be required.

Measure physical requirements shown in 3.2.2 as follows:

- Marshall load and flow value to ASTM D1559.
- Air voids to ASTM D3203.
- Voids in mineral aggregates to AI MS2, chapter 4.

Do not change job-mix without prior approval of the Engineer.

3.2.7 Plant and Mixing Requirements

The asphalt plant shall be capable of turning out a uniform mix of previously designed proportions and to maintain this mix. The plant shall be equipped with screens and bins.

Proportioning may be done by weight or volume and must be accurate. The asphalt may be done by weight or volume and must be accurate. The asphalt storage tanks shall be protected from open flame and be equipped with an easily read thermometer.

Temperatures shall be controlled in accordance with the following limits for 150 – 200(A) Asphalt:

- The maximum temperature of dry aggregate shall be 160°C.
- Asphalt shall be stored between 120-175°C.
- The temperature of the bituminous mix at the pugmill shall be between 135-155°C.

The bituminous aggregate, immediately before entering the pugmill, shall not contain more than one-half percent (1/2%) moisture by weight.

Feed aggregates from individual stockpiles through separate bins to cold elevator feeders. Do not load frozen materials into bins.

Feed cold aggregates to plant in proportions to ensure continuous operations.

Calibrate bin gate openings and conveyor speeds to ensure mix proportions are achieved.

3.3 Testing

3.3.1 Tests and Frequency

All tests shall be carried out in accordance with current ASTM or CSA Standards. One sample for testing will be gathered every 200 tonne or as a minimum, every day the type 3 asphalt is produced. At the Owner's discretion, sampling will be done from the conveyor belt at the plant, or once the material has been dumped prior to placement, at its final location.

3.3.2 Testing Services

Sampling and laboratory testing will be conducted by an agency appointed by the Owner. Copies of all test results will be made available to the Contractor.

In addition, the Contractor may choose to employ his own testing agency at his cost. However, in the event of a discrepancy between test results, those obtained by the Owner's testing agency will govern.

3.3.3 Notification

The Contractor shall notify the Owner at least two working days prior to the commencement or the resumption of asphalt production.

3.3.4 Costs

The Contractor shall bear the cost of sampling and testing material in the following situations:

- Initial testing to bring production into specification requirements.
- Testing as above when source of material is changed.
- Retesting of material which failed to meet specifications.

Testing for 1 and 2 may be conducted by the Contractor's agency. If the Owner conducts the testing, the costs will be deducted from any subsequent progress payments.

The cost of other testing initiated by the Owner during production will be borne by the Owner. No compensation will be made to the Contractor for testing initiated by the Contractor during current or previous production.

3.3.5 Sieve Analysis

The gradation of the material, when plotted on a semi-log grading chart, shall appear as a smooth curve within the specified band.

3.4 Enforcement of Specifications

Pick-up of asphalt material will not be permitted until test results confirm that it meets specifications.

Any deviation from specifications during the production of material shall require the Contractor to take immediate corrective action. Any material of inferior quality, or not in accordance with this specification, brought to, or incorporated into the work shall be immediately removed by the Contractor, at his own expense. In the event of the Contractor failing to comply with this provision, the Owner may remove such materials, or cause them to be removed and deduct the cost of same from any subsequent progress payments to the Contractor.

In the event that removal of the inferior material is not required by the Owner for any reason, then an appropriate payment adjustment as defined by the Owner shall be applied to all of that material picked up on that day.

4.0 EQUIPMENT

4.1 Weigh Scales

The Contractor shall, where indicated in the tendering documents, quote on using his own scale, provided that the scale is certified.

5.0 CONSTRUCTION

5.1 Stockpiling Aggregates

5.1.1 Procedure

At any time, each aggregate stockpile used in the production of the type 3 asphalt shall contain not less than that required to produce one-half of the remaining estimated contract quantity.

The area where the stockpile is to be located shall be shaped to a uniform smooth surface and graded to ensure positive drainage from the stockpile.

Construction operations shall be controlled to prevent segregation of the various particle sizes.

The material shall not be pushed or dumped over the edges or down the faces of the stockpile.

The material may be stockpiled from a stacker or conveyor belt only if all material is transported from the conveyor belt across the stockpile by means of a dozer or loader.

At the end of each day, the top of the stockpile and gravel pit shall be properly levelled and sloped. When stockpiling is carried out in winter, the Contractor shall

take precautions that no snow is incorporated into the stockpile.

The completed stockpile shall be neat and regular in form and shall be constructed to occupy the smallest feasible area.

If different types of material are to be stockpiled, the piles shall be located and constructed so that no intermingling of material will occur.

Any rejected material must be placed a good distance away from an approved stockpile.

Material which does not meet specification of crushing will therefore be rejected and a new stockpile will be started in a new location clearly away from the rejected material.

5.2 Asphalt Production

5.2.1 Rate of Production

The Contractor shall be prepared to supply the following approximate quantities at a uniform production rate during each working day (including weekends and Statutory Holidays when prior notice is given).

The Contractor shall be prepared to produce up to 1,000 tonnes per day of asphalt material.

The Contractor and the Owner shall be in close contact with the progress of the projects to determine daily supply requirements. Whenever an appreciable change in supply quantities or actual requirements is known in advance by either party, one party shall give reasonable notice to the other party.

5.3.2 Breakdown

Whenever the Contractor is unable to produce any material due to major stationary plant or equipment (trucks and self-mobile equipment excluded) breakdown, the Contractor shall immediately notify the Owner when production of material shall resume. The non-available time period for material required by the Owner shall not exceed 24 hours.

5.3.3 Alternate Sources

In the event that the Contractor fails to:

- Meet the requirements of this specification;
- Supply any or only supplies a portion of asphalt required;
- Supply the Owner with Asphalt within 24 hours of being notified;

the Owner under this Contract, shall be at liberty to purchase the required asphalt so

in default from any firm which is willing and ready to supply. The Contractor shall pay the Owner, on demand, any increase in the cost of material so purchased, over and above the cost of similar material under this Contract.

5.3.4 Loading Procedure

The Contractor shall provide supervision of the loading operation to ensure correct source and procedures. Material loaded from the stockpile shall be removed in a manner which results in mixing of the full height of the stockpile face.

5.3.5 Maintenance of Haul Routes

The Owner will, at its own expense, maintain all haul routes within the City limits.

Haul routes outside the limits of the City of Yorkton shall, insofar as practical with respect to minimizing haul distance, be on numbered provincial Highways.

Where hauling is required over roads outside the City other than along Provincial Highways, the Contractor shall, prior to commencing this Contract, make formal arrangements for the use of such roads with the municipality having jurisdiction. These shall include the extent of the Contractor's responsibility for maintenance of road surface, for traffic safety and for dust palliation. A copy of the agreement shall be submitted to the Owner prior to commencement of the Contract.

6.0 MEASUREMENT

6.1 Asphalt

The unit of measurement shall be the tonne. If the Owner or Contractor's weigh scales are not in operation, the asphalt weight shall be calculated on the basis of actual volume of material supplied and average unit weight determined from previously weighed truckloads of similar material.

6.2 Quantity Summaries

The Contractor shall submit daily statements for each item showing a daily sub-total and a cumulative total for the period.

END OF SPECIFICATION