



**TOWN OF SIDNEY  
2010 PAVING PROGRAM  
CONTRACT NO. 2010-008**

**TOWN OF SIDNEY**  
**2010 PAVING PROGRAM**  
**CONTRACT NO. 2010-008**  
**INVITATION TO TENDER**

The Town of Sidney invites Tenders for a Contract to supply and install warm mix asphalt pavement and related appurtenances as described in the Tender Form and General Requirements.

Tenders must be accompanied by either a certified cheque or a bid bond payable to the Town in the amount of ten percent (10%) of the Tender price. A Performance Bond in the amount of fifty percent (50%) of the Tender price and a Labour and Materials Payment Bond in the amount of fifty percent (50%) of the Tender price, will also be required from the successful Tenderer. A Consent of Surety from the Bonding Company stipulating that required bonds will be provided on award of the Contract must accompany the Tender. An undertaking of liability insurance is also required with the Tender.

Sealed Tenders clearly marked “**Tender for 2010 Paving Program**” must be addressed to the Director of Corporate Services, Town of Sidney, 2440 Sidney Avenue, Sidney, B.C. V8L 1Y7 and received **before** 2:00 p.m. local time on Thursday, June 24, 2010.

Tenders will be opened in public immediately after that time. Tenders received after 2:00 p.m. local time will not be opened and are invalid.

**END OF INVITATION TO TENDER**

**TOWN OF SIDNEY**  
**2010 PAVING PROGRAM**  
**CONTRACT NO. 2010-008**  
**TENDER DOCUMENTS**

TO: Director of Corporate Services  
Town of Sidney  
2440 Sidney Avenue  
Sidney, B.C.  
V8L 1Y7

Having carefully read and fully complied with the requirements of the **Instructions to Tenderers**, as well as all Addenda to the Tender Documents, we offer to complete in accordance with the Tender Documents the entire work for the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars in lawful money of Canada.

We confirm the above stated price includes all G.S.T. and Provincial Sales and Excise Taxes in force at this date for all of the work described in the Tender Documents.

In submitting this Tender it is understood that the Tender is irrevocable and is open for acceptance until **60 days** have expired from the Tender closing date and we recognize the right of the Town to reject any or all Tenders or to accept any Tender or part of any one Tender as may be deemed to be in the Town's interests.

If this Tender is accepted within **60 days** we agree to enter into a Contract in the form specified for the Tender amount and substantially perform the entire Work within \_\_\_\_\_ weeks from acceptance of the Tender and instructions to commence Work.

We agree to start Work within \_\_\_\_\_ days of notification of the Town's acceptance of the Tender.

Workers' Compensation No. \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

**TENDER FORM (CONT'D.)**

_____ Signature	}
_____ Position with Company	}
_____ Company	}
_____ Address	}
_____ 	}
_____ Postal Code	}
_____ Telephone Number	}
_____ Fax No.	}

c/s



**TOWN OF SIDNEY**  
**2010 PAVING PROGRAM**  
**CONTRACT NO. 2010-008**  
**TENDER FORM**

**1.0 Fifth Street – Mt. Baker to Henry Ave**

Install 50mm asphaltic concrete overlay.

Estimated Area 2180m<sup>2</sup>.

	<u>Unit Price</u>	<u>Quantity</u>	<u>Total</u>
(a) Tack coat, approx. 2180m <sup>2</sup> at an application rate of 0.4 litres per m <sup>2</sup>	\$ _____ /litre	870 litres	\$ _____
(b) Asphalt Grinding	\$ _____ m <sup>2</sup>	2180 m <sup>2</sup>	\$ _____
(c) Warm mix asphaltic concrete overlay to finished grade, <u>minimum 50mm compacted depth</u> , “MMCD Upper Coarse #2” design mix.	\$ _____ m <sup>2</sup>	1670 m <sup>2</sup>	\$ _____

**2.0 Mills Road – Pleasant to Resthaven**

Install 50mm asphaltic concrete overlay.

Estimated Area 2040 m<sup>2</sup>

	<u>Unit Price</u>	<u>Quantity</u>	<u>Total</u>
(a) Tack coat, approx. 2040m <sup>2</sup> at an application rate of 0.4 litres per m <sup>2</sup>	\$ _____ /litre	810 litres	\$ _____
(b) Asphalt Grinding	\$ _____ m <sup>2</sup>	2040 m <sup>2</sup>	\$ _____
(c) Warm mix asphaltic concrete overlay to finished grade, <u>minimum 50mm compacted depth</u> , “MMCD Upper Coarse #2” design mix.	\$ _____ m <sup>2</sup>	2040 m <sup>2</sup>	\$ _____

**3.0 Resthaven Drive – Ardwell Ave to Bowerbank**

Install 50mm asphaltic concrete overlay.

Estimated Area 5940m<sup>2</sup>.

	<u>Unit Price</u>	<u>Quantity</u>	<u>Total</u>
(a) Tack coat, approx. 5940m <sup>2</sup> at an application rate of 0.4 litres per m <sup>2</sup>	\$ _____ /litre	2300 litres	\$ _____
(b) Asphalt Grinding	\$ _____ m <sup>2</sup>	5940 m <sup>2</sup>	\$ _____
(c) Warm mix asphaltic concrete pavement			





**TOWN OF SIDNEY**  
**2010 PAVING PROGRAM**  
**CONTRACT NO. 2010-008**

**INSTRUCTIONS TO TENDERERS**

**1.0 QUALIFICATION OF TENDERERS:**

- 1.1 Previous experience, past performance and quality of workmanship in past contracts with the Town of Sidney, as well as the firm's financial status and proposed sub-trades may be considered in selecting the successful Tenderer.

**2.0 PERSONAL EXAMINATION:**

- 2.1 Tenderers are required to examine carefully the sites, the complete Tender Documents and all conditions affecting the work to satisfy themselves of the requirements and character, quality, quantity of work to be performed and materials to be furnished.

**3.0 TENDER DOCUMENTS:**

- 3.1 The complete Tender Documents shall be read by all trades to properly acquaint themselves with all requirements of the Work.
- 3.2 Addenda to Tender Documents issued prior to closing of Invitational Tenders shall be incorporated in the proposal and become part of the Tender Documents.

**4.0 DISCREPANCIES:**

- 4.1 Tenderers finding discrepancies or ambiguities in or omissions from Tender Documents, or in doubt as to their meaning, shall at once notify the Manager of Engineering and Environmental Services, Town of Sidney, 2440 Sidney Avenue, Sidney, B.C., V8L 1Y7 in writing, who will make a ruling and issue an Addendum. Such notification shall be made no later than five (5) working days prior to closing of Tenders. No Addendum will be issued less than two business days prior to the closing time. If a ruling is not issued, Tenderers shall include the more expensive alternative.
- 4.2 The Town will not be responsible for any verbal instructions conveyed during the bidding period.

## **INSTRUCTIONS TO TENDERERS (CONT'D.)**

### **5.0 SUBMISSION OF TENDERS:**

- 5.1 Submit on Tender Forms provided, with all underlined spaces filled in, sealed in a marked envelope addressed to Director of Corporate Services, Town of Sidney, 2440 Sidney Avenue, Sidney, B.C., V8L 1Y7 and received **before** 2:00 p.m. local time, June 24, 2010.
- 5.2 Tenders received by the Town shall be held irrevocable and open for acceptance until **60** days have expired from Tender closing date.
- 5.3 Alterations, erasures, omissions or unauthorized conditions render Tenders informal and may cause their rejection.
- 5.4 The Town reserves the right to reject any or all Tenders or to accept any Tender or part of any Tender.

### **6.0 SUBCONTRACTORS:**

- 6.1 Tenderers shall name proposed Subcontractors for sections of Work listed in the Tender Form.

### **7.0 UNIT PRICES:**

- 7.1 Tenderers shall fill in all unit prices required in the Tender Form.

### **8.0 ALTERNATE, ITEMIZED OR SEPARATE PRICES:**

- 8.1 Tenderers shall fill in amounts for alternate, itemized and separate prices when listed in the Tender Form; such amounts to include any modifications of Work, additional or deducted Work required by reason of acceptance of said alternate, itemized or separate prices.

### **9.0 COST BREAKDOWN:**

- 9.1 All Tenderers must be prepared to submit a detailed breakdown of their Tender Price into sections as listed in the Table of Contents or such other categories as the Town may direct and any additional unit prices, if required, before a Contract is signed.

### **10.0 NO ALTERNATIVES:**

- 10.1 Submit Tenders on the basis of methods and materials specified. Tenderers are reminded that materials specified set a standard to be met or exceeded.

## **INSTRUCTIONS TO TENDERERS (CONT'D.)**

**10.2** Oral, telephone or telegraphic proposals or modifications to Tenders will not be accepted.

**10.3** Additional information, revisions, clarifications or corrections made by the Town to the Tender Documents during the Tender period will be issued in the form of Addenda which will become an integral part of the Tender and shall be allowed for in the Tender Price. The Tenderer shall acknowledge receipt of those Addenda as described in the space provided in the Addenda Form.

### **11.0 UNDERTAKING OF LIABILITY INSURANCE:**

**11.1** Tenders shall be accompanied by an Undertaking of Liability Insurance on the form included with the Tender Documents and issued by an insurance company licenced to conduct business in the Province of British Columbia.

### **12.0 TENDER SECURITY:**

The Tender must include Tender Security in the form of either:

- (a) A certified cheque drawn in favour of the Town of Sidney in an amount equal to 10% of the Tender Price; or
- (b) A bid bond on the form included in the Tender Documents in favour of the Town of Sidney in an amount equal to 10% of the Tender Price.

If the Tender is accepted by the Town, the Tender Security secures the Tenderer's performance of its obligations set out in the Tender. Tenderers must read the relevant provisions of the Tender Form carefully, since they govern the Tender Security. The Tender Security will be returned to the unsuccessful Tenderers upon award of the Tender or upon expiry of 60 clear days after the closing date, whichever occurs first.

### **13.0 LABOUR AND MATERIAL PAYMENT AND PERFORMANCE BONDS:**

Upon the award of the Contract, the successful Tenderer shall provide a Performance Bond and a Labour and Materials Payment Bond, each in the amount of fifty (50%) percent of the Tender Price and with the same Surety. The cost of such Bonds shall be borne by the Contractor.

The Tenderer shall enclose with the Tender, a Consent of Surety form from the Surety, stating that the Surety is willing to supply both of the Bonds referred to above. The Consent of Surety will be required whether the Tenderer uses a bid bond or a certified cheque under the provisions of Section 12.0.

**END OF INSTRUCTIONS TO TENDERERS**

**TOWN OF SIDNEY**

**UNDERTAKING OF LIABILITY INSURANCE**

Town of Sidney  
2440 Sidney Avenue  
Sidney, B.C.  
V8L 1Y7

Dear Sirs:

We the undersigned (insert Insurance Company's Name)

---

do hereby undertake and agree to cover the Contractor (insert Tenderer's name)

---

in the amount of a minimum of Three Million (\$3,000,000.00) Dollars Comprehensive Liability Insurance, as more particularly outlined in the General Conditions and agree to:

- (a) Name the Town of Sidney and the Director of Corporate Services as an additional insured;
- (b) State that such policy applies to each insured in the same manner and to the same extent as if a separate policy had been issued to each insured; and
- (c) State such policy cannot be cancelled, lapsed or materially changed without at least thirty (30) days written notice to the Town of Sidney, delivered to the Town's Director of Corporate Services at 2440 Sidney Avenue, Sidney, British Columbia.

The coverage provided by such insurance shall protect the Contractor, the Town and its' representatives during the carrying out of the works and services specified in the Contract Documents.

Dated at Sidney, British Columbia, this day                      of                      2010.

Yours truly,  
(To be signed by Insurance Company)

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**TOWN OF SIDNEY**  
**2010 PAVING PROGRAM**  
**CONTRACT NO. 2010-008**

**BID BOND**

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

\_\_\_\_\_

as principal ("Contractor") and

\_\_\_\_\_

a surety company licensed to carry on business in British Columbia ("Surety"), are jointly and severally held and firmly bound unto **THE TOWN OF SIDNEY**, as Owner,

(hereinafter called the Owner), in the sum of \$ \_\_\_\_\_ for the payment whereof unto the Owner as follows: The Contractor and Surety jointly and severally bind themselves forever firmly by these presents as follows:

**WHEREAS** the Contractor is herewith submitting its Tender for the fulfillment of the contract described as **TOWN OF SIDNEY 2010 PAVING PROGRAM, CONTRACT NO. 2010-008**.

**NOW THEREFORE**, the condition of this obligation is such that if, before the expiration of sixty (60) days from the opening of Tenders for the said Contract, the Contractor is awarded the said Contract and if the Contractor within the time specified in the Tender for such Contract enters into, executes and delivers to the Owner an agreement in the form contained in the Tender Documents to secure the performance of the terms and conditions of the said Contract, then this obligation shall be void.

**AND IT IS HEREBY DECLARED AND AGREED** that the Surety shall be liable under this obligation as fully as if it were the Contractor, and that nothing of any kind or nature whatsoever that will not discharge the Contractor shall operate as a discharge or a release of liability to the Surety, any law, rule of equity or usage relating to the liability of sureties to the contrary notwithstanding.

**AND IT IS HEREBY DECLARED AND AGREED** that this obligation shall be binding upon and enure to the benefit of the Contractor, the Surety and the Owner and upon and to their respective heirs, executors, administrators, successors and assigns, and every of them as if the words "heirs, executors, administrators, successors and assigns" had been inscribed in all necessary places.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

**BID BOND (CONT'D.)**

In the case of Incorporated Company: }  
**SIGNED, SEALED AND DELIVERED** }  
the Corporate Seal of \_\_\_\_\_, }  
which was hereunto affixed in the }  
presence of its duly authorized signing }  
officers: }

\_\_\_\_\_  
(specify position with Company) }

Seal

\_\_\_\_\_  
(specify position with Company) }

OR, In the case of an individual or }  
individuals }

**SIGNED, SEALED AND DELIVERED** by: }

\_\_\_\_\_  
in the presence of: }

Name: \_\_\_\_\_ }

Seal

Address: \_\_\_\_\_ }

Occupation: \_\_\_\_\_ }

**SURETY:** }  
**SIGNED, SEALED AND DELIVERED** under }  
The Corporate Seal of \_\_\_\_\_, }  
which was hereunto affixed in the }  
presence of its duly authorized signing }  
officers: }

\_\_\_\_\_  
(specify position with Company) }

Seal

\_\_\_\_\_  
(specify position with Company) }

**END OF BID BOND**

**TOWN OF SIDNEY**  
**2010 PAVING PROGRAM**  
**CONTRACT NO. 2010-008**  
**CONSENT OF SURETY**

The undersigned Surety does hereby consent and agree to become bound as surety

(a) in an approved Performance Bond for the amount of \_\_\_\_\_ and

(b) in an approved Labour and Materials Payment Bond for the amount of \_\_\_\_\_;

all for the fulfilment of the Contract for the Work covered by the annexed Contract Documents, which may be awarded to:

\_\_\_\_\_  
Name of Tenderer

\_\_\_\_\_  
Address

\_\_\_\_\_  
at prices set forth in the attached Tender. The undersigned Surety is legally entitled to do business in the Province of British Columbia and is worth, over and above its present liabilities, the total amount of the bonds herein referred to.

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Address

\_\_\_\_\_  
Per:

Seal

\_\_\_\_\_  
Per:

**END OF CONSENT OF SURETY**

**TOWN OF SIDNEY**

**2010 PAVING PROGRAM**

**CONTRACT NO. 2010-008**

**GENERAL REQUIREMENTS**

**1.0 GENERAL:**

- 1.1 All paving shall conform strictly to the requirements of the asphalt paving design and installation specifications of the Town of Sidney using warm mix asphalt.
- 1.2 The Town of Sidney will raise existing appurtenances and correct apparent deficiencies in the pavement before the paving program.
- 1.3 The Town of Sidney shall retain 50% of the asphalt grindings that are generated as a result of this contract. The contractor is entitled to the other 50% of the grindings. The Town's portion of the grindings shall be delivered by the contractor to the Town's Public Works Yard on Ocean Avenue.
- 1.4 The Contractor shall obtain all permits, licences and certificates and pay all fees necessary for the performance of the Work.
- 1.5 Asphalt mix testing shall be performed by a firm of Geotechnical Consultants, the costs to be borne as per Sections 7 and 8 of the General Requirements.
- 1.6 The Town will provide all traffic control.
- 1.7 The Contractor shall be responsible for the clean-up and removal of all waste materials and rubbish on a daily basis. Any accumulation of waste will not be permissible. Materials shall be stored in an orderly manner so as not to be vulnerable to damage or to cause a danger or to become a hazard on the street or sidewalk.
- 1.8 Construction schedules and placing of equipment shall be arranged with the Engineer prior to commencement of Work.
- 1.9 Notwithstanding Section 1.8, weather conditions permitting, paving shall be completed by September 30, 2010.

**2.0 ASPHALT RESURFACING:**

- 2.1 Resurfacing of existing asphaltic pavement bases shall consist of tack coating and resurfacing with a machine laid overlay of warm mix asphalt

## **GENERAL REQUIREMENTS (CONT'D.)**

compacted to specification to a minimum depth as listed in the form of Tender.

Intersection/streets, gutters and driveway approaches adjacent to the overlay shall be paved to the limits indicated on site by the Town's representative and included as part of the unit price bid for resurfacing. Asphalt for resurfacing shall be a warm mix design using up to date technology and products. The final product shall achieve compaction and aggregate gradation as required by MMCD Upper Course #2. The intent of this contract is to achieve hot mix asphalt pavement standards as specified in MMCD using warm mix asphalt.

### **3.0 QUANTITIES:**

**3.1** Quantities of work to be done and materials to be furnished under the Contract have been estimated as shown in the Tender Form. These quantities are shown for the purposes of comparing tenders and to show the general magnitude of the work involved.

**3.2** The Town of Sidney does not guarantee that the actual quantities will correspond even approximately with this estimate and reserves the right to increase, decrease, or eliminate entirely the amount of the work as may be in the Town's interest. Except as provided for herein, claims will not be entertained for loss of profit, damage, anticipated profits, delay, or any extra payments whatsoever that are presented by the Contractor as a result of variations between the actual quantities of work or material required and the estimated quantities.

**3.3** Where items of work contain a description of the work to be included for payment under a particular item, such description shall be considered as including but not being limited to the work described. It shall be further understood that it is the intent that the cost of all work necessary for the completion of the particular item shall be included in the price bid for the item, unless the cost of such work is specifically included in another item.

### **4.0 MEASUREMENT OF QUANTITIES:**

**4.1** The quantities to be paid for under this Contract shall be determined by field measurements of completed works for which contract prices have been approved. The specified thickness of material, and layers of material, means the finished thickness after compaction or setting. In computing quantities for purposes of payments, no allowance shall be made for bulking, shrinking, or wasting of material. The Contractor is required to allow for such variations in his unit or lump sum prices.

## **GENERAL REQUIREMENTS (CONT'D.)**

### **5.0 PAYMENT:**

In accordance with the Builder's Lien Act, subject to a holdback of 10%, the Town will:

- (a) Make a payment, in Canadian funds, to the Contractor one month after receipt of the Contractor's application for payment with supporting documentation, on account of the Contract Price in amounts proportionate to the labour and materials incorporated into the Work as certified by the Engineer;
- (b) Fifty-five (55) days after the date of the Final Certificate of Completion, pay to the Contractor, the unpaid balance of holdback monies then due, provided that the Contractor has submitted to the Engineer, prior to payment, the following:
  - (i) all Record Documents, showing changes as constructed, Operating and Maintenance Manuals, guarantees, warranties, certificates, reports, spare parts and spare materials required by the Contract Documents;
  - (ii) a letter of clearance or certificate from the Worker's Compensation Board verifying that all assessments due by the Contractor have been fully paid;
  - (iii) a current Statutory Declaration verifying that all Subcontractors, suppliers, labour and accounts for services, materials, machinery and equipment and any other indebtedness which may have been incurred by the Contractor, directly or indirectly, in the performance of the Work have been fully paid by the Contractor, except for holdbacks on subcontracts listed in this Statutory Declaration and that no lien has been filed against the Contractor or on the premises or materials mentioned herein for Work done or materials furnished or in respect of any done under or by virtue of the Contract.

Provided that the Engineer may withhold, or on account of subsequently discovered evidence, nullify the whole or any part of any certificate to such an extent as may be necessary to protect the Town from loss on account of:

- (a) The Contractor's unsatisfactory prosecution of the Work;
- (b) Defective or damaged Work requiring correction or replacement;
- (c) Claims or liens filed or reasonable evidence indicating the probable filing of claims or liens;

## **GENERAL REQUIREMENTS (CONT'D.)**

- (d) Failure of the Contractor to make payments promptly to Subcontractors or for materials or labour;
- (e) A reasonable doubt that the Contract can be completed for balance unpaid;
- (f) Damage to another Contractor's Work that has not been settled, which may result in the other Contractor whose Work has been damaged bringing action against the Town. In case of such action, the Contractor shall bear the expense of same.

When the above grounds are removed, payment shall be made for the amounts withheld because of them.

### **6.0 PAYMENT REDUCTIONS**

#### **6.1 PAVEMENT THICKNESS:**

Pavement structure shall be constructed to the minimum thickness as specified. Any area suspected of deficient thickness shall be cored by the Engineer. Pavement found to be deficient in thickness by more than 10% shall be removed, disposed of off site and replaced at the Contractor's expense. If the Engineer, in his sole discretion decides to accept the deficient thickness in an area, then a reduced payment may be substituted. Any reduced payment shall be as follows:

<u>% Thickness Deficiency</u>	<u>% Payment Reduction in Contract Price</u>
10.0	0
10.1 – 15.0	10
15.1 – 20.0	20
20.1 – 25.0	35
25.1 – 30.0	50
Above 30.0	Replace

No adjustments will be made for thickness greater than specified.

Re-cores may be taken at the discretion of the Contractor, however, the location must be in the same area. All costs related to re-coring operations shall be borne by the Contractor.

Measurement: Field survey of the suspect area in square metres.

#### **6.2 DENSITY:**

The mixture shall be compacted immediately after spreading to an average density of not less than 97% of the 75 Blow Marshall Test, in accordance with ASTM D1559 with no individual test less than 95%.

## **GENERAL REQUIREMENTS (CONT'D.)**

Average densities shall be based on core samples taken at an approximate rate of one set of three cores per 2000 m<sup>2</sup> (or one set of three cores per day of paving). If any asphalt fails to meet the average minimum density specified, the pavement shall be removed, disposed of off site and replaced at the Contractor's expense. If the Engineer, in his sole discretion decides to accept the deficient density in an area, then a reduced payment may be substituted. Any reduced payment shall be as follows:

<u>% Marshall Density</u>	<u>% Payment Reduction in Contract Price</u>
97.0	0
96.7 - 96.9	2
96.4 - 96.6	5
96.0 - 96.3	7
95.7 - 95.9	10
95.4 - 95.6	12
95.0 - 95.3	15
Below 95.0	Replace

Re-cores may be taken at the discretion of the Contractor, however, the location must be in the same area. Remedial work proposed by the Contractor may be undertaken by the Contractor only with the prior written approval of the Engineer. Any such approval shall not constitute a waiver of any of the terms, conditions, or remedies under the contract, should the remedial work prove unsuccessful or unsatisfactory in the opinion of the Engineer. All costs related to re-coring and/or remedial work, shall be borne by the Contractor.

Pavement which fails to meet the minimum density requirements shall be removed and replaced within 10 days of the initial placement.

Measurement: Field survey of Defective Area in square meters.

### **6.3 SMOOTHNESS:**

The surface of the compacted pavement shall be true to the established grade and cross section and have an acceptable riding quality.

When checked by means of a 3 meter straight-edge held in contact with the surface in successive positions in any direction, the surface of the pavement shall not deviate from the straight-edge by more than 6 mm, excluding allowance for any road crown.

## **GENERAL REQUIREMENTS (CONT'D.)**

If there is sufficient deviation from this standard to result in an objectionable surface, the Contractor shall, at his sole expense, repair the defect in one of the following ways, as directed by the Engineer:

- i) overlay the existing surface with a shallow lift of sheet asphalt based on a mix design proposed by the Contractor and approved by the Engineer; or
- ii) remove and resurface.

If the Engineer, in his sole discretion decides to accept the deficient smoothness in an area, then a reduced payment may be substituted. Any reduced payment shall be as follows:

<u>Smoothness Deficiency (mm)</u>	<u>% Payment Reduction in Contract Price</u>
6	0
7 – 8	15
9 – 10	30
11 – 12	50
Above 12	Replace

Measurement: Field survey of Defective Area in square meters.

### **7.0 TEXTURE:**

The completed pavement shall have a tightly knit texture and shall be free from segregation and surface cracking.

### **8.0 TESTING:**

The Town of Sidney shall be responsible for the initial testing of the asphalt and asphaltic pavement. If the test results indicate that the product does not meet with the design specification requirements, the Contractor shall be responsible for all subsequent testing of the product with regard to compliance with the design specification requirements.

### **9.0 SCHEDULE:**

Unless directed otherwise by the Engineer and subject to the prevailing environmental conditions, paving shall be completed by 30 September 2010. The actual paving date(s) to be approved by the Engineer beforehand.

- 9.1** The Contractor shall ensure that sufficient supplies of labour, equipment and material are readily available on site to eliminate delays and maximize efficiency during the pavement installation process.