



**TOWN OF SIDNEY
2026 PAVING, CONCRETE CURB &
SIDEWALK PROGRAM
CONTRACT NO. 2026-014**

**TOWN OF SIDNEY
2026 PAVING, CONCRETE CURB & SIDEWALK PROGRAM
CONTRACT NO. 2026-014**

INVITATION TO TENDER

The Town of Sidney invites Tenders for a Contract to supply and install warm mix asphalt pavement, concrete curb, sidewalk, and related work 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 must be addressed and delivered to:

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

Or emailed to: tenders@sidney.ca

Email submissions must be provided as a single PDF file, virus-free and no larger than 10 MB. All submissions must be received **before 3:00 p.m. local time on Friday, July 3, 2026.**

Please note the following:

- Tenders will NOT be opened in public.
- It is the sole responsibility of the Tenderer to ensure the Town receives its tender prior to the closing time and date. The Tenderer shall bear all costs to prepare the quotation.
- Completed tenders must be marked “**Tender for 2026 PAVING, CONCRETE CURB & SIDEWALK PROGRAM**” and dated with the submission date.
- Tenderers assume the entire risk when submitting a quotation via email. The Town will not be liable for any delay or rejection arising from technological issues, suspected spam or virus filtering, or email submissions not identified in the subject line as a Tender submission.
- Late Tenders will NOT be accepted and will be returned to the Tenderer.

END OF INVITATION TO TENDER

**TOWN OF SIDNEY
2026 PAVING, CONCRETE CURB & SIDEWALK PROGRAM
CONTRACT NO. 2026-014**

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 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 _____ 2026.

TENDER FORM (CONT'D.)

Signature

Position with Company

Company

Address

Postal Code

Telephone Number

Fax No.

**TOWN OF SIDNEY
2026 PAVING, CONCRETE CURB & SIDEWALK PROGRAM
CONTRACT NO. 2026-014**

TENDER FORM – Schedule A

1.0 McDonald Park Road – Mills W to Pedestrian Overpass on Highway 17 – RDS-19-017

Road widening/rehab. Includes reprofiling existing road (milling and level course), 50mm overlay with additional lifts as directed, 100mm thick pavement widening, string line and extrude MMCD C4 non-mountable curb, and 1.85/2.0m wide concrete sidewalk 100mm thick (200mm at driveway crossings).

	<u>Unit Price</u>	<u>Quantity</u>	<u>Total</u>
(a) String line and extrude MMCD C4 non-mountable curb	\$_____ l.m.	400 l.m.	\$_____
(b) Form and pour MMCD C2 sidewalk 100mm thick by 1.85m wide	\$_____ l.m.	233 l.m.	\$_____
(c) Form and pour MMCD C2 sidewalk 100mm thick by 2.0m wide	\$_____ l.m.	186 l.m.	\$_____
(d) Form and pour MMCD C2/C7 sidewalk 200mm thick (commercial/industrial driveway crossings) with reinforcing steel	\$_____ m ²	293 m ²	\$_____
(e) Asphalt grinding (up to 2.0m wide) up to 50mm thick	\$_____ m ²	848 m ²	\$_____
(f) Asphalt grinding (up to 2.0m wide) 51mm to 100mm thick	\$_____ m ²	1060 m ²	\$_____
(g) Asphalt grinding (up to 2.0m wide) 101mm to 150mm thick	\$_____ m ²	414 m ²	\$_____
(h) Tack coat, approx.6187 m ² at an application rate of 0.4 litres per m ²	\$_____/litre	2475 litres	\$_____
(i) Finish grade and warm mix asphaltic concrete pavement base lift, <u>average 35mm compacted depth in one lift</u> , "MMCD Lower Course #1" design mix.	\$_____ m ²	727m ²	\$_____
(j) Warm mix asphaltic concrete pavement milling overlay, <u>average 50mm compacted depth in one lift</u> , "MMCD Upper Course #1" design mix.	\$_____ m ²	848 m ²	\$_____
(k) Warm mix asphaltic concrete pavement top lift overlay, <u>average 50mm compacted depth in one lift</u> , "MMCD Upper Course #1" design mix.	\$_____ m ²	6187 m ²	\$_____

1.0 Subtotal	\$_____
---------------------	----------------

2.0 Rothesay Ave – Paving from Third to End - RDS-26-002

Road resurfacing including full grind/removal of existing surface, profile surface and warm mix asphalt pavement to finished grade, minimum 50mm compacted depth, complete in place.

	<u>Unit Price</u>	<u>Quantity</u>	<u>Total</u>
(a) Warm mix asphaltic concrete pavement to finished grade, minimum 50mm compacted depth, "MMCD Upper Course #1" design mix.	\$_____ m ²	1240 m ²	\$_____
(b) Asphalt grinding up to 75mm thick	\$_____ m ²	1240 m ²	\$_____
(c) Asphalt water control (300mm wide 50mm high)	\$_____ l.m.	200 l.m.	\$_____

2.0 Subtotal \$_____

3.0 Beacon Ave and Resthaven – at Save-On Parking Lot Entrance – RDS-26-008

Asphalt grinding existing pavement as required, apply tack coat, warm mix asphalt pavement to finished grade, minimum 50mm compacted thickness, complete in place.

	<u>Unit Price</u>	<u>Quantity</u>	<u>Total</u>
(a) Asphalt grinding, up to 50mm thick	\$_____ m ²	65 m ²	\$_____
(b) Tack coat, approx. 65 m ² at 0.4 litres per m ²	\$_____ litre	26 litres	\$_____
(c) Warm mix asphaltic concrete pavement to finished grade, minimum 50mm compacted depth, "MMCD Upper Course #1" design mix	\$_____ m ²	65 m ²	\$_____

3.0 Subtotal \$_____

4.0 Ocean Ave W - Philip Brethour Park to Epco Dr – PRK-23-001

50mm thick pavement road widening and parking bay, string line and extrude MMCD C4 non-mountable curb, and 2.0m wide concrete sidewalk 100mm thick (200mm at driveway crossings).

	<u>Unit Price</u>	<u>Quantity</u>	<u>Total</u>
(a) String line and extrude MMCD C4 non-mountable curb	\$_____ l.m.	126 l.m.	\$_____
(b) Form and pour MMCD C2 sidewalk 100mm thick by 2.0m wide	\$_____ l.m.	128 l.m.	\$_____
(c) Form and pour MMCD C2/C7 sidewalk 200mm thick (commercial/industrial driveway crossings) with reinforcing steel	\$_____ m ²	7 m ²	\$_____
(d) Asphalt grinding (up to 2.0m wide) up to 50mm thick	\$_____ m ²	125 m ²	\$_____
(e) Finish grade and warm mix asphaltic concrete pavement base lift, <u>average 50mm compacted depth in one lift</u> , "MMCD Lower Course #1" design mix.	\$_____ m ²	590m ²	\$_____
(f) Asphalt grinding, up to 50mm thick	\$_____ m ²	120 m ²	\$_____
(g) Tack coat, approx. 120 m ² at 0.4 litres per m ²	\$_____ litre	48 litres	\$_____

4.0 Subtotal	\$_____
---------------------	----------------

Sub-Total Bid Price (Sections 1 through 4) : \$_____

Tax (GST): \$_____

Tax (PST): \$_____

Total Bid Price Schedule A: \$_____

Estimated Completion Date: _____ **2026**
Month Day

**TOWN OF SIDNEY
2026 PAVING, CONCRETE CURB & SIDEWALK PROGRAM
CONTRACT NO. 2026-014**

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 inform themselves with all requirements of the Work.

3.2 Addenda to Tender Documents issued prior to Tender closing 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, Town of Sidney, 2440 Sidney Avenue, Sidney, B.C., V8L 1Y7 in writing, who will make a ruling and if necessary 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.

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 or emailed to tenders@sidney.ca. Tenders must be received **before** 3:00 p.m. local time, Friday July 3, 2026.

- 5.2 Tenders received by the Town shall be held irrevocable and open for acceptance until **60** days have expired from the 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.
- 10.2 Oral, telephone, or faxed Tenders 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.

- 13.1** 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.

14.0 TENDER ACCEPTANCE CONDITIONS

- 14.1** The lowest of any Tenders will not necessarily be accepted. The Town reserves the right, in its sole discretion, to waive any incompleteness, informality, addition or irregularity in any Tender, to reject any or all Tenders (including where all Tender prices exceed budget), and to accept any Tender the Town considers most favourable to the Town's interests having regard to the price, the equipment, the delivery, the warranties, the availability of servicing and other matters which the Town in its sole discretion may consider.

- 14.2** The Tenderer understands and agrees that it has no rights or claims whatsoever against the Town in the event that its Tender is not accepted and a Contract not entered into.

15.0 WORKSAFE BC REQUIREMENTS

- 15.1** The successful Tenderer agrees that it is the Prime Contractor for the Services as defined in the Workers Compensation Act. The successful Tenderer will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the Workers Compensation Act.

- 15.2** The successful Tenderer will be required to meet with the Town's Representative on site to review and complete a Prime Contractor's Responsibility form (see Appendix A). As Prime Contractor, the successful Tenderer will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services. That person will be the person so identified in Appendix A of this Contract, and the successful Tenderer will advise the Town immediately in writing if the name or contact number of the qualified coordinator changes.

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 Five Million (\$5,000,000.00) 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 _____, British Columbia, this day _____ of _____ 2026.

Yours truly,
(To be signed by Insurance Company)

**TOWN OF SIDNEY
2026 PAVING, CONCRETE CURB & SIDEWALK PROGRAM
CONTRACT NO. 2026-014**

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 2026 PAVING, CONCRETE CURB & SIDEWALK PROGRAM, CONTRACT NO. 2026-014**.

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 endure 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 _____, 2026.

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)

(specify position with Company)

OR, In the case of an individual or
individuals

SIGNED, SEALED AND DELIVERED by:

in the presence of:

Name: _____

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)

(specify position with Company)

END OF BID BOND

**TOWN OF SIDNEY
2026 PAVING, CONCRETE CURB & SIDEWALK PROGRAM
CONTRACT NO. 2026-014**

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:

Per:

END OF CONSENT OF SURETY

**TOWN OF SIDNEY
2026 PAVING, CONCRETE CURB & SIDEWALK PROGRAM
CONTRACT NO. 2026-014**

GENERAL REQUIREMENTS

1.0 GENERAL

- 1.1 Except where noted, the Town of Sidney will undertake the following preparatory/restoration work:
 - 1.1.1 raise existing appurtenances as required;
 - 1.1.2 prep gravel base to grade;
 - 1.1.3 provide survey layout;
 - 1.1.4 complete site restoration including shouldering and landscape restoration.
- 1.2 The Contractor shall obtain all permits, licenses and certificates and pay all fees necessary for the performance of the Work.
- 1.3 The Town of Sidney shall be responsible for the initial testing of the asphalt and concrete. If the test results indicate that the product does not meet 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.
- 1.4 The Contractor will provide all traffic control.
- 1.5 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.
- 1.6 The Contractor shall ensure that sufficient supplies of labour, equipment, and material are readily available on site to eliminate delays and maximize efficiency during construction.
- 1.7 Construction schedules and placing of equipment shall be arranged with the Town prior to commencement of Work.
- 1.8 Notwithstanding weather conditions and permitting, all work shall be completed by **October 30, 2026**.

2.0 EXCAVATION, GRANULAR BASE, AND GRANULAR SUBBASE

- 2.1 Refer to MMCD Sections:
 - 2.1.1 31 24 13 – Roadway Excavation, Embankment, and Compaction
 - 2.1.2 32 11 23 – Granular Base
 - 2.1.3 32 11 16.1 – Granular Subbase

3.0 EXTRUDED & HAND FORMED CONCRETE CURB

This section covers the construction of extruded and hand formed concrete curb on a prepared base in accordance with the Town of Sidney Standards, MMCD section 03 30 20, and the attached drawings.

- 3.1 The Contractor shall machine extrude any curb with a continuous length of at least 50m.
- 3.2 Compressive Strength Requirements (C.S.A. Standard A23.1.10.5): The strength of the concrete (minimum of 32 MPa at 28 days) shall be considered satisfactory if the averages of all sets of three compressive strength tests equal or exceed the specified strength and no individual test is more than 3.45 MPa below the specified strength. Initial concrete tests shall be at the Town's expense.
- 3.3 If the results of tests indicate that the concrete is not of the specified quality, the Engineer shall have the right to order additional testing. Should additional testing indicate that the concrete is not of the specified quality, the Supplier shall remove the concrete in question at the Engineer's request. Costs of additional testing, removal and replacement of concrete will be at the Contractor's expense.
- 3.4 All concrete shall be placed in one course, to line and grade as staked on the ground and to the full cross-section as shown on the drawings.
- 3.5 The concrete shall be spread upon the prepared base, thoroughly tamped, rodded and screeded flush with the top of the forms, and finished in a workmanlike manner with proper edging tools to conform to the drawings.
- 3.6 At all curb returns and at such other points approximately 6m apart, expansion joints shall be formed by placing approved pre-cut bituminous fibre joint material, 10mm in thickness for the full width and depth of the section. Expansion joints shall be required at each end of drop curbs and where the work abuts existing buildings or other structures including existing sidewalks. Proper care shall be used to keep the expansion joint straight and at right angles to the line of the curb and gutter and completely through the full curb and gutter section.

4.0 CONCRETE SIDEWALK

- 4.1 Sidewalk letdowns to conform to Town standards including imbedded tactile mats in the sidewalk panel and tooling. Tactile mats to be supplied by the Town.
- 4.2 Refer to MMCD section 03 30 20 – Concrete Walks, Curbs, and Gutters

5.0 PAVING - GENERAL

- 5.1 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.
- 5.2 The Town of Sidney will correct apparent deficiencies in the pavement before the paving program. The Town of Sidney shall also adjust existing

appurtenances after grading or asphalt grinding and prior to paving. The contractor and Town shall agree upon a schedule for these adjustments.

- 5.3 The contractor shall remove and dispose offsite all of the asphalt grindings that are generated as a result of this contract.
- 5.4 Asphalt mix testing shall be performed by a firm of Geotechnical Consultants, the costs to be borne as per Section 1.3 of the General Requirements.
- 5.5 Prior to placement of asphalt pavement, the Contractor shall fine grade and blade the existing surface as required to achieve the required pavement profile, crossfall, and tie-ins to existing infrastructure. The cost of all fine grading, blading, shaping, trimming, and associated handwork shall be included in the applicable paving unit prices.

6.0 **PAVING - ASPHALT RESURFACING**

- 6.1 Resurfacing of existing asphaltic pavement bases shall consist of asphalt surface grinding where required, tack coating and resurfacing with a machine laid overlay of warm mix asphalt 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 #1. The intent of this contract is to achieve hot mix asphalt pavement standards as specified in MMCD using warm mix asphalt.

7.0 **PAVING - PAYMENT REDUCTIONS**

7.1 PAVEMENT THICKNESS:

Pavement structure shall be constructed to the minimum thickness as specified. Any area suspected of deficient thickness shall be cored by the Town. 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 Town, in its 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:

% Thickness Deficiency	% Payment Reduction in Contract Price
10.0	0
10.1 – 15.0	15
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.

7.2 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%.

Average densities shall be based on core samples taken at an approximate rate of one set of three cores per 2000 m² (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 Town, in its 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:

% Marshall Density	% Payment Reduction in Contract Price
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 Town. 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 Town. 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 metres.

7.3 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 metre long 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.

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 Town:

Grind and overlay the existing surface with a shallow lift of asphalt based on a mix design proposed by the Contractor and approved by the Town; or remove and resurface.

If the Town, in its 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:

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

Measurement: Field survey of Defective Area in square metres.

7.4 TEXTURE:

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

8.0 QUANTITIES

- 8.1** 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.
- 8.2** 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.
- 8.3** 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.

9.0 MEASUREMENT OF QUANTITIES

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.

10.0 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 Town;
- (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 Town, 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 WorkSafe BC 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 Town 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;
- (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.

END OF GENERAL REQUIREMENTS

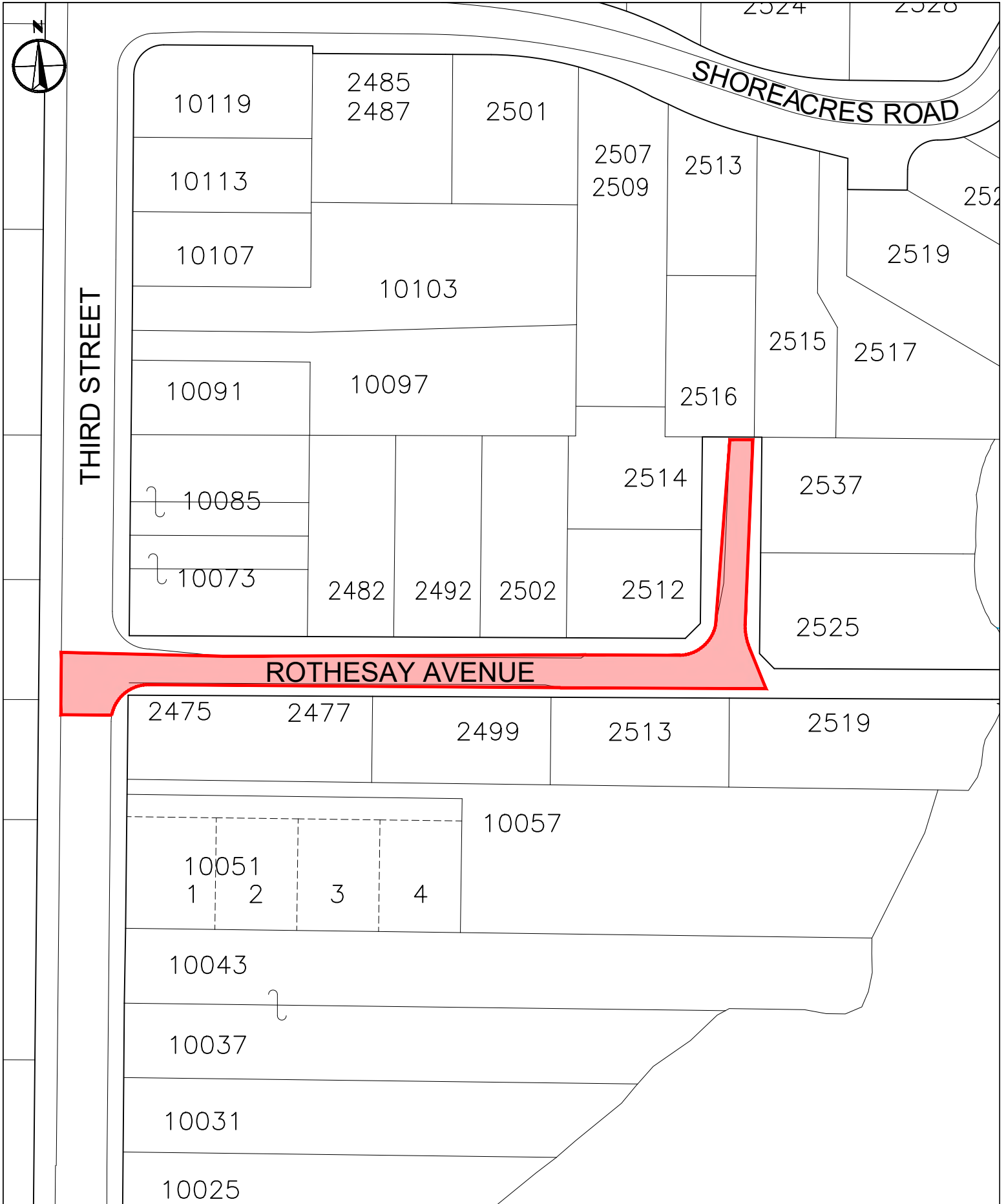
**TOWN OF SIDNEY
2026 PAVING, CONCRETE CURB & SIDEWALK PROGRAM
CONTRACT NO. 2026-014**

PROJECT SITE PLANS

2026 PAVING PROJECTS

Rothesay Ave - From Third St to End

Town of Sidney



2026 PAVING PROJECTS

Beacon & Resthaven - Save-On Parking Lot Entrances

Town of Sidney



2026 PAVING PROJECTS

Ocean Avenue West - Epco Drive to Philip Brethour Park

Town of Sidney



SEE APPENDIX C
FOR DESIGN PLAN

OCEAN AVE WEST

PHILIP BRETHOUR PARK

2077

9622

9618

9614

9610

9606

9602

9598

2112

9594

2102

2106

2110

2114

9590

REDWING PLACE

2119

9586

2105

2109

2113

2123

9582

2127

WESTLEIGH

9581
9579

1

2104

2110

2116

2132

9578

8

EPICO DRIVE