

## **2015 ROAD CRACK REPAIR**

M.D. of Wainwright No. 61

The Municipal District of Wainwright No. 61 invites prices for repair of approximately 108,000 metres of road cracks. Interested contractors are invited to review the detailed project package for additional information. The package may be obtained at the M.D. office, 717 – 14<sup>th</sup> Avenue, Wainwright, Alberta during regular business hours.

The M.D. of Wainwright reserves the right to waive informalities in, or reject any or all prices, or accept the price deemed most favorable in the interest of the M.D. The lowest or any price may not necessarily be accepted.

Submissions marked “Road Crack Repair Proposal” will be accepted until 10:00 a.m. April 15, 2015 at the address indicated below.

For additional information or questions please contact Mark Greibrok, Director of Road Constructoin at 780-842-4024.

**Municipal District of Wainwright No. 61  
717 – 14<sup>th</sup> Avenue  
Wainwright, Alberta  
T9W 1B3**

**Schedule “A”**

**M.D. of Wainwright 2015 Road Crack Repair**

**Project Description**

**Work Required:** Road Crack Repair

**Project**

**Description:** The Work consists of repairing cracks by milling a notch centered over the crack, then filling the notch with an approved asphalt mix and compacting the mix. Only Blow and Seal is required on existing milled and filled roads.

**Project Name:** 2015 Road Crack Repair

**Location:** Various road locations identified in Schedule D

**Length:** 108,000 metres – approximately. *The M.D. of Wainwright reserves the right to delete or add metres based on budgetary circumstances.*

**Completion Date:** June 30, 2015

## ***Terms of Reference – Details – Schedule “B”***

### **1. Phase 1 – Preliminary Work**

The successful contractor will be required to enter into a contract with the M.D. of Wainwright as attached as Schedule C.

Project initialization meeting – Successful contractor will meet with the municipality for:

- The exchange of available information pertinent to the project
  - To become cognizant of special local requirements particular to the project
  - Establishing a MD contact for communications
  - To become aware of the manner in which the MD foresees communications, reporting procedures, and liaisons to occur.
  - In regards to site investigation and inspection, the consultant will carry out a detailed inspection
- Other work and details required:
- Roadside hazards will be assessed for warrants.
  - Other inspections of site specific items as may be required as determined on site.

### **2. Phase 2 – Construction**

**Crack Repair - The successful contractor will be required to:**

- Supply all the equipment, labour and material necessary to Crack repair the roads listed in Schedule D. All work shall be completed by June 30, 2015.
- Contractor will use Crafcro RoadSaver 522 (attachment 1) and/or NUVO 6690 Type IV (attachment 2) as the filling agent.
- Respecting application of the product, the successful contractors will follow the crack repair specification as detailed in Schedule E as attached.
- Ensure Traffic Accommodation plan is in place (see Schedule F).
- Participate in regular safety meetings conducted on-site as required.

### **Valuation Criteria:**

**Valuation Criteria used for awarding this proposal is as follows:**

**30% price**

**20% quality of crack repair material**

**25% past relevant experience**

**25% past experience with the M.D. of Wainwright**

**The M.D. of Wainwright reserves the right to accept or reject any or all prices based on the above criteria. The M.D. of Wainwright reserves the right to accept a price other than the lowest price without stating reasons based on the above criteria. The M.D. of Wainwright may consider any other factor besides price and capability to perform the work that it deems in its sole discretion to be relevant to its decision.**

## **Schedule C**

# **Municipal District of Wainwright No. 61**

## **2015 CRACK SEALING CONTRACT**



Municipal District of Wainwright No. 61  
717 – 14th. Avenue, Wainwright, Alberta  
T9W 1B3

**THIS CONTRACT** made the \_\_\_\_ day of \_\_\_\_\_, 2015.

**BETWEEN:**

**M.D. WAINWRIGHT No. 61**  
(hereinafter referred to as the "M.D.")

OF THE FIRST PART

- and -

(hereinafter referred to as the "Contractor")

OF THE SECOND PART

**WHEREAS** the M.D. requires the Contractor to perform certain work as outlined in this contract, which work is to be performed within the M.D. and more particularly described as follows, namely **2015 Crack Sealing Requirements for the M.D. of Wainwright** (hereinafter referred to as "the Work");

**AND WHEREAS** the Contractor is qualified or has in its employment personnel qualified to perform the required Work;

**NOW THEREFORE**, in consideration of the promises, mutual terms, covenants and conditions contained herein, the parties hereto agree as follows:

1. The M.D. hereby retains the Contractor and the Contractor hereby accepts such retainer to provide the Work, which includes, but is not limited to the following, namely:
  - a) The Work, in general terms, shall consist of:
    - (i) The Contractor shall conduct the crack sealing as per the Terms of Reference (Schedule B)
    - (ii) The Contractor shall complete all work by **June 30, 2015**.
    - (iii) The Contractor shall be responsible for traffic control to ensure the safety of its workers. A traffic accommodation plan shall be in place prior to the start of any work. A copy of the plan shall be submitted to the M.D.

(iv) The Contract will be awarded on a per metre price based on accompanying list of roads in Schedule "D".

2. The Contractor will provide qualified employees to provide the Work required under this Contract. The obligations of the Contractor performed pursuant to this Contract shall only be performed by the Contractor or an employee or a party acting on behalf of the Contractor who has been approved in advance in writing by the M.D., such approval which may be arbitrarily withheld and which may be terminated or revoked at any time in the discretion of the M.D.
3. In carrying out its obligations hereunder, the Contractor shall be bound by and observe all applicable federal, provincial and municipal legislation and related regulations, which, without limiting the generality of the foregoing, shall comply with the provisions of the *Occupational Health and Safety Act*, R.S.A. 2000, Chapter 0-2 and amendments thereto and Regulations thereunder or any successive legislation, and shall at all times ensure that all employees and Sub-Contractors at the site(s) where the Work is being performed comply with the requirements of the *Occupational Health and Safety Act*, and Regulations thereunder. The Contractor shall be the general representative and agent to the M.D. for the purposes of ensuring compliance with safety regulations for both its own employees and those of any Sub-Contractors. The Contractor shall bring to the attention of Sub-Contractors the provisions of the *Occupational Health and Safety Act* and Regulations thereunder. The Contractor acknowledges that he is an "employer" as defined in the *Alberta Occupational Health and Safety Act*. For the purposes of the Contract, the Contractor is assigned the role of Prime Contractor, pursuant to the *Occupational Health and Safety Act* for the Work site and is responsible for ensuring compliance with the *Occupational Health and Safety Act* by all employers and employees on the Work site.
4. Prior to commencing the Work described hereunder and prior to receiving any payment, the Contractor shall provide evidence of compliance with all requirements of the Province of the place of the Work with respect to Workers' Compensation including payment due thereunder. At any time during the term of this Contract, when requested by the M.D.'s representative, the Contractor shall provide such evidence of compliance by himself and any or all of his Sub-Contractors.
5. The term of the Contract shall be from **the date of its final signing to June 30, 2015** (hereinafter referred to as the "Term").

6. The Contractor will submit monthly progress payment applications for the amount of Work performed by the Contractor during that given month.
7. In consideration of the proper performance by the Contractor of the Work pursuant to this Contract, and subject to verification of the actual Work performed by the Contractor, the M.D. shall pay the Contractor the amount set out in the Contractor's invoice, less applicable holdback (10%) as provided for in the Alberta *Builders' Lien Act*, within thirty (30) days from the date of receipt of an invoice from the Contractor. The MD will make monthly payments in Canadian funds to the Contractor on account of the Contract Price. The amounts of such payments shall be based on actual progress less holdback as certified by the MD or the MD's Consultant.
8. If any work remains incomplete after the specified or adjusted completion date, the Contractor agrees to pay the M.D. an amount of \$1,000.00 per day, for each and every day beyond the specified or adjusted completion date that the work remains incomplete. **For the purposes of this contract, the completion date shall be June 30, 2015.**

The M.D. will deduct assessed liquidated damages from payments due on this Contract.

If there are insufficient funds to cover the liquidated damages, the M.D. will invoice the Contractor. The Contractor shall promptly pay the amounts invoiced. Should any Liquidated Damages remain unpaid after 30 days for the date of the invoice, the M.D. may recover the unpaid sum from any money due the Contractor on other Contracts or Accounts.

9. Payment for the performance of the Work by the Contractor shall be calculated in accordance with the rates and methods set out in **Schedule "G"** or as otherwise indicated. The Contractor's invoices shall include the following:
  - Location (beginning and ending location of each project – i.e. township and range roads)
  - Dates of work performed
  - Number of miles sealed
  - GST registration number
10. If the M.D. fails to make payments to the Contractor as they become due under the terms of this Contract or in an award by arbitration or court, interest of Prime, as set by

the Bank of Canada, plus one percent (Prime plus 1%) per annum on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

10. Nothing in this Contract shall be construed as:

- a) constituting either party as the agent, employer or representative of the other party;
- b) creating a partnership; or
- c) imposing upon either party any partnership duty, obligation or liability to the other party.

The relationship created by this Contract between the M.D. and the Contractor is that of independent contractor.

11. The Contractor has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the M.D., nor to bind the M.D. in any manner whatsoever.
12. All amounts payable by the M.D. to the Contractor for Work hereunder shall be exclusive of any Goods and Work Tax ("GST") payable thereon and the M.D. shall, in addition to the amounts payable, pay to the Contractor all amounts of GST applicable thereon.
13. The Contractor shall be responsible for the payment of all income tax, Canada Pension, employment insurance and all other required payments, contributions or deductions including, but not limited to, any assessments levied pursuant to the *Workers' Compensation Act* that arise or may hereafter arise with respect to the Work performed by the Contractor under this Contract.
14. The Contractor shall be responsible for all fees, licenses, permits, filings, and all other costs incidental to the performance of the Contractor's obligations under this Contract.
15. The M.D. may, at its discretion, agree in advance to reimburse the Contractor for specific expenses to be incurred by the Contractor in the discharge of its obligations hereunder. Such expenses shall only be paid when approved prior to expenditure and thereafter supported by proper receipts, invoices or vouchers submitted to the M.D. within thirty (30) days from the date upon which such expenses are incurred.



16. For the Term of the Contract, the Contractor will be the priority Contractor engaged by the M.D. to perform the Work as described in **Section 1 of this Contract**. The M.D. reserves the right to engage other Contractors for the same or similar type of work over and above the scope of Work specified in this Contract. The Contractor may accept concurrent contracting retainers from other parties during the Term; provided that they do not interfere, in the opinion of the M.D. acting reasonably, with the Work that the Contractor is required to perform under this Contract.
17. The Contractor will report on a regular basis, as required by the M.D., on the Work provided pursuant to this Contract. The Contractor will make available such information, including data and documents, as the M.D. may require from time to time relating to the obligations of the Contractor to allow the M.D. to evaluate the quality and progress of Work provided under this Contract.
18. The Contractor shall have complete control of the Work and shall effectively direct and supervise the Work so as to ensure conformance with the Contract requirements. He shall be solely responsible for construction means, methods, techniques, sequences and procedures and for co-ordination of the various parts of the Work under the Contract.
19. The Contractor shall prepare and update as required a construction schedule indicating the timing of the major activities of the Work. The schedule shall be designed to ensure conformance with the required Contract Term. The schedule shall be submitted to the M.D. for their information within a reasonable time from the date of Contract award. The Contractor shall monitor the progress of the Work relative to the schedule and advise the MD of any revisions required as the result of delays, indicating the results expected from the resultant change in schedule.
20. Unless otherwise stipulated elsewhere in the Contract Documents, the Contractor shall provide and pay for labour, products, tools, construction machinery and equipment (including repairs), water, heat, light, power, transportation, and other facilities and services necessary for the performance of the Work in accordance with the Contract.
21. The Contractor shall maintain good order and discipline among his employees engaged on the Work and shall not employ on the Work anyone not skilled in the task assigned to him.

22. The Contractor shall confine his apparatus, the storage of products, and the operations of his employees to limits indicated by laws, ordinances, permits or the Contract Documents and shall not unreasonably encumber the premises with his products.
23. The Contractor shall maintain the Work in a tidy condition and free from the accumulation of waste products and debris.
24. The M.D. and its authorized agents or representatives shall at all times have access to the Work. If parts of the Work are in preparation at locations other than the site of the Work, the MD or his authorized agents or representatives shall be given access to such Work whenever it is in progress.
25. If the Contractor covers or permits to be covered Work that has been designated for testing, inspections or approvals before such tests, inspections or approvals are made, given or completed, he shall, if so directed, uncover such Work, have the inspections or tests satisfactorily completed and make good such Work at his own expense.
26. The M.D. may order any part or parts of the Work to be specially examined should he believe that such Work is not in accordance with the requirements of the Contract. If, upon examination such Work be not found in accordance with the requirements of the Contract, the Contractor shall correct such Work and pay the cost of examination and correction. If such Work be found in accordance with the requirements of the Contract, the MD shall pay the cost of examination and replacement.
27. The Contractor shall furnish promptly to the M.D. two (2) copies of certificates and inspection reports relating to the Work if requested by the M.D.
28. Defective Work, whether the result of poor workmanship, use of defective products, or damage through carelessness or other act or omission of the Contractor and whether incorporated in the Work or not, which has been rejected by the M.D. as failing to conform to shall be removed promptly from the site of Work by the Contractor and replaced or re-executed promptly at the Contractor's expense.
29. Where the M.D. determines that the Contractor is in default of its obligations as set out in this Contract, the M.D. shall, by written Notice of Default, require the Contractor to remedy such default, at the Contractor's sole expense, within forty-eight (48) hours of the delivery

of the Notice of Default to the Contractor. The Contractor shall be in compliance with the M.D.'s instructions if:

- a) the Contractor corrects the default within the time specified in the Notice of Default; or
- b) if the default cannot be corrected within the time specified in the Notice of Default, the Contractor commences the correction of the default within the time specified in the Notice of Default; and
  - (i) the Contractor provides a schedule to correct the default acceptable to the M.D.; and
  - (ii) the Contractor corrects the default within the time set out in the schedule agreed to by the M.D.

In the event that the default is not corrected in accordance with this clause to the M.D.'s satisfaction, or in the event of urgent circumstances where the giving of a written Notice of Default is impossible, or impracticable, as may be determined by the M.D. in its sole and unfettered discretion, the M.D. may, without prejudice to any other right that the M.D. has pursuant to this Contract, or at law;

- a) terminate the Contractor's right to continue with the Work of this Contract, in whole or in part; or
- b) terminate the Contract forthwith; or
- c) correct the default at the Contractor's expense and deduct the cost of same from any amount of monies that maybe, or become, due and owing to the Contractor, or
- d) complete the Work, or allow another contractor to complete Work if results are not satisfactory to the M.D.'s Consultant or his representative or in the event that the schedule for the performance of the Work is not being met.

The sum of all damages, expenses, fees, costs, including but not limited to solicitor and client legal costs, incurred or suffered by the M.D. as a result of the Contractor's failure to correct the default, or the termination of the Contractor's right to continue with the Work of this Contract, in whole or in part, or the termination of the Contract forthwith, shall be a debt immediately due and owing by the Contractor to the M.D. which debt may be offset by the M.D. against any monies payable to the Contractor pursuant to this Contract or any other monies payable by the M.D. to the Contractor. The exercise by the M.D. of the

rights pursuant to this clause shall not limit any other remedy the M.D. may have pursuant to this Contract or at law.

30. The Contractor acknowledges that the M.D. is subject to the *Freedom of Information and Protection of Privacy Act*, RSA 2000, Chapter M25. Confidentiality for any records compiled or created under this Contract cannot be ensured by the M.D. Provisions exist under the *Freedom of Information and Protection of Privacy Act*, to allow disclosure of personal or business information where disclosure would not be harmful to business interest or would not be deemed an unreasonable invasion of your personal privacy as defined within the *Freedom of Information and Protection of Privacy Act*. The Contractor also acknowledges that information and records compiled or created under this Contract, which are in the custody of the Contractor, are also subject to the *Freedom of Information and Protection of Privacy Act*. If the M.D. receives a request for information under the *Freedom of Information and Protection of Privacy Act*, which includes information provided by the Contractor, the M.D. will give the Contractor notice of such request and the Contractor will respond to such notice in accordance with the *Freedom of Information and Protection of Privacy Act*. If the Contractor does not respond to the notice from the M.D., it will proceed to process the request for information in accordance with its procedures as set forth within the *Freedom of Information and Protection of Privacy Act*. If the M.D.'s response to a request under the *Freedom of Information and Protection of Privacy Act* is appealed to the Office of the Information and Privacy Commissioner, the Contractor shall be responsible for the burden of proof as to exception from disclosure as defined under the *Freedom of Information and Protection of Privacy Act*.
31. The Contractor shall be responsible for all costs related to confidentiality requirements. As applicable, for M.D. records and information under its care, the Contractor shall bear the burden and associated costs of records management practices required under the *Freedom of Information and Protection of Privacy Act*. As well, the Contractor shall be responsible to provide for the protection of confidential M.D. records and information as required by the *Freedom of Information and Protection of Privacy Act*. Neither the M.D., nor the M.D.'s employees, shall use, copy, disclose or otherwise communicate any information not available to the general public that was gained by them in the course of the duties. Neither the Contractor, nor the Contractor's employees, shall use, copy,

disclose or otherwise communicate any information not available to the general public that was gained by them in the course of the duties.

32. The M.D. shall furnish to the Contractor such information in its possession reasonably required for the proper performance of the obligations of the Contractor, and shall, in every way provide such cooperation as is reasonable in order for the Contractor to be able to perform the Work required pursuant to this Contract in a satisfactory manner.
33. The Contractor shall retain all information and records received or compiled by the Contractor in accordance with this Contract for a minimum period of one (1) year from the date of termination of this Contract.
34. The Contractor hereby represents and warrants with and to the M.D., and acknowledges that the M.D. is relying upon such representation and warranty, that the Contractor is in compliance with all laws and regulations of any public authority relating to the conduct of its business and has all required approvals, permits, licenses, certificates and authorizations necessary to carry on its business and to carry out its obligations hereunder and there are not any proceedings whatsoever, actual or pending, and whether concerning cancellation, extension or otherwise, relating to the said approvals, permits, licenses, certificates or authorizations.
35. Without in any way limiting the liability of the Contractor under this Contract, the Contractor shall obtain and maintain in force, at the Contractor's own expense, during the existence of this Contract, or any extension thereof, and shall provide evidence of the existence of same to the M.D. prior to commencing any of the Work, the following insurance:
  - (a) standard automobile insurance covering owned, non-owned and rented automotive equipment, bodily injury and property damage insurance providing coverage of at least Five Million (\$5,000,000.00) Dollars inclusive per accident for the injury to or death of one or more persons or damage to or destruction of property;
  - (b) a commercial general liability insurance policy per occurrence providing coverage of not less than Five Million (\$5,000,000.00) Dollars inclusive per occurrence, with an annual general aggregate, if any, not less than \$5,000,000, in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:

- (i) non-owned automobile liability;
  - (ii) independent sub-contractors;
  - (iii) employees;
  - (iii) contractual liability including this Contract;
  - (iv) contingent employer's liability;
  - (v) broad form property damage endorsement;
  - (vi) cross-liability; and
  - (viii) products and completed operations
- (c) workers compensation coverage for all employees, if any, engaged by the Contractor in accordance with the laws of the Province of Alberta;
- (d) employer's liability insurance respecting employees, if any, of the Contractor with limits of liability of not less than Five Million (\$5,000,000.00) Dollars per employee for each accident, accidental injury or death of an employee or any sub-contractor engaged by the Contractor; and
- (e) such other insurance as the M.D. may from time to time reasonably require.

The Contractor shall be liable for the cost of all of the insurance required to be held by the Contractor as set forth herein and for payment of all deductible amounts from such policies of insurance.

36. The Contractor and the M.D. acknowledge and agree that the M.D. shall not be liable nor responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Contractor, his employees or agents in the performance of this Contract.
37. The Contractor shall be responsible for any loss or damage to property of the M.D. howsoever caused by the Contractor's negligence or that of his employees or agents, or by the Contractor's breach of this Contract. The Contractor shall extend his own "All Risks" property insurance to cover his legal liability for the property of others in his care, custody or control and shall note the interest of the M.D. as applicable.
38. The Contractor shall ensure that:

- (a) all insurance coverage maintained by the Contractor in accordance with this Contract shall include waivers of subrogation by the insurers in favor of the M.D. and shall name the M.D. as an added insured in respect to the Work provided to the M.D. by the Contractor;
  - (b) no such insurance policy may be cancelled without the insurer providing no less than thirty (30) days written notice of such cancellation to the M.D.; and
  - (c) a Certificate of Insurance is furnished, satisfactory to the M.D., evidencing the required insurance coverage.
- 39. The Contractor shall at all times and without limitation, indemnify and save harmless the M.D., its Councillors, directors, officers, insurers, employees, contractors, agents and representatives from and against any and all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind which any of the M.D., its Councillors, directors, officers, insurers, employees, contractors, agents and representatives may sustain, pay or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, with respect to any occurrence, event, incident or matter caused by, and/or arising as a direct or indirect result of:
  - (a) any act or omission on the part of the Contractor during the performance or purported performance or non-performance of this Contract; or
  - (b) the failure of the Contractor to remit all applicable tax withholdings, Canada Pension contributions, employment insurance contributions and all other payments, contributions or deductions for which the Contractor is liable.
- 40. The parties acknowledge and agree that the provisions of this Contract, which, by their context, are meant to survive the termination or expiry of the Term, shall survive the termination or expiration of the Term and shall not be merged therein or therewith.
- 41. This Contract may be terminated for convenience by the M.D. at any time by giving forty-eight (48) hours written notice of termination for convenience to the Contractor. The effective date of the termination for convenience shall be set out in the Notice of

Termination for Convenience. The Contractor's right to consideration shall be limited to payment for Work performed and not previously paid for up to the effective date as set out in the Notice of Termination for Convenience. The Contractor specifically agrees that the Notice of Termination for Convenience and consideration set forth in this clause constitutes reasonable, fair and equitable notice and compensation for damages, if any, which may be suffered by the Contractor as a result of the termination for convenience of this Contract. In the event this Contract is terminated for convenience, the Contractor shall perform the Work required by this Contract up to and including the effective date set out in the Notice of Termination for Convenience and shall, upon request, provide the M.D. with a written report on the Work rendered to the time of termination for convenience. Except for any such report, the Contractor shall not perform any further Work subsequent to the effective date set out in the Notice of Termination for Convenience.

42. No work shall be performed by the Contractor until the Contract has been executed by both parties hereto.
43. No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.
44. For the purposes of this Contract, the addresses of the parties are:

**M.D. of Wainwright No.61**  
Attention: Kelly Buchinski  
717-14<sup>th</sup> Avenue  
Wainwright, Alberta T9W 1B3

AND



Any communication, notice or service of documents required to be made during the course of this Contract will be good and sufficient if delivered to, or posted by prepaid registered mail addressed to, the above addresses. Notice given in any such manner shall be deemed to have been received by the party on the day of delivery or upon the 3rd day after the date of mailing provided that normal postal service is in existence at the time of mailing and for three (3) days thereafter. Any party may change its address for service from time to time upon written notice to that effect. In the event of disruption of normal postal Work, any party giving notice hereunder shall be required to deliver the same.

45. The laws of the Province of Alberta shall govern the interpretation of this Contract and the jurisdiction for suite relating to any matters hereunder shall be Alberta.
46. This Contract constitutes the entire Contract between the parties hereto and the parties acknowledge and agree that there are no covenants, representations, warranties, contracts or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Contract save as expressly set out in this Contract.
47. This Contract may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.
48. This Contract shall enure to the benefit of and be binding upon the parties herein and their respective heirs, successors and assigns.
49. Time is of the essence in this Contract, and if either party shall fail to perform the covenants on its part to be performed at fixed times or alternatively within a reasonable time for the performance thereof under the terms of this Contract, the other party may elect to terminate this Contract in accordance with the provisions set out hereinbefore.
50. If any term, covenant or condition of this Contract or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Contract or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Contract shall be valid and shall be enforceable to the fullest permitted by law.
51. The parties agree all reasonable efforts shall be made to resolve all disputes under this Contract by negotiation and agree to provide, without prejudice, open and timely

disclosure of relevant facts, information and documents to facilitate these negotiations. The parties agree that any dispute not resolved through negotiation shall be submitted for arbitration in accordance with the provisions of the relevant arbitration legislation in the Province of Alberta. The parties hereto agree that submission of a dispute dealt with by this section shall be a condition precedent to any application or action brought before any competent court.

52. The Contractor agrees to preserve and protect the rights of the parties under the Contract with respect to work to be performed under and Subcontract and to:
- (a) enter into contract or written agreements with his Sub-Contractors to require them to perform their work in accordance with and subject to the terms and conditions of the Contract; and,
  - (b) be as fully responsible to the MD for acts and omissions of his Sub-Contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him.

Nothing contained in the Contract shall create a contractual relationship between a Sub-Contractor and the MD.

53. The Contractor shall protect the Work and the M.D.'s property and property adjacent to the site of the Work from damage and shall be responsible for damage which may arise as the result of his operations under the Contract except damage which occurs as the result of acts or omissions by the MD, other Contractor, or their agents and employees.
54. Should the Contractor in the performance of this Contract damage the Work, the M.D.'s property or property adjacent to the site of the Work, the Contractor shall be responsible for the making good such damage at his expense.
55. The Contractor shall be responsible for the proper performance of the Work.
56. The Contractor agrees to correct promptly, at his own expense, defects or deficiencies in the Work which appear prior to and during the period of one (1) year from the date of substantial performance of the Work as defined within the *Builders' Lien Act* of the Work, or such longer periods as may be specified for certain products or work.

57. The MD shall promptly give the Contractor written notice of observed defects and deficiencies.

**IN WITNESS WHEREOF** the parties have executed this Contract as of the date first above written.

**M.D. WAINWRIGHT NO. 61**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Kelly Buchinski, Municipal Administrator

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_c/s

## **Schedule “D”**

### **Proposed roads requiring Route and Seal:**

<b><u>Road</u></b>	<b><u>Linear Metres</u></b>
South Chauvin Road (Rge. Rd. 20)	8,800
Berg Road (Rge. Rd. 61)	15,300
Minburn Road (Rge. Rd. 102)	12,200
<b>Total</b>	<b>36,300 Lin. M.</b>

### **Proposed roads previously routed and filled requiring Blow and Seal:**

<b><u>Road</u></b>	<b><u>Linear Metres</u></b>
Terminal Road (Twp. Rd. 424)	46,000
South Chauvin Road (Rge. Rd. 20)	2,000
Cadogan Road (Rge. Rd. 42)	15,200
Berg Road (Rge. Rd. 61)	3,000
Canola Plant Road (1 <sup>st</sup> Ave/1 <sup>st</sup> street)	5,500
<b>Total</b>	<b>71,700 Lin. M.</b>

# **Standard Specifications for Highway Construction**

## **Crack Repair – Mill and Fill**

### **Crack Repair**

Unless otherwise specified, the Contractor shall mill a notch centered over the crack as shown on Drawing 1 (attached). For transverse cracks, the notch shall extend across the width of the lane and 0.3 m into the shoulder, or as otherwise specified.

All loosened material shall be removed from the notch and the milled surfaces shall be left clean and dry. The milled material shall be swept to the shoulder of the road and disposed of on the sideslope. When identified in the Special Provisions, milled material shall be removed from the roadway and disposed of by the Contractor at a disposal site acceptable to the Municipal District of Wainwright (M.D.).

The Contractor shall apply tack coat to all exposed pavement edges by means of hand spraying.

The asphalt mix shall be placed and compacted to the top of the milled notch in lifts not greater than 75 mm thick to a minimum of 96% Marshall density, or as otherwise specified. Asphalt cores taken for density testing shall be taken from the center of the notch if required by the M.D.

The Contractor shall backfill all milled notches the same day.

### **ACCEPTANCE CRITERIA**

The Work shall comply with the following for final acceptance by the M.D.:

- all milled cracks conform with the specified milling profile;
- the milling conforms to the path of the crack with no part of the crack outside or touching the edge of the milled cross-section;
- all milled cracks are filled with the proper asphalt mix;
- the asphalt mix is compacted to the required density;
- the completed work provides a smooth transition between the infilled material and the adjacent undisturbed pavement surface; and
- all milled material has been properly spread over the sideslope or disposed of and the work area left in a neat and tidy condition.

Treated cracks failing to meet these criteria shall be repaired by the Contractor at his own expense.

### **MEASUREMENT AND PAYMENT**

Measurement will be in metres based on the length of cracks repaired.

Payment will be made at the unit price provided for “Crack Repair – Mill and Fill” and will be full compensation for cold milling, disposal of milled material, supplying and applying tack coat, supplying placing and compacting the asphalt mix and all labour, equipment, tools and incidentals necessary to complete the work.

## **Preparation of Uncut or Previously Sealed Cracks (Blow & Seal Method – No Routing)**

Crack sealing shall be limited to the sealing of uncut and previously sealed cracks. Pavement surfaces and cracks must be dry with the air temperature above 2 degrees Celsius. All cracks up to 25 mm in width shall be cleaned and sealed.

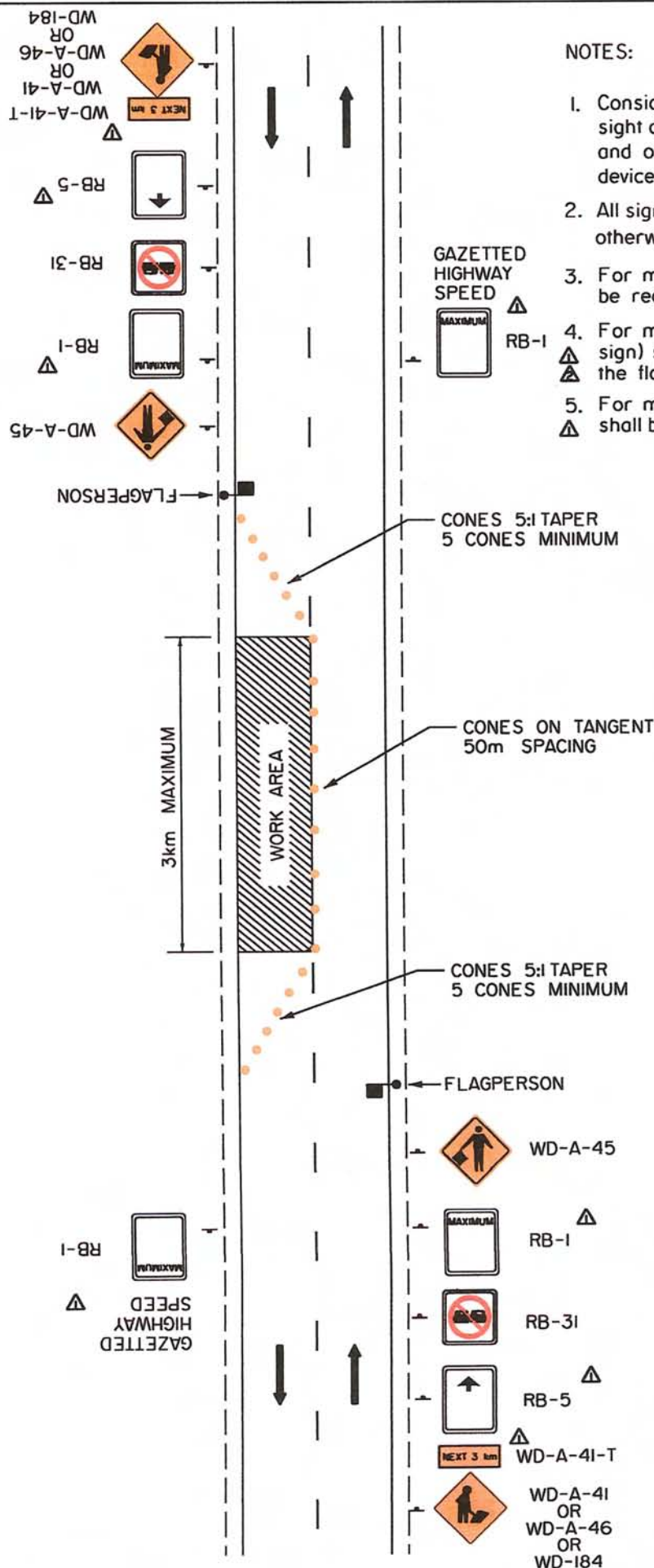
The cleaning operation shall consist of high compressed air provided by an air compressor with a minimum 185cfm capacity. The Contractor shall remove all dirt, dust and debris from the crack. All debris must be cleared from the surface of the roadway to ensure dust cannot blow back in to the cleaned crack. A hot air lance shall be used should there be any moisture in the crack or on the surface of asphalt.

### **Sealant Application**

Sealant must be heated in a double jacketed oil bath kettle with the transmittal of heat through a heat-transfer medium having a minimum flash point of 315 degrees Celsius. The melter must be equipped with a mechanical agitator to continuously stir the sealant to prevent localized overheating.

Sealant shall be applied to the crack and immediately smoothed by a U- or V- shaped squeegee or applicable tool affixed to the end of the sealing wand. The band of Sealant shall be 7 – 12 centimeters in width and not more than 2 millimeters thick. The sealant in the crack must be flush with the surface of the roadway. In situations where the sealant ‘sinks’ and leaves an underfilled crack, the Contractor must take steps to bring the level of the sealant up to flush with the surface. Care must be taken to ensure that subsequent sealant applications are neat. Excessive sealant drips or sealant band width may be cause for rejection by the Owner.

# Schedule F



## NOTES:






1. Consideration must be given to traffic volume, sight distances, sign spacing, duration of work and other factors to ensure traffic control devices are adequate in each instance.
2. All sign spacing shall be 100m-150m unless otherwise indicated.
3. For mobile operation, cones may not be required.
4. For mobile operation, WD-A-45 (flagperson sign) shall be located less than 1.5 km from the flag person.
5. For mobile operation, the NEXT 3km tab shall be installed on the first warning sign.



WD-A-46



WD-184

			
	Notes revised.	JM	Sep 15/08
	Notes and Title Block updated and signs added.	JM	Dec 31/07
No.	REVISIONS	BY	DATE
<p>Approved:</p> <p>Original signed by</p> <p>Tim Houtt</p> <p>_____ Executive Director, Technical Standards Branch</p> <p>Date: MARCH, 2001</p>			
<p>SHORT DURATION - SIGNING </p> <p>ONE LANE CLOSURE</p> <p>(ONE LANE ALTERNATING TRAFFIC)</p> <p>TWO LANE UNDIVIDED HIGHWAY</p>			
Prepared By: G.E.C.	Checked By: P.H.	Scale: N.T.S.	Dwg No.: TCS-B-2.1A

SCHEDULE "G"

PRICE SHEET FOR CRACK SEALING CONTRACT 2015

Contractor Name: \_\_\_\_\_

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

Town & Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Cellular: \_\_\_\_\_

Price for **Route & Seal** based on roads specified in Schedule D is \$\_\_\_\_\_ per metre excluding GST

Price for additional metres (if required) \$\_\_\_\_\_.

Price for **Blow & Seal** based on road specified in Schedule D is \$\_\_\_\_\_ per metre excluding GST

Price for additional metres (if required) \$\_\_\_\_\_.

**The M.D. of Wainwright reserves the right to add or delete metres based on budgetary circumstances.**

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

Contractor's Signature: \_\_\_\_\_

Note: Ensure you have included details of the crack filling agent intended to be used for the project.





420 N. Roosevelt Ave. • Chandler AZ 85226  
1-800-528-8242 • (602) 276-0406 • FAX (480) 961-0513  
www.crafco.com

## PRODUCT DATA SHEET

### ROADSAVER 522

PART NO. 34522

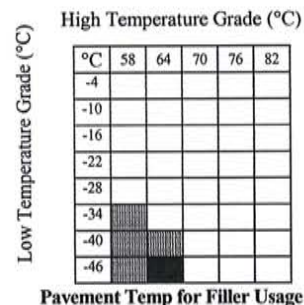
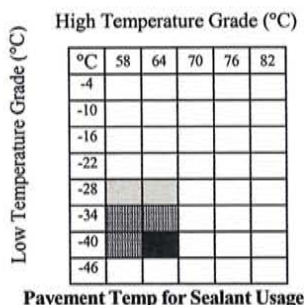
JANUARY 2008

#### READ BEFORE USING THIS PRODUCT

**GENERAL** Crafco RoadSaver 522 is a hot-applied asphalt based product used to seal and fill cracks and joints in both asphalt and portland cement concrete pavements in cold to very cold climates. RoadSaver 522 is supplied in solid form which when melted and properly applied forms an adhesive flexible compound with high elongation and low stress development at low temperatures, while resisting flow during the summer. RoadSaver 522 is used in highway, street, and airfield pavements and is applied using either pressure feed melter applicators or pour pots. At application temperature, RoadSaver 522 is a free flowing, self-leveling product. RoadSaver 522 was developed specifically to perform in temperature extremes and movement conditions that exist in the coldest climates. Over the last 20 years, RoadSaver 522 has proven to be one of the best, if not the best performing crack sealant for very cold climates, and has achieved the Crafco **CERTIFIED PERFORMANCE** designation. Several states and Canadian provinces have adopted specifications based on the exceptional performance of RoadSaver 522. Due to the softness of the product RoadSaver 522 is not recommended for use as crack sealant or filler in parking lots or other areas with high foot traffic. VOC = 0 g/l.

**USAGE GUIDELINES** RoadSaver 522 pavement temperature performance limits are 64-40 for crack sealing and 64-46 for crack filling. Usage recommendations are shown in Crafco pavement temperature grade charts shown at the right. Refer to Crafco Product Selection Procedures to determine sealant or filler use and pavement temperature grades.

	Suited for Use
	Recommended
	Performance Limits
	Not Recommended



**SPECIFICATION CONFORMANCE** RoadSaver 522 meets requirements of several Agency specifications for low modulus sealant for Minnesota, Montana and Manitoba as follows:



#### Test

Cone Penetration, 77°F (25°C), dmm (ASTM D5329)  
Cone Penetration, 0°F (-18°C), dmm (ASTM D5329 modified)  
Flow, 140°F (60°C), 5h (ASTM D5329)  
Resilience, (ASTM D5329)  
Bond, -20°F (-29°C), 200% ext. (ASTM D5329)  
1/2" (12.7mm) thick specimen  
Minimum Application Temperature  
Maximum Heating Temperature  
Asphalt Compatibility (ASTM D5329)

#### Specification Limits

100-150  
25 min.  
10 mm max.  
30-60%  
Pass 3 cycles  
380°F (193°C)  
400°F (204°C)  
Pass

**INSTALLATION** The unit weight of Crafco RoadSaver 522 is 9.6 lbs. gallon (1.15 kg/L) at 60°F (15.5°C). Prior to use, the user must read and follow Installation Instructions for Hot-Applied RoadSaver, PolyFlex, Parking Lot and Asphalt Rubber Products to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are provided with each pallet of product.

**PACKAGING** Packaging consists of individual boxes of product which are palletized into shipping units. Boxes contain a non-adherent film which permits easy removal of the product. Each pallet contains 72 boxes which are stacked in six layers of 12 boxes per layer. The weight of product in each box does not exceed 40 lbs. (18kg) and pallet weights do not exceed 2,880 lbs. (1310kg). Pallets of product are weighed and product is sold by the net weight of product. Product boxes are manufactured from double wall kraft board producing a minimum bursting test certification of 350 psi (241 N/cm<sup>2</sup>) and using water resistant adhesives. Boxes use tape closure and do not contain any staples. Boxes are labeled with the product name, part number, lot number, specification conformance, application temperatures and safety instructions. Palletized units are protected from the weather using a three mil thick plastic bag, a weather and moisture resistant cap sheet and a minimum of two layers of six month u.v. protected stretch wrap. Pallets are labeled with the product part number, lot number and net weight. Installation Instructions are provided with each pallet in a weather resistant enclosure.

**WARRANTY** Crafco, Inc. warrants that Crafco products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafco shall not be responsible for improperly applied or misused products. Remedies against Crafco, Inc., as agreed to by Crafco, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafco, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafco, Inc. whichever is earlier. There shall be no other warranties expressed or implied. **For optimum performance, follow Crafco recommendations for product installation.**



# **NUVO™ Sealants**

## **The Next Generation Crack Sealant**

### **NUVO™ 6690 Type IV**

#### **JOINT AND CRACK SEALANT, FOR ASPHALT AND CONCRETE PAVEMENTS**

**APPLICABLE SPECIFICATIONS:** ASTM D 6690 Type IV (formerly ASTM D 3405 Modified), AASHTO M-324 Type IV (formerly M-301 Modified), Low Modulus Sealant

#### **DESCRIPTION**

NUVO™ 6690 Type IV is a next generation hot pour polymer modified asphalt crack sealant of exceptional quality. NUVO™ 6690 Type IV will remain flexible at low temperatures, and is designed for asphalt or Portland cement pavements. This self-leveling, easy to use product will not track at the summer temperatures common in cooler climates. NUVO™ is formulated with Intelibond™ Technology to provide consistent performance in a wide range of climates, superior crack penetration, fast setup times. NUVO™ 6690 Type IV melts easily and is packaged in our exclusive, fully meltable PolySkin™ Packaging, NUVO™ sealants have set a new standard for ease of use, product performance and environmental awareness.

#### **Test**

**Cone Penetration:** @ 77°F (25°C), ASTM D 3407

**Flow:** @ 140°F (60°C), ASTM D 3407

**Bond:** @ -20°F (-29°C), 200% Ext. ASTM D 5329

**Softening Point:** ASTM D 36

**Resilience:** @ 77°F (25°C), ASTM D 3407

**Asphalt Compatibility:** ASTM D 3407

**Application Temperature:**

**Safe Heating Temperature:**

#### **Specification**

90 min. 150 max.

3 mm max.

Pass 3 Cycles

170°F (76.7°C) min.

60% min.

Pass

380°F (193°C)

400°F (204°C)

**PACKAGING:** This product is packaged in Polyskin™ fully meltable container. Each package contains approx 30 lbs of sealant. No removal of cardboard is required.

**APPLICATION:** Before use, the user must read and follow the Application Instructions for the above referenced sealant. This product must be heated using indirect heating methods, either a double boiler or hot oil circulating kettle. Equipment must have means of maintaining constant agitation to the material. **Maximum safe heating temperature: 400°F (204°C).**

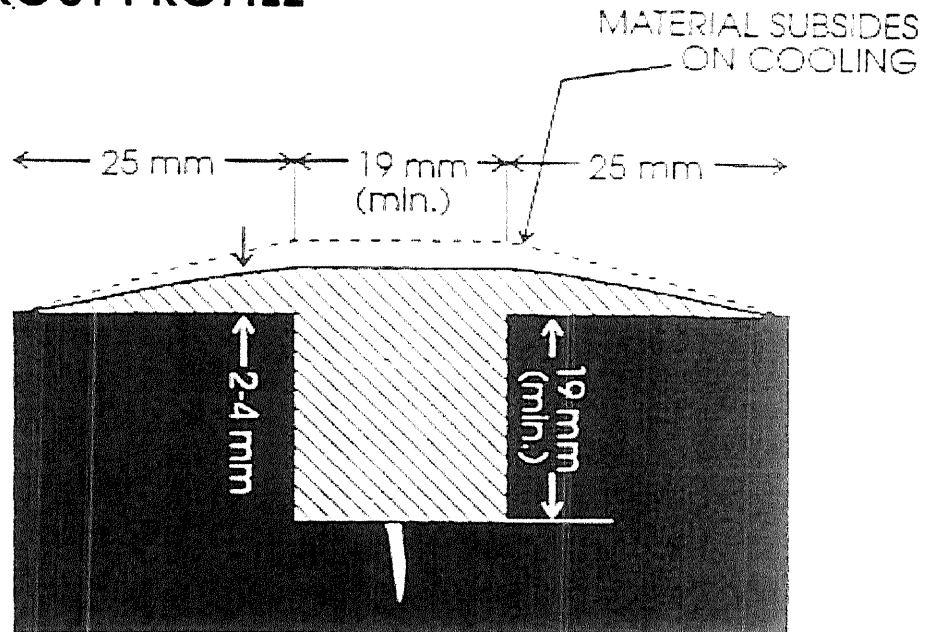
**WARRANTY:** Maxwell Products, Inc. warrants that NUVO™ Sealants meet the applicable specifications at the time of shipment. Due to the many different procedures used in preparing and installing sealants, Maxwell Products assumes no liability for sealant failure due to improper installation, equipment failure or operator errors. Any remedies are limited, at Maxwell Products' option, to replacement of materials or refund (full or partial) of the purchase price from Maxwell Products. Claims must be made within three (3) months of the date of purchase. There is no other warranty either expressed or implied.

Rev. 03/15/2008

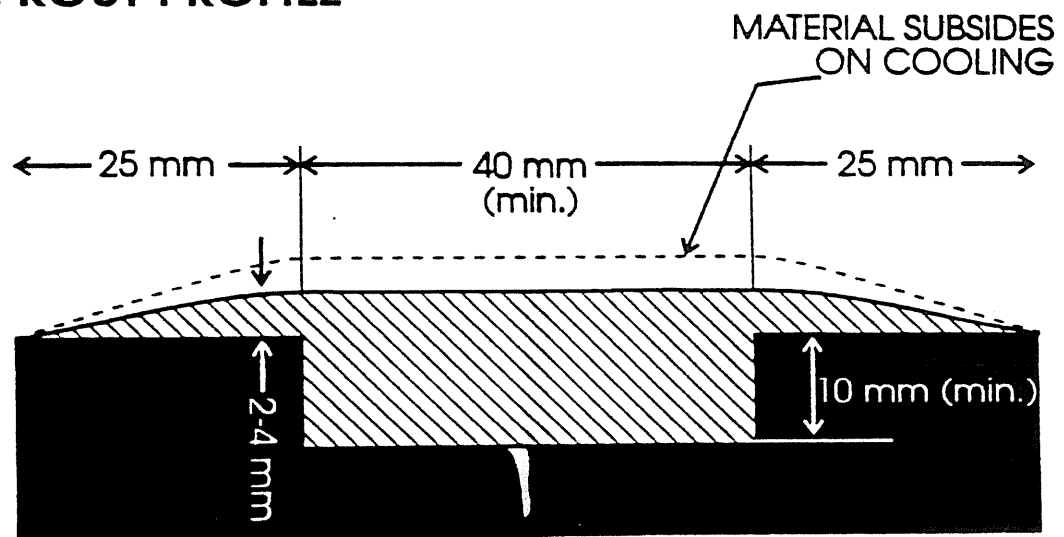


# DRAWING 1 - ROUT PROFILES

## NARROW ROUT PROFILE



## WIDE ROUT PROFILE



Not to Scale