



INVITATION TO TENDER

ASPHALT ROAD REPAIRS AND PATCHING Quesnel, BC

Closing Date and Time: Friday, March 17th, 2022, 2 pm Local Time

Project Contact:

Chris Coben, Director of Capital Works and Infrastructure
Email: ccoben@quesnel.ca
Phone: 250-992-2111

1. Introduction

The City of Quesnel (CoQ) invites tenders for the following work:

- asphalt overlay paving and milling
- new paved roadways on grade
- patching on grade
- preparation of grade and patching
- paver laid curbing
- hand formed curbing
- tack coating
- associated traffic control
- quality control

2. Definitions

2.1. Throughout this Invitation to Tender the following definitions apply:

- a. "City" means the municipal corporation, generally known as the City of Quesnel in British Columbia, Canada;
- b. "City's Designated Representatives" means the City employees or representatives who are authorized in writing to deal with the Contractor on behalf of the City in connection with the goods, materials, equipment and services or to make decisions in connection with the Contract;
- c. "Closing Time" means the closing date, time, and place as set out in subsection 4.1 of this Invitation to Tender;
- d. "Respondent" means same as "Contractor";
- e. "Contract Documents" means the purchase order, the Contractor's Tender, the ITT and such other documents as applicable, including the City's purchase order all amendments or addenda agreed between the parties;
- f. "Contract" or "Agreement" means the agreement formed between the City and the Contractor as resulting from this Invitation to Tender, executed by the City and the Contractor and evidenced
- g. "G.S.T." means the Goods and Services tax administered under the Excise Tax Act (Canada) and any successor tax or levy therefore in force from time-to-time;
- h. "Lead Contractor" is the Contractor whose Tender, as determined through the evaluation criteria described in this ITT, provides the best overall value in meeting the requirements of the ITT, and with whom a Contract will be considered;
- i. "Project" means the scope of Work and Requirements described in this Invitation to Tender;
- j. "Contractor" means an individual partnership, corporation or combination thereof, including joint ventures or a company that submits, or intends to submit, a Tender in response to this Invitation to Tender; who or which is awarded a Contract who enters into a written Contract with the City to perform and to oversee the Work.
- k. "Tender" or "Submission" means a Tender submitted by a Contractor in response to this Invitation to Tender;
- l. "Requirements" means all of the specifications, requirements and services set out in the ITT that describes the general requirements that the goods, materials, equipment and services must meet and the Successful Contractor must provide;

- m. "Response" means the same as "Tender" or "Submission";
- n. "ITT" or "Invitation to Tender" means this invitation to tender, inclusive of all appendices and any addenda that may be issued by the City;
- o. "Services" means the same as "Work";
- p. "Proponent" means the same as "Contractor" and;
- q. "Work" or "Works" means the provision of all labour, services, materials, equipment, and any other necessary items and actions for the Successful Contractor to complete and perform its obligations in accordance with the Requirements and terms and conditions of the Contract.

3. Key Dates

- 3.1. In order to assist Contractors, following are the key target dates and Events with respect to this ITT process. Such dates are not guaranteed and may change based upon circumstances.

ACTIVITY	DATE
Issue Invitation to Tender	Tuesday, March 1 st , 2022
Receive Tenders by	Thursday, March 17 th , 2022 at 2 pm Local Time

4. Submission Details

- 4.1. Submissions will be accepted until Thursday, March 17th, 2022 at 2 pm Local Time. Tenders received later than the specified closing time will not be accepted.
- 4.2. The tender shall be submitted as a hardcopy to the address below by the closing date and time:
- City of Quesnel
Subject: 2022 Asphalt Road Repairs and Patching
410 Kinchant Street
Quesnel, BC V2J 7J5
- 4.3. Amendments to a Tender may be submitted if delivered in writing prior to the Closing Time to ccoben@quesnel.ca or to the address above.
- 4.4. Tenders already delivered to the City may be withdrawn by written notice only, provided such notice is received ccoben@quesnel.ca or to the address above prior to the closing time.
- 4.5. Any and all costs associated with the preparation and submission of the Tender, including any costs incurred by the Contractor after the Closing Time, will be borne solely by the Contractor.
- 4.6. By submitting a Tender, the Contractor acknowledges and agrees that the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the Contractor as a result of or arising out of submitting a Tender for the proposed Contract, or due to the City's acceptance or non-acceptance of their Tender or any breach by the City of the bid contract between the City and each of the Contractors or arising out of any contract award not made in accordance with the express or implied terms of the Tender documents.
- 4.7. The tender will be evaluated in accordance with the criteria outlined in Section 7.
- 4.8. Submission of a tender indicates acceptance by the respondent of all of the conditions contained in this Invitation to Tender. The City reserves the right to negotiate with any Contractor.
- 4.9. The Successful Contractor will be required to sign a contract within 30 days.

5. Enquiries and Addenda

- 5.1. Enquiries regarding this Invitation to Tender are to be directed to Chris Coben, Director of Capital Works and Infrastructure, City of Quesnel at ccoben@quesnel.ca or 250-992-2111.
- 5.2. The City, its agents and employees shall not be responsible for any information, instructions or suggestions given by way of oral or verbal communication.
- 5.3. All clarification requests are to be sent in writing to the individual mentioned above. No clarification requests will be accepted by telephone.
- 5.4. Any and all changes to the ITT required before the tender closing will be issued in the form of a written addendum and posted on the City of Quesnel Website and BC Bid. It is the sole responsibility of potential Contractors to check the above websites to ensure that all available information has been received prior to submitting a Tender. If addenda are issued, their receipt must be acknowledged by the Contractors in the appropriate section of the Form of Tender.
- 5.5. The decision to issue or not issue an addendum is entirely at the sole discretion of the City.
- 5.6. The deadline for enquiries for this ITT is 2 pm local time on Tuesday, March 15th, 2022. The City reserves the right not to respond to inquiries received after this deadline.
- 5.7. Each addendum will be incorporated into and become part of the ITT document. No amendment of any kind to the ITT is effective unless it is contained in a written addendum issued by the City.

6. Scope of Services

6.1. Scope of Work

This tender package includes all capital, operational and maintenance asphalt work for the 2022 construction season (from mid-May to late October). The attached instructions apply to and govern the preparation of tenders for the following work:

- Provide milling, traffic control, asphalt overlay, new paved roadways and volume maintenance patching at various locations throughout the City of Quesnel as set out in the contract documents
- To do the work for the price, which is the sum of the products of the actual quantities incorporated into the work and the appropriate unit prices set out on the Schedule of Quantities and Prices excluding Taxes.
- To achieve completion of the work during the construction season of 2022
- The Contractor is to provide a tentative work schedule which includes number of site visits, coordinate and work with City representative in order to complete works before the end of the 2022 construction season.

The Contractor shall provide all necessary materials, equipment, labour, supervision, traffic control and all things necessary to complete the work in order to supply Asphalt Road Repairs and Patching listed in this Tender. All work to be carried out is within the limits of the City of Quesnel (CoQ).

6.2. Sub-Contractor or Manufacturer

The Contractor shall be responsible for all work or services provided by the manufacturer or Sub- Contractor and the Contractor in no way is relieved from its responsibility for the fulfillment of the work or services provided by a manufacturer or sub-contractor.

6.3. Equipment

The Contractor shall provide all necessary equipment in good operating condition, all plant, labor and equipment necessary to comply with the requirements of this specification. Contractor shall supply their own power, fuel, operators or any other required equipment to the site. Equipment and supplies may be subject to inspection by the City Representative.

7. Evaluation of Tenders

- 7.1. Evaluation Team: An evaluation team will evaluate tenders submitted based on overall costs and Contractor ability to meet requirements and specifications. By responding to this ITT Contractors agree to accept the recommendation of the Evaluation Team as to the successful Contractor and acknowledge and agree that the City makes the final decision.
- 7.2. The following are mandatory criteria for services required under this ITT. Tenders that do not meet the mandatory requirements will be rejected and returned to the respondent.

MANDATORY CRITERIA
The Tender must be received at the closing location by the specified closing date and time.
The Tender must be in English.
The Contractor must sign, accept and return the Contractor Acceptance Form (Appendix A)

- 7.3. The City may, prior to Contract award, negotiate changes to the scope of the Work, the materials, the Requirements or any conditions with any one or more of the Contractors without having any duty or obligation to advise any other Contractors or to allow them to vary their prices as a result of changes to the scope of Work, the materials, the Specifications, or any conditions, and the City shall have no liability to any other Contractor as a result of such negotiations or modifications.

8. ITT Process

- 8.1. This ITT is not an agreement to purchase goods or services. The City is not obligated to select a Contractor or to proceed to negotiations for a Contract, or to award any Contract. As such, the City reserves the right to unilaterally take the following actions, and shall not be liable for any such actions:
- accept a Tender that deviates from the Requirements, Specifications or the conditions specified in this Tender;
 - accept a Tender which is not the lowest cost Tender;
 - accept all or any part of a Tender;
 - amend the scope and description of the products and services to be procured as described in this ITT, and the qualifications that may be required to meet those requirements;
 - assess the ability of the Contractor to perform the Contract and reject any Tender where, in the City's sole estimation, the personnel and/or resources of the Contractor are deemed insufficient;
 - cancel the ITT process and recommence in respect of the same ITT with the same or an amended set of documents, information and requirements;
 - cancel the ITT process at any time and reject all submissions;
 - not accept any Tender in response to this ITT;
 - reject a Tender even if it is the only Tender received by the City;
 - reject any and all Tenders, including without limitation the lowest priced Tender, even if the lowest priced Tender conforms in all aspects with the ITT;

- k. reject or accept any or all Tenders at any time prior to execution of a Contract;
 - l. reject Tenders which are incomplete, conditional or obscure or erasures or alterations of any kind, or
 - m. split the Requirements between one or more Contractors.
- 10.1. The Contractor acknowledges and agrees that any ITT is in no way whatsoever an offer to enter into an agreement and submission of a Tender by any Contractor does not in any way whatsoever create a binding agreement. The Contractor acknowledges that the City has no contractual obligations whatsoever arising out of the ITT process.

11. Negotiations

- 11.1. The award of the contract may be subject to negotiations with the Lead Contractor. Such negotiations include, but are not limited to, the following:
- a. changes or work refinements in the service requirements or scope of work proposed by the Lead Contractor;
 - b. price – if directly related to a change or refinement in the proposed scope of work proposed by the Lead Contractor and
 - c. specific contract details as deemed reasonable for negotiation by the City.
 - d. structure of the Contractor team and participants

12. Working Agreement

- 12.1. The Successful Contractor will enter into a contract for services with the City based upon the information contained in this ITT and the Successful Contractor's Submission and any negotiated modifications thereto.
- 12.2. If a written contract cannot be negotiated within 30 (thirty) days of notification to the Lead Contractor, the City may, at its discretion at any time thereafter, terminate negotiations with the Lead Contractor and either enters into negotiations with the next qualified Contractor or cancel the ITT process and not enter into a contract with any Contractor.
- 12.3. All contractors required to enter a City owned and or/operated facility or worksite interacting with City staff or dealing with the public on behalf of the City will be required to be vaccinated as per the City's Mandatory Vaccination Policy and must complete the City's COVID-19 Vaccination Requirement Certification Form before a contract is awarded.*

13. Award of Contract

- 13.1. Award of a Contract is contingent on funds being approved and the contract award being made by the appropriate City authority.
- 13.2. No Contract will be formed, with any Contractor, until the Contract terms have been successfully negotiated between both parties (the City and the Successful Contractor). The City is not obligated to any Contractor in any manner until a purchase order is issued and an agreement has been signed by an authorized person to sign on behalf of the City.
- 13.3. The City's purchase order, the Tender, the ITT and such other documents including all amendments or addenda, shall form the basis for the Contract between the Contractor and the City. In the event of a conflict between any of the Contract Documents, the following documents will take precedence and govern over each other in the following order of priority from highest to lowest:
- a. The City's purchase order;

- b. Or any mutually agreed to amendments between the Contractor and the City;
 - c. The Tender; and
 - d. The ITT and any subsequent addenda.
- 13.4. Where the head office of the Successful Contractor is located within the City and/or where the Successful Contractor is required to perform the Service at a site located within the City, the Successful Contractor should have a valid City business license prior to Contract execution.
- 13.5. The City is not under any obligation to award a Contract and may elect to terminate this ITT at any time.
- 14. Contract Extension

The City of Quesnel covenants with the Contractor that if the Contractor fulfills the terms of this agreement in a manner satisfactory to the City, this agreement/pricing schedule, at the expiration of the said term and upon mutual agreement in writing, will be renewed for up to two one year terms following the 2022 season (2023 paving season and/or 2024 paving season), as long as there are no changes to the terms and conditions noted herein.
- 15. Publication of the Results of this Invitation to tender
 - 15.1. The City will inform all the applicants of the final result of the Invitation to tender.
- 16. Workers' Compensation
 - 16.1. The successful Contractor shall abide by all provisions of the Workers Compensation Act of British Columbia and upon request by the City, supply proof that all assessments have been paid.
- 17. Insurance and Indemnification
 - 17.1. The successful Contractor shall at its own expense obtain and maintain until the termination of the contract and provide the City with evidence of:
 - a. Professional Liability: the Contractor shall carry insurance covering the work and services described in this Agreement. Such policy shall provide coverage for an amount not less than two million dollars (\$2,000,000).
 - b. Comprehensive general liability insurance on an occurrence basis for an amount not less than five million dollars (\$5,000,000) and shall include the City as an additional insured with respect to the Contractor's operations, acts and omissions relating to its obligations under this Agreement. Such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, City's and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses;
 - c. Automobile liability insurance for an amount not less than two million dollars (\$2,000,000) on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.
 - 17.2. The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least thirty (30) days prior to the effective date of cancellation or expiry.
 - 17.3. The successful Contractor by its acceptance of a negotiated agreement and purchase order, agrees to indemnify and hold harmless the City, its elected officials, agents and employees, from and against all loss or expense that may be incurred by the City, its officials, officers, employees and agents as a result of bodily injury, including death sustained by any person or

persons, or on account of damage to property including loss of use thereof arising out of or as a consequence of the performance of the work stipulated in the ITT and any negotiated agreement.

18. Bid Security

Include a Bid Security in the amount of 10% of the product of estimated tonnage of volume paving over 150 tonnes plus the product of estimated tonnage of volume paving between 65 - 150 tonnes.

19. Bonding

Within 15 days of receipt deliver to the Owner a Performance Bond and a Labor and Material Payment Bond, each in the amount of 50% of the Contract Price based on the same volumes used for the Bid Security

20. Specifications

- a. Hot Mix Asphalt Concrete mix design to match British Columbia Ministry of Transportation and Infrastructure (MOTI) Type I medium mix design. The tenderer shall be responsible for locating a source of aggregate.
- b. All works will be as per the Ministry of Transportation and Infrastructure 2020 Standard Specifications for Highway Construction. Notwithstanding any reference to the contrary in the BC MOTI Standard Specifications, the Owner will not supply any materials and no separate payment will be made for haul or overhaul in this Contract.
- c. End product specifications is included in its entirety except the contractor shall supply Type "A" 150/200 penetration asphalt cement and aggregate conforms to 16mm medium mix as listed in table BC MOTI SS 502 SS-1 Amendment Feb 22, 2017.
- d. All manhole and valve risers will be provided by the City but installed by the contractor. These will be the only materials supplied by the City of Quesnel.

21. General Terms of this Invitation to tender

- 21.1. The terms and conditions of the tender offer shall remain firm and open for acceptance by the City for a period of forty-five (45) calendar days from date of closing whether or not another Tender has been accepted.
- 21.2. The City reserves the right to cancel this ITT for any reason without any liability to any Contractor or to waive irregularities at its own discretion.
- 21.3. The City is not liable for any costs incurred by interested parties in the preparation of their response to this request or interviews if held. Furthermore, the City shall not be responsible for any liabilities, cost, loss or damage incurred, sustained or suffered by any interested party, prior or subsequent to, or by reason of the acceptance or non-acceptance by the City of any response, or by reason of any delay in the acceptance of the response.
- 21.4. Contractors are advised that the City will not necessarily accept any Tender and the City reserves the right to reject any or all Tenders at any time without further explanation or to accept any Tender considered advantageous to the City.
- 21.5. The City may, in its absolute discretion, reject a tender submitted by the Contractor, if the Contractor, or any officer or director of the Contractor is or has been engaged either directly or indirectly through another corporation in legal action against the City, its elected or appointed officers and employees in relation to any other Contract for works or services or any matter arising from the City's exercise of its powers, duties or functions.

- 21.6. A Tender which contains an error, omission, or misstatement, which contains qualifying conditions, which does not fully address all the requirements of this ITT, or which otherwise fails to conform to the requirements in this ITT, including the Tender format and content requirements, may be rejected in whole or in part by the City at its sole discretion.
- 21.7. Notwithstanding the foregoing or any other provision of this ITT, the City may in its sole discretion elect to retain for consideration Tenders which deviate either materially from the Tender Format and Content Requirements set out in hereto or which otherwise fail to conform to any other requirement of this ITT.
- 21.8. The City may waive any non-compliance with the ITT, specifications, or any conditions of anything required by the ITT and may, at its sole discretion, elect to retain for consideration Tenders which are nonconforming, which do not contain the content or form required by the ITT or because they have not complied with the process for submission set out herein.
- 21.9. The City may choose, at its sole discretion, to proceed with all of the components of the Work, none of the components or selected components of the Work.
- 21.10. The City may accept or waive a minor and inconsequential irregularity where practicable to do so. The City may, as a condition of acceptance of the Tender, request a Contractor to correct a minor and inconsequential irregularity with no change in the Tender.
- The determination of what is or is not a minor and inconsequential irregularity, the determination of whether to accept, waive, or require correction of an irregularity, and the final determination of the validity, will be at the sole discretion of the City.
- 21.11. These terms of reference and the accepted tender documents will form part of the contract made with the Contractor. All tenders are subject to the provisions of the British Columbia Freedom of Information and Protection of Privacy Act.
- 21.12. Only personnel listed in the successful tender shall perform the work unless otherwise approved by the City.
- 21.13. Any disputes will first be attempted to be resolved via frank and open negotiations. If negotiations are unsuccessful, the dispute will be referred to a mutually agreeable third party mediator/arbitrator whose decision will be final and binding.
- 21.14. Neither party will be responsible for carrying out their duties, nor will they be entitled to any compensation if events beyond their control occur. Examples of such events are, but, are not limited to, acts of God, labour disruptions, political decision delays, and protests.
- 21.15. All Tenders will remain confidential, subject to the Freedom of Information and Protection of Privacy Act of British Columbia.

22. Ownership of Tenders and Sole Use of Reports

- 22.1. All Tenders submitted, other than any Tender withdrawn prior to the opening of Tenders or any late Tenders, become the property of City and will not be returned to Contractors.
- 22.2. Any design, report and other material provided by the Contractor, or their sub-contractors, will become the property of and for the sole use of the City.

23. Conflict of Interest

- 23.1. Contractors shall disclose any potential conflicts of interest and existing business relationships they may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure. The City may reject a Tender from any Contractor that the City judges would be in a conflict of interest if the Contractor is awarded a Contract. Failure to disclose, or provide false or insufficient disclosure of the nature and extent of any relationship the Contractor may have with any employee, officer or director of the City shall be grounds for

immediate termination of any Contract with the City, in the City's sole discretion, without further liability of notice.

- 23.2. By submitting a Tender, the Contractor warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Contractor, has any financial or personal relationship or affiliation with any elected official or employee of the City or their immediate families which might in any way be seen by the City to create a conflict.

24. Confidentiality

- 24.1. Information about the City obtained by Contractors must not be disclosed unless prior written authorization is obtained from the City.
- 24.2. The Contractor agrees that this obligation of confidentiality will survive the termination of the Contract between the Contractor and the City.

25. Relationship of the Parties

- 25.1. The Contractor and the City expressly acknowledge that they are independent entities and neither an agency, partnership nor employer-employee relationship is intended or created by submission of a tender or subsequent contract.

26. Information Disclaimer

- 26.1. The City, including its Designated Representatives and its directors, officers, employees, agents, contractors and advisors are not liable or responsible for any verbal or written information, or any advice, or any errors or omissions, which may be contained in this ITT or otherwise provided to any Contractor pursuant to this ITT.
- 26.2. The City makes no representation, warranty, or undertaking of with respect to this ITT and the City, its Designated Representatives and its directors, officers, employees, agents, contractors and advisors, shall not be liable or responsible for the accuracy or completeness of the information in this ITT or any other written or oral information made available to any interested person or its advisors, and any liability however arising, is expressly disclaimed by the City.
- 26.3. While the City has made considerable efforts to ensure an accurate representation of information in this ITT, the information contained in this ITT is supplied solely as a guideline for the Contractor and is not necessarily comprehensive or exhaustive. Nothing in this ITT is intended to relieve the Contractor from forming its own opinions and conclusions in respect of the matters addressed in the ITT.

27. Freedom of Information and Protection of Privacy Act (BC)

- 27.1. Contractor s should note that the City is subject to the Freedom of Information and Protection of Privacy Act (British Columbia), which imposes significant obligations on the City's Contractors to protect all personal information acquired from the City in the course of providing any service to the City.

Appendix A: Contractor Acceptance Form

We certify that we have read and understood the information provided in the ITT and all subsequent documentation. The information provided in our submission is accurate and we agree to be bound by the all conditions, statements and representations contained herein.

Failure to provide signatures below will result in immediate rejection of the proponent's tender. The person signing this ITT declares that they are duly authorized signing authority with the capacity to commit their firm/company to the conditions of this ITT.

Executed Date: _____

Authorized Signature _____

Printed Name: _____

Title/Position: _____

Company Name: _____

Address: _____

Phone: _____

Fax: _____

Email _____

Appendix B: List of Proposed Projects

Patch and prefill areas for overlay roadways will be paid at the unit rate stated in the Schedule of Quantities and Prices.

The Contractor shall mill a starting course at all tie-in locations for all road overlay projects. If applicable, profile from the edge of curbs to 4m offset from the curb, on a cost plus basis and availability of suitable milling equipment.

Location	Areas	Overlay Thickness or New Pavement Thickness	Levelling Course
Overlay			
Overlay paving to existing asphalt in 6-10 locations. Locations to be determined	18,500m ² +/-	65-70*	YES
Combination of new pavement and/or overlay			
Hartley St.	2,100m ² +/-	65-70	YES
Neighbour Rd (road widening & overlay)	2,700m ² +/-	65-70*	
Avison St	3,100m ² +/-	65-70*	NO
Volume Patching			
Various locations as required for utility cuts and volume patching		65-70	NO

*Predominant thickness – Final thickness to be confirmed location basis

Appendix C: Schedule of Quantities and Prices

	Unit Price	
Volume Paver work (over 150 tonnes)		/tonne
Volume Paver work (65 - 150 tonnes)		/tonne
Patching (areas prepared by others)		sq. m.
Prepare and Patch (asphalt borders cut by others, crushed gravel in place, needs to be lowered and graded)		sq. m.
Paver Laid Curbing		lin. m.
Hand Formed Curbing		lin. m.
Tack Coating		sq. m.
Traffic Control		/man hr
Milling (skid-steer mounted milling machine)		/hr with operator
Minimum Charge (per patch area)		

Company Name

Representative Signature

Appendix D: Contractor Information

Company Name:		
Name of Owner/Principle		
Type of Business:		
Phone:	Cell:	Email:
Mailing Address:		
City:	Province	Postal Code:
Tax registration number:		
WCB Number:	Is your company in good standing with WCB? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Public liability insurance carrier:		
Limit of insurance (minimum \$2,000,000 per incident):		
Is your company in good standings with insurance carrier? (Attach copy)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does your company hold a current City of Quesnel business licence?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are your employees trained and qualified to provide this service?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does your company have a written safety program? (Attach copy)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are there any extraordinary hazards relating to the service being provided?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is yes, please describe:		
Has a specific safe work procedure been written to address the above noted hazard?	<input type="checkbox"/> Yes	<input type="checkbox"/> No