



TENDER DOCUMENTS
BIRCH HILL AVENUE SLOPE REPAIR
(ATWOOD STREET TO PEDRINI STREET)

This package includes the following documents:

- *Instructions to Tenderers* (White Pages)
 - *Contract Special Provisions* (Yellow Pages)
 - *Tender Form* (Pink Pages)
 - *Agreement Between City of Terrace
And Prime Contractor* (Blue Pages)
 - *Contract Drawings:* (White Pages)
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The 2006 edition of the “City of Terrace Standard Construction Specifications and Standard Detail Drawings” is available separately for \$25.00.

CITY OF TERRACE

INSTRUCTIONS TO TENDERERS

Contract: BIRCH HILL AVENUE SLOPE REPAIR
(Atwood Street to Pedrini Street)

Reference No. PWA-09-2187

1. Introduction

1.1 *These Instructions apply to and govern the preparation for this Contract. The Contract is generally for the following work:*

Partial road reconstruction, including excavation and stabilization of slope/gravel shoulder, installation of sub-base and base gravels, preparation for road paving, and other related works on Birch Hill Avenue between Atwood Street to Pedrini Street.

1.2 *Direct all inquiries regarding the Contract, to:*

Dave Wolfe, P.Eng. Civil Engineer

Address: Tetra Tech
#2 4065 Motz Road, Terrace, BC V8G 3N1
Phone: (250) 615-9447
E-mail: dave.wolfe@tetrattech.com

2. Tender Documents

2.1 *The tender documents which a Tenderer should review to prepare a tender consist of all Contract Documents listed in Schedule 1 entitled "Schedule of Contract Documents". Schedule 1 is attached to the Contract Agreement which is included as part of the tender package. The Contract Documents include the Drawings listed in Schedule 2 of the Agreement, entitled "List of Drawings".*

2.2 *Any additional information made available to Tenderers prior to the Tender Closing Time by the City or representative of the City, such as geotechnical reports or as-built plans, which is not expressly included in Schedule 1 or Schedule 2 of the Agreement, is not included in the Contract Documents. Such additional information is made available only for the assistance of Tenderers who must make their own judgment about its reliability, accuracy or completeness and neither the City nor any representative of the City give any guarantee or representation that the additional information is reliable, accurate or complete.*

3. Submission of Tenders

- 3.1 *Tenders must be submitted in a sealed envelope, marked on the outside with the above Contract Title and Reference No., and must be received by the office of:*

Director of Engineering & Public Works

on or before:

Tender Closing Time: 2:00 pm Local Time

Tender Closing Date: Thursday, August 5th, 2021

at: **City of Terrace**

5003 Graham Avenue, Terrace, BC V8G 1B3

Fax: (250) 635-3467

- 3.2 *Late tenders will not be accepted or considered, and will be returned unopened.*

4. Additional Instructions to Tenderers

- 4.1 *A site meeting with the Contract Administrator to allow Tenderers the opportunity to review the site and ask questions will be held **Tuesday July 27th, 2021**. A site meeting is not mandatory but, failure to attend does not eliminate or reduce the Tenderers obligations to become familiar with the site. Parking for the site meeting will be below the site at the Terrace Aquatic Center.*
- 4.2 *No award will be made to any Contractor who cannot give satisfactory assurance as to his ability to carry out with the Works both from his financial rating, and by reason of his previous experience as a Contractor on Work of a similar nature to that contemplated in the Contract.*
- 4.3 *Failure to complete any of the Tender Schedules will result in the Tender being considered incomplete. An incomplete Tender may be subject to rejection by the City.*
- 4.4 *If the unit prices and total amount of the extensions, calculated by the Tenderer in the tender form do not agree, the unit prices will, under no circumstances, be altered and the corrected extensions will be considered as representing the Tenderer's intentions.*
- 4.5 *Survey layout for the proposed work will be the responsibility of the Contractor. The cost of survey layout is to be included in the unit prices. See Section 9 of Special Provisions for survey requirements.*
- 4.6 *Each Tender shall be accompanied by a Bid Bond or a certified cheque made payable to the City, in the amount of ten percent (10%) of the tender price. The Bid Bond or certified cheque shall be returned to the Tenderer upon the signing of the*

- Contract Agreement with the successful Tenderer and the submission of a suitable Performance Bond. On the failure of the successful Bidder to furnish a satisfactory Performance Bond and to sign the Contract Agreement within fifteen (15) days after being awarded the Contract, the cheque or Bid Bond will be forfeited to the City.*
- 4.7 *The City may refuse to enter into a Contract Agreement with a Tenderer who has an outstanding dispute on a previous City of Terrace contract, development, subdivision, etc.*
- 4.8 *The City may refuse to enter into a contract agreement with a Tenderer who has not obtained the most recent edition (2006) of the City of Terrace Standard Construction Specifications and Standard Detail Drawings.*
- 4.9 *The City reserves the right to accept any offer, or reject any or all offers.*
- 4.10 *The City reserves the right to waive informalities in or reject any or all tenders or accept the tender deemed most favorable in the interests of the City of Terrace.*
- 4.11 *Except as expressly and specifically permitted in these Instructions to Tenderers, no Tenderer shall have any claim for any compensation of any kind whatsoever, as a result of participating in the tender, and by submitting a bid each Tenderer shall be deemed to have agreed that it has no claim.*

CITY OF TERRACE

CONTRACT SPECIAL PROVISIONS

Contract: *BIRCH HILL AVENUE SLOPE REPAIR
(Atwood Street to Pedrini Street)*

Reference No. *PWA-09-2187*

1. LOCATION OF PROJECT

1. *The project is located on Birch Hill Avenue, between Atwood Street and Pedrini Street.*

2. SCOPE OF PROJECT

1. *Partial reconstruction of Birch Hill Avenue. Works to include pavement removals, excavation, installation of retaining wall structures, embankment fills, new road/sidewalk base & sub-base gravels, and preparation for paving.*

2. *Storm main installations to be coordinated with the City of Terrace and will be completed by others*

3. *Asphalt paving to be coordinated with the City of Terrace and will be completed by others.*

3. CONTRACT SCHEDULE

1. *The Contractor shall submit to the City a detailed work schedule showing: phases of construction, and the order in which, and the method by which it is proposed to carry out the works. Adequate details shall be furnished for each of the major activities on the project and the arrangements, methods, materials, equipment and construction plans, and time allotted by the Contractor. The Contractor shall take into account all factors influencing the Contract. The schedule shall require the approval of the City prior to work commencing on site. During construction, the schedule shall be updated bi-weekly and provided to the City for review.*

2. *The City anticipates that work on Saturdays may be required to meet the Contract schedule. Time is of the essence.*

3. *The work shall be substantially completed (98% contract complete) no later than six (6) weeks following commencement of the Work. A mutually agreed date will be set for the Substantial Completion date at the time of signing of the contract Agreement. In any case, the agreed Substantial Completion date shall be no later than **Friday, September 30th, 2021.***

4. *If the project requirements are not met according to schedule constraints, any additional time spent for inspection by City staff after the stated substantial completion date shall be charged to the Contractor. Also see section 00700 (General Conditions) Item 28.1 and 28.2 "City's Right to Do Work" of the Contract Specifications.*
5. *If the Contractor is delayed in completion of the work by any act or neglect of the City or any Contractor employed by the City, then the time of completion shall be extended for a period of time equal to the time lost due to such delays. The Contractor shall not be eligible for any additional costs for overhead, living expenses, labour, equipment, lost profits or any other costs whatsoever arising from extension to the contract working period.*

4. LOCAL ACCESS / TRAFFIC

1. *The City expects that the work area may be closed to vehicles for the duration of the project. The Contractor shall give advance notice to property owners and the City of such restriction and shall reinstate access as soon as possible.*
2. *Barricades, road closed signs, detour and direction signs to be erected and maintained by the Contractor. Certified traffic control personnel to be provided by the Contractor when needed. Pedestrian access through the worksite shall be maintained as much as is practically possible outside of working hours with clearly identified and delineated pedestrian walkways for the duration of the project. Walkways to be modified as required due to construction.*
3. *The Contractor shall submit a Plan of Traffic Control, Temporary Signage and Detours to the City of Terrace and shall ensure the City has approved the Plan **prior** to commencing construction. The Plan shall include signage, delineation and detours to address safety of pedestrians and travelling public, and shall adhere to the Ministry of Transportation and Infrastructure (MoTI) Traffic Management Manual for Work on Roadways latest edition.*

Plan to indicate: type, colour, size of signs proposed, location of detour signage, and business signs.

*Traffic control to cover various phases (stages) of construction. Should the approved Plan not cover the works to be undertaken on any given day, the Contractor shall, **prior** to commencing the works, review proposed traffic control with the City for approval.*

Radio announcements and signage required to inform public of road closures and detours shall be the responsibility of the Contractor.

Approval of the Plan by the City in no way relieves the Contractor of his responsibility to meet WorkSafeBC and Ministry of Transportation and Infrastructure (MoTI) requirements. Failure of the Contractor to subsequently implement the Plan as approved may result in the signage being erected by others at the Contractor's expense.

5. WATER WORKS

- 1. Contractor is to obtain City of Terrace approval to operate existing valves or hydrants. 48 hours notice is required.*
- 2. Contractor may use fire hydrants to obtain water for road compaction, but not for dust control if water restrictions are in effect. Use of hydrant must be arranged with City of Terrace Public Works Department. Contractor to bear all costs related to hydrant use.*

6. DUST CONTROL

- 1. The Contractor shall be responsible for maintenance and set-up of dust control such as water or calcium and bear all associated costs.*
- 2. The Contractor shall control dust at all times for the duration of project.*
- 3. If the Contractor fails to maintain dust control the City may carry out dust control as needed and charge the Contractor for costs incurred.*

7. CO-OPERATION OF THE CONTRACTOR

- 1. The City reserves their right to perform other work by contract or otherwise, and to permit public utility companies and others to do work on or near the project during the progress of the work. Contractor to co-ordinate with utilities to allow for such work.*

8. UTILITY AND SURFACE FEATURE DAMAGE

- 1. All infrastructure, buildings and existing surface features damaged or broken will be the Contractor's responsibility and shall be restored to their present state or better. Any costs incurred by the City will be charged to the Contractor.*
- 2. The Contractor shall conduct with the City a condition survey of the existing buildings, trees, shrubs, plants, lawns, fencing, service wires and poles, signs, survey bench marks, iron pins and monuments which may be affected by the work. Failure to do so does not alleviate the Contractor from his obligations or responsibilities.*

3. *The Contractor shall retain a qualified British Columbia Land Surveyor to locate, reference and re-establish all destroyed or damaged property boundary reference points and monuments.*
4. *If natural gas mains or sheathing are damaged during the course of works or pre-existing damage is discovered, contact Pacific Northern Gas immediately and leave gas line exposed to allow for repairs.*

9. CONTRACTOR CONSTRUCTION SURVEY LAYOUT

1. *The Contractor shall provide their own construction survey and shall provide all necessary survey required for paving. The Contractor's surveyor is to be familiar with standard construction survey procedure and is to perform the work accurately and competently. Due to the project requiring construction layout to be from existing infrastructure, and match final grades to existing roadway, it will be necessary for the Contractor to perform an initial site survey of existing features to provide final layout to match existing.*
2. *The contractor shall furnish and maintain survey staking for stationing and centerline offset at 10m intervals and elevation benchmarks at 20m intervals (due to hill section) for the duration of the project. If the City requires staking to be re-established to perform checks, the contractor must provide survey layout within a reasonable timeline as deemed by the City representative.*

10. UTILITY WORK PLAN

1. *The Contractor shall contact all utility companies prior to construction to ensure all utility locates are completed. The Contractor is responsible for ensuring that proper procedures are carried out when working around each utility.*

11. USE OF CITY TOOLS / EQUIPMENT

1. *The City will not supply tools and equipment such as pipe snappers, valve and hydrant keys, pressure pumps, hoses, barricades, and signs for use on City of Terrace Contract Projects.*

12. DISPOSAL OF SURPLUS MATERIALS

1. *The Contractor shall be responsible for identifying disposal site(s) for all surplus soil from excavation. The City to review and approve disposal locations.*
2. *The Contractor shall dispose of all old asphalt, and other non-fill materials off-site and in accordance with the Contract Specifications and WorkSafe B.C. Regulations. Contractor to include disposal costs in unit price bids.*

3. Where the Contractor has obtained pre-approval from the City, suitable excavated material may be used as native bedding, trench backfill or fill outside of road, etc.
4. All existing abandoned drainage grates, and manhole covers shall be removed and delivered to City Public Works Yard or disposed of as directed by City representative.

13. PREPARATION FOR PAVING

1. Contractor to ensure that all paving preparation activities have been approved by the City by noon of the day prior to paving. "Approved by the City" refers to achieving passing results for all base compaction testing, proof rolling, etc., base elevation and grade approval, saw cutting, edge grinding, sweeping, adjusting infrastructure (by City of Terrace for stormwater), supply and placement of barricades/signage. Incurred costs related to delays in obtaining paving approval, shall be borne by the Contractor.
2. Contractor to coordinate works with City's paving contractor. Incurred costs related to scheduling delays with the City's paving contractor, shall be borne by the Contractor.
3. A Contractor representative must be present on site during paving days.

~~14. HYDRAULIC SEEDING (as per Section 02934)~~

- ~~1. Hydraulic seeding shall not commence until the City has approved the topsoil works. Hand seeding can be used to start or assist growth, however one application of hydraulic seeding may be required.~~

- ~~2. The following application rate shall be used:~~

_____	Seed	240 kg/hectare
_____	Mulch	1900 kg/hectare
_____	Fertilizer	730 kg/hectare

- ~~3. The following seed mix shall be used or approved equivalent:~~

_____	10%	Kentucky Bluegrass Midnight
_____	10%	Kentucky Bluegrass Nottingham
_____	40%	Fescue Creeping Red Shademaster II
_____	20%	Ryegrass Perennial Seville
_____	20%	Ryegrass Perennial Brightstar

- ~~4. Contractor is responsible for watering, weed control, and maintenance of the hydraulic seeded area until full coverage of grass is achieved. Prior to approval, the contractor shall carry out one full cut of the lawn.~~

- ~~5. Two thousand dollars (\$2,000) may be held back by the City until the growing season of the following year. The Contractor will be responsible to apply additional seed and fertilizer as required for any areas experiencing poor growth.~~

~~15. GARBAGE, ORGANICS, YARD WASTE & RECYCLABLES PICK-UP~~

- ~~1. Contractor to move residents' weekly street-side garbage, organics and recyclable containers and yard waste bags, to a location accessible by the City garbage truck by 9am and to return containers to respective properties promptly. If collection is missed due to action or inaction of the contractor, proper disposal to be carried out by contractor by end of the day.~~

16. SPECIAL WORKING DAYS

1. Construction work shall not be carried out on Sundays except in cases of emergency or special circumstances, and then only with the written permission of the City and to such an extent as the City may judge to be necessary. The Contractor will be required to pay all overtime wages for inspection works on Sundays.
2. If the Contractor desires to work on a City of Terrace Statutory Holiday notice shall be provided to the City at least ten (10) days in advance of such holiday. The Contractor will be required to pay all overtime wages for inspection work on City of Terrace Statutory Holidays.

17. SUBCONTRACTORS

1. A Contractor representative must be present on site while a sub-contractor is working.

18. MAINTENANCE PERIOD

1. Notwithstanding any other provision of this agreement or the termination of this agreement, the Contractor warrants to the City of Terrace for a period of 365 days from the date of Substantial Completion as shown on the Construction Completion Certificate, that all work in connection with this contract is free from any defect resulting from work done or material supplied by the Contractor, and the Contractor shall, to the satisfaction of the City or their representative, rectify any defect that exists within that period. A 50% Performance Bond will be held by the City of Terrace for the length of the maintenance period.

CITY OF TERRACE

TENDER FORM

Contract: **BIRCH HILL AVENUE SLOPE REPAIR
(Atwood Street to Pedrini Street)**

Reference No. **PWA-09-2187**

TO CITY:

1. WE, THE UNDERSIGNED:

1.1 *have received and carefully reviewed all of the Contract Documents, including Contract Drawings, Instructions to Tenderers, Special Provisions, Standard Construction Specifications and Standard Detail Drawings and the following Addenda:*

1.2 *have full knowledge of the Place of the Work, and the Work required; and*

1.3 *have complied with the Instructions to Tenderers; and*

2. ACCORDINGLY WE HEREBY AGREE:

2.1 *to perform and complete all of the Work and to provide all the labour, equipment and material all as set out in the Contract Documents, in strict compliance with the Contract Documents; and*

2.2 *to mutually agree to a Substantial Completion date at the time of signing the Contract Agreement, and*

2.2.1 *that the agreed Substantial Completion date (98% contract completion) shall be in any case no later than **September 30th, 2021** and*

2.3 *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 in Appendix 1, the "Schedule of Quantities and Prices", plus any lump sums or specific prices and adjustment amounts as provided by the Contract Documents. For the purposes of tender comparison, our offer is to complete the Work for the "Tender Price" as set out on Appendix 1 of this Form of Tender. Our Tender Price is based on the estimated quantities listed in the Schedule of Quantities and Prices, and excludes GST.*

Tender's Initials _____

3. WE CONFIRM:

- 3.1 *that we understand and agree that the quantities as listed in the Schedule of Quantities and Prices are estimated and that the actual quantities will vary.*

4. WE CONFIRM:

- 4.1 *that the following Appendices are attached to and form a part of this tender:*

4.1.1 *Appendices 1 - 5*

5. WE AGREE:

- 5.1 *that this tender will be irrevocable and open for acceptance by the City for a period of thirty (30) calendar days from the day following the Tender Closing Date and Time, even if the tender of another Tenderer is accepted by the City. If within this period the City delivers a written notice ("Notice of Award") by which the City accepts our tender we will:*

5.1.1 *within 15 Days of receipt of the written Notice of Award deliver to the City:*

- a) *a Performance Bond in the amount of 50% of the Contract Price, issued by a surety licensed to carry on the business of surety ship in the province of British Columbia, and in a form acceptable to the City;*
- b) *a detailed work schedule;*
- c) *a "clearance letter" indicating that the Tenderer is in WorkSafeBC compliance; and*
- d) *a copy of the insurance policies as specified in GC 32.2 indicating that all such insurance coverage is in place and;*

5.1.2 *within 2 Days of receipt of written "Notice to Proceed", or such longer time as may be otherwise specified in the Notice to Proceed, commence the Work; and*

5.1.3 *sign the Contract Documents.*

6. WE AGREE:

- 6.1 *that, if we receive written Notice of Award of this Contract and, contrary to paragraph 5 of this Form of Tender, we:*

- 6.1.1 fail or refuse to deliver the documents as specified by paragraph 5.1.1 of this Form of Tender; or
- 6.1.2 fail or refuse to commence the Work as required by the Notice to Proceed, then such failure or refusal will be deemed to be a refusal by us to enter into the Contract and the City may, on written notice to us award the Contract to another party.
- 6.2 that, in the event of this Tender being accepted within thirty (30) days of the Tender Closing Time and we fail to enter into a contract in accordance with the terms of the Tender, security limited to the lesser of the face value of the Bid Bond or the difference between the amount of this tender and the amount of the tender for which the contract is signed, shall be forfeited to the City, in lieu of any damages to which the City may be entitled by reason of our failure or refusal to enter into such contract.

7. OUR ADDRESS is as follows:

Phone: (____) ____ - _____

Fax: (____) ____ - _____

Attention: _____

This Tender is executed this _____ day of _____, 2021.

Prime Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY AND PRINT NAME)

Tenderer's Initials _____

ITEM #	ITEM DESCRIPTION	Unit of Measure	Tender Quantity	Price per Unit \$	PAYABLE AMOUNT
1.0 ROADWORK					
A)	REMOVALS:				
	<i>Remove and dispose of existing asphalt, brush, trees, etc. within the extent of works as noted by project extents and/or removal boundary on contract drawings.</i>	L.S.	1	\$	\$
B)	EXCAVATION:				
	<i>Remove required material to meet design subgrade widths and elevations, including: excavation, hauling and disposal of excess material and compaction of subgrade to 95% Modified Proctor density.</i>	M³	875	\$	\$
C)	EMBANKMENT FILL				
	<i>Supply, place, grade, compact to specified density 150mm minus, well graded, 100% fracture embankment fill material (as per Design Drawings) within repair area as per Drawings 1 and 2.</i>	M³	320	\$	\$
D)	GRANULAR SUBBASE FOR REINFORCED SOIL & ROADWAY STRUCTURE:				
	<i>Supply, place, grade, compact to specified density granular subbase material (as per City of Terrace Standards) from design subgrade to underside of proposed granular base within repair area (as per Design Drawings).</i>	M³	550	\$	\$
E)	GRANULAR BASE:				
	<i>Supply, place, grade, compact to specified density, 150mm deep, granular base material below proposed asphalt roadway, levelling pads and as-completed surface for sidewalks (as per Design Drawings). Prepare and maintain surface for paving.</i>	M³	100	\$	\$
G)	RETAINING WALL STRUCTURES				
	<i>Supply, place, grade and construct SIERRASCAPE® retaining wall structures, or approved equivalent, aligned and stacked (as per Design Drawings Typical Wall / Facing Unit Section) along length of project. Exact locations and grading of structures to be confirmed by the Engineer.</i>	L.M.	260	\$	\$

ITEM #	ITEM DESCRIPTION	Unit of Measure	Tender Quantity	Price per Unit \$	PAYABLE AMOUNT
I)	TRAFFIC CONTROL:				
	<i>Preparation and execution of Plan of Traffic Control, Temporary Signage and Detours, and installation and maintenance of: road closed signs, temporary detour signage; flagging; construction ahead warnings; pedestrian walkway, radio announcements; etc. To include all signage and barricading required for paving. The contractor will be allowed to close the hill during the construction period provided an approved detour and signage plan is provided.</i>	L.S.	1	\$	\$
SUB TOTAL ROADWORKS					\$
2.0 DRAINAGE					
A)	TEMPORARY SURFACE DRAINAGE AND SITE ACCESS				
	<i>Contractor to provide temporary surface paths for rainwater to avoid site saturation as reasonably possible. Existing stormwater system along the Birch Hill roadway will be undergoing upgrading during the project timeline. Contractor to coordinate reasonable access and timeline prior to paving preparation for the City of Terrace to perform this installation.</i>	L.S.	1	\$	\$
SUB TOTAL DRAINAGE					\$
TOTAL COST					\$

Appendix 2

PRELIMINARY CONSTRUCTION SCHEDULE

INDICATE SCHEDULE WITH BAR CHART WITH MAJOR ITEM DESCRIPTIONS AND DATES INCLUDING THE FOLLOWING:

- **READY FOR ROADWAY PAVING:** _____
- **SUBSTANTIAL COMPLETION (98% Contract Completion):** _____

ACTIVITY		1	2	3	4	5	6
Week ending Friday	DATE						

Appendix 3

EXPERIENCE OF SUPERINTENDENT

NAME: _____

EXPERIENCE:

- **Dates:** _____
Project Name: _____
Responsibility: _____

References: _____

- **Dates:** _____
Project Name: _____
Responsibility: _____

References: _____

- **Dates:** _____
Project Name: _____
Responsibility: _____

References: _____

Appendix 4

COMPARABLE WORK EXPERIENCE

PROJECT	OWNER/ CONTRACT NAME	PHONE NUMBER	WORK DESCRIPTION	VALUE (\$)

Appendix 5

SUBCONTRACTORS

TENDER ITEM	TRADE	SUBCONTRACTOR NAME	PHONE NUMBER

Agreement

Between City of Terrace and Prime Contractor

THIS AGREEMENT made in duplicate this _____ day of _____, 2021.

Contract: **BIRCH HILL AVENUE SLOPE REPAIR**
(Atwood Street to Pedrini Street)

Reference No. **PWA-09-2187**

BETWEEN:

City of Terrace
3215 Eby Street,
Terrace, BC V8G 1X6
(the "City")

AND

(the Prime "Contractor")

The City and the Prime Contractor agree as follows:

1 THE WORK - START/COMPLETION DATES

- 1.1 *The Prime Contractor will perform all Work and provide all labour, equipment and material and do all things strictly as required by the Contract Documents.*

- 1.2 *The Prime Contractor will commence the Work in accordance with the Notice to Proceed. The Prime Contractor will proceed with the Work diligently, will perform the Work generally in accordance with the construction schedules as required by the Contract Documents and will achieve Substantial Completion of the Work on or before:*

_____ **2021**

subject to the provisions of the Contract Documents for adjustments to the Contract Time.

- 1.3 *Time shall be of the essence of the Contract.*

2 CONTRACT DOCUMENTS

- 2.1 *The "Contract Documents" consist of the documents listed or referred to in Schedule 1, entitled "Schedule of Contract Documents", which is attached and forms a part of this Agreement, and includes any and all additional and amending documents issued in accordance with the provisions of the Contract Documents. All of the Contract Documents shall constitute the entire Contract between the Owner and the Prime Contractor.*
- 2.2 *The Contract supersedes all prior negotiations, representations or agreements, whether written or oral, and the Contract may be amended only in strict accordance with the provisions of the Contract Documents.*

3 CONTRACT PRICE

- 3.1 *The price for the Work ("Contract Price") shall be the sum in Canadian dollars of the following:*
- 3.1.1 *the product of the actual quantities of the items of Work listed in the Schedule of Quantities and Prices which are incorporated into or made necessary by the Work and the unit prices listed in the Schedule of Quantities and Prices; plus*
- 3.1.2 *all lump sums, if any, as listed in the Schedule of Quantities and Prices, for items relating to or incorporated into the Work; plus*
- 3.1.3 *any adjustments, including any payments owing on account of Changes and agreed to Extra Work, approved in accordance with the provisions of the Contract Documents.*
- 3.2 *The Contract Price shall be the entire compensation owing to the Prime Contractor for the Work and this compensation shall cover and include all profit and all costs of supervision, survey, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the Work.*

4 PAYMENT

- 4.1 *Subject to applicable legislation and the provisions of the Contract Documents, the City shall make payments to the Prime Contractor.*
- 4.2 *If the City fails to make payments to the Prime Contractor as they become due in accordance with the terms of GC 41.0 then interest calculated at 2% per annum over the prime commercial lending rate of the Royal Bank of Canada on such unpaid amounts shall also become*

due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

5 RIGHTS AND REMEDIES

5.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

5.2 Except as specifically set out in the Contract Documents, no action or failure to act by the City, or Prime Contractor shall constitute a waiver of any of the parties' rights or duties afforded under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach under the Contract.

6 NOTICES

6.1 Communications among the City, and the Prime Contractor, including all written notices required by the Contract Documents, may be delivered by hand, or by fax, or by pre-paid registered mail to the addresses as set out below:

The City:

**City of Terrace
5003 Graham Avenue
Terrace, B. C. V8G 1B3**

Fax: (250) 635-3467

Attention: Kevin Sousa, Engineering Manager

The Prime Contractor:

Attention: _____

Email: _____

Phone: _____ Fax: _____

- 6.2 *A communication or notice that is addressed as above shall be considered to have been received:*
- 6.2.1 *immediately upon delivery, if delivered by hand; or*
- 6.2.2 *immediately upon transmission if sent and received by fax; or*
- 6.2.3 *after 5 Days from date of posting if sent by registered mail.*
- 6.3 *The City or the Prime Contractor may, at any time, change its address for notice by giving written notice to the other at the address then applicable.*
- 6.4 *The sender of a notice by fax assumes all risk that the fax will be received properly. Confirm by telephone that fax has been received.*

7 GENERAL

- 7.1 *This Contract shall be construed according to the laws of British Columbia.*
- 7.2 *The Prime Contractor shall not, without the express written consent of the Owner, assign this Contract, or any portion of this Contract.*
- 7.3 *The headings included in the Contract Documents are for convenience only and do not form part of this Contract and will not be used to interpret, define or limit the scope or intent of this Contract or any of the provisions of the Contract Documents.*
- 7.4 *A word in the Contract Documents in the singular includes the plural and, in each case, vice versa.*
- 7.5 *This agreement shall inure to the benefit of and be binding upon the parties and their successors, executors, administrators and assigns.*

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first written above.

Prime Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

PRINT NAME

(AUTHORIZED SIGNATORY)

PRINT NAME

City

CITY OF TERRACE

(AUTHORIZED SIGNATORY)

PRINT NAME

(AUTHORIZED SIGNATORY)

PRINT NAME

Schedule 1

Schedule of Contract Documents

The following is an exact and complete list of the Contract Documents, as referred to in Article 2.1 of the Agreement. In the event of an inconsistency or conflict between the provisions of the contract documents, then the governing documents shall take precedence in the following order:

- 1 Agreement, including all Schedules;*

- 2 The following Addenda: _____

_____*

- 3 Drawings listed in Schedule 2 to the Agreement - "List of Drawings";*

- 4 Contract Special Provisions;*

- 5 Executed Form of Tender, including all Appendices;*

- 6 Instructions to Tenderers;*

- 7 Standard Detail Drawings;*

- 8 Standard Construction Specifications;*

- 9 General Requirements*

Schedule 2

LIST OF DRAWINGS

(COMPLETE LISTING OF ALL DRAWINGS, PLANS AND SKETCHES THAT ARE PART OF THE CONTRACT DOCUMENTS)

TITLE	SHEET NO.	DRAWING DATE	REVISION NO.
<i>BIRCH HILL AVENUE PARTIAL RECONSTRUCTION, PLAN/PROFILE Sta. 0+090 TO Sta. 0+170</i>	<i>C01</i>		
<i>BIRCH HILL AVENUE PARTIAL RECONSTRUCTION, TYPICAL WALL SECTION AND GENERAL NOTES</i>	<i>C02</i>		
<i>BIRCH HILL AVENUE PARTIAL RECONSTRUCTION, CROSS SECTIONS Sta. 0+100 TO Sta. 0+130</i>	<i>C03</i>		
<i>BIRCH HILL AVENUE PARTIAL RECONSTRUCTION, CROSS SECTIONS Sta. 0+140 TO Sta. 0+160</i>	<i>C04</i>		

Schedule 3

JOB SITE HAZARD IDENTIFICATION – PRIME CONTRACTOR APPOINTED

Date: _____, 20__

Contractor: _____ Phone: _____

Contractor Representative (Print Name) _____ Phone: _____

City of Terrace Representative (Print Name) _____

Contractor Safety Representative (Print Name) _____ Phone: _____

Project Description: PARTIAL RECONSTRUCTION OF BIRCH HILL

Address/Area of Project: BIRCH HILL AVENUE (ATWOOD STREET TO APSLEY STREET)

Date Start _____ End _____

Type of Project

- Prime Contractor Appointed – Single Employer Workplace**
 Prime Contractor Appointed – Multiple Employer

Name of Person Designated to Supervise Workers:

Checklist of Known Hazards:

Hazard	STATUS – tick box			Comments
	YES	NO	N/A	
Asbestos / Lead				
Bio-Hazardous Materials				
Chemicals				
Confined Spaces				
Dangerous Trees				
De-Energization / Lock-out				
Excavations				
Falling Materials				
Fire Hazards				
Overhead Power Lines				
Personal Property				
Public Property				
Toxic Process Gases				

Underground Utilities Location				
Traffic Control				
Working Alone or in Isolation				
Working at Heights Over 3 m				

Other Items Identified

Specific Recommendations / Special Precautions

Is any additional information or notes attached? If so please describe.

This form is only intended to notify the contractor of the hazards that the City of Terrace is aware of at this site. This form is not intended to instruct the contractor in how to control or eliminate the known hazards identified above. The contractor on site is still responsible for performing a detailed Hazard Identification and Hazard Assessment for the site as per the requirements of WorkSafeBC (WSBC) regulations. The contractor shall at all times comply with all applicable Acts, Regulations, Standards and Bylaws.

All safety related Incidents/Accidents required to be reported to WorkSafeBC need to be reported to the City of Terrace Contract Administrator and Safety Department immediately.

Safety Supervisor – office - 250- _____ or cell 250- _____
Safety Coordinator – office 250- _____ or cell 250- _____

City of Terrace Representative Name _____

City of Terrace Representative Signature _____

Contractor Acknowledgement of Receipt of This Form

Contractor Representative Name _____

Contractor Representative Signature _____

Schedule 4

CONTRACTOR COORDINATION

CONFIRMATION OF CONTRACTOR RESPONSIBILITIES

This form must be completed and signed before work begins

Date _____

Project Description: BIRCH HILL AVENUE SLOPE REPAIR (ATWOOD ST TO PEDRINI ST)

Tender Ref # PWA-09-2187

Please select one of the following and complete the relevant section(s) of this form

- | | | |
|--------------------------|--------|---|
| <input type="checkbox"/> | Type A | Prime Contractor Single Employer Workplace |
| <input type="checkbox"/> | Type B | Prime Contractor – Multiple Employer Workplace / Includes Sub-Contractors |
| <input type="checkbox"/> | Type C | No Prime Contractor Appointed - Municipal Qualified Coordinator |

Contractor _____

Contractor Representative: _____

Job Title _____

Person Designated Responsible for Coordination of Safety _____

Job Title _____ Contact # _____

City of Terrace Representative _____

Job Title _____ Contact # _____

Type A & B - Prime Contractor Appointed – The Contractor

	Yes	No	N/A
Acknowledges the appointment as Prime Contractor			
Attends necessary pre-construction safety meetings (documented)			
Determines the boundaries of the workplace, and ensure that only workers of one employer perform duties with-in those boundaries (Type A only)			
Is responsible for identifying and complying with any and all applicable Acts, Regulations, Standards and Bylaws. The Contractor shall also understand that the WSBC OH&S Regulation and/or any other applicable Acts or Standards shall be adhered to at all times and supersede any direction from the City and it representatives.			
Shall immediately notify The City of Terrace of any conflict between directions given to them and any applicable Acts, Regulations or Standards & Bylaws.			

	Yes	No	N/A
<i>Accepts that written documentation (e.g. notes, records, inspections, meetings etc.) on all health and safety issues must be made available upon request to the City of Terrace.</i>			
<i>Has (or will before work starts) received a completed Job Site Hazard Identification Form from a representative of the City of Terrace.</i>			
<i>Will conduct an inspection of the worksite to identify any hazards before starting any work on site.</i>			
<i>Shall communicate all known hazards to any person who may be affected and ensure that appropriate measures are taken to effectively control or eliminate all hazards</i>			
<i>Must ensure that all workers on site are suitably trained, orientated and competent to perform the duties for which they are assigned.</i>			
<i>Must submit a Notice of Project to WorkSafeBC (WSBC)and submit a copy to the City of Terrace as required</i>			
<i>Shall report any and all injuries or incident required by regulation to WorkSafeBC. The contractor shall also report these incidents to the City of Terrace Contract Administrator.</i>			
<i>The Contractor must be on the City of Terrace approved contractor list and will submit a copy of their formal Occupational Health and Safety program and site specific safe work procedures where required.</i>			
<i>The Contractor has provided a current "WSBC Clearance Letter" stating that their account with WCB is in good standing</i>			
<i>The Contractor has appointed a qualified coordinator responsible for project safety and provided the City of Terrace with their name & contact information in writing</i>			

Type B Only

<i>The Prime Contractor has identified & provided to the City of Terrace the names of all other employers and or sub-contractors working on the project</i>			
<i>The Prime Contractor has or will notify all sub-contractors of all know and foreseeable hazards</i>			
<i>The Prime Contractor will meet all obligations under the WCB Act & Regulations for coordinating a multiple employer workplace.</i>			
<i>The Prime Contractor shall be responsible for regular inspections and ensuring that all sub contractors and their employees comply with any and all applicable Acts, Regulations Standards & Bylaws</i>			

Notes/Follow-up: _____

Type C – No Prime Contractor Appointed – Municipal Qualified Coordinator

City of Terrace Representative _____ Job Title _____

Contractor _____

Contractor Representative _____ Job Title _____

The Municipal Qualified Coordinator Must

	Yes	No
Acknowledge that the City of Terrace is the Prime Contractor		
Attend and coordinate pre-construction meetings as required		
Determine the boundaries of the workplace, and ensure that all contractors works with-in those boundaries		
Ensure that the Contractor and/or the Municipal Qualified Coordinator have conducted an inspection of the worksite to identify any hazards		
Identify and communicate all known hazards the contractor and ensure that appropriate measures are taken to effectively control or eliminate the hazards to the health and safety of all persons at the worksite		
Confirm that all workers are suitably trained, orientated and competent to perform the duties for which they are assigned.		
Complete the Job Site Hazard Identification Form with the contractor		
Submit a Notice of Project to WorkSafeBC as required		
Conduct regular inspections and ensure that all sub contractors and their employees comply with any and all applicable Acts, Regulations Standards & Bylaws		
Ensure the contractor is on the City of Terrace Approved Contractor List		
Ensure the contractor has provided a current "Clearance Letter" stating that their account with WorkSafeBC is in good standing		

Type C - The Contractor Must

Identify and Comply with any and all applicable Acts, Regulations, Standards and Bylaws. The contractor shall also understand that the WCB OH&S Regulation and/or any other applicable Acts or standards supersede direction from the City and shall be adhered to at all times.		
Immediately notify The City of Terrace of any conflict between directions given to them and any applicable Acts, Regulations or Standards		
Provide written documentation (e.g. notes, records, inspections, meetings etc.) on all health and safety issues must be made available upon request to the City of Terrace.		
Ensure that all workers are suitably trained, orientated and competent to perform the duties for which they are assigned.		
Report any and all injuries or incident required by regulation to WorkSafeBC and to the City of Terrace		

<i>Perform regular inspections and ensuring that all of their employees comply with any and all applicable Acts, Regulations Standards & Bylaws</i>		
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Notes/Follow-up: _____

Contractor Representative Name (print) _____

Contractor Representative Signature _____

City of Terrace Representative Name (print) _____

City of Terrace Representative Signature _____