

# TENDER DOCUMENTS 4600 SCOTT AVENUE RECONSTRUCTION (SPARKS STREET TO KALUM STREET)

This package includes the following documents:

- Instructions to Tenderers
- Contract Special Provisions
- Tender Form
- Agreement Between City of Terrace And Prime Contractor
- Contract Drawings

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: 4600 SCOTT AVENUE RECONSTRUCTION (Sparks Street to Kalum Street)

Reference No. PWA-09-2290

#### 1. Introduction

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

Road reconstruction, including excavation, installation of sub-base and base gravels, water main replacement, drainage installation, preparation for road paving, and other related works on Scott Avenue between Sparks Street to Kalum Street.

1.2 Direct all inquiries regarding the Contract, to:

# Rhett Munson, Engineering Supervisor

Address: Public Works Department

5003 Graham Avenue, Terrace, BC V8G 1B3

Phone: (250) 615-4044
Fax: (250) 635-3467
E-mail: rmunson@terrace.ca

# 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 asbuilt 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: Friday, April 29th, 2022

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 <u>site meeting</u> with the Contract Administrator to allow Tenderers the opportunity to review the site and ask questions is scheduled on **Thursday, April 21**<sup>st</sup>, **2022 at 10:00AM at the intersection of Scott Ave and Kalum St**. A site meeting is not mandatory but, failure to attend does not eliminate or reduce the Tenderers obligations to become familiar with the site.
- 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.
- 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: 4600 SCOTT AVENUE RECONSTRUCTION (Sparks Street to Kalum Street)

Reference No. PWA-09-2290

## 1. LOCATION OF PROJECT

1. The project is located on 4600 block of Scott Avenue, between Sparks Street and Kalum Street.

## 2. SCOPE OF PROJECT

- 1. Full reconstruction of Scott Avenue. Works to include excavation, new road base & sub-base gravels, and preparation for paving.
- 2. Road drainage improvements including catch basins and leads.
- 3. Water main replacement including piping, fire hydrants, valves, fittings and services.
- 4. Sanitary pre-install service installations, and manhole adjustments.
- 5. Boulevard restoration including topsoil, hydroseeding, gravel and concrete driveway restoration and asphalt driveway preparation.
- 6. Other related works.
- 7. Asphalt paving 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, including delivery dates of City supplied materials. 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) not later than twelve (12) 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 **Thursday**, **September 8**th, **2022**.
- 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. Local access to all properties within and beyond the worksite for both vehicles and pedestrians must be maintained except when temporary loss of access is absolutely necessary. The Contractor shall give advance notice to property owners and the City of such restriction and shall reinstate access as soon as possible. Driveway to be reinstated at the end of each day, unless an agreement is made with the homeowner and the City.
- 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. Pedestrian access through the worksite shall be maintained 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) <u>Traffic Management Manual for Work on Roadways latest edition</u>.

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. Construction of waterworks shall not commence until the City has received the approved permit from Northern Health. Expected date to receive the permit is between May 1<sup>st</sup> and May 31<sup>st</sup>, 2022.
- 2. Contractor is to obtain City of Terrace approval to operate existing valves or hydrants. 48 hours notice is required.
- 3. All connections to active water systems shall be protected with a reduced pressure backflow assembly device. Contractor shall ensure the device has been inspected and tested within the last twelve (12) months.
- 4. All new or temporary water works must remain isolated from the existing water system until completion and acceptance of all pressure, disinfection and bacteriological testing. Upon acceptance the contractor is to complete connections to the existing system as directed by the City.
- 5. Prior to construction of any temporary waterworks, the contractor must submit a detailed temporary water works plan to the City for review and approval. City approved plans may require the approval of the Northern Health Regional Public Health Engineer.
- 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.
- 7. Replacement of existing water services to include but not be limited to: locating of existing services, new Corporation Stop at water main, new water pipe from main to

- property line, new curb stop and associated fittings required to connect to existing service at property line.
- 8. All water line breaks within the Contract Limits are to be the responsibility of the Contractor. The Contractor shall immediately notify the City Works Department, Fire Hall and affected residents and businesses of loss of water service. The Contractor shall repair the break promptly and bear all associated costs. The method of repair shall be to the satisfaction of the City and shall safeguard the water supply from contamination.
- 9. For a list of City supplied materials, see Contract Special Provisions section 20.

## 6. SANITARY WORKS

- Care shall be taken when operating equipment around existing sanitary manholes, sewer main, and services to avoid damage to the sewer and introduction of material into the sanitary system that may cause a blockage. Removal of the old bricking from existing manhole tops will be completed promptly after excavation, and the manhole top safely secured and marked for the duration of works.
- 2. Sewer mains have been verified by the City to be clear of obstruction prior to construction. The Contractor is encouraged to conduct their own pre-construction and post construction camera/video of the sewer mains to confirm conditions.
- 3. All sanitary line breaks and/or blockages within the construction limits are to be the responsibility of the Contractor. The Contractor shall immediately notify the City Public Works Department and affected residents of loss of service. The Contractor shall repair/clear the sanitary line promptly and bear all associated costs. For each blockage event, the activities for clearing the main shall include vacuum truck jetting with the use of chains and a vacuum truck in the downstream manhole, with the use of qualified and experienced workers. The Contractor will remove all debris causing the blockage and prevent any debris from getting off-site into the City sewer system. Repeated runs of jetting, chaining, and vactoring will be completed until all debris is removed. Care during jetting shall be taken to prevent damage to home services.

# 7. WATER & SANITARY SERVICE INTERRUPTIONS

- Service shall be maintained to all affected users during replacement of existing mains and laterals. Temporary water service may be provided to all affected users from active neighbouring hydrants. All temporary piping shall be secure, clean and disinfected prior to use.
- 2. The Contractor is to contact City of Terrace 48 hours in advance to disinfect hydrants. City to bear costs for the first use of City hydrants.

3. The Contractor to coordinate directly with the homeowner with regards to all scheduled service disruptions. Contractor to provide written notice to all affected users with a minimum 24 hours in advance of all scheduled disruptions. Planned disruptions shall not exceed 4hrs in duration for sanitary services, and 8hrs in duration for water services.

## 8. 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.

## 9. CO-OPERATION OF THE CONTRACTOR

 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.

## 10. 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 preexisting damage is discovered, contact Pacific Northern Gas immediately and leave gas line exposed to allow for repairs.

# 11. 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. City to provide reference pins and benchmarks.

2. The contractor shall furnish and maintain survey staking for stationing and centerline offset at 20m intervals and elevation benchmarks at 50m intervals 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.

# 12. UTILITY WORK PLAN

 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.

# 13. USE OF CITY TOOLS / EQUIPMENT

 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.

# 14. 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.
- The Contractor shall dispose of all old asphalt, concrete, piping, manholes 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. It is anticipated that roadway excavation material will be required for trench backfill due to unsuitable existing ground conditions.
- 4. All existing abandoned water valves, hydrants, drainage grates, and manhole covers shall be removed and delivered to City Public Works Yard or disposed of as directed by City representative.

#### 15. 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, sweeping, adjusting infrastructure, supply and

placement of barricades/signage. Incurred costs related to delays in obtaining paving approval, shall be borne by the Contractor.

- 2. Contractor to schedule and coordinate works with City's paving contractor. If the Contractor is delayed in completion of the work due to the paving schedule, then the time of completion shall be extended for a period of time equal to the time lost due to such delay. The Contractor shall not be eligible for any additional costs arising from extension to the contract working period.
- 3. A Contractor representative must be present on site during paving days.

# 16. 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 is 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.

# 17. GARBAGE, ORGANICS, YARD WASTE & RECYCLABLES PICK-UP

 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.

## 18. SPECIAL WORKING DAYS

- 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.
- 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.

## 19. SUBCONTRACTORS

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

## 20. CITY SUPPLIED MATERIALS

1. The following items will be supplied by the City:

<i>Item</i>	Estimated Delivery Date
150mm C900 PVC Class 235 Bell	
thickened watermain pipe	
150mm C900 PVC DR18 Bends	
All components for Fire Hydrant	
Assembly except tie rods as per	
Standard Detail Drawing WAT.2	
150mm Ductile Iron Tees	Late May to Early June
All Water Service Lateral	
Components as per Standard Detail	
Drawing WAT.6	
All required Pipe Restrainers	
All components for Gate Valve	
Installation as per Standard Detail	
Drawing WAT.1	
All required Steel risers for	
Manholes and Valves	
200mm SDR-35 PVC Pipe	
200mm Fernco Qwik Seal (QS-8)	
Couplers	
Dobney B-23 Catchbasin Drainage	
Grates	

Dobney B-24 Catchbasin Drainage	
Frames	
Sanitary service clean-out N.C.R.	
boxes	
Sanitary Manhole Frames	Lata May to Early June
Sanitary Manhole Covers	Late May to Early June
150mm SDR 28 PVC Pipe	
All components for Sanitary Sewer	
Lateral as per Standard Detail	
Drawing SAN.4	
100mm Fernco Qwik seals (QS-4)	
150mm manhole adapter ring for	
PVC pipe	

- 2. The contractor is responsible to supply all materials for construction other than what is listed above.
- 3. The contractor is to arrange for pickup and delivery of City supplied items to site as required from the City Public Works yard at 5003 Graham Ave or directly from the local supplier.
- 4. Exact delivery dates of materials are unknown at this time but are not expected to delay construction.
- 5. The contractor shall schedule their work accordingly to the City's delivery times as they come available. See above for estimated delivery dates.
- 6. The City will not be responsible for any additional costs due to construction delays arising from delivery dates of City supplied materials.

## 21. EXISTING GROUND CONDITIONS/GEOTECHNICAL CONSIDERATIONS

- 1. Test pits have shown that existing ground conditions contain high clay content. Construction to be done so that excavations are not exposed to wet weather for long durations and shall be protected to avoid disturbance. If adequate mitigation measures are not utilized and the subgrade is left exposed to rain and becomes soft or disturbed, the contractor, at their expense, to remove and replace soft and/or disturbed material as directed by the City representative.
- City to approve all native material prior to use as backfill, rejected backfill material
  to be replaced with material specified by the City. Consult City for direction when
  unsuitable material is encountered. It is anticipated that roadway excavation material will be required for trench backfill.

- 3. City to assess all subgrade prior to placement of sub-base material. If deemed necessary, the City will supply filter cloth and geogrid to be installed by the contractor.
- 4. Contractor to ensure that clay/silt subgrade is not disturbed or driven on by heavy equipment. Including driving on the first lift of subbase, should the subgrade show signs of rutting/disturbance, the Contractor, at their expense, to remove and replace the disturbed material, as directed by the City representative.

## 22. 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: 4600 SCOTT AVENUE RECONSTRUCTION (Sparks Street to Kalum Street)

Reference No. PWA-09-2290

TO CITY:

1. WE, THE UNDERSIGNED
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1.1	have received and carefully reviewed all of the Contract Doc including Contract Drawings, Instructions to Tenderers, Sp Standard Construction Specifications and Standard Detail I following Addenda:	ecial Provisions
		-
		-

- 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 <u>September 8<sup>th</sup>, 2022</u> 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:

7. OUR ADDRESS is as follows:

- 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.

	Phone:		()	 
	Fax:	(	_)	
	Attention:			
is Tender is ex	recuted this		day of	, 20
Prime Cor	ntractor:			

# Schedule of Quantities

ITEM #	ITEM DESCRIPTION	Unit of	Tender	Price per	PAYABLE
		Measure	Quantity	Unit \$	AMOUNT
1.0	ROADWORK				
A)	REMOVALS:				
	Remove and dispose of existing asphalt, concrete, brush, trees, storm infrastructure and accesses within the extent of works as noted by removal boundary on contract drawings.	L.S.	1	\$	\$
B)	EXCAVATION:				
	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.	M³	4,060	\$	\$
C)	GRANULAR SUBBASE:				
	Supply, place, grade, compact to specified density 600mm deep granular subbase material (as per City of Terrace Standards) from design subgrade to underside of proposed granular base within road prism (including sidewalks) as per Drawing 3.	M³	2,480	\$	\$
D)	GRANULAR BASE:				
	Supply, place, grade, compact to specified density, 150mm deep, granular base material below proposed asphalt roadway and sidewalks (as per City of Terrace Standards) Prepare and maintain surface for paving.	W <sub>3</sub>	651	\$	\$

ITEM #	ITEM DESCRIPTION	Unit of	Tender	Price per	PAYABLE
		Measure	Quantity	Unit \$	AMOUNT
E)	PAVING PREPARATION:				
	Prepare, schedule and co-ordinate with the City of Terrace's paving contractor to install asphalt pavement, including asphalt sawcutting and sweeping at all intersections and pavement matches, adjusting infrastructure (including supply and placement of steel riser rings on all valves and manholes), supply and place barricades/signage for traffic control.	L.S.	1	\$	\$
F)	DRIVEWAYS:				
	Restore all driveways, walkways and parking areas to design grades from back of curb / sidewalk to property line or as indicated on drawings, including excavation, supply and compaction of granular materials, and grading and finishing. Adjust height of water shut-offs and sewer clean-outs. All restoration to be as outlined in Section 02224, Subsection 3.11 (to include work on private property as required by City).				
	i) Gravel Driveways – includes 300mm of granular sub- base and 100mm of high fines surfacing aggregate compacted to 95% modified proctor density (MPD). Service heights 100mm below surface.		445	\$	\$
	ii) Asphalt Driveways – includes asphalt cutting, 300mm of granular sub-base compacted to 95% MPD and 100mm of granular base compacted to 98% MPD, preparation for paving to suit 50mm thick asphalt (paving by others). Service heights 12mm below finished asphalt.	n <i>n</i> 2	455	\$	\$

ITEM #	ITEM DESCRIPTION	Unit of	Tender	Price per	PAYABLE
		Measure	Quantity	Unit \$	AMOUNT
G)	BOULEVARD AREA:				
	Grassed Areas – includes grading, supply and placement of 100 mm of topsoil, finishing, hydraulic seeding and watering. Includes adjusting water shut-offs, sanitary and storm cleanouts (NCR boxes) to final grade and referencing them with a stake (as per City of Terrace Standards).	M²	2,653	\$	\$
H)	TRAFFIC SIGNS:				
	Remove and relocate traffic signs as required (to City of Terrace Standards). Existing Telespar anchor and post to be used and installed as per manufacturer's recommendations.	Each	2	\$	\$
1)	TRAFFIC CONTROL:				
	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.	L.S.	1	\$	\$
	SUB TOTAL ROADWORKS				\$

ITEM #	ITEM DESCRIPTION	Unit of	Tender	Price per	PAYABLE
		Measure	Quantity	Unit \$	AMOUNT
2.0	DRAINAGE				
A)	PIPE INSTALLATION:				
	Install storm pipe true to line and grade including excavation, backfilling, bedding, compaction and disposal of excess material (off site if necessary). Price to include connection (and grouting) to existing infrastructure. Pipe and fittings supplied by the City.				
	i) 200 mm PVC	L.M.	53	\$	\$
B)	CATCHBASINS:				
	Install plumb to proper alignment and grades including excavation, backfilling, compaction, barrels, frames, grates, pre-cast lids, bases, concrete pre-cast riser rings, and mortar. Frames and grates supplied by the City.				
	i) Catchbasins – 800 mm I.D. C.S.P. barrel	Each	8	\$	\$
C)	RE-SETTING EXISTING CATCHBASINS/ CATCHBASIN MANHOLES				
	Remove existing concrete lids, grout, bricking, frames and grates. Supply and install new round opening concrete lids, new frames, new covers (slotted/solid), new bricking and grout. (5 locations), CSP patch 1 existing catchbasin barrel.	L.S.	1	\$	\$
	SUB TOTAL DRAINAGE				\$

ITEM #	ITEM DESCRIPTION	Unit of	Tender	Price per	PAYABLE
		Measure	Quantity	Unit \$	AMOUNT
3.0	WATERWORKS				
A)	WATERMAIN REPLACEMENT:				
	Install watermain true to line and grade including excavation, backfilling, bedding, compaction, removal and disposal of existing material (off site if necessary) and all other labour, equipment, temporary water services and materials required to complete the project as per City of Terrace Specifications and Contract Drawings. Pipe and fittings supplied by the City. Price to include all fittings and thrust blocks and connection to existing infrastructure.  i) 150 mm C-900 PVC DR18 Class 235	L.M.	405	\$	\$
B)	MAINLINE GATE VALVES:	L.IVI.	403	Ψ	φ
	Install resilient wedge gate valves as indicated on the Contract Drawings. Price includes all materials, equipment and labour to complete the work to City of Terrace Standards. <u>Valves supplied by the City.</u>				
	i) 150 mm Mainline Gate Valve	Each	3	\$	\$
C)	WATER SERVICES:				
	Install water service as shown on Contract Drawings. Work to include reconnection at property line including reducer if required. Price to include all labour, equipment and material required to complete the work to City of Terrace Standards. <u>Fittings and service pipe supplied by the City.</u>				
	i) Ford 25mm service	Each	6	\$	\$
D)	NEW HYDRANT:				
	Install new hydrant assembly including tee, valve, pipe and restraint as indicated on Contract Drawings. Price to include all labour, equipment and material required to complete the work to City of Terrace Standards. City to supply Hydrant, valve and tee. Contractor to supply tie rods.	Each	4	\$	\$
	SUB TOTAL WATERWORKS				\$

# TENDER FORM

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ITEM #	ITEM DESCRIPTION	Unit of	Tender	Price per	PAYABLE
		Measure	Quantity	Unit \$	AMOUNT
4.0	SANITARY				
A)	SANITARY MANHOLE RE-SETTING FOR PAVING				
	Remove and replace all sanitary manhole covers, frames, bricking, and grout. Frames and covers supplied by City.	Each	4	\$	\$
B)	SANITARY MANHOLE BARREL REPLACEMENT				
	Remove & dispose of existing concrete cone-shaped barrels and replace with new typical concrete manhole barrels and new lids. (2 locations)	Each	2	\$	\$
C)	SANITARY SERVICE INSTALLATION (Pre-Install)				
	Supply and install new sanitary service as shown on Contract Drawings. Price to include all labour, equipment and material required to complete the work to City of Terrace Standards. City to supply pipe and fittings.				
	i) 100 mm PVC DR28 (Pre-install) Connection to existing sanitary main.	Each	2	\$	\$
	ii) 150mm PVC DR28 Connection to existing concrete sanitary manhole.	Each	1	\$	\$
	SUB TOTAL SANITARY				\$

# TENDER FORM

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ITEM #	ITEM DESCRIPTION	Unit of	Tender	Price per	PAYABLE
		Measure	Quantity	Unit \$	AMOUNT
5.0	PROVISIONAL ITEMS				
A)	STORM SERVICES:				
	Supply and install new 100 mm PVC storm service to property line as directed by City Representative. Price to include all labour, equipment and material required to complete the work to City of Terrace Standards. City to supply pipe and fittings.				
	i) 100mm PVC DR28	Each	1	\$	\$
	SUB TOTAL PROVISIONAL ITEMS				\$
	TOTAL				\$

# 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	1	2	3	4	5	6	7	8	9	10	11	12
Week ending Friday	DATE												

# **EXPERIENCE OF SUPERINTENDENT**

NAI	ME:		
EXI	PERIENCE:		
•	Dates:	 	
	Project Name:		
	Responsibility:	 	 
	References:		
	Dates:	 	
	Project Name:	 	 
	Responsibility:	 	 
	References:	 	 
	Dates:	 	
	Project Name:	 	 
	Responsibility:	 	
	References:		

4600 SCOTT AVENUE			
RECONSTRUCTION	TENDER FORM	Page - 13	
(SPARKS TO KALUM)		•	

# COMPARABLE WORK EXPERIENCE

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

# **SUBCONTRACTORS**

TENDER ITEM	TRADE	SUBCONTRACTOR NAME	PHONE NUMBER

# Agreement

# Between City of Terrace and Prime Contractor

THIS AGRE	<b>EMENT</b> made in duplicate thisda	ay of, 2022.
Contract:	4600 SCOTT AVENUE RECO (Sparks Street to Kalum Stre	
Reference I	<b>No</b> . PWA-09-2290	
BETWEEN:	•	
	City of Terrace	
	3215 Eby Street,	
	Terrace, BC V8G 1X6	
	(the "City")	
AND		
	<del></del>	
	(the Prime "Contractor")	
The City and	d the Prime Contractor agree as follows.	:
1 THE	WORK - START/COMPLETION DATE	S
1.1	The Prime Contractor will perform equipment and material and do all Contract Documents.	•
1.2	The Prime Contractor will commence Notice to Proceed. The Prime Cont diligently, will perform the Work gen struction schedules as required by achieve Substantial Completion of the	tractor will proceed with the Work erally in accordance with the con- the Contract Documents and will
		, <u>2022</u>
	subject to the provisions of the Cont the Contract Time.	ract Documents for adjustments to

Time shall be of the essence of the Contract.

1.3

## 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 be come 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

e Pilitie	Contractor:		
	Attention:		<u> </u>
	Email:		
	Phono:	Eav:	

- 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.

4600 SCOTT AVENUE
RECONSTRUCTION
(SPARKS TO KALLIM)

# **CONTRACT AGREEMENT**

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

Prime Contractor:

	(FULL LEGAL NAME OF CORPORATION	N, PARTNERSHIP OR INDIVIDUAL)
	(AUTHORIZED SIGNATORY)	PRINT NAME
	(AUTHORIZED SIGNATORY)	PRINT NAME
City	CITY OF TERRACE	
	(AUTHORIZED SIGNATORY)	PRINT NAME
	(AUTHORIZED SIGNATORY)	PRINT NAME

# 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	City of Terrace Standard Detail Drawings;
8	City of Terrace Standard Construction Specifications;
9	City of Terrace General Requirements

# 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.
4600 SCOTT AVENUE RECONSTRUCTION EXISTING CONDITIONS & REMOVALS	1		1
4600 SCOTT AVENUE RECONSTRUCTION PROPOSED WORKS	2		1
4600 SCOTT AVENUE RECONSTRUCTION CONSTRUCTION NOTES	3		1
4600 SCOTT AVENUE RECONSTRUCTION SUPPLEMENTAL DETAILS	4		1

# 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: RECONSTRUCTION OF 4600	) Scott Avenue
Address/Area of Project: 4600 SCOTT AVENUE (	SPARKS STREET TO KALUM STREET)
Date Start	End
Type of Project	
Prime Contractor Appointed – Single Em Prime Contractor Appointed – Multiple En Name of Person Designated to Supervise Work	mployer

# 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				

4600 SCOTT AVENUE RECONSTRUCTION (SPARKS TO KALUM)	CONTRACT AGREEMENT	PAGE - 9
Working at Heights Over 3 m		
Other Items Identified		
Specific Recommendations /	Special Precautions	
Is any additional information	or notes attached? If so please describ	be.
aware of at this site. This form eliminate the known hazards id performing a detailed Hazard I	otify the contractor of the hazards that the is not intended to instruct the contractor lentified above. The contractor on site is lightly dentification and Hazard Assessment for WSBC) regulations. The contractor shall tions, Standards and Bylaws.	r in how to control or s still responsible for r the site as per the
•	cidents required to be reported to Work Contract Administrator and Safety Depart	
Safety Supervisor – office - 250 Safety Coordinator – office 250-	0 or cell 250 or cell 250	
City of Terrace Representative	Name	
City of Terrace Representative	Signature	
Contractor Acknowledgemen	t of Receipt of This Form	
Contractor Representative Nam	ne	

Contractor Representative Signature	
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# **CONTRACTOR COORDINATION**

# **CONFIRMATION OF CONTRACTOR RESPONSIBILITIES**

This form must be completed and signed before work begins

Date			
Project Description: 4600 SCOTT AVENUE (SPARKS STREET TO KALUM STREET)			
Tender R	ef # <u>PW</u>	4-09-2290	
Please se	elect one	of the following and complete the releva	nt section(s) of this form
Тур	pe A	Prime Contractor Single Employer Work	splace
Тур	pe B	Prime Contractor – Multiple Employer W	/orkplace / Includes Sub-Contractors
Тур	pe C	No Prime Contractor Appointed - Munici	ipal Qualified Coordinator
Contracto	or		
Contracto	or Repres	sentative:	
			·
Job Title			Contact #
City of Te	errace Re	epresentative	
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.			
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.			

4600 SCOTT AVENUE RECONSTRUCTION (SPARKS TO KALUM)

# **CONTRACT AGREEMENT**

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	Yes	No	N/A
Has (or will before work starts) received a completed Job Site Hazard Identification Form from a representative of the City of Terrace.			
Will conduct an inspection of the worksite to identify any hazards before starting any work on site.			
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			
Must ensure that all workers on site are suitably trained, orientated and competent to perform the duties for which they are assigned.			
Must submit a Notice of Project to WorkSafeBC (WSBC )and submit a copy to the City of Terrace as required			
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.			
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.			
The Contractor has provided a current "WSBC Clearance Letter" stating that their account with WCB is in good standing			
The Contractor has appointed a qualified coordinator responsible for project safety and provided the City of Terrace with their name & contact information in writing			
Type B Only			
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			
The Prime Contractor has or will notify all sub-contractors of all know and foreseeable hazards			
The Prime Contractor will meet all obligations under the WCB Act & Regulations for coordinating a multiple employer workplace.			
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			
Notes/Follow-up:			
			_

# <u>Type C – No Prime Contractor Appointed – Municipal Qualified Coordinator</u>

City of Terrace RepresentativeJob Title		
Contractor		
Contractor RepresentativeJob Title		
The Municipal Qualified Coordinator Must		1
	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		
Perform regular inspections and ensuring that all of their employees comply with any and all applicable Acts, Regulations Standards & Bylaws		

4600 SCOTT AVENUE RECONSTRUCTION (SPARKS TO KALUM)	CONTRACT AGREEMENT	PAGE - 13
Notes/Follow-up:		
Contractor Representative Name	e (print)	
Contractor Representative Signa	ature	
City of Terrace Representative N	Name (print)	
City of Terrace Representative S	Signature	