

# TENDER DOCUMENTS

## LAKELSE GATEWAY CONNECTION PROJECT - CIVIL WORKS

# (APSLEY STREET TO SKEENA RIVER BRIDGE)

This package includes the following documents:

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

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: Lakelse Gateway Connection Project – Civil Works (Apsley Street to Skeena River Bridge)

Reference No. PWA-05-2210

### 1. Introduction

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

A 3-meter wide asphalt multi-use pathway construction, including; excavation, placement of sub-base and base gravels, drainage installation, concrete sidewalk, preparation for concrete curbing, preparation for asphalt paving, and other related works on Lakelse Avenue between Apsley Street to the Skeena River Bridge.

1.2 Direct all inquiries regarding the Contract, to:

### Carson Stauffer, E.I.T., Design Engineer

Address:	Public Works Department
	5003 Graham Avenue, Terrace, BC V8G 1B3
Phone:	(250) 615-4011
Fax:	(250) 635-3467
E-mail:	cstauffer@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 either;

a) in a sealed envelope, marked on the outside with the above Contract Title and Reference No., received by the office of:

### **Director of Engineering & Public Works**

on or before:

Tender Closing Time:2:00 pm Local TimeTender Closing Date:Tuesday, May 10th, 2022.at:City of Terrace5003 Graham Avenue, Terrace, BCV8G 1B3Fax:(250) 635-3467

3.2 Late tenders will not be accepted or considered and will be returned unopened. To avoid issues with submissions due to technology, confirm successful BC Bid submissions via email or phone with the City of Terrace.

#### 4. Additional Instructions to Tenderers

- 4.1 The City will not be hosting a site meeting, it is the Tenderers obligation to become familiar with the site.
- 4.2 No award will be made to any Contractor who cannot give satisfactory assurance as to their ability to carry out with the Works both from their financial rating, and by reason of their 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 Security in the form of a Bid Bond, certified cheque or letter of credit made payable to the City, in the amount of

\$5,000.00 (CAD). The Bid Security shall be returned to the Tenderer upon the signing of the Contract Agreement with the successful Tenderer and the submission of a suitable Performance Security. On the failure of the successful Bidder to furnish a satisfactory Performance Security and to sign the Contract Agreement within fifteen (15) days after being awarded the Contract, the Bid Security 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: LAKELSE GATEWAY CONNECTION PROJECT – CIVIL WORKS (Apsley Street to Skeena River Bridge)

Reference No. PWA-05-2210

### 1. LOCATION OF PROJECT

1. The project is located adjacent to Lakelse Avenue, between Apsley Street and the Skeena River Bridge.

### 2. SCOPE OF PROJECT

- 1. Construction of a 3m multi-use pathway with asphalt surface from Apsley Street to the Skeena River Bridge. Works to include;
  - a. removal of existing curb and sidewalk;
  - b. new base gravels in preparation for curbing;
  - c. new base gravels in preparation for paving.
  - d. new sub-base gravels if required.
- 2. Road drainage improvements including piping, culverts, manholes, catch basins and storm lead installation.
- 3. Concrete sidewalk construction, excluding curbing.
- 4. Boulevard grading in preparation for landscaping.
- 5. Coordination with the City of Terrace's curbing contractor.
- 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. 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 highly recommends that construction be scheduled to coincide with the closure of the Skeena River Bridge during the rehabilitation work planned by MOTI this season. Expected bridge closure begins in June or July 2022, to be confirmed when MOTI contract is awarded mid-April.
- 3. The City anticipates that work on Saturdays may be required to meet the Contract schedule. Time is of the essence.
- The work shall be substantially completed (98% contract complete) not later than the mutually agreed date at the time of signing of the contract Agreement. In any case, the agreed Substantial Completion date shall be no later than <u>Thursday</u>. <u>September 15<sup>th</sup></u>, 2022.
- 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

- 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 business managers of any interruptions to their accesses. Reasonable effort must be made to reduce the affects of construction on the adjacent properties.
- 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 <u>prior</u> 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</u> <u>Management Manual for Work on Roadways</u> 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. 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.

### 6. 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.

### 7. 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.

### 8. CONTRACTOR CONSTRUCTION SURVEY LAYOUT

- 1. The Contractor shall provide their own construction survey and shall provide all necessary survey required for paving and curbing. 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 pathway 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.

### 9. 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.

### 10. 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.

### 11. 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, 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.

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

### 12. PREPARATION FOR CURBING

- 1. Contractor to ensure that all curbing preparation activities have been approved by the City by noon of the day prior to curbing, or on a schedule agreed upon between the Contractor, the curbing contractor, and the City. "Approved by the City" refers to achieving passing results for all base compaction testing, proof rolling, etc., base elevation and grade approval, string-line layout, supply and placement of barricades/signage. Incurred costs related to delays in obtaining curbing approval, shall be borne by the Contractor.
- 2. Survey layout for curbing must include Grade sheets with Hubs at 5-10m stations at 1m offsets to gutter line, to the satisfaction of the City's curbing contractor.
- 3. Prepared base for Curbing must be 25-50mm above underside of curb elevation.
- Contractor to schedule and coordinate works with City's curbing contractor. Incurred costs related to scheduling delays with the City's curbing contractor, shall be borne by the Contractor.
- 5. A Contractor representative must be present on-site during curbing days.

### 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, 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. 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. 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.

### 15. 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.
- 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.

### 16. SUBCONTRACTORS

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

### 17. CITY SUPPLIED MATERIALS

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

ltem	Estimated Delivery Date
200mm PVC, 200 CSP	On-hand
400mm HDPE	Available
All Concrete barriers and parking curbs	To be ordered – Not expected to affect construction schedule

- 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. Approximate delivery dates shown above.
- 5. The contractor shall schedule their work accordingly to the City's delivery times as they come available.

6. The City will not be responsible for any additional costs due to construction delays arising from delivery dates of City supplied materials.

### 18. MAINTENANCE PERIOD

 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.

### CITY OF TERRACE

### **TENDER FORM**

### Contract: LAKELSE GATEWAY CONNECTION PROJECT – CIVIL WORKS (Apsley Street to Skeena River Bridge)

Reference No. PWA-05-2210

### 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 <u>September 15<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's Initials\_\_\_\_\_

Tender. Our Tender Price is based on the estimated quantities listed in the Schedule of Quantities and Prices, and excludes GST.

### 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 Security in the amount of \$50,000.00 (CAD), in the form of a performance bond issued by a surety licensed to carry on the business of surety ship in the province of British Columbia, a certified cheque or letter of credit, 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, <u>then such failure or refusal will be deemed to be a refusal by</u> <u>us to enter into the Contract</u> 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	, 2022.				
Prime Contractor:						
(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)						

(AUTHORIZED SIGNATORY AND PRINT NAME)

#### SCHEDULE OF QUANTITIES

#### **APPENDIX 1**

ITEM #	ITEM DESCRIPTION	Unit of	Tender	Price per	PAYABLE
		Measure	Quantity	Unit \$	AMOUNT
1.0	General Requirements				
A)	MOBILIZATION/DEMOBILIZATION				
	Mobilization of equipment and materials to site. Removal of equipment and excess	L.S.	1	¢	¢
	materials at the end of project.	L.3.	1	$\phi$	$\phi$
<b>B</b> )	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 GENERAL REQUIREMENTS	\$			

#### **APPENDIX 1**

ITEM #	ITEM DESCRIPTION	Unit of Measure	Tender Quantity	Price per Unit \$	PAYABLE AMOUNT
2.0	Multi-use Pathway Construction				
A)	REMOVALS:				
i)	Concrete Sidewalk				
	Removal of existing sidewalk within construction limits and off-site disposal.	M2	250	\$	\$
ii)	Asphalt Pavement				
	Removal of existing asphalt pavement within construction limits and off-site disposal.	M2	1190	\$	\$
iii)	Concrete & Asphalt Curb				
	Removal of existing asphalt and concrete curb within construction limits and off-site disposal.	L.M	445	\$	\$
iv)	Asphalt Saw Cut				
	Saw cut asphalt in preparation for removal of existing asphalt edge and tie-in of new asphalt to curb.	L.M	1015	\$	\$
V)	Clearing and Grubbing				
	<i>Tree &amp; Vegetation removal within limits of construction, and disposal. Including debris in the existing ditchline.</i>	LS	1	\$	\$
B)	EXCAVATION:				
i)	Common Excavation - Off-site disposal				
	Remove required material to meet design subgrade widths and elevations, including: excavation, hauling, disposal off-site of excess material, and compaction of approved subgrade to 95% Modified Proctor density.	МЗ	380	\$	\$
ii)	Common Excavation - Landscaping Fill				
	Remove required material to meet design subgrade widths and elevations, including: excavation, and compaction of approved subgrade to 95% Modified Proctor density, and use as fill at Gateway feature location.	М3	240	\$	\$
iii)	Swales				
	Construct Swales to grades show on drawings. Ensure that swales are driveable across property entrances.	L.M	60	\$	\$
C)	GRANULAR SUBBASE:				
i)	Pathway Structure Subbase				
	Supply, place, grade, compact to specified density varying depth Pit-run or approved native fill from existing subgrade to underside of proposed granular base.	МЗ	130	\$	\$
D)	GRANULAR BASE:				
i)	Asphalt Pathway Base				
	Supply, place, grade, compact to specified density, 150mm deep, granular base material below proposed asphalt pathway (as per City of Terrace Standards), including paver boulevard . Prepare and maintain surface for paving.	МЗ	465	\$	\$
ii)	Curb/Concrete Base				

Tenderer's Initials: \_\_\_\_\_

#### SCHEDULE OF QUANTITIES

#### **APPENDIX 1**

ITEM #	ITEM DESCRIPTION	Unit of Measure	Tender Quantity	Price per Unit \$	PAYABLE AMOUNT
	Supply, place, grade, compact to specified density, 100mm deep below, and beside concrete curbs, and below concrete sidewalk (as per City of Terrace Standards). Prepare and maintain surface for curbing and concrete.	МЗ	214	\$	\$
<b>E</b> )	CURBING PREPARATION				
	Prepare, schedule and co-ordinate with the City of Terrace's Curbing contractor to install concrete curbs, including string-line preparation for curbing machine, supply and place barricades/signage for traffic control. 750m of Machine Curb, 40m of Hand form	L.S.	1	\$	\$
<b>F</b> )	PAVING PREPARATION:				
	Prepare, schedule and co-ordinate with the City of Terrace's paving contractor to install asphalt pavement, 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	\$	\$
G)	TRAFFIC SIGNS:				
	Supply and Install new signs on existing posts (3) Supply and Install New Signs on New Posts (Not Mounted to Traffic Poles) (14) Relocate existing signs and Posts with New Sleeve (1) Remove Existing Sign and Post (return to Public Works) (4)	L.S.	1	\$	\$
H)	FURNISHINGS/BOULEVARD				
i)	Concrete Barriers - Low height highway				
	Install Barriers at locations identified on construction drawings. (Supply by COT)	Each	128	\$	\$
ii)	Concrete Barriers - Low height highway (Bullnose)			·	
	Install Barriers at locations identified on construction drawings. (Supply by COT)	Each	53	\$	\$
iii)	Parking Curbs				
	Place parking curbs where identified on construction drawings and anchor to the ground with 30cm rebar lengths. (Supply by COT)	Each	11	\$	\$
	SUB TOTAL MULTI-USE PATHWAY CONSTRUCTION			·	\$

Tenderer's Initials: \_\_\_\_\_\_

#### SCHEDULE OF QUANTITIES

#### **APPENDIX 1**

ITEM #	ITEM DESCRIPTION	Unit of Measure	Tender Quantity	Price per Unit \$	PAYABLE AMOUNT
3.0	DRAINAGE				
A)	PIPE INSTALLATION:				
	Install storm pipe true to line and grade including excavation, backfilling, bedding, compaction, pipe, fittings, reducers and disposal of excess material (off site if necessary).				
i)	200 mm PVC (Supplied by COT)	L.M.	104	\$	\$
ii)	200 mm CSP (Supplied by COT)	L.M.	19	\$	\$
iii)	400 mm HDPE (Supplied by COT)	L.M.	6	\$	\$
B)	CATCHBASINS & CATCHBASIN MANHOLES:				
	Supply and 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.				
i)	Manhole: base, lid, slab, cover, and frame 1050mm - MMCD S1	Each	4	\$	\$
ii)	Catchbasins – MMCD S11	Each	3	\$	\$
iii)	Drywell : 1 Solid barrel, 2 Perferated barrel - COT STM.11	Each	1	\$	\$
	SUB TOTAL DRAINAGE				\$

#### SCHEDULE OF QUANTITIES

#### **APPENDIX 1**

ITEM #	ITEM DESCRIPTION	Unit of Measure	Tender Quantity	Price per Unit \$	PAYABLE AMOUNT
4.0	PROVISIONAL ITEMS				
	400mm HDPE CULVERT EXTENSION				
	Between new CB and Outflow, Install pipe true to line and grade including excavation, backfilling, bedding, compaction, fittings, Tie-into CB, outflow armoring. @ 11+065m & 10+923m		26	\$	\$
B)	EXCAVATION FOR LANDSCAPING				
	Remove existing ground in the identified areas to 0.40m depth to allow for shrub plantings and growth medium to be placed by Landscaping Contractor. Material shall be disposed of off-site.	МЗ	91	\$	\$
<b>C</b> )	REPLACE EXISTING SUB-BASE				
	If existing sub-base is deemed unsuitable for the curb, or the pathway structure, excavate and replace with an appoved sub-base fill as per COT Specifications.Volumes shall be tracked by survey.	М3	470	\$	\$
	SUBTOTAL PROVISIONAL ITEMS				\$
	T O T A L (Include Provisional Items)				\$

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### Appendix 2

### PRELIMINARY CONSTRUCTION SCHEDULE

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

- SUBSTANTIAL COMPLETION (98% Contract Completion):

ACTIVITY											
		1	2	3	4	5	6	7	8	9	10
Week ending Friday	DATE										

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TENDER FORM

### Appendix 3

### **EXPERIENCE OF SUPERINTENDENT**

NAME	Ξ:	 	 -
EXPEI	RIENCE:		
•	Dates:	 	
	Project Name:	 	 
	Responsibility:		
	References:	 	 
	Dates:	 	 
	Project Name:	 	 
	Responsibility:	 	
	References:	 	
	Dates:	 	 
	Project Name:	 	 
	Responsibility:	 	 
	References:		

TENDER FORM

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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 \_\_\_\_\_, 2022.

Contract: LAKELSE GATEWAY CONNECTION PROJECT (APSLEY STREET TO SKEENA RIVER BRIDGE)

**Reference No**. PWA-05-2210

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:

, <u>2022</u>

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 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

The Prime Contractor:

Attention: \_\_\_\_\_\_

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			
lity	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 City of Terrace Standard Detail Drawings;
- 8 City of Terrace Standard Construction Specifications;
- 9 City of Terrace 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.			
LAKELSE GATEWAY CONNECTION PROJE	LAKELSE GATEWAY CONNECTION PROJECT					
– PEDESTRIAN AND CYCLIST UPGRADES						
COVER PAGE	C00					
GENERAL NOTES – RFT	C01					
LEGEND	C02					
CIVIL						
PLAN AND PROFILE	C03 - C08					
STORM NETWORK PROFILES	C09					
CULVERT REPLACEMENT PROFILES	C10					
SPOT ELEVATIONS	C11 - C13					
TYPICAL SECTIONS	C14					
DETAILS	C15					
SIGNAGE AND PAVEMENT MARKINGS	C16 - C18					
SECTIONS	C19 – C21					
LANDSCAPING						
LANDSCAPING NOTES	L00					
LANDSCAPE SITE PLAN	L01					
GATEWAY AREA ENLARGEMENT	L02					
PLANTING ENLARGEMENTS	L03					
LANDSCAPE DETAILS	L04					

### 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: LAKELESE GATEWAY CONNECTION PROJECT - CIVIL	LWORKS
Address/Area of Project: LAKELSE AVENUE (APLSEY STREET TO SKEENA	RIVER BRIDGE)
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

aware of at this site. This form is not intended to instruct the contractor in now 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 Forn	<u>n</u>
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: LAKESLE GATEWAY CONNECTION PROJECT – CIVIL WORKS (APSLEY ST

TO SKEENA RIVER BRIDGE)

Tender Ref # <u>PWA-05-2210</u>

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

	Туре А	Prime Contractor Single Employer Workplace	
	Туре В	Prime Contractor – Multiple Employer Workplace / Includes Sub-Contractors	
	Туре С	No Prime Contractor Appointed - Municipal Qualified Coordinator	
Contr	actor		
Contr	actor Repre	esentative:	
Job T	itle		
Perso	on Designat	ted Responsible for Coordination of Safety	
Job T	itle	Contact #	
City o	of Terrace R	Representative	
Job T	itle	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.			

#### LAKELSE GATEWAY CONNECTION PROJECT (APSLEY TO SKEENA BRIDGE)

### 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 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

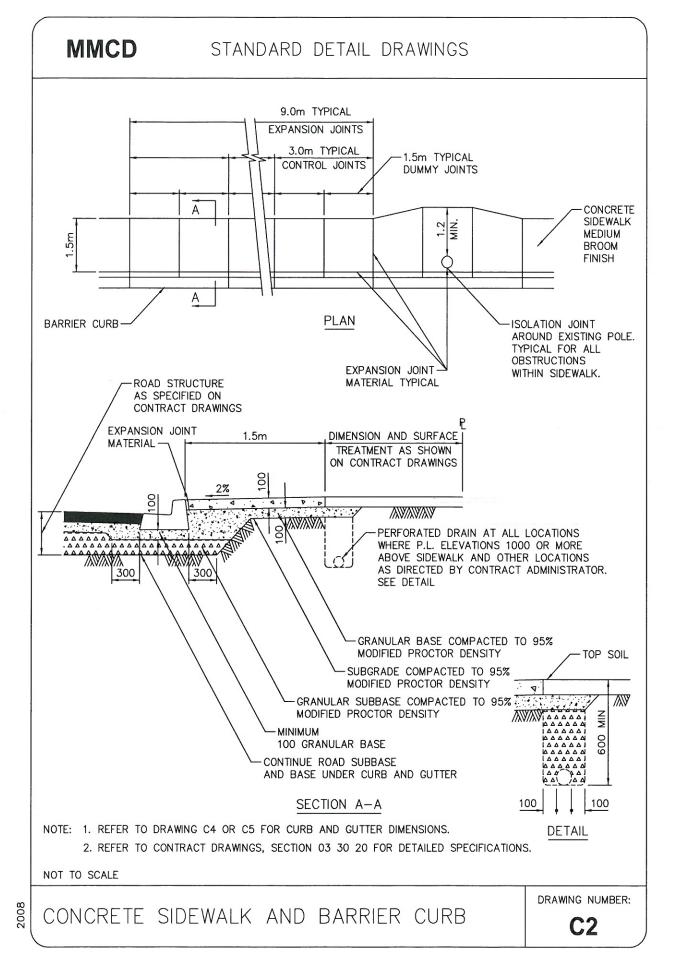
Identify and Comply with any and all applicable Acts, Regulations, Standards and Bylaws. The contractor shall also understand that the WCB OH&S Regulation and/or any other applicable Acts or standards supersede direction from the City and shall be adhered to at all times.	
Immediately notify The City 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	
Perform regular inspections and ensuring that all of their employees comply with any and all applicable Acts, Regulations Standards & Bylaws	

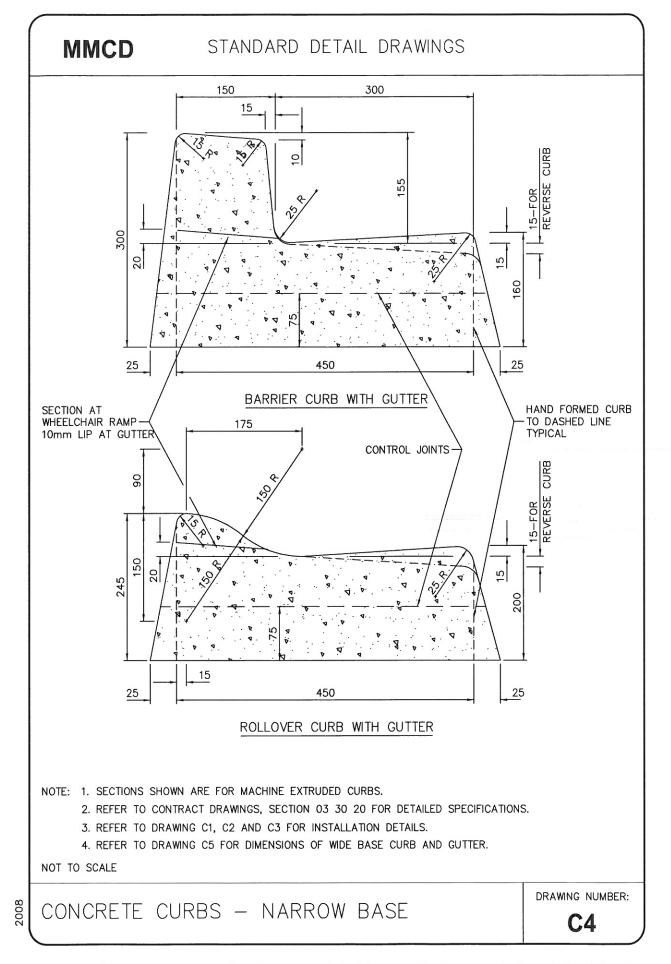
#### LAKELSE GATEWAY CONNECTION PROJECT (APSLEY TO SKEENA BRIDGE)

### CONTRACT AGREEMENT

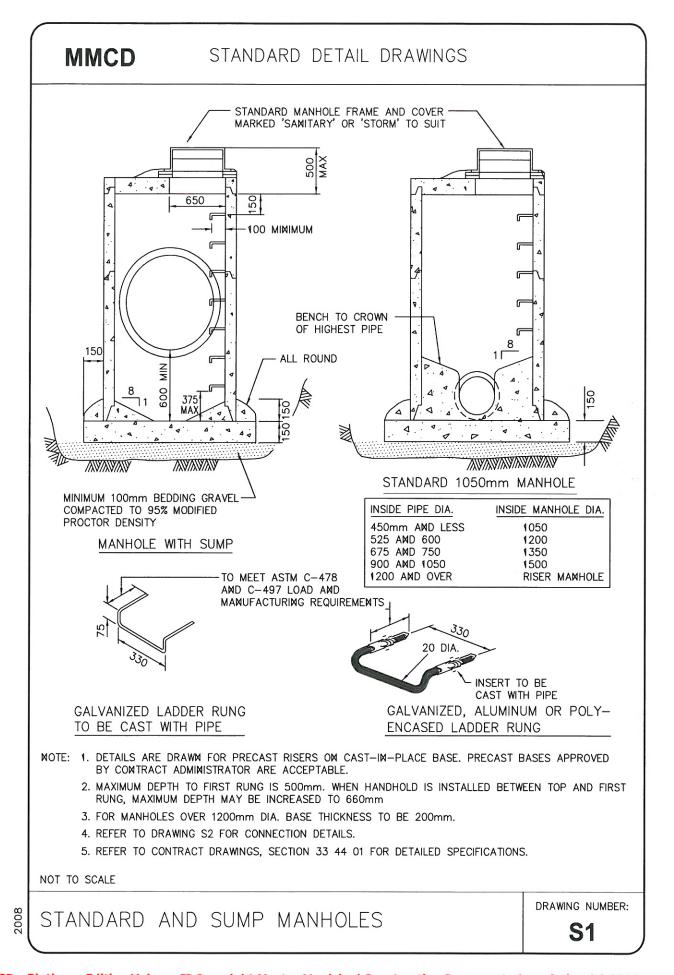
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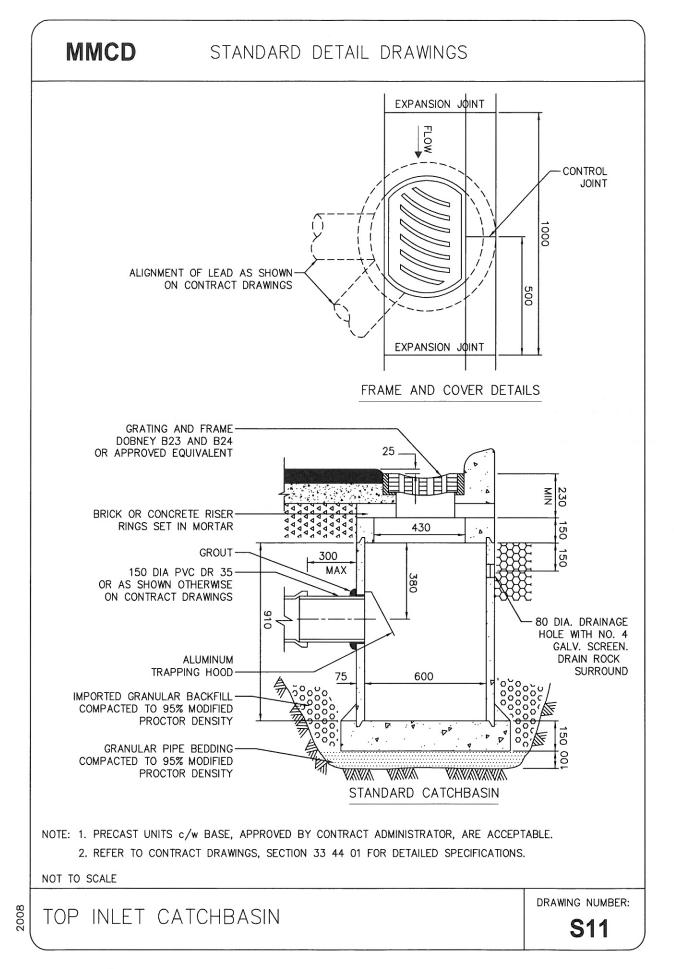
Notes/Follow-up:
Contractor Representative Name (print)
Contractor Representative Signature
City of Terrace Representative Name (print)
City of Terrace Representative Signature





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