

Village of New Denver

Slocan Avenue Watermain Looping

Reference No. 1479-042-002

CONTRACT DOCUMENTS

SET NO. _____

Owner:



Village of New Denver
115 Slocan Avenue, PO Box 40
New Denver, BC V0G 1S0

Contract Administrator:



TRUE Consulting
#2 – 860 Eldorado Street
Trail, BC V1R 3V4

September 2022
TRUE Ref: 1479-042-002

VILLAGE OF NEW DENVER - UNIT PRICE CONTRACT DOCUMENTS

Slocan Avenue Watermain Looping Reference No. 1479-042-002

CONTENTS

The complete **Village of New Denver Unit Price Contract Documents** are based on the Master Municipal Construction Documents (2019 Edition) and consist of the following parts:

1. Documents provided herein:

- Instructions to Tenderers, Part I
- Form of Tender
 - Appendix 1 - Schedule of Quantities and Prices
 - Appendix 2 - Preliminary Construction Schedule
 - Appendix 3 - Experience of Superintendent
 - Appendix 4 - Comparable Work Experience
 - Appendix 5 – Subcontractors
- Form of Agreement
 - Schedule 1 - Schedule of Contract Documents
 - Schedule 2 - List of Contract Drawings
- Supplementary General Conditions
- Supplementary Specifications
- Prime Contractor Designation Form
- Example Force Account Rate Schedule
- Contract Drawings

2. Documents that must be obtained by the Tenderer / Contractor:

- Master Municipal Construction Documents, 2019 Edition Volume II
(Available at MMCD website www.mmcd.net)
 - Instructions to Tenderers - Part II
 - General Conditions
 - Schedules and Diagrams
 - Standard Specifications
 - Standard Detail Drawings

(TO BE READ WITH “INSTRUCTIONS TO TENDERERS - PART II” CONTAINED IN THE EDITION OF THE PUBLICATION “MASTER MUNICIPAL CONSTRUCTION DOCUMENTS” SPECIFIED IN ARTICLE 2.2 BELOW)

Owner: **Village of New Denver**

Contract: **Slocan Avenue Watermain Looping**

Reference No.: **1479-042-002**

- 1.0 Introduction**
- 1.1 These Instructions apply to and govern the preparation of tenders for this *Contract*. The *Contract* is generally for the following work:
- Installation of approximately 230m of 200mm dia. PVC watermain, and associated fittings.
 - One fire hydrant assembly.
 - Temporary water servicing followed by reconstruction of water services to 3 residences.
 - Surface restorations including boulevard regrading and asphalt road crossing reconstruction.
- 1.2 Direct all inquiries regarding the *Contract*, to:
- Scott Wallace, PEng.**
- TRUE Consulting**
- Address:** #2 – 860 Eldorado Street, Trail, BC V1R 3V4
- Phone:** 250-368-8707
- Fax:** 250-368-8708
- Email:** swallace@true.bc.ca
- 2.0 Tender Documents**
- 2.1 The tender documents, which a tenderer should review to prepare a tender, consist of all the *Contract Documents* listed in Schedule 1 entitled “Schedule of Contract Documents”. Schedule 1 is attached to the Agreement which is included as part of the tender package. The *Contract Documents* include the drawings listed in Schedule 2 to the Agreement, entitled “List of Contract Drawings”.
- 2.2 A portion of the Contract Documents are included by reference. Copies of these documents have not been included with the tender package. These documents are the Instructions to Tenderers - Part II, General Conditions, Specifications and Standard Detail Drawings. They are those contained in the publication entitled “Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings”. Refer to Schedule 1 to the Agreement or, if not specified in Schedule 1, then the applicable edition shall be the most recent edition as of the date of the Tender Closing Date. All sections of this publication are by reference included in the Contract Documents.

2.3 Any additional information made available to tenderers prior to the *Tender Closing Time* by the *Owner* or representative of the *Owner*, such as geotechnical reports or as-built plans, which is not expressly included in Schedule 1 or Schedule 2 to 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, completeness and relevance to the *Contract*, and neither the *Owner* nor any representative of the *Owner* gives any guarantee or representation that the additional information is reliable, accurate, complete or relevant.

3.0 Submission of Tenders

3.1 Tenders and tender amendments may be submitted by electronically through BC Bid or as a hard copy in a sealed envelope to the Village.

3.2 To submit electronically, complete an electronic Submission using BC Bid. Only pre-authorized electronic bidders registered on the BC Bid system can make an electronic Submission using the BC Bid system.

3.3 To submit as a hard copy, submission must be received in a sealed envelope, marked on the outside with the above *Contract* Title and Reference No., at the office of the Village of New Denver.

Address: 115 Slocan Avenue, PO Box 40
New Denver, BC V0G 1S0

Fax: 250-358-7251 (for tender amendments only)

3.4 Tenders and tender amendments are to be received on or before:

Tender Closing Time: 2:00 pm local time

Tender Closing Date: Thursday, September 22, 2022

3.5 Late tenders will not be accepted or considered, and will be returned unopened.

4.0 Additional Instructions to Tenderers

4.1 Pre-Tender Meeting

An optional pre-tender meeting will be held on **Wednesday September 7, 2022 at 10:00 am** at the project site (meet at the corner of Slocan Avenue and Columbia Street). Design team members and Village staff will be available to answer questions regarding the tender. Any new information that is requested or generated will be included in an Addendum that will be issued at least three days prior to the Tender Close.

4.2 Construction Site Surface Features

As described in Instructions to Tenderers Part II, item 8.1, Tenderers are responsible to examine the *Place of Work* before submitting a tender. Further to that item, the existence and location of all surface features which may be encountered during construction are not guaranteed to be shown on the Drawings. Notwithstanding any other provisions of this

Contract, the *Contractor* shall be solely responsible for confirming the existence, extent and location of surface features either shown on the Drawings or not, and the effect they may have on the *Work*. Surface features to be confirmed as part of the tender preparation shall include but not be limited to utility poles, guy wires, overhead utility lines, retaining walls, trees, shrubbery, ornamental features, signs, walkways, fences, irrigation and utility boxes. Unless specifically noted otherwise, no additional compensation will be made for protection, restoration or removal of surface features affected by the *Work*, or for the effect they may have upon the *Work* itself.

4.3 Tender Review and Contract Award

As described in the Instructions to Tenderers Part II, the *Owner* will have regard for the information provided in the Appendices to the Form of Tender. Further to the IT Part II, item 5.3.2, the ‘Preliminary Construction Schedule’ provided with the tender must clearly indicate start and end dates of planned construction activities. A failure to clearly indicate the schedule will be grounds for the *Owner* to reject the tender.

4.4 Alterations to MMCD 2019 Edition Contract Documents

This contract contains numerous alterations to the *MMCD 2019 Edition Contract Documents*, as described further in the *Supplemental General Conditions*, *Supplemental Specifications*, and on the *Contract Drawings*. The *Contractor* awarded this contract should be aware that these alterations include but are not limited to the following:

- Construction Schedule completion dates are set by reference to Milestone Dates in the Form of Tender – Appendix 2.
- Requirement for submission of a SAC Performance Bond 2012.
- Requirement for submission of a Force Account Rate Schedule, for consideration by the Owner. Should the Owner decide that the Rate Schedule is unacceptable, then Force Account Rates will revert to those described in *General Conditions 10.1.1*.
- Clarification of Prime Contractor role via submission of ‘Prime Contractor Declaration’ form.

4.5 Construction Intent and Staging

The purpose of this project is to construct a watermain loop on the 600 Block of Slocan Avenue and the 700 Block of Columbia Avenue. In Spring 2023, the Village plans to commission new water supply wells and a pumpstation which will connect into the proposed watermain loop.

Three homes currently receive service from a small diameter watermain on Columbia Street. The exact location of this watermain is not known, but is expected to be in conflict with the proposed watermain loop. Accordingly, prior to construction of the proposed watermain on Columbia Street, a temporary overland water service is proposed to be installed in order to maintain service to the three impacted homes.

4.6 **Incidental Items**

The contract is intended to include all works necessary to complete the project scope. Any items incidental to the project scope as shown on the drawings or described in the contract documents are to be included in the unit prices on the Form of Tender.

This clause for inclusion of incidental items in the tender price will not invalidate the contract provisions in GC 11.0 for concealed or unknown conditions.

4.7 **Guidance to Communicable Disease Prevention**

As of April 8, 2022 employers are no longer required to have a COVID-19 Safety Plan and must follow communicable disease guidance instead. WorkSafe BC has provided guidance to communicable disease prevention, here:

<https://www.worksafebc.com/en/covid-19/covid-19-prevention>

As described in that provincial guidance, this includes:

- Implement policies to support workers who shows signs of a communicable disease so they can avoid being at the workplace when sick.
- Promote hand hygiene by providing hand hygiene facilities with appropriate supplies and reminding employees through policies and signage to wash their hands regularly and to use appropriate hygiene practices.
- Support employees in receiving vaccinations for vaccine-preventable conditions to the extent that you are able.

Section 4.85 of the Occupational Health and Safety Regulation does provide for a minimum standard around the provision of washrooms and hand washing facilities. Where plumbed facilities are impracticable, employers must provide access to portable washroom and hand-washing facilities. Those facilities must be maintained in good working order and must be provided with the supplies necessary for their use.

The impacts of COVID-19 continue to evolve; accordingly, if unavoidable or unforeseeable circumstances occur as a result of COVID-19, they will be managed with reference to General Conditions section 13.3 Unavoidable Delay and 13.4 Unforeseeable Market Conditions.

Owner: **Village of New Denver**
Contract: **Slocan Avenue Watermain Looping**
Reference No. **1479-042-002**

To Owner:

WE, THE UNDERSIGNED: 1.1 have received and carefully reviewed all of the *Contract Documents*, including the Instructions to Tenderers, the specified edition of the "Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings" and the following Addenda:

 _____ ;

(ADDENDA, IF ANY)

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

ACCORDINGLY WE HEREBY OFFER 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 achieve the *Milestone Dates*, including the dates for *Substantial Performance* and *Total Performance* of the *Work* as listed in Appendix 2 of this Form of Tender; 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 in 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*.

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.

WE CONFIRM: 4.1 that the following appendices are attached to and form a part of this tender:

4.1.1 the appendices as required by paragraph 5.3 of the Instructions to Tenderers – Part II; and

4.1.2 the *Bid Security* as required by paragraph 5.2 of the Instructions to Tenderers – Part II.

WE AGREE:

5.1

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

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

.1 a **SAC Performance Bond 2012** and a **Labour and Material Payment Bond**, each in the amount of 50% of the *Contract Price*, covering the performance of the *Work* including the *Contractor's* obligations during the *Maintenance Period*, issued by a surety licensed to carry on the business of suretyship in the Province of British Columbia, and in a form acceptable to the *Owner*;

.2 a *Baseline Construction Schedule*, as provided by GC 4.6.1;

.3 a "clearance letter" indicating that the tenderer is in WorkSafe BC compliance;

.4 a copy of the insurance policies as specified in GC 24 indicating that all such insurance coverage is in place;

.5 a signed "Prime Contractor Declaration" form confirming requirements of GC 21.2; and

.6 a "Force Account Rate Schedule" as described in SGC 10.1;

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 as required by GC 2.1.2.

WE AGREE:

6.1

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

6.1.1 fail or refuse to deliver the documents as specified by paragraph 5.1.1 of this Form of Tender; or

6.1.2 fail or refuse to commence the *Work* as required by the *Notice to Proceed*,

then such failure or refusal will be deemed to be a refusal by us to enter into the Contract and the *Owner* may, on written notice to us, award the *Contract* to another party. We further agree that, as full compensation on account of damages suffered by the *Owner* because of such failure or refusal, the *Bid Security* shall be forfeited to the *Owner*, in an amount equal to the lesser of:

- 6.1.3 the face value of the *Bid Security*; and
- 6.1.4 the amount by which our *Tender Price* is less than the amount for which the *Owner* contracts with another party to perform the *Work*.

OUR ADDRESS IS AS FOLLOWS:

Phone: _____

Fax: _____

Attention: _____

This Tender is executed this

_____ day of _____, 2022.

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Village of New Denver
Slocan Avenue Watermain Looping

See paragraph 5.3.1 of the Instructions to Tenderers – Part II.

All prices and *Quotations* including the *Tender Price* shall include all *Taxes*, but shall not include *GST*.
GST shall be shown separately.

Item #	Payment Section	Para	Item Description	Unit	Quantity	Unit Price	Amount
Division 01 - General Requirements							
01.1	01 33 01	1.8.2 SSpec	Survey Layout and Project Record Documents	LS	1		
01.2	01 53 01	1.9.2 SSpec	Mobilization / De-Mobilization	LS	1		
01.3	01 55 00	1.5.2 SSpec	Traffic Control, Vehicle Access and Parking	LS	1		
Division 31 - Earthwork							
31.1	31 11 01	1.4.1	Clearing and grubbing	LS	1		
31.2	31 23 01	1.10.4	Removal and disposal of existing watermain	lm	90		
31.3	31 23 01	1.10.9 SSpec	Pre-Expose and Confirm Location and Elevation of Existing Utilities	each	2		
31.4	31 24 13	1.8.4	Common Excavation, Asphalt Road Removal up to 100mm thick	m ²	315		
31.5	31 24 13	1.8.5	Common Excavation, Subexcavation up to 400mm thick under paved road	m ²	315		
31.6	31 24 13	1.8.5	Common Excavation, Subexcavation up to 100mm thick under gravel driveway/boulevard	m ²	250		
31.7	31 24 13	1.8.9	Subgrade Preparation including proof rolling	m ²	565		
Division 32 - Roads and Site Improvements							
32.1	32 11 16.1	1.4.3	Select Granular Sub-Base, 300mm Thickness	m ²	315		
32.2	32 11 23	1.4.2	Granular Base, 100mm Thickness (asphalt road)	m ²	315		
32.3	32 11 23	1.4.2	Granular Base, 100mm Thickness (gravel driveway)	m ²	250		
32.4	32 12 16	1.5.3	Asphalt Roadway, 65mm Thickness	m ²	315		
32.5	32 12 16	1.5.7	Sawcut asphalt roadway	lm	180		
32.6	32 91 21	1.4.1	Boulevard Restoration - Topsoil, 50mm thick	m ²	440		
32.7	32 92 19	1.8.1,2	Boulevard Restoration - hand seed	m ²	440		

Tenderer's Initials _____

Village of New Denver - Slocan Avenue Watermain Looping

Item #	Payment Section	Para	Item Description	Unit	Quantity	Unit Price	Amount
Division 33 - Utilities							
33.1	33 11 01	1.8.2 SSpec	Watermain, DR18 or DR25 PVC, 200mm dia.	lm	25		
33.2	33 11 01	1.8.16 SSpec	Watermain, DR25 PVC, 200mm dia. (owner supplied pipe)	lm	201		
33.3	33 11 01	1.8.2 SSpec	Watermain, DR18 PVC, 150mm dia.	lm	3		
33.4	33 11 01	1.8.3	Watermain Bend c/w Thrust Restraint, 200mm dia. ductile iron (11.25° to 90°)	each	3		
33.5	33 11 01	1.8.3	Supply and install gate valve, 200mm dia.	each	3		
33.6	33 11 01	1.8.3	Supply and install gate valve, 150mm dia.	each	2		
33.7	33 11 01	1.8.3	Watermain Reducer, 200x150mm dia.	each	1		
33.8	33 11 01	1.8.3	Watermain End Cap c/w Thrust Restraint, 200mm dia.	each	1		
33.9	33 11 01	1.8.3	Watermain Tee c/w Thrust Block, 200mm dia. and 150mm dia.	each	3		
33.10	33 11 01	1.8.4	Water Service 19mm dia. C904 PEX, including connection to existing service	each	3		
33.11	33 11 01	1.8.13	Watermain Tie-In to 200mm dia. watermain at Columbia Street and 6th Avenue intersection	LS	1		
33.12	33 11 01	1.8.13	Watermain Tie-In to 150mm dia. watermain at Kootenay Street and Slocan Avenue intersection	LS	1		
33.13	33 11 01	1.8.14	Fire hydrant assembly, including tee, lead and gate valve	each	1		
Contingency Allowance (See GC 1.19 and SGC 1.19.1)				allow.	1	15,000.00	15,000.00

Tender Price	
GST 5%	
Tender Price plus GST	

Tenderer's Initials _____

Village of New Denver
Slocan Avenue Watermain Looping

See paragraph 5.3.2 of the Instructions to Tenderers – Part II.

Indicate Schedule with bar chart with major item descriptions and time.

MILESTONE DATES:

Anticipated Contract Award: September 27, 2022
 Milestone 1 (watermain commissioned): December 15, 2022
 Milestone 2 (Substantial Performance): May 15, 2023
 Milestone 3 (Total Performance): May 31, 2023

ACTIVITY	CONSTRUCTION SCHEDULE							
	Oct '22	Nov '22	Dec '22	Jan '23	Feb '23	Mar '23	Apr '23	May '23
Preconstruction documents								
Mobilize								
Watermain construction								
Surface Restorations								
Completion documents								

Note: In the case of a discrepancy between the Preliminary Construction Schedule prepared by the Tenderer and the Milestone Dates prescribed by the Owner above, the Milestone Dates will govern.

Tenderer's Initials _____

Village of New Denver

Slocan Avenue Watermain Looping

See paragraph 5.3.3 of the Instructions to Tenderers – Part II.

Name: _____

Experience: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Tenderer's Initials

Village of New Denver
Slocan Avenue Watermain Looping

See paragraph 5.3.4 of the Instructions to Tenderers – Part II.

PROJECT	OWNER / CONTACT NAME PHONE and FAX	WORK DESCRIPTION	VALUE (\$)
	Owner / Contract _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Phone () _____ Fax () _____		
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	Owner / Contract _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Phone () _____ Fax () _____		

Tenderer's Initials _____

Village of New Denver
Slocan Avenue Watermain Looping

See paragraph 5.3.5 of the Instructions to Tenderers – Part II.

TRADE / TENDER ITEMS	SUBCONTRACTOR NAME	PHONE NUMBER
Watermain construction, Items 33.1 – 33.12		
Road paving, Items 32.4		

Tenderer's Initials

BETWEEN *OWNER* AND *CONTRACTOR*

This agreement made in duplicate this

_____ day of _____, 2022

Contract: **Slocan Avenue Watermain Looping**

Reference No. 1479-042-002

BETWEEN:

The **Village of New Denver**
(the "*Owner*")

AND:

(NAME AND OFFICE ADDRESS OF CONTRACTOR)

(the "*Contractor*")

The *Owner* and the *Contractor* agree as follows:

- Article 1 The Work Start / Completion Dates**
- 1.1 The *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 *Contractor* will commence the *Work* in accordance with the *Notice to Proceed*. The *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 the *Milestone Dates*, including *Substantial Performance* and *Total Performance* of the *Work* on or before the dates listed in Appendix 2 of the Form of Tender, 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.

Article 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 *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*.

Article 3 Contract Price

- 3.1 The price for the *Work* ("*Contract Price*") shall be the sum in Canadian dollars of the following:
- .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
 - .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 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 *Contractor* for the *Work* and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the *Work*.

Article 4 Payment

- 4.1 Subject to applicable legislation and the provisions of the *Contract Documents*, the *Owner* shall make payments to the *Contractor*.
- 4.2 If the *Owner* fails to make payments to the *Contractor* as they become due in accordance with the terms of the *Contract Documents* 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.

Article 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 *Owner*, *Contract Administrator* or *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*.

Article 6 Notices

6.1 Communications among the *Owner*, the *Contract Administrator* and the *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 *Owner*:

Village of New Denver

115 Slocan Avenue, PO Box 40

New Denver, BC

Fax: (250) 358-7251

Attention: Lisa Scott, Chief Administrative Officer

The *Contractor*:

Fax: _____

Attention: _____

The *Contract Administrator*:

TRUE Consulting

#2 – 860 Eldorado Street

Trail, BC V1R 3V4

Fax: (250) 368-8708

Attention: Scott Wallace, P. Eng.

6.2 A communication or notice that is addressed as above shall be considered to have been received

- .1 immediately upon delivery, if delivered by hand; or
- .2 immediately upon transmission if sent by fax and received in hard copy; or
- .3 after 5 Days from date of posting if sent by registered mail.

- 6.3 The *Owner* or the *Contractor* may, at any time, change its address for notice by giving written notice to the other at the address then applicable. Similarly if the *Contract Administrator* changes its address for notice then the *Owner* will give or cause to be given written notice to the *Contractor*.
- 6.4 The sender of a notice by fax assumes all risk that the fax is received in hard copy.

Article 7 General

- 7.1 This *Contract* shall be construed according to the laws of British Columbia.
- 7.2 The *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 ensure 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.

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Owner:

Village of New Denver

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

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.

NOTE: The documents noted with “*” are contained in the “Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings”, edition dated 2019. All sections of this publication are included in the Contract Documents.

- 1.1 Agreement, including all Schedules;
- 1.2 The following Addenda (ADDENDA # and Date, if any):

- 1.3 Supplementary General Conditions;
- 1.4 General Conditions *;
- 1.5 Supplementary Specifications;
- 1.6 MMCD Supplemental Updates (available at www.mmcd.net);
Supplemental Update 2022-04-07
Supplemental Update 2021-04-23
- 1.7 Specifications *;
- 1.8 *Contract Drawings* listed in Schedule 2 to the Agreement - “List of *Contract Drawings*”;
- 1.9 Standard Detail Drawings *;
- 1.10 Executed Form of Tender, including all Appendices;
- 1.10 Instructions to Tenderers - Part I;
- 1.11 Instructions to Tenderers - Part II *.

SUPPLEMENTARY GENERAL CONDITIONS



The General Conditions for this project are contained in the Master Municipal Construction Documents (MMCD) 2019 Edition Volume II, except as specified in the following Supplementary General Conditions. These Supplementary General Conditions take precedence over the applicable MMCD General Conditions.

1.0 DEFINITIONS

1.19 Contingency or Contingency Allowance

SGC 1.19.1 – Add the following:

The *Owner* will retain any unused portion of the *Contingency Allowance*, and the *Contractor* cannot make a claim for lost overhead or profit on the unused portion of the *Contingency Allowance*.

4.0 CONTRACTOR

4.3 Protection of *Work, Property and the Public*

SGC 4.3.4 - Add the following paragraph:

- (4) expose all connection points and crossing locations for proposed utilities that have reasonable potential to affect the design grades or alignments and notify the *Contract Administrator* of the exact location and elevation of the connection points and crossing utilities for design confirmation at least one week prior to construction at each site. If this confirmation is not completed as specified then the *Contractor* will not be eligible for any delay claims or extra costs incurred by conflicts or changes necessary to complete the related operations. Payment for pre-exposing of utilities will be incidental to payment for utility work unless shown otherwise in the Schedule of Quantities and Prices.

4.6 Construction Schedule

SGC 4.6 - Add the following sub-section:

4.6.8 Working hours shall be 7 am to 7 pm Monday to Saturday, with no work on Sundays or Statutory Holidays unless otherwise approved by the Contract Administrator.

4.12 Tests and Inspections

SGC 4.12 – Clarification of Testing Requirements and Responsibilities:

The *Contractor* shall conduct and pay for sufficient Quality Assurance testing to demonstrate that specific materials, products and workmanship are in strict conformance with the Contract Documents. For this project, expected materials testing shall include but not be limited to the following:

- Sieve analysis and proctors for all imported granular materials.
- Proctors for native trenching and general earthworks materials.
- Density testing of bedding, pipe surround, trench backfill, road gravels and general earthworks to confirm that the techniques and level of compaction effort is sufficient to meet the required specifications.

6.0 OTHER CONTRACTORS

SGC 6.4 - Add the following sub-section:

6.4 Shallow Utility Work By Others

- 6.4.1 Utility removal, relocation, adjustment or upgrading work may be required to be completed by others within the work area during the project. The *Owner* reserves the right to make changes in the design and scope of work as a result of conflicting utilities if required. Standard Contract clauses for Changes will apply.
- 6.4.2 The *Contractor* shall coordinate work with Municipal Utilities, Gas, Electrical and Communication Companies as required for any conflicts, adjustments or protective measures. The *Contractor* shall permit and accommodate other contractors or companies working within the site on shallow utility work or other utility improvements. *Contractor* shall remain the Prime Contractor as per GC 21.2.

9.0 VALUATION OF CHANGES AND EXTRA WORK

9.5 Adjustments of Contract Time

SGC 9.5.3 - Delete 9.5.3 and replace with the following:

- 9.5.3 The *Construction Schedule* shall include allowance for all *Optional Work* unless specified otherwise in the *Contract Documents*. If the Contract Administrator authorizes *Optional Work* pursuant to GC 7.4.1 then the related Change Order shall **not** include any adjustment to the Contract Time.

10.0 FORCE ACCOUNT

10.1 Force Account Costs

SGC 10.1 – Add the following subsections:

- 10.1.2 Within 15 *Days* of receipt of the written *Notice of Award*, the *Contractor* shall deliver a **Force Account Rate Schedule** to the *Owner*. The Force Account Rate Schedule shall include hourly rates for all Labour and Equipment intended to be used in completion of the works. These hourly rates are to be 'all-inclusive', or 'all-found'. Labour rates are to be inclusive of wages, insurance, holiday pay, benefits, small tools, overhead, and profit. Equipment rates are to be inclusive of operator, overhead, and profit.

If the *Owner* is in agreement with the **Force Account Rate Schedule** as submitted, written acceptance will be given by the *Contract Administrator*, and the payment for *Force Account Work* shall be calculated based on the rates included in the **Force Account Rate Schedule** instead of the rates noted in General Conditions item 10.1.1.

However, if the *Owner* does not agree to the rates shown in the **Force Account Rate Schedule**, or if the *Contractor* utilizes Labour, Equipment, or Subcontractors whose rates are not shown in the **Force**

Account Rate Schedule, then MMCD items 10.1.1 (1), (2), (3), and (4) will be used to determine applicable payment for *Force Account Work*.

18.0 PAYMENT

18.6 Substantial Performance

SGC 18.6.4 – Delete GC 18.6.4 and replace with the following:

18.6.4 The *Contract Administrator* shall include the date of *Substantial Performance* in the *Certificate of Substantial Performance*. The date for *Total Performance* shall be the set number of *Days* after *Substantial Performance* as listed in Appendix 2 of the *Form of Tender*, unless otherwise agreed by the *Contract Administrator*.

SGC 18.6.5 – Add the following:

The *Contract Administrator* shall prepare a *Payment Certificate* for release of the lien holdback and the amount shall be due and payable in accordance with GC 18.5.1.

18.7 Total Performance

SGC 18.7.4 – Add the following clause:

18.7.4 If *Total Performance* is not achieved on the date as outlined in SGC 18.6.4, upon written notification to the *Contractor*, the *Owner* may complete or cause to be complete any and all outstanding deficiencies. All resulting costs incurred by the *Owner* in completing the *Work*, including administration and inspection costs, will be deducted from the amounts owing by the *Owner* to the *Contractor*.

21.0 WORKERS COMPENSATION REGULATIONS

21.2 Contractor is "Prime Contractor"

SGC 21.2.2 - Add the following:

21.2.2 Prior to issuance of the Notice to Proceed, the *Contractor* shall sign and submit a Prime Contractor Agreement form (to be provided by *Contract Administrator*), acknowledging acceptance and understanding of the requirements and obligations of the Prime Contractor role. If at any time the *Contractor* believes he is no longer acting as the Prime Contractor, due to multiple contractors or other factors, written notification must be provided by the *Contractor* to the *Contract Administrator*. An investigation will then be completed and the Prime Contractor status will be confirmed or amended as warranted.

22.0 INDEMNIFICATION

22.1 Contractor to Indemnify

SGC 22.1.2 - Add the following:

22.1.2 The *Contractor* shall indemnify the *Owner* from third party liability with respect to health care costs recoverable under the *Health Care Costs Recovery Act* arising out of the *Contractor's* performance of the Contract Work.

26.0 EARLY USE OF THE WORK

26.3 Effect on Maintenance Period

SGC 26.3 - Delete GC 26.3.1 and replace with the following:

26.3.1 There will be no effect on the *Maintenance Period* if the *Owner* takes over and begins to use a portion of the *Work* before *Substantial Performance* is achieved. The *Maintenance Period* for all *Work* shall commence from the date of *Substantial Performance* of the *Contract*.

SUPPLEMENTARY SPECIFICATIONS

The Construction Specifications for this project are contained in the Master Municipal Construction Documents (MMCD) 2019 Edition Volume II, except as specified in the following Supplementary Specifications. These Supplementary Specifications take precedence over the applicable MMCD Specifications.

CONTENTS

Project Specific Supplementary Specifications	No. of Pages
Section 01 10 00S Modifications to MMCD Specifications	6

INSTRUCTIONS TO TENDERERS – PART II

12.0 Amendment of Tenders, Replace the following paragraphs:

12.1 A tenderer may amend or revoke a tender by giving written notice, delivered by hand, mail, or fax, to the office referred to in section 3.0 of the Instructions to Tenderers – Part I, at any time up until the *Tender Closing Date and Time*. An amendment or revocation that is received after the *Tender Closing Date and Time* shall not be considered and shall not affect a tender as submitted.

12.3 If a tender amendment or revocation is sent by fax or email the tenderer assumes the entire risk that equipment and staff at the office referred to in section 3.0 of the Instructions to Tenderers – Part I will properly receive the fax or email containing the amendment or revocation before the *Tender Closing Date and Time*. The *Owner* assumes no risk or responsibility whatsoever that any fax will be received as required by paragraph 12.1 of these Instructions to Tenderers – Part II, and shall not be liable to any tenderer if for any reason a fax is not properly received.

Section 01 33 01 Project Record Documents

1.7 Recording Actual Site Conditions, Add the following:

.5 Survey layout and as-built pick-up for all Work shall be the Contractor's responsibility. The Contract Administrator will provide a digital base plan in AutoCAD format, including survey control points and bench marks. The Contractor's surveyor shall locate, confirm and protect control points and preserve permanent reference points during construction, including property pins and survey monuments.

.6 Contractor to complete and submit a complete digital survey of all Work in AutoCAD format prior to Substantial Performance. Survey data shall include all visible and nonvisible construction items, including but not limited to valves, hydrants, blow-offs and curb stops. The survey shall include buried items, such as pipe inverts, bends, deflections and pipe crossings.

.7 The Contractor shall be responsible for the cost of verifying non-disturbance or replacing any legal survey pins or monuments damaged during construction operations. In the event that the Contractor requires the removal of any legal survey markers for the purpose of the Work, the Contractor must receive written consent from the Contract Administrator and the pin must be adequately referenced by a BCLS prior to removal.

1.8 Payment, Add the following:

.2 *Survey Layout and Project Record Documents* is a lump sum item and will be paid 50% with the first progress payment and 50% after submission of the final Project Record Documents. The work shall be in accordance with Section 01 33 01.

Section 01 52 01 Temporary Structures – Site Office

Delete 1.3.1, no Site Office is required for the Contract Administrator.

Section 01 53 01 Temporary Facilities

1.5 Site Storage, Add the following:

.3 The Contractor can use a designated space in the road boulevard of the project area for temporary material and equipment storage.

1.9 Payment, Add the following:

.2 Payment for *Mobilization / De-Mobilization* is a lump sum item and will be paid 50% with the first progress payment and 50% with final progress payment after Total Performance has been achieved. The second 50% amount will not factor into the calculation for determination of Substantial Performance.

Section 01 55 00 Traffic Control, Vehicle Access and Parking

1.4 Traffic Control, Add the following:

.14 The Contractor will be required to provide a Traffic Control Plan for each stage of construction, as described in the MoTI Traffic Control Manual for Work on Roadways (latest edition). Traffic Control Plans shall be prepared or reviewed and approved by a Professional Engineer with traffic experience or a Professional Traffic Operations Engineer (PTOE). The Traffic Control Plan must be submitted to the Contract Administrator for review and approval 5 working days prior to commencement of work in each stage.

.15 All construction signage and traffic control must be in compliance with the Contract Documents, local bylaws, MOTI Manual and as directed by the Contract Administrator. All signage, barricades, delineators and garments must comply with MoTI Technical Circular T09-05 for Retro-Reflectivity.

.16 The Contractor shall designate a Traffic Control Supervisor responsible for site safety (pedestrian, cyclist and vehicles) with specific training as identified in the MoTI Traffic Control Manual. The Traffic control Supervisor and the Site Inspector will review signage identified in the Contractor's Traffic Plan prior to construction on each stage and on a daily basis. The Traffic Control Supervisor shall maintain a Traffic Control Log Book as required by the MoTI Manual to facilitate a safe traffic control system for dynamic and static construction zone operation.

.17 The Contractor shall provide additional written notice to residents and businesses one day prior to access closures or restrictions. The content and form of the written notifications shall be reviewed and approved by the Contract Administrator prior to delivery.

.18 Emergency access and pedestrian access to all businesses and residences shall be maintained at all times.

.19 The 700 Block of Columbia Street road corridor can be closed to the general public during construction of the watermain in that corridor.

.20 The Regional District of Central Kootenay's recycling depot is located on the southern side of the 600 Block of Slocan Avenue. Public vehicle access to the recycling depot must be maintained when the recycling depot is open (Tuesdays, Thursdays and Saturdays from 10am to 4pm).

- .21 Vehicle access for local properties through the project site shall not be interrupted for more than 48 hours at a time. Access to those properties is to be reinstated at the end of each 48 hour period unless otherwise approved by the Contract Administrator. Suitable access shall have a minimum lane width of 3.0m and be defined as a bladed and comfortable driving surface, free of potholes and other impediments, sufficient to accommodate a standard two-wheel drive passenger vehicles at a speed of 20 km/h.
- .22 The Contractor shall provide daily/weekly notification and coordination with all emergency and public services, including but not limited to fire, police, and ambulance.
- .23 The Contractor shall make provision at all times for adequate separation between public and work area hazards, active and inactive, such as construction equipment, excavations and equipment by means of delineation, barricades and fencing. Applicable traffic control devices used for night time service must have ASTM9 equivalent or diamond grade equivalent reflectivity and flashing beacons. Where equipment enters or exists in the work area, Traffic Control Persons shall be used.
- .24 The Site Inspector is to approve any trenches left open overnight. These trenches shall be fenced with 1.8m high metal fencing, in conjunction with reflectorized signs, barricades and flashers. Any trenches left open overnight shall not disrupt access to or cause any other service inconvenience to any dwelling, business or pedestrian walkway.
- .25 The Contractor shall utilize H-20 traffic load steel plates for emergency crossings or other short term trench or excavation crossings required for access purposes.
- .26 Traffic interruptions are not permitted on Highway 31A.
- .27 All regulatory signs that are affected by the work must be removed and replaced by the road jurisdiction crews only (i.e. stop signs, speed zone signs, etc.). Contractor to provide 7 days written notice to Contract Administrator for sign removal.
- .28 All affected roads shall be swept and have dust control applied as conditions warrant or as directed by the Contract Administrator.
- 1.5 Payment, Add the following:**
 - .2 *Traffic Control, Vehicle Access and Parking* is a lump sum item and will be paid as a percentage of the completed contract work. The work shall be in accordance with the Specifications and Traffic Control Plan.

Section 01 57 01 Environmental Protection

1.4.3 Pollution Control, Add the following:

- .5 Ensure proper containment and disposal of concrete wash water.
- .6 Ensure a Spill Contingency Plan is in place prior to commencement of construction activities. Spill Contingency Plan shall include the following:
 - .1 Provisions for secondary containment for all stationary bulk fuelling tanks, equipment washing and maintenance areas. Secondary containment for fuelling tanks must be a minimum 110% of the volume of the tank or 40% of the volume of all the containers stored, whichever is the greater volume.

- .2 Spill Kits and protective equipment that include adsorbent pads, booms, etc. for containing and mopping up small spills, and gloves, coveralls, shovels, containers, etc. to use to mop up spilled substances.
- .3 Segregation and disposal procedure (or contingency plan) for contaminated soils and/or contaminated groundwater.
- .4 Reporting procedure that includes “reportable volumes” and numbers to call in the event of a spill. For example, spills of oil or diesel fuel equal to or in excess of 100 L must be reported to the Provincial Emergency Program (PEP) at 1.800.663.3456.

When calling PEP be prepared to answer the following:

- your name and contact phone number;
 - name and telephone number of the person who caused the spill;
 - location and time of the spill;
 - type and quantity of the substances spilled;
 - cause and effect of the spill;
 - details of action taken or proposed;
 - description of the spill location and surrounding area;
 - names of agencies on scene; and
 - name of other persons or agencies advised concerning the spill.
- .5 Small spills below Provincial reporting thresholds may be dealt with by the Contractor provided equipment is available to contain and clean-up the spilled substances and all soils affected by the soil. Any spill to a surface water or sewer utility must be reported using 911 in emergency situations where response times are critical.

Section 01 58 01 Project Identification

Delete 1.2.2.1 Public Notice and replace with the following:

- .1 The Contractor shall be responsible for notifying, in writing, all residents and businesses affected by the proposed construction within the project limits and affected area. This notification shall be done on a block by block basis, with each occupied parcel contacted 7 days in advance of construction in the particular area or block. The content and form of the written notification shall be reviewed by the Contract Administrator and the Contractor shall incorporate any modifications or comments made into notification prior to issuance. The notice shall include an invitation for affected owners and residents to meet the Contractor’s Superintendent and the Contract Administrator at a brief street meeting prior to the commencement of the work. Suggested time for the residential street meeting is 6:00pm to 6:30pm.

Section 31 05 17 Aggregates and Granular Materials

1.3 Approvals, Add the following:

- .5 Crushing and /or screening of granular aggregates for this or other projects shall not be permitted within the project area or on any road rights-of-way.

Section 31 15 60 Dust Control

1.0 GENERAL, Add the following:

.3 The Contractor is responsible for dust control. The Contractor must maintain adequate dampness on all “disturbed” areas so as to prevent unacceptable dust levels. Dust levels will be deemed unacceptable if the Contract Administrator deems them unacceptable. Water for dust control (as well as water for material compaction) will be made available at no cost to the Contractor from the following locations:

- A fire hydrant in the Village of New Denver at the intersection of Slocan Avenue and Bellevue Street (adjacent to the fire hall).

The Contractor is to supply a lockable double-check backflow preventer device with 65mm diameter isolation gate valve for connection to a Village of New Denver fire hydrant.

Section 31 23 01 Excavating, Trenching and Backfilling

1.7 Disposal, Add the following:

.2 Excess clean excavated material not exceeding 300mm in maximum dimension and generated during construction of the work (not including topsoil) may be stockpiled at a designated location in the Slocan Avenue road boulevard as shown on the drawings, for future use by the Village.

Waste asphalt and concrete removed during construction will be accepted for disposal at the ‘Lindstein gravel pit’ located on District Lot 8424, Kootenay Land District; approximately 4.5km south of Silverton, above Bannock Point Recreation Site.

.3 Asbestos Cement (AC) pipe shall be separated from other waste and removed and disposed of at the Contractor’s expense in accordance with WorkSafeBC requirements and Special Waste Provisions of the Waste Management Act.

1.10 Measurement and Payment, Add the following:

.9 *Pre-Expose and Confirm Location and Elevation of Existing Utilities* includes vacuum or hand excavating to expose and locate existing utilities in specified areas; accurately measuring the location and elevation of the exposed utility and providing this information to the Contract Administrator at least three (3) days prior to construction; and backfilling, grading, and compacting with approved native material. There are two (2) locations specified for pre-exposing existing utilities:

- Watermain tie-in near the Kootenay Street and Slocan Avenue intersection.
- Watermain tie-in near the Columbia Street and 6th Avenue (Highway 31A) intersection.

Measurement for payment will be by physical count of utilities exposed and located in specified locations. Notwithstanding this pay item, the Supplemental General Condition SGC 4.3.4, paragraph (4) is still valid for any unspecified locations not outlined above.

Section 33 11 01 Waterworks

1.7.3 Scheduling of Work, Delete and replace with the following:

- .3 Notify the Contract Administrator a minimum of 72 h in advance of any interruption in service. Notify affected residents and businesses a minimum of 24 h in advance of any interruption in service.

1.7.4 Scheduling of Work, Delete and replace with the following:

- .4 Do not interrupt water service for more than 3 hours and confine this period to between 8am and 4pm. An exception to this prescribed maximum service interruption duration is to accommodate the two watermain tie-ins; an 8 hour shut-down will be allowed for each of those connections. Water service interruptions are only permitted Monday through Friday, not including statutory holidays.

1.8 Measurement and Payment

- .2 Watermain and service connection, Replace with the following:

Payment for watermain and water service piping includes saw cutting pavement, trench excavation, disposal of surplus excavated material, bedding, supply and installation of all pipe, bolts, gaskets and tie rods, native backfill, cleaning, pressure and leakage testing, flushing, disinfection and bacteriological sampling and testing (in accordance with Section 33 11 01, part 3.24). Surface removals and restoration is covered by other payment items. Measurement for watermain will be made along the centrelines of trenches, through valves and fittings, with no deduction for length of valves or fittings, over surface after work has been completed.

1.8 Measurement and Payment, Add the following:

- .16 *Watermain, DR25 C900 PVC, 200mm dia. (Owner supplied pipe)*, includes the following:

Payment for watermain and water service piping includes saw cutting pavement, trench excavation, disposal of surplus excavated material, bedding, supply and installation of all bolts, gaskets and tie rods, native backfill, cleaning, pressure and leakage testing, flushing, disinfection and bacteriological sampling and testing (in accordance with Section 33 11 01, part 3.24). Surface removals and restoration is covered by other payment items.

Watermain pipe will be supplied by the Village of New Denver for installation by the Contractor. The Contractor will be responsible for cleaning the pipe interiors by swabbing to remove dust and debris prior to installation. The pipe is available for pickup by the Contractor from the Village reservoir located at the south end of Denver Canyon Road, here:

<https://goo.gl/maps/8Zd8pBKL9K2Hbdyx8>

Measurement for watermain will be made along the centrelines of trenches, through valves and fittings, with no deduction for length of valves or fittings, over surface after work has been completed.

3.24 Bacteriological Sampling and Testing, Add the following:

- .1 Bacteriological tests shall be as per the current ANSI/AWWA C651 Standard for Disinfecting Water Mains. It is the *Contractor's* responsibility to sample for and complete bacteriological testing. All associated costs are to be borne by the *Contractor*.

Quoting from AWWA C651-14, Section 5: Verification:

“Option A: Before approving a main for release, take an initial set of samples and then resample again after a minimum of 16 hr using the sampling site procedures outlined. Both sets of samples must pass for the main to be approved for release.

PRIME CONTRACTOR DESIGNATION FORM



PRIME CONTRACTOR DECLARATION

PROJECT: _____

LOCATION(S): _____

This declaration is a WorkSafe BC (formally Workers' Compensation Board) requirement for work on road allowances, and City-owned properties, projects, and developments.

As per the requirements of the Workers' Compensation Act Part 3, Division 3, Section 118 (1-3) which states:

Coordination of multiple-employer workplaces:

118 (1) *In this section:*

"multiple-employer workplace" means a workplace where workers of 2 or more employers are working at the same time;

"prime contractor" means in relation to a multiple-employer workplace;

(a) *the directing contractor, employer or other person who enters into a written Agreement with the owner of that workplace to be the prime contractor for the purposes of this Part, or*

(b) *if there is no Agreement referred to in paragraph (a), the owner of the workplace.*

(2) *The prime contractor of a multiple-employer workplace must*

(a) *ensure that the activities of employers, workers and other persons at the workplace relating to occupational health and safety are coordinated, and*

(b) *do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulation in respect to the workplace.*

(3) *Each employer of workers at a multiple-employer workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer's workers at that workplace.*

By signing this Agreement, the undersigned accepts all responsibilities of a Prime Contractor as outlined in the Workers' Compensation Act, and WorkSafe BC (OH&S Regulation).

As a contractor signing this Agreement, you are agreeing that your Company, Management staff, Supervisory staff and workers will comply with the Work Safe B.C. Occupational Health and Safety Regulations OH&S Regulations and the Workers' Compensation (WC) Act.

Any penalties, sanctions or additional costs levied against the municipality, as a result of the actions of the Prime Contractor are the responsibility of the Prime Contractor.

I, the undersigned, acknowledge having read and understand the information above.

By signing this Agreement, I agree as a representative of the firm noted below, to accept all responsibilities of the Prime Contractor for this project.

I fully understand and accept the responsibilities of the Prime Contractor designation in accordance with the Workers' Compensation Act for all work on road allowances, rights-of-way in favour of the municipality and municipal-owned property; as described above, and will abide by all WorkSafe BC Regulation requirements.

Municipal File #: _____ WorkSafe B.C. Notice of Project No.: _____

Company: _____ Date: _____

Authorized Rep.: _____ Signature: _____

FORCE ACCOUNT RATE SCHEDULE - EXAMPLE



Village of New Denver – Reference No. 1479-042-002

See paragraph 5.1.1.6 of the Form of Tender.

Within 15 Days of receipt of the written *Notice of Award*, the *Contractor* shall provide hourly rates for all Labour and Equipment intended to be used in completion of the works. These Hourly Rates are to be 'all-inclusive', or 'all-found'. Labour rates are to be inclusive of wages, insurance, holiday pay, benefits, small tools, overhead, and profit. Equipment rates are to be inclusive of operator, overhead, and profit.

LABOUR	
CLASSIFICATION BY TRADE	ALL-INCLUSIVE HOURLY RATE
Superintendent	
Foreman	
Surveyor	
Pipe Layer	
Labourer	
Carpenter	
Electrician	
Plumber	

EQUIPMENT		
TYPE	UNIT AND MODEL DESCRIPTION	ALL-INCLUSIVE HOURLY RATE
Backhoe		
Excavator		
Excavator		
Tractor (Dozer)		
Truck and Pup		
Roller		
Crane		

Contractor's Initials _____

CONTRACT DRAWINGS

