

**TERRACEM BASE STABILIZATION AND GRADED AGGREGATE  
SEAL CONTRACT**

M.D. of Wainwright No. 61

The Municipal District of Wainwright No. 61 invites Proposals for its 2015 Terracem Base Stabilization and Graded Aggregate Seal project on 2 separate projects totaling approximately 12.65 km in length. Interested contractors are invited to review the detailed project package for additional information. The package may be obtained at the M.D. office, 717 – 14<sup>th</sup> Avenue, Wainwright, Alberta during regular business hours.

The M.D. of Wainwright reserves the right to waive informalities in, or reject any or all proposals, or accept the proposal deemed most favorable in the interest of the M.D. The lowest or any proposal may not necessarily be accepted.

Submissions marked “2015 Terracem Project” will be accepted until 11:00 a.m. April 15, 2015 at the address indicated below.

For additional information or questions please contact Mark Greibrok, Director of Road Construction at 780-842-4024.

**Municipal District of Wainwright No. 61  
717 – 14<sup>th</sup> Avenue  
Wainwright, Alberta  
T9W 1B3**

**Municipal District of Wainwright No. 61**

**2015**

**Terracem Road Base Stabilization and  
Graded Aggregate Seal  
CONTRACT**



Municipal District of Wainwright No. 61  
717 – 14th. Avenue, Wainwright, Alberta  
T9W 1B3

**THIS CONTRACT** made the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**BETWEEN:**

**M.D. WAINWRIGHT NO. 61**  
(hereinafter referred to as the "M.D.")

OF THE FIRST PART

- and -

(hereinafter referred to as the "Contractor")

OF THE SECOND PART

**WHEREAS** the M.D. requires the Contractor to perform certain work as outlined in this contract, which work is to be performed within the M.D. and more particularly described as follows, namely Terracem Road Base Stabilization and Graded Aggregate Seal (hereinafter referred to as "the Work");

**AND WHEREAS** the Contractor is qualified or has in its employment personnel qualified to perform the required Work;

**NOW THEREFORE**, in consideration of the promises, mutual terms, covenants and conditions contained herein, the parties hereto agree as follows:

1. The M.D. hereby retains the Contractor and the Contractor hereby accepts such retainer to provide the Work, which includes, but is not limited to the following, namely:
  - a) The Work, in general terms, shall consist of:
    - (i) The Contractor shall conduct the work as per the attached Project Description (Schedule "A"), Terms of Reference (Schedule "B"), Supply Formula (Schedule "C"), Proposal Summary Sheet (Schedule "D"), Special Provisions (Schedule "E") and the maps (Maps 1 & 2) attached to this contract.
    - (ii) The Contractor shall commence work near the start of June 2015.
    - (iii) The Contractor shall ensure the safety of its workers.
2. The Contractor will provide qualified employees to provide the Work required under this Contract. The obligations of the Contractor performed pursuant to this Contract shall only be performed by the Contractor or an employee or a party acting on behalf of the Contractor who has been approved in advance in writing by the M.D., such approval which

may be arbitrarily withheld and which may be terminated or revoked at any time in the discretion of the M.D.

3. In carrying out its obligations hereunder, the Contractor shall be bound by and observe all applicable federal, provincial and municipal legislation and related regulations, which, without limiting the generality of the foregoing, shall comply with the provisions of the *Occupational Health and Safety Act*, R.S.A. 2000, Chapter 0-2 and amendments thereto and Regulations thereunder or any successive legislation, and shall at all times ensure that all employees and Sub-Contractors at the site(s) where the Work is being performed comply with the requirements of the *Occupational Health and Safety Act*, and Regulations thereunder. The Contractor shall be the general representative and agent to the M.D. for the purposes of ensuring compliance with safety regulations for both its own employees and those of any Sub-Contractors. The Contractor shall bring to the attention of Sub-Contractors the provisions of the *Occupational Health and Safety Act* and Regulations thereunder. The Contractor acknowledges that he is an "employer" as defined in the *Alberta Occupational Health and Safety Act*. For the purposes of the Contract, the Contractor is assigned the role of Prime Contractor, pursuant to the *Occupational Health and Safety Act* for the Work site and is responsible for ensuring compliance with the *Occupational Health and Safety Act* by all employers and employees on the Work site.
4. Prior to commencing the Work described hereunder and prior to receiving any payment, the Contractor shall provide evidence of compliance with all requirements of the Province of the place of the Work with respect to Workers' Compensation including payment due thereunder. At any time during the term of this Contract, when requested by the M.D.'s representative, the Contractor shall provide such evidence of compliance by himself and any or all of his Sub-Contractors.
5. The term of the Contract shall be from the date of its final signing to September 1, 2015 (hereinafter referred to as the "Term"). This should be considered the project completion date.
6. The Contractor will submit monthly progress payment applications for the amount of Work performed by the Contractor during that given month (if applicable).

7. In consideration of the proper performance by the Contractor of the Work pursuant to this Contract, and subject to verification of the actual Work performed by the Contractor, the M.D. shall pay the Contractor the amount set out in the Contractor's invoice, less applicable holdback as provided for in the Alberta *Builders' Lien Act*, within thirty (30) days from the date of receipt of an invoice from the Contractor. The MD will make monthly payments in Canadian funds to the Contractor on account of the Contract Price. The amounts of such payments shall be based on actual progress less holdback as certified by the MD or the MD's Consultant.
8. If any work remains incomplete after the specified or adjusted completion date, the Contractor agrees to pay the M.D. an amount of \$1,000.00 per day, for each and every day beyond the specified or adjusted completion date that the work remains incomplete.

The M.D. will deduct assessed liquidated damages from payments due on this Contract. If there are insufficient funds to cover the liquidated damages, the M.D. will invoice the Contractor. The Contractor shall promptly pay the amounts invoiced. Should any Liquidated Damages remain unpaid after 30 days for the date of the invoice, the M.D. may recover the unpaid sum from any money due the Contractor on other Contracts or Accounts.

9. Payment for the performance of the Work by the Contractor shall be calculated in accordance with the rates and methods as per Schedule "D" or as mutually agreed to by both parties. The Contractor's invoices shall include the following:
  - Dates of work performed
  - Number of miles completed
  - GST registration number
10. If the M.D. fails to make payments to the Contractor as they become due under the terms of this Contract or in an award by arbitration or court, interest of Prime, as set by the Bank of Canada, plus one percent (Prime plus 1%) per annum on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.
10. Nothing in this Contract shall be construed as:

- a) constituting either party as the agent, employer or representative of the other party;
- b) creating a partnership; or
- c) imposing upon either party any partnership duty, obligation or liability to the other party.

The relationship created by this Contract between the M.D. and the Contractor is that of independent contractor.

11. The Contractor has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the M.D., nor to bind the M.D. in any manner whatsoever.
12. All amounts payable by the M.D. to the Contractor for Work hereunder shall be exclusive of any Goods and Work Tax ("GST") payable thereon and the M.D. shall, in addition to the amounts payable, pay to the Contractor all amounts of GST applicable thereon.
13. The Contractor shall be responsible for the payment of all income tax, Canada Pension, employment insurance and all other required payments, contributions or deductions including, but not limited to, any assessments levied pursuant to the *Workers' Compensation Act* that arise or may hereafter arise with respect to the Work performed by the Contractor under this Contract.
14. The Contractor shall be responsible for all fees, licenses, permits, filings, and all other costs incidental to the performance of the Contractor's obligations under this Contract.
15. The M.D. may, at its discretion, agree in advance to reimburse the Contractor for specific expenses to be incurred by the Contractor in the discharge of its obligations hereunder. Such expenses shall only be paid when approved prior to expenditure and thereafter supported by proper receipts, invoices or vouchers submitted to the M.D. within thirty (30) days from the date upon which such expenses are incurred.
16. For the Term of the Contract, the Contractor will be the priority Contractor engaged by the M.D. to perform the Work as described in Section 1 of this Contract. The M.D. reserves the right to engage other Contractors for the same or similar type of work in the event that the Contractor is unable to perform the Work as assigned to the Contractor by the M.D. The Contractor may accept concurrent contracting retainers from other parties during the Term;

provided that they do not interfere, in the opinion of the M.D. acting reasonably, with the Work that the Contractor is required to perform under this Contract.

17. The Contractor will report on a regular basis, as required by the M.D., on the Work provided pursuant to this Contract. The Contractor will make available such information, including data and documents, as the M.D. may require from time to time relating to the obligations of the Contractor to allow the M.D. to evaluate the quality and progress of Work provided under this Contract.
18. The Contractor shall have complete control of the Work and shall effectively direct and supervise the Work so as to ensure conformance with the Contract requirements. He shall be solely responsible for construction means, methods, techniques, sequences and procedures and for co-ordination of the various parts of the Work under the Contract.
19. The Contractor shall prepare and update as required a construction schedule indicating the timing of the major activities of the Work. The schedule shall be designed to ensure conformance with the required Contract Term. The schedule shall be submitted to the M.D. for their information within a reasonable time from the date of Contract award. The Contractor shall monitor the progress of the Work relative to the schedule and advise the MD of any revisions required as the result of delays, indicating the results expected from the resultant change in schedule.
20. Unless otherwise stipulated elsewhere in the Contract Documents, the Contractor shall provide and pay for labour, products, tools, construction machinery and equipment (including repairs), water, heat, light, power, transportation, and other facilities and services necessary for the performance of the Work in accordance with the Contract.
21. The Contractor shall maintain good order and discipline among his employees engaged on the Work and shall not employ on the Work anyone not skilled in the task assigned to him.
22. The Contractor shall confine his apparatus, the storage of products, and the operations of his employees to limits indicated by laws, ordinances, permits or the Contract Documents and shall not unreasonably encumber the premises with his products.
23. The Contractor shall maintain the Work in a tidy condition and free from the accumulation of waste products and debris.

24. The M.D. and its authorized agents or representatives shall at all times have access to the Work. If parts of the Work are in preparation at locations other than the site of the Work, the MD or his authorized agents or representatives shall be given access to such Work whenever it is in progress.
25. If the Contractor covers or permits to be covered Work that has been designated for testing, inspections or approvals before such tests, inspections or approvals are made, given or completed, he shall, if so directed, uncover such Work, have the inspections or tests satisfactorily completed and make good such Work at his own expense.
26. The M.D. may order any part or parts of the Work to be specially examined should he believe that such Work is not in accordance with the requirements of the Contract. If, upon examination such Work be not found in accordance with the requirements of the Contract, the Contractor shall correct such Work and pay the cost of examination and correction. If such Work be found in accordance with the requirements of the Contract, the MD shall pay the cost of examination and replacement.
27. The Contractor shall furnish promptly to the M.D. two (2) copies of certificates and inspection reports relating to the Work if requested by the M.D.
28. Defective Work, whether the result of poor workmanship, use of defective products, or damage through carelessness or other act or omission of the Contractor and whether incorporated in the Work or not, which has been rejected by the M.D. as failing to conform to shall be removed promptly from the site of Work by the Contractor and replaced or re-executed promptly at the Contractor's expense.
29. Where the M.D. determines that the Contractor is in default of its obligations as set out in this Contract, the M.D. shall, by written Notice of Default, require the Contractor to remedy such default, at the Contractor's sole expense, within forty-eight (48) hours of the delivery of the Notice of Default to the Contractor. The Contractor shall be in compliance with the M.D.'s instructions if:
  - a) the Contractor corrects the default within the time specified in the Notice of Default; or

- b) if the default cannot be corrected within the time specified in the Notice of Default, the Contractor commences the correction of the default within the time specified in the Notice of Default; and
  - (i) the Contractor provides a schedule to correct the default acceptable to the M.D.; and
  - (ii) the Contractor corrects the default within the time set out in the schedule agreed to by the M.D.

In the event that the default is not corrected in accordance with this clause to the M.D.'s satisfaction, or in the event of urgent circumstances where the giving of a written Notice of Default is impossible, or impracticable, as may be determined by the M.D. in its sole and unfettered discretion, the M.D. may, without prejudice to any other right that the M.D. has pursuant to this Contract, or at law;

- a) terminate the Contractor's right to continue with the Work of this Contract, in whole or in part; or
- b) terminate the Contract forthwith; or
- c) correct the default at the Contractor's expense and deduct the cost of same from any amount of monies that maybe, or become, due and owing to the Contractor, or
- d) complete the Work, or allow another contractor to complete Work if results are not satisfactory to the M.D.'s Consultant or his representative or in the event that the schedule for the performance of the Work is not being met.

The sum of all damages, expenses, fees, costs, including but not limited to solicitor and client legal costs, incurred or suffered by the M.D. as a result of the Contractor's failure to correct the default, or the termination of the Contractor's right to continue with the Work of this Contract, in whole or in part, or the termination of the Contract forthwith, shall be a debt immediately due and owing by the Contractor to the M.D. which debt may be offset by the M.D. against any monies payable to the Contractor pursuant to this Contract or any other monies payable by the M.D. to the Contractor. The exercise by the M.D. of the rights pursuant to this clause shall not limit any other remedy the M.D. may have pursuant to this Contract or at law.

The Contractor acknowledges that the M.D. is subject to the *Freedom of Information and Protection of Privacy Act*, RSA 2000, Chapter M25. Confidentiality for any records compiled or created under this Contract cannot be ensured by the M.D. Provisions exist under the *Freedom of Information and Protection of Privacy Act*, to allow disclosure of personal or business information where disclosure would not be harmful to business interest or would not be deemed an unreasonable invasion of your personal privacy as defined within the *Freedom of Information and Protection of Privacy Act*. The Contractor also acknowledges that information and records compiled or created under this Contract, which are in the custody of the Contractor, are also subject to the *Freedom of Information and Protection of Privacy Act*. If the M.D. receives a request for information under the *Freedom of Information and Protection of Privacy Act*, which includes information provided by the Contractor, the M.D. will give the Contractor notice of such request and the Contractor will respond to such notice in accordance with the *Freedom of Information and Protection of Privacy Act*. If the Contractor does not respond to the notice from the M.D., it will proceed to process the request for information in accordance with its procedures as set forth within the *Freedom of Information and Protection of Privacy Act*. If the M.D.'s response to a request under the *Freedom of Information and Protection of Privacy Act* is appealed to the Office of the Information and Privacy Commissioner, the Contractor shall be responsible for the burden of proof as to exception from disclosure as defined under the *Freedom of Information and Protection of Privacy Act*.

30. The Contractor shall be responsible for all costs related to confidentiality requirements. As applicable, for M.D. records and information under its care, the Contractor shall bear the burden and associated costs of records management practices required under the *Freedom of Information and Protection of Privacy Act*. As well, the Contractor shall be responsible to provide for the protection of confidential M.D. records and information as required by the *Freedom of Information and Protection of Privacy Act*. Neither the M.D., nor the M.D.'s employees, shall use, copy, disclose or otherwise communicate any information not available to the general public that was gained by them in the course of the duties. Neither the Contractor, nor the Contractor's employees, shall use, copy, disclose or otherwise communicate any information not available to the general public that was gained by them in the course of the duties.

31. The M.D. shall furnish to the Contractor such information in its possession reasonably required for the proper performance of the obligations of the Contractor, and shall, in every way provide such cooperation as is reasonable in order for the Contractor to be able to perform the Work required pursuant to this Contract in a satisfactory manner.
32. The Contractor shall retain all information and records received or compiled by the Contractor in accordance with this Contract for a minimum period of one (1) year from the date of termination of this Contract.
33. In order to secure the performance of the Contractor's obligations as set out herein, the Contractor shall deliver to the M.D. an irrevocable letter of credit, performance bond or such other form of security ("Security") on such terms and for such an amount as may be deemed acceptable to the M.D., but in any event for an amount no less than ten percent (10%) of the value of the contract. The Security shall be delivered to the M.D. prior to commencement of the project. The Security will be held by the M.D. during the performance of the Contractor's obligations as set out herein. The Security will be returned to the Contractor after the M.D., acting reasonably, determines that the Contractor has satisfactorily performed all of its obligations set out herein. Should the Contractor default in the performance of its obligations set out herein, or should the Contract be terminated by the M.D. as permitted herein, the M.D. will be entitled to draw on, or present demand on the Security for an amount equal to the damages sustained by the M.D. as a result of the Contractor's default or the termination of the Contract by the M.D. as provided for herein.
34. The Contractor hereby represents and warrants with and to the M.D., and acknowledges that the M.D. is relying upon such representation and warranty, that the Contractor is in compliance with all laws and regulations of any public authority relating to the conduct of its business and has all required approvals, permits, licenses, certificates and authorizations necessary to carry on its business and to carry out its obligations hereunder and there are not any proceedings whatsoever, actual or pending, and whether concerning cancellation, extension or otherwise, relating to the said approvals, permits, licenses, certificates or authorizations.
35. Without in any way limiting the liability of the Contractor under this Contract, the Contractor shall obtain and maintain in force, at the Contractor's own expense, during the existence of

this Contract, or any extension thereof, and shall provide evidence of the existence of same to the M.D. prior to commencing any of the Work, the following insurance:

- (a) standard automobile insurance covering owned, non-owned and rented automotive equipment, bodily injury and property damage insurance providing coverage of at least Five Million (\$5,000,000.00) Dollars inclusive per accident for the injury to or death of one or more persons or damage to or destruction of property;
- (b) a commercial general liability insurance policy per occurrence providing coverage of not less than Five Million (\$5,000,000.00) Dollars inclusive per occurrence, with an annual general aggregate, if any, not less than \$5,000,000, in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
  - (i) non-owned automobile liability;
  - (ii) independent sub-contractors;
  - (iii) employees;
  - (iii) contractual liability including this Contract;
  - (iv) contingent employer's liability;
  - (v) broad form property damage endorsement;
  - (vi) cross-liability; and
  - (viii) products and completed operations
- (c) workers compensation coverage for all employees, if any, engaged by the Contractor in accordance with the laws of the Province of Alberta;
- (d) employer's liability insurance respecting employees, if any, of the Contractor with limits of liability of not less than Five Million (\$5,000,000.00) Dollars per employee for each accident, accidental injury or death of an employee or any sub-contractor engaged by the Contractor; and
- (e) such other insurance as the M.D. may from time to time reasonably require.

The Contractor shall be liable for the cost of all of the insurance required to be held by the Contractor as set forth herein and for payment of all deductible amounts from such policies of insurance.

36. The Contractor and the M.D. acknowledge and agree that the M.D. shall not be liable nor responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Contractor, his employees or agents in the performance of this Contract.
37. The Contractor shall be responsible for any loss or damage to property of the M.D. howsoever caused by the Contractor's negligence or that of his employees or agents, or by the Contractor's breach of this Contract. The Contractor shall extend his own "All Risks" property insurance to cover his legal liability for the property of others in his care, custody or control and shall note the interest of the M.D. as applicable.
38. The Contractor shall ensure that:
  - (a) all insurance coverage maintained by the Contractor in accordance with this Contract shall include waivers of subrogation by the insurers in favor of the M.D. and shall name the M.D. as an added insured in respect to the Work provided to the M.D. by the Contractor;
  - (b) no such insurance policy may be cancelled without the insurer providing no less than thirty (30) days written notice of such cancellation to the M.D.; and
  - (c) a Certificate of Insurance is furnished, satisfactory to the M.D., evidencing the required insurance coverage.
39. The Contractor shall at all times and without limitation, indemnify and save harmless the M.D., its Councillors, directors, officers, insurers, employees, contractors, agents and representatives from and against any and all liabilities, loses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind which any of the M.D., its Councillors, directors, officers, insurers, employees, contractors, agents and representatives may sustain, pay or incur or which

may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, with respect to any occurrence, event, incident or matter caused by, and/or arising as a direct or indirect result of:

- (a) any act or omission on the part of the Contractor during the performance or purported performance or non-performance of this Contract; or
  - (b) the failure of the Contractor to remit all applicable tax withholdings, Canada Pension contributions, employment insurance contributions and all other payments, contributions or deductions for which the Contractor is liable.
40. The parties acknowledge and agree that the provisions of this Contract, which, by their context, are meant to survive the termination or expiry of the Term, shall survive the termination or expiration of the Term and shall not be merged therein or therewith.
41. This Contract may be terminated for convenience by the M.D. at any time by giving forty-eight (48) hours written notice of termination for convenience to the Contractor. The effective date of the termination for convenience shall be set out in the Notice of Termination for Convenience. The Contractor's right to consideration shall be limited to payment for Work performed and not previously paid for up to the effective date as set out in the Notice of Termination for Convenience. The Contractor specifically agrees that the Notice of Termination for Convenience and consideration set forth in this clause constitutes reasonable, fair and equitable notice and compensation for damages, if any, which may be suffered by the Contractor as a result of the termination for convenience of this Contract. In the event this Contract is terminated for convenience, the Contractor shall perform the Work required by this Contract up to and including the effective date set out in the Notice of Termination for Convenience and shall, upon request, provide the M.D. with a written report on the Work rendered to the time of termination for convenience. Except for any such report, the Contractor shall not perform any further Work subsequent to the effective date set out in the Notice of Termination for Convenience.
42. No work shall be performed by the Contractor until the Contract has been executed by both parties hereto.

43. No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

For the purposes of this Contract, the addresses of the parties are:

**M.D. of Wainwright No.61**

Attention: Kelly Buchinski  
717-14<sup>th</sup> Avenue  
Wainwright, Alberta T9W 1B3

AND

Any communication, notice or service of documents required to be made during the course of this Contract will be good and sufficient if delivered to, or posted by prepaid registered mail addressed to, the above addresses. Notice given in any such manner shall be deemed to have been received by the party on the day of delivery or upon the 3rd day after the date of mailing provided that normal postal service is in existence at the time of mailing and for three (3) days thereafter. Any party may change its address for service from time to time upon written notice to that effect. In the event of disruption of normal postal Work, any party giving notice hereunder shall be required to deliver the same.

44. The laws of the Province of Alberta shall govern the interpretation of this Contract and the jurisdiction for suite relating to any matters hereunder shall be Alberta.
45. This Contract constitutes the entire Contract between the parties hereto and the parties acknowledge and agree that there are no covenants, representations, warranties, contracts or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Contract save as expressly set out in this Contract.

46. This Contract may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.
47. This Contract shall enure to the benefit of and be binding upon the parties herein and their respective heirs, successors and assigns.
48. Time is of the essence in this Contract, and if either party shall fail to perform the covenants on its part to be performed at fixed times or alternatively within a reasonable time for the performance thereof under the terms of this Contract, the other party may elect to terminate this Contract in accordance with the provisions set out hereinbefore.
49. If any term, covenant or condition of this Contract or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Contract or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Contract shall be valid and shall be enforceable to the fullest permitted by law.
50. The parties agree all reasonable efforts shall be made to resolve all disputes under this Contract by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate these negotiations. The parties agree that any dispute not resolved through negotiation shall be submitted for arbitration in accordance with the provisions of the relevant arbitration legislation in the Province of Alberta. The parties hereto agree that submission of a dispute dealt with by this section shall be a condition precedent to any application or action brought before any competent court.
51. The Contractor agrees to preserve and protect the rights of the parties under the Contract with respect to work to be performed under and Subcontract and to:
  - (a) enter into contract or written agreements with his Sub-Contractors to require them to perform their work in accordance with and subject to the terms and conditions of the Contract; and,

- (b) be as fully responsible to the MD for acts and omissions of his Sub-Contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him.

Nothing contained in the Contract shall create a contractual relationship between a Sub-Contractor and the MD.

- 52. The Contractor shall protect the Work and the M.D.'s property and property adjacent to the site of the Work from damage and shall be responsible for damage which may arise as the result of his operations under the Contract except damage which occurs as the result of acts or omissions by the MD, other Contractor, or their agents and employees.
- 53. Should the Contractor in the performance of this Contract damage the Work, the M.D.'s property or property adjacent to the site of the Work, the Contractor shall be responsible for the making good such damage at his expense.
- 54. The Contractor shall be responsible for the proper performance of the Work.
- 55. The Contractor agrees to correct promptly, at his own expense, defects or deficiencies in the Work which appear prior to and during the period of one (1) year from the date of substantial performance of the Work as defined within the *Builders' Lien Act* of the Work, or such longer periods as may be specified for certain products or work.
- 56. The MD shall promptly give the Contractor written notice of observed defects and deficiencies.

**IN WITNESS WHEREOF** the parties have executed this Contract as of the date first above written.

**M.D. WAINWRIGHT No. 61**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Kelly Buchinski, Municipal Administrator

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_ c/s

## Schedule “A”

### **Terracem Road Base Stabilization and Graded Aggregate Seal**

#### Project Description

**Work Required:** Road Base Stabilization and Graded Aggregate Seal

#### **Project**

**Description:** Full Depth Reclamation with Application of Terracem and graded aggregate seal.

**Project Name:** 2015 Terracem Project

**Location:** **1. Old Highway 41** - (Rg. Rd. 65) – Twp. Rd. 454 to Twp Rd. 462 & (Twp. Rd. 462) Rg. Rd. 64 to Rg. Rd. 65 - Length is approximately 7.37 km

**2. Twp Rd. 442 & Ascot Heights** - (Twp. Rd. 442) Rg. Rd. 64 to Rg. Rd. 67 & Internal Roads of Ascot Heights Subdivision - Length is approximately 5.28 km

**Width:** Projects will have a finished road width of 9.5 m.  
Internal Roads of Ascot Heights Subdivision will have finished road width of 8.0 m.

**Length:** 12.65 km – approximately. **The M.D. of Wainwright reserves the right to reduce the number of kilometres completed based on budget limitations depending on proposal prices.**

**Depth:** 300 mm

**Start Date:** Preferably June 1, 2015 depending on weather conditions.

## **Terms of Reference – Details – Schedule “B”**

### **1. Phase 1 – Preliminary Work**

Project initialization meeting – Contractor will meet with the municipality for:

- The exchange of available information pertinent to the project
- To become cognizant of special local requirements particular to the project
- Establishing a MD contact for regular communications
- To become aware of the manner in which the MD foresees communications, reporting procedures, and liaisons to occur.
- In regards to site investigation and inspection, the contractor will carry out a detailed inspection of the site.

Other work and details required:

- Roadside hazards will be assessed for warrants.
- Other inspections of site specific items as may be required as determined on site.
- Traffic control will be reviewed and changes will be incorporated in the design.
- Soils investigation and necessary sampling to determine mixing formula for Terracem will be done prior to construction.

### **2. Phase 2 – Construction**

#### **Base Stabilization (Terracem):**

- The Contractor will conduct full depth reclamation with Terracem (*please see Special Provisions – Schedule E as attached*)
- Mobilize and demobilize equipment and manpower
- Supply of all necessary equipment to complete the base stabilization project
- Supply supervisor, operator, tips, repairs, fuel, camp, etc.
- All traffic control including signing and flaggers will be conducted by the contractor.
- The contractor will be required to sign and provide flag people in accordance with Alberta Transportation requirements if any equipment enters a provincial highway (ie. turning around, etc.)
- The contractor will take full responsibility for road until double aggregate seal coat has been completed.
- Regular safety meetings will be conducted on-site with an M.D. representative invited to attend.
- The contractor will take on the role of Prime Contractor on site for the duration of the project according to Alberta Occupational Health and Safety Regulations.
- Contractor will determine the required mixture of terracem required for the soil conditions of the road (*see Special Provisions Schedule E as attached*).
- Contractor will order and supply all necessary material for completion of the project (i.e. terracem, water, etc.)

#### **Micro-Cracking:**

- After initial 24 hour curing period, the finished stabilized subgrade shall be tested to determine the stiffness of the layer using an approved device, such as the Humboldt GeoGauge, or equivalent. One test will be made along each 30 meter section of road. The test location shall be marked with paint for later retesting. If the initial stiffness readings are in the range of 16 to 26 (MN/m), then micro-cracking of the stabilized base shall begin. If the readings are below the stated range, the stabilized subgrade shall be allowed to cure for additional time until stiffness readings meet the required 16 to 26 (MN/m).

- Micro-cracking shall be performed using at least a 10-ton vibratory steel wheel roller on high amplitude, high frequency, traveling at low speed to reduce reflective cracking caused by shrinkage while curing. After two (2) passes it will be tested again to see if a 40% reduction in stiffness has been achieved. Continue rolling and testing until reduction is met.

**Graded Aggregate Seal (Chip Seal):**

- The contractor will apply two separate coats of graded aggregate seal (chip seal) to seal the road surface within (2) weeks of completion of the base stabilization project
- Double Aggregate Seal Coat (chip seal) will be required for the finished road surface of each road.
- The graded aggregate seal shall meet Alberta Transportation Specifications Section 3.22

**Quality Control:**

Contractors shall provide qualified personnel for on-site quality control testing and also assistance/monitoring for quality control for periods or the whole duration of the project on a continuous basis.

**Quality Assurance:**

The M.D. of Wainwright will hire its own independent consultant to conduct project testing for Quality Assurance.

**3. Phase 3 – Post Construction**

- The contractor will attend a final inspection meeting with the M.D. representatives and the Contractors representative to review the project and to detail project deficiencies to be rectified.

**4. Valuation Criteria:**

- **Valuation Criteria used for awarding this proposal is as follows:**

**40% Price**  
**20% Past relevant experience**  
**20% Past experience with the M.D. of Wainwright**  
**15% Safety**  
**5% Scheduling**  
**100%**

- **The M.D. of Wainwright reserves the right to accept or reject any or all prices based on the above criteria. The M.D. of Wainwright reserves the right to accept a price other than the lowest price without stating reasons based on the above criteria. The M.D. of Wainwright may consider any other factor besides price and capability to perform the work that it deems in its sole discretion to be relevant to its decision.**

**NOTE: Please include a time schedule for completion of this project with your proposal.**

## Schedule C

### M.D. of Wainwright 2015 Terracem Project

#### Application Rate 1 (9.5 m Road top width):

**Project** – M.D. of Wainwright 2015 Terracem Project

The successful contractor will be required to supply the necessary terracem product based on the information as follows:

Standard mix design for bidding purposes will be 6% terracem. Based on our project, quantity required will be 333 tonne/km. This calculation is based on the following formula with the assumption of a soil density of 1950kg/m<sup>3</sup>.

Assumption:

Soil density            1950kg/m<sup>3</sup>

Road dimension

width 9.5 m

depth 300 mm

length 1 km

Based on an application rate at 6% (typical range from 5 to 7 percent)

$$1950\text{kg/m}^3 \times 9.5 \text{ m} \times 300 \text{ mm} \times 1 \text{ km} \times 6\% = 333 \text{ tonne/km}$$

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#### Application Rate 2 (8.0 m Road top width):

**Project** – M.D. of Wainwright 2015 Terracem Project

The successful contractor will be required to supply the necessary terracem product based on the information as follows:

Standard mix design for bidding purposes will be 6% terracem. Based on our project, quantity required will be 281 tonne/km. This calculation is based on the following formula with the assumption of a soil density of 1950kg/m<sup>3</sup>.

Assumption:

Soil density            1950kg/m<sup>3</sup>

Road dimension

width 8.0 m

depth 300 mm

length 1 km

Based on an application rate at 6% (typical range from 5 to 7 percent)

$$1950\text{kg/m}^3 \times 8.0 \text{ m} \times 300 \text{ mm} \times 1 \text{ km} \times 6\% = 281 \text{ tonne/km}$$

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**Please Note: The successful contractor may be required to conduct a small number of soil samples on the road to confirm the above application rate or to make adjustments according to the soil conditions.**

SCHEDULE "D"

**PROPOSAL FOR 2015 TERRACEM PROJECT**

Contractor Name:

Contact Name:

Address:

Telephone:

**Price Proposal based on accompanying schedules is as follows (excluding G.S.T.):**

**1. Project 1 (Old Hwy 14– 9.5 m surface):**

Base Stabilization and Application of Terracem and Graded Double Aggregate Seal (Chip Seal)  
– **9.5 m surface:**

/km x 7.37 km for a total of - Excluding GST

Price for additional kilometres if required (9.5 m surface):

/km Excluding GST

**2. Project 2 (Ascot Heights – 8.0 m surface, Twp. Rd. 442 – 9.5 m surface):**

Base Stabilization and Application of Terracem and Graded Double Aggregate Seal (Chip Seal)  
– **9.5 m surface:**

/km x 3.07 km for a total of - Excluding GST

Base Stabilization and Application of Terracem and Graded Aggregate Seal (Chip Seal)  
– **8.0 m surface:**

/km x 2.21 km for a total of - Excluding GST

Warranty Period Offered in Months

Is Quality Control and Testing, Assistance and Monitoring include in your price?  
(Please provide details of the above (Q&C) with your proposal)

Did you include a Project Schedule, information on your company's safety program and Details of your Past Experience?

Dated:

Contractor's Signature: \_\_\_\_\_

## SCHEDULE "E"

M.D. OF WAINWRIGHT NO. 61

SPECIAL PROVISIONS

### TERRACEM STRENGTHENED SUBGRADE IN-PLACE – 2015 TERRACEM PROJECT

#### **Descriptions**

The work may consist of a mixture of earth material, bituminous surface coarse material, water, and a blend of terracem constructed at the specified location and in conformity with the lines, grades, and dimensions as specified.

#### **Construction**

##### General

The earth embankment to be strengthened shall be the existing subgrade, granular and bituminous surface coarse.

The blended terracem will be incorporated with a rotary type machine that meets the requirements for soil pulverization, uniformly mixing of the terracem and water application as controlled by these specifications.

The Contractor shall remove and dispose of all surplus rock resulting from the process.

##### Pre-Mixing and Incorporating the Existing Cold Mix, Hot Mix, Dust Treatment, Gravel, or Any Other Surface Coarse Material

The Contractor shall homogeneously incorporate the existing surface coarse into the design mixing depth of the subgrade to form a well graded material with a top size of 50 mm prior to the incorporation of the terracem.

The maximum dimension of materials shall not be greater than 50 mm when measured in any direction after pre-milling. The Contractor shall provide a means of breaking down all surface coarse material larger than 50 mm in size and result in a well graded material so that no material is wasted.

The length of roadway on which the existing bituminous surface coarse has been incorporated shall not exceed the length of

roadway that can be incorporated with blended cement material during one day's production.

Incorporation of the terracem shall not be performed after August 15 without written consent from the M.D.

The terracem shall not be applied when:

The subgrade is frozen.

The atmospheric temperature is less than 2°C; or

It is determined that the wind velocity on the road surface will have a detrimental effect on the product application.

### **Subgrade**

The subgrade shall be constructed in such a manner to result in no layering, including the bottom of the strengthened system with the in site grade material.

The construction of the system must be completed within the same working day when the terracem was incorporated into the grade.

Prior to application of the terracem, the Contractor shall place a 100 mm high windrow of subgrade material along each edge of the roadway to prevent the terracem material from flowing off the roadway surface.

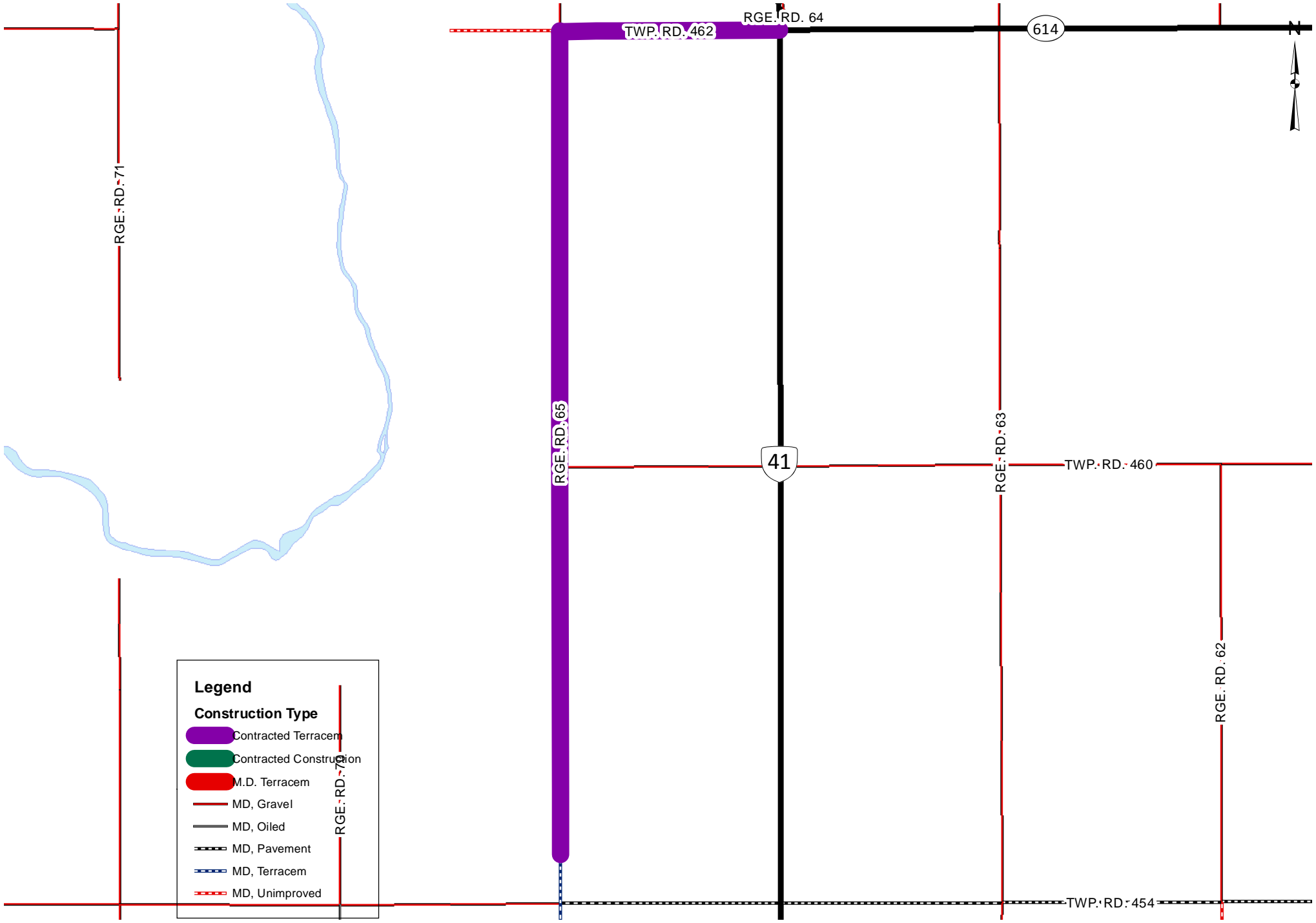
Immediately following application of the terracem, it shall be mixed with the existing subgrade to the full depth of the lift being treated.

Mixing shall continue until the terracem is uniformly distributed throughout the design strengthened material.

### **Compaction**

The compaction methodology must ensure the elimination of all layering or compaction planes throughout the entire volume of the strengthened system.

# Old Highway 41 - Map 1

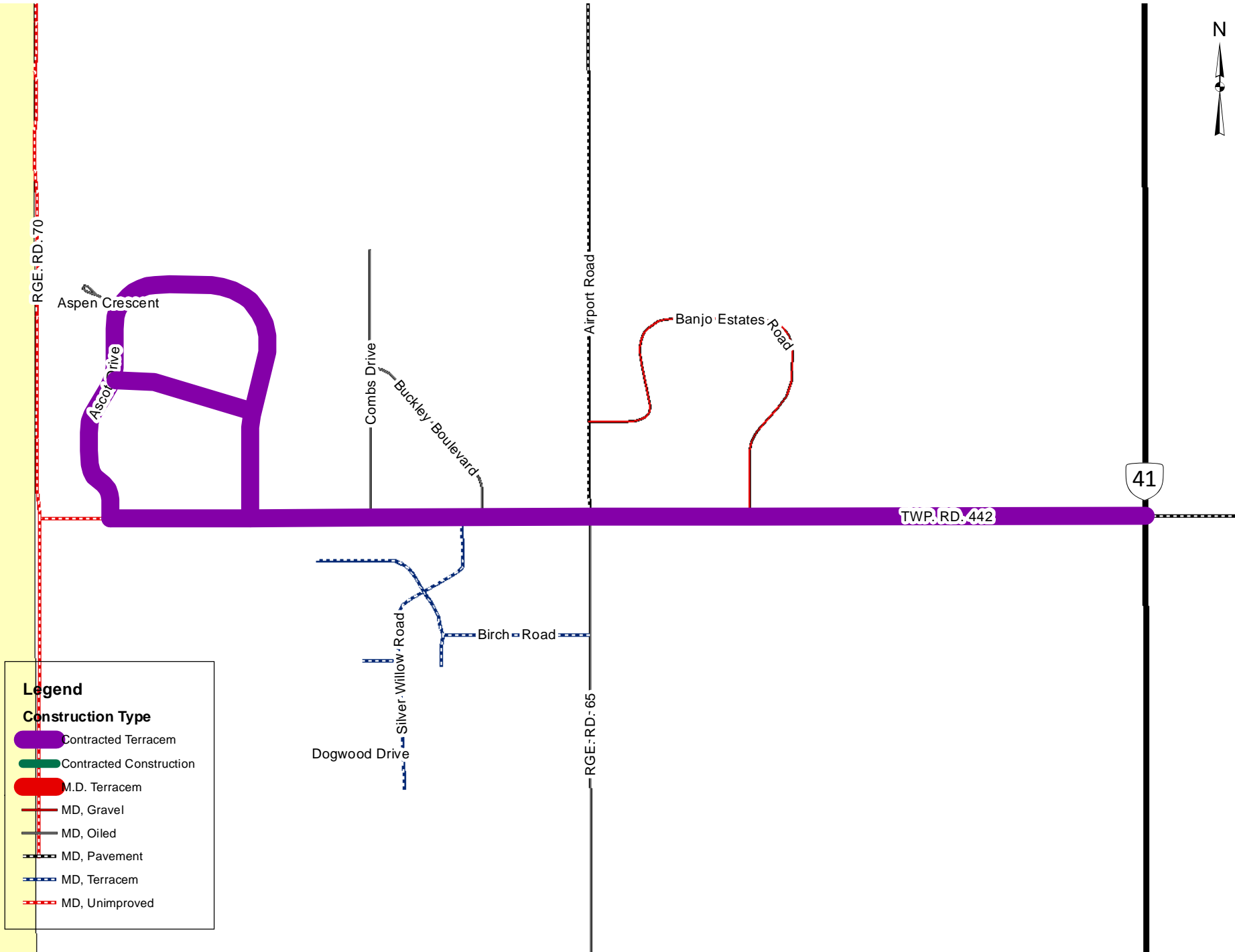


## Legend

### Construction Type









- Contracted Terracem
- Contracted Construction
- M.D. Terracem
- MD, Gravel
- MD, Oiled
- MD, Pavement
- MD, Terracem
- MD, Unimproved

# Twp. Rd. 422 & Ascot Heights - Map 2



**Legend**

**Construction Type**

-  Contracted Terracem
-  Contracted Construction
-  M.D. Terracem
-  MD, Gravel
-  MD, Oiled
-  MD, Pavement
-  MD, Terracem
-  MD, Unimproved