



District of Summerland

Canyon View Road Watermain Replacement

INVITATION TO TENDER

AND

SPECIFICATIONS

ITT-2021-33

November 23, 2021

MASTER MUNICIPAL CONSTRUCTION DOCUMENTS
UNIT PRICE CONTRACT

MASTER MUNICIPAL CONSTRUCTION DOCUMENTS - UNIT PRICE CONTRACT
District of Summerland
Canyon View Road Watermain Replacement
ITT-2021-33

CONTENTS

The complete District of Summerland **Unit Price Contract Documents** are based on the **Master Municipal Construction Documents** and consist of the following parts:

1. Documents provided herein:

- Invitation to Tenderers
- 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
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 - Appendix 5 - Subcontractors
 - Appendix 6 - Conflict of Interest Disclosure Statement
- Agreement
 - Schedule 1 - Schedule of Contract Documents
 - Schedule 2 - List of Drawings
- Supplementary General Conditions
- Supplementary Specifications
- Supplementary Payment Procedures
- Contract Drawings
- Appendix A - Prime Contractor Designation
- Appendix B - FPA Geotechnical Report - May 17, 2021

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

- Master Municipal Construction Documents, Platinum Edition Volume II, 2009
(Available at MMCD website mmcd.net)
 - Instructions to Tenderers - Part II
 - General Conditions
 - Standard Specifications
 - Standard Detail Drawings
- MMCD Platinum Supplemental Updates (document corrections prepared by MMCD)
(Available at MMCD website mmcd.net)



UNIT PRICE CONTRACT

**INVITATION TO TENDER
DISTRICT OF SUMMERLAND**

Contract: CANYON VIEW ROAD WATERMAIN REPLACEMENT

ITT-2021-33

The *Owner* invites tenders for:

Construction of:

- **Approximately 1,050 m of road construction; 1,050 m watermain construction and appurtenances.**

Tender and submission documents are available at <http://summerland.ca/bids>. Tenderers are advised to check the website regularly for addenda and updates. It is the Tenderer's responsibility to ensure that all issued addenda are included in their Bid.

Key Dates and Times:

***Tender Questions Deadline:* December 13, 2021**

***Tender Closing Time:* 2:00 PM Local Time**

***Tender Closing Date:* December 17, 2021**

Tenders will be received at: PDF submission, with a cover marked:
**Canyon View Road Watermain Replacement
ITT-2021-33**
will be received at:
BC Bid

(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: District of Summerland

Contract: Canyon View Road Watermain Replacement

Reference No. ITT-2021-33

- 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:
- Approximately 1,050 m of road construction; 1,050 m watermain construction and appurtenances.
- 1.2 Direct all inquiries regarding the *Contract* in writing to:
- Contract Administrator**
- Mr. Andrew Johnson, P.Eng.
Allnorth Consulting Limited
Email: afjohnson@allnorth.com
- and**
- Tender Contract Person**
- Mr. Steve Semenoff
District of Summerland
Email: ssemenoff@summerland.ca
- 1.3 All costs incurred by the Tenderer in the preparation and submission of their Tender will be at their own expense. The District of Summerland or its agents will not be liable to and Tenderer for any claims, whether for costs, expenses, losses or damages, or for loss of anticipated profits, incurred by the Tenderer in preparing and submitting their Tender or participating in this Tender process.
- 1.4 All tenders become the property of the District of Summerland and will not be returned to the Tenderer, except as expressly provided for herein. All tenders will be held in confidence by the District of Summerland and the Contract Administrator unless disclosure is otherwise required by law.

2.0 Tender Documents

- 2.1 The tender documents which a Tenderer should review to prepare a tender consist of all of 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 and must be obtained by the Tenderer / Contractor. These documents include the publication entitled "Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings" (Platinum Edition Volume II, 2009). Refer to Schedule 1 of the Form of Agreement for a complete list of *Contract Documents*. All sections of these publications 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 should be submitted in a single PDF, with a cover marked with the Contract Title and Reference No.

**Canyon View Road Watermain Replacement
Reference No. ITT-2021-33**

and must be received at:

BC Bid

In order to be considered, Tenders shall be submitted using BC Bid eBid electronic bid submission.

Tenderers are urged to contact BC Bid customer support as required in advance of submitting a response to ensure they are registered with BC Bid, have a BC Bid eBid subscription and eBid 'key', and are familiar with the eBid submission

requirements and procedures. The District will not be responsible for incomplete or misdirected Tenders due to electronic technical problems arising out of a Tenderer's use of BC Bid eBid submission.

Tenders submitted in any other manner will be disqualified.

Tenders must be received no later than the Tender Closing Date and Time detailed above. It is solely the responsibility of the Tenderer to ensure that the Tender is received on time.

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

3.3 The District of Summerland may extend the Tender Closing Date and/or Tender Closing Time by addendum for any reason and, in that case, the extended date and/or time will become the new Tender Closing Date and Time.

**4.0 Additional
Instructions to
Tenderers**

4.1 Construction Schedule

Milestone Dates for the project are listed in the Form of Tender Appendix 2 - Preliminary Construction Schedule.

4.2 Construction Site Surface Features

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 shall include but not limited to retaining walls, trees, shrubbery, ornamental features, signs, fences, irrigation items 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 Survey Layout and Digital Base Drawing

Survey layout 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. The Contractor will be responsible for providing digital record information in 3 dimensions to the Contract Administrator.

4.4 **Reference Material - Geotechnical**

A geotechnical report prepared by Fletcher Paine Associates is included with these documents, refer to Appendix A. The report is provided as reference material only and is not part of the *Contract Documents*. The report provides information and recommendations for the design of the works and is prepared primarily for the use of the Designer.

Contractors must form their own conclusions from the data provided in bidding and executing the Contract and shall make no claim at any time that any opinion or recommendation is misleading or incorrect.

4.5 **Freedom of Information and Protection of Privacy Act**

Contractor acknowledges that the *Owner* is subject to the Freedom of Information and Protection of Privacy Act (British Columbia) and that this contract (including its schedules) and any records provided to the *Owner* may be subject to public disclosure under that Act.

4.6 **Rights of the Owner**

The District of Summerland:

- (i) reserves the right to reject any or all bids;
- (ii) may not accept the lowest priced or any bid and may, at its sole discretion, accept any bid that is deemed to provide the best overall value to the District of Summerland;
- (iii) reserves the right to negotiate changes to work scope with the lowest compliant Tenderer prior to an award;
- (iv) reserves the right to waive informalities, irregularities, technicalities and minor non compliances;
- (v) may cancel this Tender at any time prior to or after closing;
- (vi) reserves the right, in the event that only one bid is received, to terminate this tender process;
- (vii) may reject any bid that is unsigned, improperly signed, conditional, illegible, contains arithmetical errors, erasures or irregularities of any kind; and
- (viii) reserves the right to change the scope of work and retender the Project.

4.7 **Owners Engineer**

The Owner has retained Allnorth Consulting Ltd. as the Engineer of Record in addition to the Contract Administrator and other activities described within.

4.8 Business License

The successful Tenderer shall have or obtain a District of Summerland Business License prior to commencement of work or supply of materials. For additional information, visit the District of Summerland's website at <https://www.summerland.ca/business-economy/business-licencing>.

4.9 Conflict of Interest

Tenderers shall disclose any potential conflict of interest or existing business relationships they may have with the District of Summerland, its elected or appointed officials or employees by filling out Appendix 6 - Conflict of Interest Disclosure Statement

Owner: District of Summerland
Contract: Canyon View Road Watermain Replacement
Reference No: ITT-2021-33

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 2.1 to perform and complete all of the *Work* and to provide all the labour, HEREBY OFFER 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.
 - 4.1.3 the Conflict of Interest Disclosure statement as required by 4.9 of the Instructions to Tenderers - Part I.
- 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 Performance Bond 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 WorkSafeBC Notice of Project (where applicable);
 - .5 a copy of a valid Business License for the Jurisdiction;
 - .6 a copy of the insurance policies as specified in GC 24 indicating that all such insurance coverage is in place; and
 - .7 a signed "Prime Contractor Declaration", form confirming requirements of GC 21.2
 - 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:

Email:

Attention:

GST
Registration

This Tender is executed this

_____ day of _____, 20____.

Tenderer:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

APPENDIX 1
District of Summerland

Canyon View Road Watermain Replacement

2021-10-28

SCHEDULE OF QUANTITIES AND UNIT PRICES

(See paragraph 5.3.1 of the Instructions to Tender - Part II)

(All prices and Quotations including the contract Price shall include all Taxes, except GST. GST shall be shown separately)

| Division | Title | Amount |
|----------|-----------------------------|--------|
| 01 | General Requirements | |
| 31 | Earthworks | |
| 32 | Roads and Site Improvements | |
| 33 | Utilities | |
| | Subtotal | |
| | GST | |
| | Total | |

APPENDIX 1
District of Summerland

SCHEDULE OF QUANTITIES AND UNIT PRICES

(See paragraph 5.3.1 of the Instructions to Tender - Part II)

(All prices and Quotations including the contract Price shall include all Taxes, except GST. GST shall be shown separately)

| Item # | Payment Para | Section | Item Description | Unit | Quantity | Unit Price-\$ | Amount -\$ |
|--------|------------------------------------|---------|--|------|----------|-----------------------|------------|
| | Division 01 - General Requirements | | | | | | |
| 01.01 | 01 53 01 | SSpec | Mobilization / De-Mobilization (Shall not exceed \$15,000) | LS | 1 | | |
| 01.02 | 01 33 01 | SSpec | Survey Layout and Drawings of Record Survey | LS | 1 | | |
| 01.03 | 01 55 00 | SSpec | a) Traffic / Pedestrian Control Plan | LS | 1 | | |
| | | | b)Construction Zones - Traffic/Pedestrian/Access Management | LS | 1 | | |
| | | | | | | Sub-Total Division 01 | |
| | Division 31 - Earthworks | | | | | | |
| 31.01 | 31 11 01 | 1.1.1,2 | Clearing and Grubbing, including Topsoil stripping and replacement. | LS | 1 | | |
| 31.02 | 31 23 01 | SSpec | Unsuitable trench - remove and disposal off-site, replace with 75mm minus - as directed by CA | cu.m | 300 | | |
| 31.03 | 31 23 01 | SSpec | Unsuitable road Subgrade - remove and disposal off-site, replace with 75mm minus - as directed by CA | cu.m | 500 | | |
| 31.04 | 31 24 13 | SSpec | Common Excavation to Subgrade - removal and disposal off site | cu.m | 3500 | | |
| 31.05 | 31 24 13 | SSpec | Common Excavation to Embankment Fill, Compacted to 95% MPD | cu.m | 250 | | |
| 31.06 | 31 24 13 | 1.8.9 | Subgrade Preparation | sq.m | 8700 | | |
| | | | | | | Sub-Total Division 31 | |

APPENDIX 1
District of Summerland

SCHEDULE OF QUANTITIES AND UNIT PRICES

(See paragraph 5.3.1 of the Instructions to Tender - Part II)

(All prices and Quotations including the contract Price shall include all Taxes, except GST. GST shall be shown separately)

| Item # | Payment Para | Section | Item Description | Unit | Quantity | Unit Price-\$ | Amount -\$ |
|--------|---|---------|--|-----------------------|----------|---------------|------------|
| | Division 32 - Roads and Site Improvements | | | | | | |
| 32.01 | 32 01 12S | SSpec | Sitework, Demolition, Relocation, Removal: | | | | |
| | | | a) Asphalt Milling - Removal, haul and stockpiling at DoS Yard - All Depths c/w Saw Cuts as required | sq.m | 6300 | | |
| | | | b) Asphalt Milling - Removal and stockpiling on site for re-use - All Depths c/w Saw Cuts as required | sq.m | 1200 | | |
| | | | c) Adjust existing CB to new grade | ea | 1 | | |
| | | | d) Removal, disposal, or relocation of all other site features | LS | 1 | | |
| 32.02 | 32 11 16.1 | 1.4.3 | Granular Sub-Base, 300mm thickness - 75mm minus SGSB - haul, place, compact | sq.m | 7500 | | |
| 32.03 | 32 11 23 | 1.4.2 | Granular Base, 100mm thickness - 19mm minus Crush (Road) - haul, place, compact | sq.m | 7500 | | |
| 32.04 | 32 01 16.7 | 1.5.3 | Placement of Asphalt Milling from stockpile - place, compact | sq.m | 1200 | | |
| 32.05 | 32 11 23 | 1.4.2 | Misc. Gravel - 100mm thk. 19mm minus - haul, place, compact -driveways, pathways etc - as directed | sq.m | 150 | | |
| 32.06 | 32 11 23 | 1.4.3 | Gravel Shoulder (500mm wide) - 100mm thk. 19mm minus - haul,place, compact | lin.m | 1800 | | |
| 32.07 | 32 12 16 | SSpec | Asphalt Pavement, 50mm thickness - MMCD Upper Course #1 | sq.m | 7000 | | |
| 32.08 | 32 12 16 | SSpec | Misc Asphalt, 50mm thick c/w 100mm base gravel MMCD Upper Course #2, Driveways, paths etc, As directed | sq.m | 100 | | |
| | | | | Sub-Total Division 32 | | | |

APPENDIX 1
District of Summerland

SCHEDULE OF QUANTITIES AND UNIT PRICES

(See paragraph 5.3.1 of the Instructions to Tender - Part II)

(All prices and Quotations including the contract Price shall include all Taxes, except GST. GST shall be shown separately)

| Item # | Payment Para | Section | Item Description | Unit | Quantity | Unit Price-\$ | Amount -\$ |
|--------|--------------|---------|---|-------|----------|---------------|------------|
| | | | Division 33 - Utilities | | | | |
| | | | WATER WORKS: | | | | |
| 33.01 | 33 11 01 | 1.8.1 | Watermain - all depths, c/w tracer wire | | | | |
| | | | a) 350mm DR 11 HDPE | lin.m | 180 | | |
| | | | b) 300mm DR 11 HDPE | lin.m | 740 | | |
| | | | c) 250 DR 11 HDPE | lin.m | 200 | | |
| | | | d) 300mm DR 18 PVC | lin.m | 8 | | |
| | | | e) 200mm DR 18 PVC | lin.m | 25 | | |
| | | | f) 150mm DR 18 PVC | lin.m | 5 | | |
| | | | g) 150mm DR 18 PVC - Hydrant Lead | lin.m | 35 | | |
| 33.02 | 33 11 01 | SSpec | Fire Hydrants as per DoS Dwg. 304 | | | | |
| | | | a) Fire Hydrant complete installation as per W4, Tee paid separately | ea | 2 | | |
| | | | b) Relocate existing fire hydrant and connect to new main - c/w valve, lead, restraint, T.B. etc. and plug existing lead. | ea | 2 | | |
| 33.03 | 33 11 01 | 1.8.3 | Gate valves complete as per Dos Dwg. 305 | | | | |
| | | | a) 150mm FxH | ea | 1 | | |
| | | | b) 200mm FxH | ea | 2 | | |
| | | | c) 200mm FxF | ea | 1 | | |
| | | | d) 250mm FxF | ea | 2 | | |
| | | | e) 300mm FxF | ea | 1 | | |
| | | | f) 300mm FxH | ea | 1 | | |
| 33.04 | 33 11 01 | 1.8.3 | Watermain Bends c/w T.B. | | | | |
| | | | a) 300mm dia. 45° BF HDPE bends | ea | 4 | | |
| | | | b) 250mm dia. 45° BF HDPE Bend | ea | 2 | | |
| | | | c) 200mm dia. 45° HxH DI Bend c/w TB | ea | 2 | | |

APPENDIX 1
District of Summerland

SCHEDULE OF QUANTITIES AND UNIT PRICES

(See paragraph 5.3.1 of the Instructions to Tender - Part II)

(All prices and Quotations including the contract Price shall include all Taxes, except GST. GST shall be shown separately)

| Item # | Payment Para | Section | Item Description | Unit | Quantity | Unit Price-\$ | Amount -\$ |
|--------|--------------|---------|---|------|----------|---------------|------------|
| 33.05 | 33 11 01 | 1.8.3 | Tees | | | | |
| | | | a) 350x350x150 BF HDPE c/w TB | ea | 1 | | |
| | | | b) 300x300x150 BF HDPE c/w TB | ea | 1 | | |
| | | | b) 250x250x150 FxFx DI | ea | 1 | | |
| | | | c) 200x300x250 FxFx DI | ea | 1 | | |
| | | | d) 250x300x150 FxFx DI | ea | 1 | | |
| | | | e) 300x200x300 FxFx DI c/w TB | ea | 1 | | |
| 33.06 | 33 11 01 | 1.8.3 | Reducers | | | | |
| | | | a) 350x300 FxF DI | ea | 1 | | |
| | | | b) 250x300 FxF DI | ea | 3 | | |
| | | | c) 250x200 FxF DI | ea | 1 | | |
| | | | d) 300x350 BF HDPE | ea | 1 | | |
| 33.07 | 33 11 01 | 1.8.3 | Plug abandoned AC with Gout all sizes | ea | 6 | | |
| 33.09 | 33 11 01 | 1.8.3 | Blind Flange | | | | |
| | | | a) 250mm dia. | ea | 1 | | |
| | | | b) 250mm dia. Threaded c/w 50mm blow off | ea | 1 | | |
| 33.10 | 33 11 01 | 1.8.3 | Coupler - Hymax or Robar c/w Denso tape, primer and paste | | | | |
| | | | a) 300mm dia. | ea | 1 | | |
| | | | b) 200mm dia. | ea | 2 | | |
| | | | c) 150mm dia. | ea | 1 | | |

APPENDIX 1
District of Summerland

SCHEDULE OF QUANTITIES AND UNIT PRICES

(See paragraph 5.3.1 of the Instructions to Tender - Part II)

(All prices and Quotations including the contract Price shall include all Taxes, except GST. GST shall be shown separately)

| Item # | Payment Para | Section | Item Description | Unit | Quantity | Unit Price-\$ | Amount -\$ |
|--------|--------------|---------|--|-------|----------|-----------------------|-------------|
| 33.11 | 33 11 01 | 1.8.4 | Service Connections - complete as per DoS Dwg. 301, CU or equivalent ID PE | | | | |
| | | | a) 19mm , c/w Ford meter coil pit | ea | 7 | | |
| | | | b) 38mm | ea | 8 | | |
| 33.12 | 33 11 01 | 1.8.6 | Combination 50mm Air Valve ARI D-090, complete as per Dos Dwg. 303 | ea | 3 | | |
| 33.13 | 33 11 01 | | HDPE Flange Adapter c/w backing ring | | | | |
| | | | a) 350mm | ea | 1 | | |
| | | | b) 300mm | ea | 5 | | |
| | | | c) 250mm | ea | 1 | | |
| | | | d) 150mm | ea | 2 | | |
| 33.14 | 33 11 01 | 1.8.3 | DI Flanged Cross - 250x250x200x150 | ea | 1 | | |
| 33.15 | 33 11 01 | SSpec | Tie-ins to existing, All legs- Excludes Fittings | | | | |
| | | | a) Simpson & Canyon | LS | 1 | | |
| | | | b) Sherk | LS | 1 | | |
| | | | c) Mountain Sth - Golf Course | LS | 1 | | |
| 33.16 | | SSpec | Temporary Tie-in While Services Move to New Main | LS | 1 | | |
| 33.17 | | SSpec | Remove and dispose of existing AC watermain - all sizes c/w plugging abandoned ends with grout | lin.m | 20 | | |
| 33.18 | | SSpec | Locate Existing Watermains/Services- As directed by Engineer | PS | 1 | \$ 5,000.00 | \$ 5,000.00 |
| 33.19 | 33 11 01 | 1.8.6 | 50mm Blow Off, complete as per DoS Dwg. 302 | ea | 2 | | |
| | | | | | | Sub-Total Division 33 | |

District of Summerland

Canyon View Road Watermain
Replacement

Reference No: ITT-2021-33

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

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

MLESTONES DATES:

| | |
|--------------------------|------------------|
| Construction Start | See SGC 4.6.8(2) |
| Substantial Performance: | June 3, 2022 |
| Total Performance: | June 17, 2022 |

| ACTIVITY | CONSTRUCTION SCHEDULE (Weeks) | | | | | | | | | |
|----------|-------------------------------|---|---|---|---|---|---|---|---|----|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
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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

**District of Summerland
Canyon View Road Watermain Replacement
Reference No: ITT-2021-33**

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 _____

District of Summerland

Canyon View Road Watermain Replacement

Reference No: ITT-2021-33

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 () _____ | | |
| | Owner / Contract _____ Phone () _____ Fax () _____ | | |
| | Owner / Contract _____ Phone () _____ Fax () _____ | | |
| | Owner / Contract _____ Phone () _____ Fax () _____ | | |
| | Owner / Contract _____ Phone () _____ Fax () _____ | | |
| | Owner / Contract _____ Phone () _____ Fax () _____ | | |

Tenderer's Initials _____

District of Summerland

Canyon View Road Watermain Replacement

Reference No: ITT-2021-33

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

| TRADE | SUBCONTRACTOR NAME | PHONE NUMBER |
|-------------------------|--------------------|--------------|
| SURVEYING | | |
| PIPE LAYING | | |
| CONCRETE | | |
| ASPHALT PAVING | | |
| PIPE INSPECTION | | |
| OTHER: (Please Specify) | | |
| | | |
| | | |
| | | |
| | | |

Tenderer's Initials

Appendix 6 - CONFLICT OF INTEREST DISCLOSURE STATEMENT

(Refer to Instructions to Tenderers – Part I)

| | |
|---|--|
| Date | |
| Tenderer's Name | |
| Address | |
| Phone | |
| Email | |
| Signature of Authorized Signing Officer | |
| Print Name of Authorized Signing Officer | |
| Title of Authorized Signing Officer | |

To the District of Summerland:

The Tenderer declares that it has no pecuniary interest in the business of any third party that would cause a conflict of interest or be seen to cause a conflict of interest in carrying out the Project. The Tenderer also declares that neither it, nor any of its officers, directors, principals or employees, have or have had any relationship with any District employees or elected officials of the District, which creates or has the potential to create a real or perceived conflict of interest, or provide an unfair advantage, **except as identified below**. The above, individually, for each such relationship, identify:

| |
|--|
| 1) the party or individual(s) involved: (if not applicable, mark N/A) |
| |
| 2) the nature of the relationship: (if not applicable, mark N/A) |
| |
| 3) the measures implemented, if any, to mitigate the conflict: (if not applicable, mark N/A) |
| |

BETWEEN *OWNER* AND *CONTRACTOR*

This agreement made in duplicate this

_____ day of _____, 20____.

Contract: Canyon View Road Watermain Replacement

Reference No. ITT-2021-33

BETWEEN:

The District of Summerland
a Municipal Corporation having its offices at:
13211 Henry Avenue
Summerland, BC V0H 1Z0
(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 <i>Contractor</i> will perform all <i>Work</i> and provide all labour, equipment and material and do all things strictly as required by the <i>Contract Documents</i> . |
| | 1.2 | The <i>Contractor</i> will commence the <i>Work</i> in accordance with the <i>Notice to Proceed</i> . The <i>Contractor</i> will proceed with the <i>Work</i> diligently, will perform the <i>Work</i> generally in accordance with the construction schedules as required by the <i>Contract Documents</i> and will achieve the <i>Milestone Dates</i> , including <i>Substantial Performance</i> and <i>Total Performance</i> of the <i>Work</i> on or before the dates listed in Appendix 2 of the Form of Tender, subject to the provisions of the <i>Contract Documents</i> for adjustments to the <i>Contract Time</i> |
| | 1.3 | Time shall be of the essence of the Contract. |

| | | |
|-------------------------------|-----|---|
| Article 2 Contract Documents | 2.1 | The " <i>Contract Documents</i> " consist of the documents listed or referred to in Schedule 1, entitled " <i>Schedule of Contract Documents</i> ", 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 <i>Contract Documents</i> . All of the <i>Contract Documents</i> shall constitute the entire <i>Contract</i> between the <i>Owner</i> and the <i>Contractor</i> . |
| | 2.2 | The <i>Contract</i> supersedes all prior negotiations, representations or agreements, whether written or oral, and the <i>Contract</i> may be amended only in strict accordance with the provisions of the <i>Contract Documents</i> . |
| Article 3 Contract Price | 3.1 | The price for the <i>Work</i> (" <i>Contract Price</i> ") shall be the sum in Canadian dollars of the following: <ul style="list-style-type: none">.1 the product of the actual quantities of the items of <i>Work</i> listed in the <i>Schedule of Quantities and Prices</i> which are incorporated into or made necessary by the <i>Work</i> and the unit prices listed in the <i>Schedule of Quantities and Prices</i>; plus.2 all lump sums, if any, as listed in the <i>Schedule of Quantities and Prices</i>, for items relating to or incorporated into the <i>Work</i>; plus.3 any adjustments, including any payments owing on account of <i>Changes</i> and agreed to <i>Extra Work</i>, approved in accordance with the provisions of the <i>Contract Documents</i>. |
| | 3.2 | The <i>Contract Price</i> shall be the entire compensation owing to the <i>Contractor</i> for the <i>Work</i> 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 <i>Work</i> . |
| | 4.1 | Subject to applicable legislation and the provisions of the <i>Contract Documents</i> , the <i>Owner</i> shall make payments to the <i>Contractor</i> . |
| | 4.2 | If the <i>Owner</i> fails to make payments to the <i>Contractor</i> as they become due in accordance with the terms of the <i>Contract Documents</i> 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 <i>Contract Documents</i> 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, email, fax, or by pre-paid registered mail to the addresses as set out below:

The *Owner*:

District of Summerland

13211 Henry Ave,

Summerland, BC V0H 1Z0

Attention: Steve Semenoff

Email: ssemenoff@summerland.ca

The *Contractor*:

Attention: _____

Email: _____

The *Contract Administrator*:

Allnorth Consultants Limited

501 - 2755 Tutt Street

Kelowna, BC V1Y 0G1

Attention: Andrew Johnson, P.Eng.

Email: afjohnson@allnorth.com

- 6.2 A communication or notice that is addressed as above shall be considered to have been received
- 6.2.1 immediately upon delivery, if delivered by hand; or
- 6.2.2 immediately upon transmission if sent by fax and received in hard copy; or
- 6.2.3 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 This *Contract* may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. It shall not be necessary that any single counterpart hereof be executed by all parties so long as at least one counterpart is executed by each party.
- 7.3 This *Contract* may be digitally signed via a reputable commercial digital signature provider, on the conditions that the signer has sole access to the signer's account with such provider and that an electronic copy of the digitally-certified signed *Contract* is provided to all of the parties. Delivery of a signed copy of this *Contract* by facsimile or electronically reproduced transmission shall be effective as delivery of an originally-executed copy of this *Contract* and any such copy so delivered shall be deemed to be an originally-executed copy for all intents and purposes.
- 7.4 The *Contractor* shall not, without the express written consent of the *Owner*, assign this *Contract*, or any portion of this *Contract*.
- 7.5 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*.
- 7.6 A word in the *Contract Documents* in the singular includes the plural and, in each case, vice versa.
- 7.7 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:

District of Summerland

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(FULL NAME OF AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

(FULL NAME OF 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 - Platinum Edition Volume II", Printed 2009.

All sections of these publications are included in the *Contract Documents*.

- Agreement, including all Schedules;
- Supplementary General Conditions;
- General Conditions*;
- Supplementary Specifications:
 - .1 Project Specific Supplementary Specifications
 - .2 Project Specific Supplementary Payment Procedures
- Specifications*;
- Supplementary Standard Detail Drawings;
- Standard Detail Drawings*;
- MMCD Supplemental Updates (available at mmcd.net);
- Executed Form of Tender, including all Appendices;
- *Contract Drawings* listed in Schedule 2 to the Agreement - "List of *Contract Drawings*";
- Instructions to Tenderers - Part I;
- Instructions to Tenderers - Part II*;
- The following Addenda (ADDENDA #, if any):

Schedule 2 List of Contract Drawings

(COMPLETE LISTING OF ALL DRAWINGS, PLANS AND SKETCHES WHICH ARE TO FORM A PART OF THE CONTRACT, OTHER THAN STANDARD DETAIL DRAWINGS AND SUPPLEMENTARY STANDARD DETAIL DRAWINGS.)

| TITLE | DWG. NO. | DATE | REV. NO. | REV. DATE |
|--------------------------------|----------------|----------|----------|-----------|
| OVERVIEW & TYPICAL SECTIONS | 2003153-CV-C01 | 21/01/07 | 0 | 21/10/28 |
| MOUNTAIN AVENUE | 2003153-CV-R01 | 21/01/07 | 0 | 21/10/28 |
| MOUNTAIN AVENUE & MCGEE STREET | 2003153-CV-R02 | 21/01/07 | 0 | 21/10/28 |
| PARADISE ROAD | 2003153-CV-R03 | 21/01/07 | 0 | 21/10/28 |
| CANYON VIEW ROAD | 2003153-CV-R04 | 21/01/07 | 0 | 21/10/28 |
| CANYON VIEW ROAD | 2003153-CV-R05 | 21/01/07 | 0 | 21/10/28 |
| DETAILS AND NOTES | 2003153-CV-D01 | 21/01/07 | 0 | 21/10/28 |
| CROSS SECTIONS | 2003153-CV-X01 | 21/01/07 | 0 | 21/10/28 |
| CROSS SECTIONS | 2003153-CV-X02 | 21/01/07 | 0 | 21/10/28 |
| CROSS SECTIONS | 2003153-CV-X03 | 21/01/07 | 0 | 21/10/28 |
| CROSS SECTIONS | 2003153-CV-X04 | 21/01/07 | 0 | 21/10/28 |
| CROSS SECTIONS | 2003153-CV-X05 | 21/01/07 | 0 | 21/10/28 |
| CROSS SECTIONS | 2003153-CV-X06 | 21/01/07 | 0 | 21/10/28 |
| CROSS SECTIONS | 2003153-CV-X07 | 21/01/07 | 0 | 21/10/28 |
| CROSS SECTIONS | 2003153-CV-X08 | 21/01/07 | 0 | 21/10/28 |
| CROSS SECTIONS | 2003153-CV-X09 | 21/01/07 | 0 | 21/10/28 |
| CROSS SECTIONS | 2003153-CV-X10 | 21/01/07 | 0 | 21/10/28 |
| CROSS SECTIONS | 2003153-CV-X11 | 21/01/07 | 0 | 21/10/28 |

**PROJECT SPECIFIC
SUPPLEMENTARY GENERAL CONDITIONS**

The General Conditions for this project are contained in the Master Municipal Construction Documents (MMCD) Platinum Edition Volume II, 2009, except as specified in the following Supplementary General Conditions and MMCD Supplemental Updates (see Schedule 1 of the Agreement). These Supplementary General Conditions take precedence over the applicable MMCD General Conditions.

1.0 Definitions

1.21 Contract Administrator ‡

SGC 1.21.1 Delete GC 1.21.1 and replace with the following:

“Contract Administrator” means the person appointed by the *Owner* and identified by the *Owner* in writing to the *Contractor*. The *Contract Administrator* may be an officer of the *Owner*, a direct employee of the *Owner*, an officer or employee of the consultant who designed the *Work* for the *Owner*, or an independent consultant.

1.30 Deleted Items ‡

SGC 1.30.1 Delete GC 1.30.1 “deleted items”

1.47 Notice to Proceed

SGC 1.47.1 Delete GC 1.47.1 and replace with the following:

.1 Notice to Proceed is a written notice from the *Owner* or *Contract Administrator* to the *Contractor* directing the *Contractor* to commence the *Work*.

1.48 Optional Work

Add SGC 1.48.2 as follows:

.2 Pricing for Optional Work shall not include any general overhead costs or profit not directly related to the Optional Work.

1.70 Tender Closing Date and Tender Closing Time

SGC 1.70 Delete GC 1.70 and replace with the following:

“Tender Closing Date” and *“Tender Closing Time”* has the meaning set out in the Invitation to Tenderers.

2.0 DOCUMENTS

2.2 Interpretation ‡

SGC 2.2.4 - Delete GC 2.2.4 (1) (i) and replace with the following:

(i) Standard Detail *Drawings*

2.4 Copies of Contract Documents

SGC 2.4.1 - Delete GC 2.4.1 and replace with the following:

The *Owner* shall provide the Contractor without charge with three (3) copies of the *Contract Documents* and electronic copies of the *Contract Drawings* in PDF format, except that the *Contractor* shall at the *Contractor's* cost obtain the "Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings".

3.0 CONTRACT ADMINISTRATOR

3.4 Inspection and Site Inspector ‡

SGC 3.4.5 - Delete GC 3.4.5 and replace with the following:

- .5 If at any time and for any reason the *Contract Administrator* determines that inspection or testing of the *Work*, or portion of the *Work*, is required that was not called for in the *Contract Documents*, then the *Contract Administrator* may direct the *Contractor* to perform, or have performed, that inspection or testing, as provided in GC 4.12.6.

4.0 CONTRACTOR

4.2 Safety

Add SGC 4.2.2 as follows:

Before commencing any *Work* at the *Place of the Work*, the *Contractor* shall provide the *Contract Administrator* and the *Owner* with a list of at least three (3) persons who have authority to act on behalf of the *Contractor* in an emergency. At least one (1) of the persons shall be available outside the approved hours of work.

4.3 Protection of *Work*, Property and the Public

SGC 4.3.4 - Add the following paragraphs:

- (4) Expose all connection points and crossing locations for proposed utilities at least one week prior to construction at each site and notify the Contract Administrator of the exact location and elevation of the connection points and crossing utilities for design confirmation. 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 4.6.2 - Delete GC 4.6.2 and replace with the following: ‡

- .2 The *Contractor* shall update the Baseline Construction Schedule monthly to produce an adjusted Baseline Schedule (the “Adjusted Baseline Schedule”) that reflects any adjustments to the *Milestone Date(s)* or the Contract Time as provided by the *Contract Documents*, including without limitation if the *Contract Administrator* issues a Change Order or other *Contract Document(s)* which adjusts any *Milestone Date(s)*. Each Adjusted Baseline Schedule will replace the previous *Baseline Construction Schedule*.

SGC 4.6.6 - Delete GC 4.6.6 and replace with the following: ‡

- .6 The time for the performance of the Work shall commence on the date specified in the *Notice to Proceed*, or if not so specified, on the date the *Notice to Proceed* is issued. Subject to a contrary provision in the *Contract Documents*, the Owner shall issue the *Notice to Proceed* within 10 Days of receipt of the documentation required from the Contractor under paragraph 5.1.1 of the Form of Tender. Failure by the *Owner* to issue the *Notice to Proceed* within the 10 Days shall entitle the *Contractor* to a claim for delay under GC 13.1.1.

SGC 4.6.8 - Add SGC 4.6.8 as follows:

- .8 In preparing and updating the *Baseline Construction Schedule*, the *Contractor* shall respect and adhere to the following project scheduling considerations and constraints:
- (1) The *Contractor* is permitted to *Work* between the hours of 7:00am to 10:00pm, Monday to Saturday. No *Work* is to occur on Sundays or Statutory Holidays, without prior approval.
 - (2) The *Contractor* shall commence work no earlier than March 1st, 2022.

4.7 Superintendent

Delete GC 4.7.1 and replace with the following: ‡

- .1 The *Contractor* shall employ a competent senior representative at the *Place of the Work* (the “*Superintendent*”) who shall have the responsibility to ensure that the *Work* is performed in compliance with the *Contract Documents*. Unless otherwise permitted in writing by the *Owner*, the *Superintendent* shall be the person whose experience was submitted in Appendix 3 of the Tender. The *Contractor* shall also employ necessary assistants for the *Superintendent* and the *Superintendent* and assistants shall be in attendance at the *Place of the Work* while *Work* is being performed.

4.11 Subcontractors †

Delete GC 4.11.2 and replace with the following:

- .1 The *Contractor* shall employ only the Subcontractors listed in Appendix 5 of the Form of Tender, or others as approved in writing by the *Owner*, and shall not change or employ additional Subcontractors without the approval of the *Owner*, which approval shall not be unreasonably withheld.

4.12 Tests and Inspections

SGC 4.12.4 - Add the following:

As a minimum, the *Contractor* shall perform at their own cost all tests, inspections and approvals of the *Work* necessary for *Quality Control* to ensure materials, products and workmanship are in strict conformance with the *Contract Documents*. The Contractor shall provide the results of such tests, inspections and approvals to the Contract Administrator upon request.

Add SGC's 4.12.11 and 4.12.12 as follows:

.11 The Owner will retain and pay for the services of a mutually agreed upon independent testing agency to complete proctor testing in the event of a dispute between quality control and quality assurance test results. The results of the independent testing agency will be considered conclusive.

.12 The cost of failed tests due to non-compliance of the work with the minimum requirements of materials and workmanship shall be paid for by the Contractor. The costs of extra tests will be calculated by the Contract Administrator, based on the invoices submitted to the Owner for testing and will be subtracted from the monthly progress payment.

SGC 4.12.6 (2) - Add the following:

Notwithstanding the above:

For Quality assurance purposes, where compaction and material testing services are required, the *Owner* may appoint a material testing subcontractor. The Owner shall pay for such compaction and material testing, except that the Contractor shall be required to pay for any compaction and material testing that is:

- re-testing of areas where previous tests failed;
- required to verify the acceptability of corrected work; or
- performed exclusively for the contractors convenience.

In all cases, the Contractor is responsible to facilitate and provide access to all *Works*

for the purpose of inspection and testing.

6.0 OTHER CONTRACTORS

Add the following:

SGC 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 the District 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.

7.0 CHANGES ‡

Delete GC 7.1.3 and replace with the following:

- .3 Additional work that the *Owner* may wish performed that does not satisfy the requirements of subparagraphs (a) and (b) of GC 7.1.1(1) is *Extra Work* and not a *Change*. Pursuant to GC 8, *Extra Work* may be declined by the *Contractor* or may, upon agreement between the parties, be undertaken as *Extra Work*.

9.0 VALUATIONS OF CHANGES AND EXTRA WORK

9.4 Quantity Variations

SCG 9.4.1 - Delete GC 9.4.1 and replace with the following: ‡

- .1 If for any reason, including an addition or deletion under GC 7.1.1.(1) or GC 7.1.1.(2) respectively, the actual quantity of a unit price item varies by more than plus or minus the *Variance Threshold Percentage* from the estimated quantity for that unit price item as listed in the *Schedule of Quantities and Prices* (the "*Tender Quantity*") or as otherwise agreed to pursuant to these *Contract Documents*, then either the *Owner* or the *Contractor* may by written notice request the other party to agree to a revised unit price, considering the change in quantities. A party shall make a request for a revised unit price as soon as reasonably possible after the party concerned becomes aware of the quantity variation.

Delete GC 9.4.2 (2) and replace with the following: ‡

- (2) If there is an overrun in the estimated quantity, GC 9.4.3 (2) shall apply to the overrun.

Delete the following portion of GC 9.4.2:

"For reference see Instructions to Tenderers, paragraph 17 regarding prices for *Optional Work*."

10.0 FORCE ACCOUNT COSTS

Delete GC 10.1.1(4) and replace with the following: ‡

- (4) Force Account Work Performed by a Subcontractor shall be paid for in the lesser of:
(i) the amount as provided by subparagraphs (1), (2) and (3) of this GC, plus a markup of 5%, or (ii) the actual amount the Contractor pays the Subcontractor including a markup of 10% on such actual cost to cover all overhead and profit.

Add SGC 10.1.2 as follows:

- .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.

12.0 HAZARDOUS MATERIALS

12.2 Discovery of *Hazardous Materials* ‡

Delete GC 12.2.2 and replace with the following:

- .2 If the *Contract Administrator* observes any materials at the *Place of the Work* that the *Contract Administrator* knows or suspects may be *Hazardous Materials* then the *Contract Administrator* shall immediately give written notice to the *Contractor* and the *Contractor* shall immediately stop the *Work* or portion of the *Work* as required by GC 12.2.1 (1).

13.0 DELAYS

13.1 Delays by Owner or Contract Administrator

Delete 13.1.1 (2) and replace with the following:

- .1 (2) Reimbursement by the Owner for directly related out of pocket additional costs reasonably and necessarily incurred by the Contractor as a result of such delay, plus payment of a markup of 10% on such costs shall be allowed for overhead, plus a further markup of 10% on the total of the foregoing shall be allowed for profit. No payment shall be owed for lost opportunity of other indirect cost. Directly related out of pocket additional costs which are submitted to the Contract Administrator will be reviewed for reasonableness, with consideration given to whether the Delay is 'short term' (Hours) or 'long term' (Days or more). When reviewing costs, the *Contract Administrator* shall have consideration for the following components:

- Labour: Labour and site overheads at the job site (such as the Superintendent, field office staff, site staff vehicles, site office utilities, and site security) are out of pocket costs during a short term delay only.
- Equipment: Only the fixed costs associated with equipment such as depreciation, interest cost, insurance cost, shop cost allocation, and support staff such as mechanics or purchasing agents are out of pocket costs.

13.9 Liquidated Damages for Late Completion †

SGC 13.9.1 - Delete 13.9.1 and replace with the following:

- .1 If the *Contractor* fails to meet the *Milestone Date* for *Substantial Performance* as set out in the Form of Tender, paragraph 2.2 as may be adjusted pursuant to the provisions of the *Contract Documents*, then the *Owner* may deduct from any monies owing to the *Contractor* for the *Work*:

- (1) as a genuine pre-estimate of the *Owner's* increased costs for the *Contract Administrator* and the *Owner's* own staff caused by such delay an amount of \$1,500.00 per day or pro rata portion for each *Day* that actual *Substantial Performance* is achieved after the *Substantial Performance Milestone Date*; plus
- (2) all direct out-of-pocket costs, such as costs for safety, security, or equipment rental, reasonably incurred by the *Owner* as a direct result of such delay.

If the monies owing to the *Contractor* are less than the total amount owing by the *Contractor* to the *Owner* under (1) and (2) then any shortfall shall immediately, upon written notice from the *Owner*, and upon *Substantial Performance*, be due and owing by the *Contractor* to the *Owner*.

17.0 DISPUTES

17.5 *Referee* †

SGC 17.5.2 (2) - Delete GC 17.5.2 (2) and replace with the following:

- (2) if the parties have not agreed upon a *Referee* within 3 Days of a submission of names by one party to the other as provided by GC 17.5.2 (1), then either party may request in writing the Master Municipal Construction Documents Association to appoint the *Referee*. The Association will have the authority to appoint a *Referee* without further consultation with the parties and the parties shall accept the Association's appointment. If for any reason the Association fails to appoint a *Referee* within 5 Days of the written request then such failure shall be deemed to be an agreement between the parties to omit a review of that *Dispute* by a *Referee* and a party may at the end of the 5 Days request a *Settlement Meeting* and proceed with the remaining steps in the *Dispute* resolution process as described in this GC.

18.0 PAYMENT

18.2 Supporting Documentation †

SGC 18.2.2- Delete GC 18.2.2 and replace with the following:

- .2 If requested in writing by the *Contract Administrator* the *Contractor* shall as a precondition to the issuance of the *Payment Certificate* provide a sworn declaration in a form acceptable to the *Contract Administrator*, that as of the date set out in the sworn declaration all amounts which have been incurred directly by the *Contractor* relating to the *Work* that are due and owing to third parties have been paid.

18.4 Holdbacks

SGC 18.4.2 - Delete GC 18.4.2 and replace with the following:

- .2 Defects and Deficiencies: In addition to other holdbacks as provided by the *Contract Documents*, when considering *Substantial Performance*, the *Owner* may hold back from payments otherwise due to the *Contractor* 200% of a reasonable estimate, as determined by the *Contract Administrator*, on account of deficient or defective *Work* already paid for. This holdback may be held, without interest, until all deficiencies or defects are remedied. The items of defect or deficiency and the amounts of related holdbacks shall be listed separately on the *Payment Certificate*.

Add SGC 18.4.6 as follows:

- .6 At the time of *Substantial Performance* the *Contractor* is required to provide record

drawing information that meets Section 01 33 01 - Project Record *Drawings*. Should the *Contractor* fail to provide the record drawing information, this will be taken to be a deficiency and the *Owner* may hold back \$5,000 from payments otherwise due to the *Contractor*. This holdback may be held until record drawing information is submitted and approved by the *Contract Administrator*, and the conditions of SGC 18.4.2 are met.

18.5 Payment

SGC 18.5.1 - Delete the words "15th Day" and replace with the words "30th Day,"

18.6 Substantial Performance

SGC 18.6.3 - Delete GC 18.6.3 (1) and replace with the following: †

(1) a sworn declaration in a form in accordance with SGC 18.2.2; and;

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 14 calendar days after the date of *Substantial Performance* 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.

SGC 18.6.7 and 18.6.8 - Add SGCs 18.6.7 and 18.6.8 as follows:

- .7 If the *Contractor* is unable to complete a portion of the *Work* because of climatic or other conditions beyond the *Contractor's* reasonable control, and the *Work*, or a substantial part of it, is ready for use or is being used for the purpose intended, the uncompleted *Work* may be removed from the calculation for determination of Substantial Performance as outlined in SGC 18.6.8.
- .8 If uncompleted *Work* is removed from the calculation for determination of Substantial Performance as described in SGC 18.6.7, a new date for Substantial Performance and Total Performance for the remaining work will be established by the *Contract Administrator* in consultation with the *Contractor*. All Contract provisions for GC 13 Delays and GC 18 Payment shall apply to the remaining work.

18.7 Total Performance

SGC 18.7.4 - Add the following :

18.7.4 If *Total Performance* is not achieved on the date as outlined in SGC 18.6.4, upon written notification, 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*.

20.2 PERMITS

Add SGC 20.2.3 as follows:

20.2.3 The Contractor shall obtain a District of Summerland business license, a copy of which must be submitted to the *Contract Administrator* prior to issuance of the first *Payment Certificate*.

21.0 WORKERS COMPENSATION REGULATIONS

21.2 Contractor is "Prime Contractor".

SGC 21.3 - Add the following:

21.3.3 Prior to commencing construction, Contractor to provide the following documents related to Asbestos Cement pipe removal/handling as required to meet Worksafe BC as necessary:

- Exposure Control Plan (Risk Assessments, Safe Work Procedures, Inventories of A/C Pipe);
- PPE and decontamination procedures;
- proper pipe wrap, labeling and disposal;
- submit Notice of Project - asbestos;
- plan developed by a qualified person (CIH, ROH, CSP, CRSP);
- training for all those working at the site (Moderate Level Asbestos Training);
- proper set up of work zone (protect works and the public); and
- fit testing (qualitative or quantitative).

22 INDEMNIFICATION

22.1 Contractor to Indemnify

Delete GC 22.1.1 and replace with the following:

.1 The *Contractor* shall indemnify and hold harmless the *Owner* and the *Contract Administrator*, their agents, employees and elected officials from and against any claims, demands, losses, costs, damages, actions, including all costs and actual legal

fees and disbursements, judgments, suits or proceedings by third parties ("Claims") of any nature whatsoever directly or indirectly arising from any breach by the *Contractor* of any of its covenants and obligations under this *Contract* or any negligent or wilful act or omission of the Contractor or its agents, employees, *Subcontractors*, suppliers, invitee, or any other person for whom the *Contractor* is responsible at law. The Contractor shall be responsible, at its cost, for investigating, handling and defending any *Claims*.

Add SGC 22.1.2 as follows:

- .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.

24.0 INSURANCE

24.1 Required Insurance

Delete GC 24.1.1 (1) and replace with the following:

- (1) Automotive Liability Insurance (Owned and Non-Owned Units)

Limits: Bodily Injury and Property Damage - inclusive each accident "\$5,000,000".

The Contractor shall, at the Contractor's expense, throughout the term of the Contract, maintain such insurance as required under the Insurance (Motor Vehicle) Act of British Columbia. The Contractor shall provide the Owner with a Certificate of Insurance, I.C.B.C. form No. APV 47, for owned or leased vehicles as evidence of third party motor vehicle insurance coverage.

Delete GC 24.1.1 (2) and replace with the following:

- (2) Commercial General Bodily Injury and Property Damage liability Insurance

Limits: Bodily Injury and Property damage - inclusive \$5,000,000

The insurance shall include Contractor's Contingent Liability and Contractual Liability of sufficient scope to include the liability assumed by the Contractor under the terms of this Contract, and Completed Operations Liability. The policy shall include the Owner and the Contract Administrator as additional insured's with a cross liability clause. Any property damage deductible shall be for the account of the Contractor and shall not exceed \$10,000.00 for any one occurrence.

Delete GC 24.1.5 and replace with the following:

- .5 All policies referred to in this GC shall provide that thirty (30) days notice of cancellation will be given in writing to each insured, including the Owner, otherwise the policies to remain in full force and effect until the Work has been completed. Notwithstanding the foregoing, the Commercial General Bodily Injury and Property Damage Liability insurance referred to in GC 24.1.1 (2) shall remain in full force and

effect from the commencement of the performance of the Work for a period of not less than twelve (12) months following Total Performance, and with respect to completed operations coverage for a period of not less than 24 months following Total Performance.

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*.

SCHEDULE 17.5.3 Letter Agreement with *Referee* †

Add following Schedule 17.5.3 to Supplementary General Conditions:

Schedule 17.5.3

Letter Agreement with *Referee*

(Name and Address of *Referee*)

Contract:

Reference No.

BETWEEN:

(the "*Owner*")

AND:

(the "*Contractor*")

We write to confirm your appointment as a *Referee* under the above *Contract*. The terms of your appointment are as contained in GC 17.5 of the *Contract Documents*. The parties specifically confirm GC 17.5.5, GC 17.5.13 and GC 17.5.14.

We confirm that you agree to review any Disputes in accordance with the *Contract Documents* that may be sent to you by either of the parties, and perform the functions of a *Referee* as described in the *Contract Documents*. The written *Dispute* and related materials, including a copy of the *Contract Documents*, shall be forwarded to you.

We confirm that your daily/hourly rate for fees is \$_____. In addition to your invoiced fees the *Owner* will pay any and all reasonable disbursements incurred in providing your services.

Please submit your invoices on a monthly basis directly to the *Contract Administrator*. The *Owner* shall make payment within 20 calendar days of receipt.

Note: ‡ Indicates amendment recommended by MMCD Board

Please confirm your agreement to the terms as set out in this letter by signing a copy of the enclosed letter and returning it to the *Contract Administrator*.

Yours truly,

Authorized Signatory of *Owner*

Date

Authorized Signatory of *Contractor*

Date

Referee

Date

END OF SUPPLEMENTARY GENERAL CONDITIONS

**PROJECT SPECIFIC
SUPPLEMENTARY SPECIFICATIONS**

1.1 **Project Record Documents – Section 01 33 01**

- .1 Add the following to Cl. 1.7.1 – Recording Actual Site Conditions: All deep utilities must be recorded in 3 dimensions as work progresses for Record Drawing purposes and data submitted to C.A. on a monthly basis.

1.2 **Traffic Control and Vehicle Access – Section 01 55 00**

- .1 Canyon View Road is a local road servicing approximately 10 lots and a golf course. It has only one access point from the East at Simpson Road, as such a minimum single lane alternating access with traffic control will be required at all times.

The Contractor will be required to provide a Traffic and Pedestrian Control Plan prior to construction commencing in “**Rapid Plan**” format as described in the MoT Traffic Control Manual for Work on Roadways (latest edition) and the MoT Traffic Management Guidelines for Work on Roadways (September, 2001). Contractors must familiarize themselves with these documents in developing Traffic Control Plans for review by the Contract Administrator and relevant authorities.

All construction signage and traffic control must be in compliance with the above documents, and Bidders are advised not to underestimate requirements. The Contractor shall designate a Traffic Control Supervisor/Site Safety Officer responsible for site safety (pedestrian, wheelchair and vehicular) with specific training as identified in the MoT Traffic Control Manual and Work Safe BC.

The Traffic Control Supervisor must review signage identified in the Contractor's Traffic Plan prior to construction and then on a daily basis.

The Contractor shall provide additional written notice to residents one day prior to property access restrictions. The content and form of the written notifications shall be reviewed and approved by the Contract Administrator prior to delivery. Access for local traffic shall be maintained at all times except when work is proceeding immediately adjacent to a property. Suitable access shall be defined as a bladed and comfortable driving surface sufficient to accommodate a standard two-wheel drive passenger vehicle, medic scooters and wheelchairs.

Public relations related to the Works and Traffic Control Plan are the responsibility of the Contractor and is considered incidental to the work, including all specified temporary traffic control signage, barriers and flag persons.

The Contractor shall provide daily notification and coordination as required with all emergency and public services including Transit, garbage collection, Canada Post, etc.

The Contractor must liaise daily with the residents fronting on the work regarding access restrictions and alternative access measures.

Well graded pedestrian access must be kept in a clean condition and open to pedestrian traffic at all times. Contractor will make provision at all times for adequate separation between public and work area hazards, active and inactive, such as construction equipment and excavations by means of delineation, barricades or fencing. Trenches, excavations left exposed overnight must be fenced to negate pedestrian access.

Traffic control devices overnight must have high intensity or diamond grade reflective qualities and flashing beacons. Where equipment enters or exits the work area, Traffic Control Persons shall be used.

Failure to comply with traffic control requirements will result in the OWNER coordinating and administering measures to ensure traffic or pedestrian safety at the Contractor's expense equal to cost, plus 15%.

A Block meeting with local residents will be required for Contractor to explain construction schedule, access and safety. This will be held at 5:30 p.m. on a day to be determined. Contractor to deliver notification letter to local residents 48hrs ahead of meeting. The Block Meeting must be scheduled for at least 7 Calendar days before mobilizing on site.

All costs related to traffic control and safety are deemed to be included in the lump sums tendered.

1.3 Temporary Support of Power Poles – Division 26.56.01

- .1 Temporary support of power poles is not a separate pay item. Tenderers shall adjust their prices to ensure all costs associated with temporary support of power poles are accounted for within other payment items.

1.4 Excavating, Trenching and Backfilling – Section 31 23 01

Add the following to Cl. 3.5.3.4 – Backfill and Compaction:

It is intended to use native materials for backfill wherever suitable. Only materials deemed unsuitable in the opinion of the C.A. will be approved for disposal off-site and replaced with imported granulars. Native material approved for reuse must be handled, stockpiled and suitably compacted and all costs incidental thereto are deemed to be included in the unit rates tendered."

1.5 Water Supply Disruption Notice – Section 33 11 01

Delete 1.7.3, 1.7.4 and replace with:

- .1 Contractor to provide minimum of 48 hours written notification to affected consumers of any impending water service interruption. Affected consumers to be identified in conjunction with OWNER. Contract Administrator will approve text. No services shall be interrupted for more than 8 hours in any one day. If necessary, then temporary service must be provided.
- .2 Contractor to provide minimum 24 hours notice to Fire Department of any water system shutdown, or inactivation of hydrants.
- .3 Contractor to arrange with OWNER for the operation of any watermain valve. Only OWNER officials permitted to operate existing system appurtenances. The OWNER will operate valves and inspect cuts, caps and tie-ins to all existing watermains following Contractor testing, disinfection, flushing and approval by the Contract Administrator.
- .4 Contractor to provide 48 hours notice to the OWNER prior to tie-in work. Contractor to supply all materials, excavation, bedding, backfilling, compaction, surface gravel, pumps, approved lighting for night work and traffic control required to making tie-ins to existing mains if required.

Flushing procedure modifications to Cl. 3.21

There is no capacity to meet the velocities required to meet AWWA requirements for flushing. Modifications to the flushing procedures are as follows:

- Contractor to ensure new pipe to have end caps in place during transportation and storage on site
- Prior to installation of pipe in trench, Contractor to allow Contract Administrator to observe pipe clear of all debris
- During installation, the last installed pipe to have end cap in place until next pipe installed
- Contractor to arrange with District of Summerland for disposal of flushing water

Add the following to Cl. 3.21:

- .10 As there are no testing labs close to the project, bacteriological samples may need to be driven or couriered to an accredited lab. It is up to the Contractor to schedule testing so that samples can be delivered within the allowable time limits. At a minimum of one week before bacteriological testing, the Contract Administrator will require a written plan from the Contractor that identifies the Contractor's testing methods and procedures. No testing can commence until the plan has been approved by the Contract Administrator.

1.6 Bonding and Insurance

- .1 Bonding and Insurance shall be provided for the execution of the project and include Labour and Materials Bond, Performance Bond and requisite insurance. No separate payment is made for these items. Contractor must blend these costs into their overhead calculations.

1.7 Budget Constraints

- .1 The OWNER has a capital budget for this project and intends to remain within the budget. As such, the OWNER reserves the right to reduce or extend the scope of work as required at the unit rates tendered and without penalty as per Cl. 1.10. The OWNER in its sole discretion will decide on additions or deletions to the Scope of Work.

1.8 Photographic Recording of Job Site

Prior to commencing any construction, stockpiling of materials or work on-site, the Contractor shall produce a photographic/video record of the entire job site including centreline alignments of all utilities. One copy is to be provided to the OWNER after the inspection. This shall become a photographic record of the condition of the project prior to construction. Particular attention shall be given to the condition of existing pavements, ditches, landscaping, fences and other improvements. The pre-construction inspection will be done with a representative of the OWNER present.

The data obtained from this record will assist the Contractor in settling any claims that may arise from construction activities.

1.9 Public Notification

- .1 The Contractor shall be responsible for public relations including, but not limited to, written notices to residences, where and when detours are occurring. The Contractor's forces shall personally advise those directly impacted (48 hours in advance) of any disruption to

access or any other service inconveniences. Costs incurred by the Contractor will be incidental to the Contract.

The costs for media/newspaper releases will be borne by the OWNER and be done through the OWNER's office. The Contract Administrator will require weekly updates of project schedule and milestone objectives.

1.10 Shallow Utility Coordination

.1 Summerland Electric Utility/Telus/Shaw/Fortis

No Summerland Electric Utility/Tel/Shaw/Fortis upgrades are required on this project.

The Contractor will however be required to coordinate and liaise with each utility regarding protection of existing works. All costs related to this are deemed to be incidental to the unit/lump sum prices tendered.

1.11 Disposal Sites

- .1 Contractors shall locate their own site for disposal of all soil, rock or other unsuitable or excess material that results from the performance of the contract as per General Conditions, Clause 20.
- .2 Asphalt millings shall be stockpiled at one of the OWNER's storage sites: Mountain Avenue, Sherk Street or Belvedere Place. Disposal location as directed by Contract Administrator.
- .3 Disposal of asbestos material must be to a certified waste disposal site. Contractor to provide record of disposal to Contract Administrator.

1.12 Gravel Supply by OWNER:

Granular Base – Section 32.11.23

Granular Sub-base – Section 32.11.16.1

Excavating, Trenching and Backfilling - Section 31.23.01

Roadway Excavation, Embankment and Compaction – Section 31.24.13

- .1 Bidders to note that some gravels (base & sub-base) will be supplied by OWNER at no cost to the Contractor. The Contractors shall load, haul, place, and compact these gravels to MMCD specifications.

19mm crush base gravel is available at the Bathville pit.

75mm crush sub-base gravel is available at the District's landfill site.

The remaining gravels will be Contractor supplied and placed at the unit rates noted in the Schedule of Quantities.

**PROJECT SPECIFIC
SUPPLEMENTARY PAYMENT PROCEDURES**

MEASUREMENT AND PAYMENT

(Section and Item #'s refer to those in Schedule of Quantities and Prices)

This section provides "Measurement for Payment" clauses for items not addressed in the MMCD specifications or provides revised/amended clauses for items included in MMCD. These items have an "SSpec" notation in the 'Payment' column of Appendix 2 of the Form of Tender.

Note that any minor items not listed in the Form of Tender but typical for this type of work, such as but not limited to utility locates, exploratory digging, protection of utilities, temporary construction fencing, disposal of waste materials, adjustment of existing surface features or appurtenances, removal and replacement of trees, shrubs and landscaping, public relations, miscellaneous fittings, connections or removals shall be considered incidental to the work and no separate payment will be made.

Item 01.01 - Section 01.53.01 - Mobilization/Demobilization

Lump sum payment will be paid on commencement and end of construction as follows:

Mobilization -50%
Demobilization - 50%

A lump sum amount of up to \$15,000 is provided in Schedule of quantities for mobilization/demobilization. Costs in excess of this amount are to be spread among relevant unit price items and no other compensation will be made in this regard.

Item 01.02 - Section 01.33.01 - Survey Layout and Drawings of Record Survey

The lump sum payment will be paid on pro-rata basis as project progresses.

Item 01.03 - Section 01.55.00 - Traffic Control

The lump sum payment will be made as follows:

- a) Traffic Control Plan - Payable on review and approval.
- b) Construction Zones - Payable as follows:

Lump Sum paid prorated on a monthly basis, based on the percentage of the Contract completed. The prorated amount will be adjusted as and when the Contractor revises their Construction Schedule, subject to the Contractor being compliant with the requirements of its own Traffic Control Plan. The Owner may deduct an amount from any monthly payment so computed for any traffic management work required but not satisfactorily undertaken during the Term. The foregoing determinations will be made at the sole discretion of the Owner in conjunction with the Contract Administrator.

Item 31.02 - Section 31.23.01 - Unsuitable Trench - remove and disposal off-site, replace with 75mm minus - as directed by CA

Unsuitable trench (as directed) will be measured in cubic meters in neat trench lines with side slopes not exceeding 0.75:1.0 and include excavation/removal/disposal of waste material and supply, replacement of import gravel, placed and compacted to specified densities.

Imported granular backfill will only be permitted where native material is deemed unsuitable by the C.A. for reuse.

Item 31.03 - Section 31.23.01 - Unsuitable Road Subgrade - remove and disposal off-site, replace with 75mm minus - as directed by CA

Unsuitable road subgrade (as directed) will be measured in cubic meters in neat trench lines with side slopes not exceeding 0.75:1.0 and include excavation/removal/disposal of waste material and supply, replacement of import gravel, placed and compacted to specified densities.

Imported granular backfill will only be permitted where native material is deemed unsuitable by the C.A. for reuse.

Item 31.04 - Section 31.24.13 - Common Excavation to Subgrade - Remove and Dispose Offsite

Common excavation to subgrade will be measured in cubic meters and payment made on a neat line basis for excavation, removal and disposal off-site, excluding asphalt concrete removal that is paid separately. Payment based on before and after survey.

Item 31.05 - Section 31.24.13 - Common Excavation to Embankment Fill, Compacted to 95% MPD

Common excavation to embankment fill will be measured in cubic meters and payment made on neat line basis for cut volumes and include transport, place, compact.

Item 32.01 a - Section 32.01.12S - Asphalt Milling - Removal, haul and stockpiling at DoS Yard

Asphalt removal to be measured in square meters for all depths encountered and payment shall include disposal offsite to DoS yard. Saw cutting edges are incidental to the cost of asphalt removal.

Item 32.01 b - Section 32.01.12S - Asphalt Milling - Removal and stockpiling on site for re-use

Asphalt removal to be measured in square meters for all depths encountered and payment shall include stockpiling on-site for re-use. Saw cutting edges are incidental to the cost of asphalt removal.

Item 32.01 d - Section 32.01.12S - Removal, Disposal or Relocation of all other Site Features

Site work, demolition, relocation, salvage and removals of all surface features will be paid as a lump sum for all works, excluding only those items for which a separate pay item is provided in the Schedule of Quantities.

Not all surface features may necessarily be shown on the Drawings and Contractor must familiarize themselves with the site and identify any other surface features that may impact the works and are not shown. No additional payment will be made for surface features not shown and that should reasonably have been identified by the Contractor.

Item 32.07 - Section 32.12.16 - Asphalt Pavement, 50mm thickness

Measurement and payment will be based on square meters of paving for the specified depth.

Item 32.08 - Section 32.12.16 - Misc Asphalt, 50mm thick c/w 100mm base gravel MMCD Upper Course #2, Driveways, paths etc, As directed

Measurement and payment will be based on square meters of paving for the specified depth including base gravels graded and compacted to meet specifications.

Item 33.02 a - Section 33.11.01 - Fire Hydrants as per DoS Dwg 304

Paid per unit (each) to supply and install new fire hydrant. Complete installation, including lead, tie rods, drain rock, T.B., etc. Tee or tapping sleeve and 50mm gate valve paid separately.

Item 33.02 b - Section 33.11.01 - Fire Hydrants as per DoS Dwg 304

Relocate existing fire hydrant and connect to new main, to suit new grades. Includes valve, lead, restrainers, drain rock, T.B., etc. and plug existing lead.

Item 33.15 - Section 33.11.01 - Tie-ins to Existing, All legs - Excludes Fittings

Tie-ins to existing watermain shall be measured on a lump sum basis for each location, including labour, equipment at removal of existing where applicable, service disruption notices and all incidentals thereto for which separate payment is not made elsewhere in the Contract. Backfill with imported granular, if approved by C.A., will be paid at the relevant tender price under Item 31.04

Watermain fittings, pipe and appurtenances will be paid separately at the unit rates tendered.

Item 33.16 - Temporary Tie-in While Services Move to New Main

Lump Sum item covering effort and materials required to maintain both old and new mains, while services are moved over to new main. Includes any required valves or temporary piping, as well as their removal.

Item 33.17 - Remove and dispose of existing AC watermain - all sizes c/w plugging abandoned ends with grout

Measurement and payment will be based on lineal meters of removed piping. Includes plugging abandoned pipe end with grout.

Cost to include all required provincial safe work procedures related to handling and disposing of asbestos material. Disposal of asbestos pipe must be to a certified waste disposal site.

Item 33.18 - Locate Existing Watermains/Services

Provisional sum item to locate existing water main or services. Payment will be made on Force Account.

Note that this item does not negate nor supersede the MMCD requirement for the Contractor to locate in 3-dimensions all existing utilities shown on the Contract Drawings prior to construction.

APPENDIX A

Prime Contractor Designation



Designation of Contractor as Prime Contractor for Construction Project

Project Information

Project Name: _____

Project Number: _____

Prime Contractor Information

Name of Prime Contractor: _____

Address: _____

Phone: _____

Employer WorkSafe Account Number: _____

Person in Charge of Project: _____

Person Responsible for Coordinating Health and Safety Activities: _____

Contractor's Declaration as per Workers' Compensation Act

I/we acknowledge, in accordance with the Workers' Compensation Act (RSBC 1996) Chapter 492, Part 3, Division 3, Section 118 and 119 that I/we are the "Prime Contractor" and are qualified to act as the "Prime Contractor". I/we accept the duties and responsibilities for coordination of health and safety in accordance with the Workers Compensation Act. And further that I/we will do everything that is reasonably practicable to establish and maintain a system or process that will insure compliance with the Workers Compensation Act and the Occupational Health and Safety Regulations. The Prime Contractor shall appoint a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the workplace. Prior to commencement of Construction, the Contractor shall complete and file a "Construction Notice of Project" with the Workers' Compensation Board and shall provide a copy of the same to the Westbank First Nation confirming that the contractor shall be the Prime Contractor responsible for coordination of safety and health under Part 3 of the Workers Compensation Act and Part 20 of the WCB Occupational Health & Safety Regulations.

Contractor's Representative

Date: _____

Name of Sub-Contractor(s), Sub-Contractor's qualified person(s) and Sub-Contractor's Worker Representative(s): (please print)

| | |
|------------------------|------------------------|
| Sub-Contractor: | Sub-Contractor: |
| Qualified Person: | Qualified Person: |
| Worker Representative: | Worker Representative: |

OH&S REGULATION 20.3 Coordination of multiple employer workplaces

Workers Compensation Act - Coordination at 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 regulations in respect of 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.

O.H.&S. REGULATION 20.3 (Excerpt)

- (1) If a construction project involves the work of two (2) or more employers of their workers, each employer must notify the owner, or the person engaged by the owner to be the prime contractor, in advance of any undertaking likely to create a hazard for a worker of another employer.
- (2) If a work location has overlapping or adjoining work activities of 2 or more employers that create a hazard to workers, and the combined workforce at the workplace is more than five (5)
- (a) The owner, or if the Owner engages another person to be the prime contractor, then that person, must:
 - (i) Appoint a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the location, and
 - (ii) Provide up-to-date information as specified in subsection (4), readily available on site, and
 - (b) Each employer must give the coordinator appointed under paragraph (a) (i) the name of a qualified person designated to be responsible for that employer's site health and safety activities.
- (3) The duties of the qualified coordinator appointed under subsection (2) (a) (i) include:
- (a) Informing employers and workers of the hazards created, and
 - (b) Ensuring that the hazards are addressed throughout the duration of the work activities.
- (4) The information required by subsection (2) (a) (ii) includes:
- (a) The name of the qualified coordinator appointed under subsection (2) (a) (i).
 - (b) A site drawing, which must be posted, showing project layout, first aid location, emergency transportation provisions, and the evacuation marshalling station, and
 - (c) A set of construction procedures designed to protect health and safety of workers at the workplace, developed in accordance with the requirements of this Regulation.

NOTE: The information required by subsection (4) is apart of the overall health and safety program required by part 3 of this Regulation (Rights and Responsibilities). See sections 118 and 119 of Part 3 of the Workers Compensation Act for the statutory requirements for coordination at multiple-employer workplaces and the general duties of owners.

Where required, the Prime Contractor shall complete the Notice of Project form and forward it to the area WCB office. A copy of the "Prime Contractor Agreement" shall be forwarded to the authorized representative of the Westbank First Nation for filing.

APPENDIX B

Geotechnical Report