



City of Duncan



Tender Documents for:

**Trans-Canada Highway Multi-Use Path:
Cowichan River to 140 TCH**

Tender No. 2023-02

CLOSING DATE: December 11, 2023

CLOSING TIME: 1:00 PM, **LOCAL TIME**

Project Tender Document

No. 2023-02
(Tender #)

Trans-Canada Highway Multi-Use Path: Cowichan River to 140 TCH
(TITLE OF CONTRACT)

Table of Contents

The complete Project Construction Documents consist of the following parts:

1. Standard Documents (supplied):

Table of Contents	1 page (this page)
Invitation to Tender	1 page
Instruction to Tenderers - Part I	8 pages
Form of Tender	3 pages
Appendix 1 - Schedule of Quantities and Prices	7 pages
Appendix 2 - Preliminary Construction Schedule	1 page
Appendix 3 - Experience of Superintendent	1 page
Appendix 4 - Comparable Work Experience.....	1 page
Appendix 5 – Subcontractors.....	1 page
Appendix 6 – Force Account Rates	1 page
Appendix 7 – Construction Methodology Summary	1 page
Form of Agreement	4 pages
Schedule 1 - Schedule of Contract Documents.....	2 pages
Schedule 2 - List of Contract Documents	3 pages
Supplementary General Conditions	3 pages
Supplementary Specifications.....	22 Pages
Appendix A – Soil Quality Rerport	71 pages

2. Standard Documents (**not supplied - See MMCD - Volume II Platinum Edition 2009**):

Instructions to Tenderers - Part II
General Conditions
Specification
Standard Detail Drawings

Owner: City of Duncan

(NAME OF OWNER)

Contract: Trans-Canada Highway Multi-Use Path: Cowichan River to 140 TCH

(TITLE OF CONTRACT)

Reference No. No. 2023-02

(OWNER'S CONTRACT REFERENCE NO.)

The Owner invites tenders
for:

Supply and Installation of a 3.0m wide asphalt multi-use pathway along the east side of the Trans-Canada Highway in the City of Duncan, approximately 260m in length. Scope includes all removals and restoration, drainage works, landscaping, retaining wall (both cast-in-place and concrete modular block), lighting revisions (MoTI approved electrical subcontractor). Coordination will be required with BC Hydro, Ministry of Transportation and Infrastructure, and City of Duncan. All works in accordance with the contract documents, including temporary and ancillary works.

(BRIEF DESCRIPTION OF THE WORK)

Digital (PDF) copies of the
Contract Documents are
available for no charge at:

BC Bid website <https://new.bcbid.gov.bc.ca/>

(LIST ADDRESSES FOR DOCUMENT PICKUP)

Tenders are scheduled to
close:

Tender Closing Time: 1:00 PM local time

Tender Closing Date: December 11, 2023

E-mail Address bmurphy@duncan.ca

(ADDRESS WHERE TENDERS MUST BE SUBMITTED)

**NAME OF OWNER'S
REPRESENTATIVE**

"Brian Murphy, P.Eng.
Director of Public Works and Engineering"

bmurphy@duncan.ca

(E-mail)

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(FOR USE WHEN UNIT PRICES FORM THE BASIS OF PAYMENT TO BE USED ONLY WITH THE GENERAL CONDITIONS AND OTHER STANDARD DOCUMENTS OF THE UNIT PRICE MASTER MUNICIPAL CONSTRUCTION DOCUMENTS.)

(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: City of Duncan
(NAME OF OWNER)

Contract: Trans-Canada Highway Multi-Use Path: Cowichan River to 140 TCH
(TITLE OF CONTRACT)

Reference No. No. 2023-02
(OWNER'S CONTRACT REFERENCE NO.)

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:
Supply and Installation of a 3.0m wide asphalt multi-use pathway along the east side of the Trans-Canada Highway in the City of Duncan, approximately 260m in length. Scope includes all removals and restoration, drainage works, landscaping, retaining wall (both cast-in-place and concrete modular block), lighting revisions (MoTI approved electrical subcontractor). Coordination will be required with BC Hydro, Ministry of Transportation and Infrastructure, and City of Duncan. All works in accordance with the contract documents, including temporary and ancillary works.

1.2 Direct all inquiries regarding the *Contract*, to:
"Brian Murphy, P.Eng.
Director of Public Works and Engineering"

email: bmurphy@duncan.ca

and

email: engineering@duncan.ca

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. These documents are the Instructions to Tenderers - Part II, General Conditions, Specifications and Standard Detail Drawings. They are

those contained in the publication entitled “Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings”. Refer to Schedule 1 to the Agreement or, if not specified in Schedule 1, then the applicable edition shall be the most recent edition as of the date of the *Tender Closing Date*. All sections of this publication are by reference included in the *Contract Documents*.

2.3 Any additional information made available to tenderers prior to the *Tender Closing Time* by the *Owner* or representative of the *Owner*, such as geotechnical reports or as-built plans, which is not expressly included in Schedule 1 or Schedule 2 to the Agreement, is not included in the *Contract Documents*. Such additional information is made available only for the assistance of tenderers who must make their own judgment about its reliability, accuracy, completeness and relevance to the *Contract*, and neither the *Owner* nor any representative of the *Owner* gives any guarantee or representation that the additional information is reliable, accurate, complete or relevant.

3.0 Submission of Tenders

3.1 Tenders will be accepted up to 1:00 PM., local time December 11, 2023. All tender submissions and accompanying documents must be submitted electronically to

bmurphy@duncan.ca.

3.2 Late tenders will not be accepted or considered.

3.3 Important Notes:

Uploading and e-mailing large documents may take significant time, depending on the size of the files(s) and your Internet connection speed. Allocate sufficient time for all uploads to complete prior to closing time.

The City will not be liable for any delay for any reason including technological delays, or issues by either party’s network. The City will not be liable for any damages associated with Tenders not received prior to the closing time

4.0 Additional Instructions to Tenderers

4.1 It is the responsibility of all bidders to ensure that their contact information and receipt of tender documents is known to the City of Duncan to ensure that any addendums or revisions are forwarded to all parties that are interested.

Bidders to reference the contract name and provide contact name, company name, mailing address, email address and telephone number to engineering@duncan.ca.

Bidders are to acknowledge addenda on Form of Agreement – Schedule 1 (Schedule of Contract Documents) Clause 8.12

4.2 Enquiries:

- All enquiries regarding this tender must be directed to bmurphy@duncan.ca and engineering@duncan.ca.
- Any verbal representations, promises, statements or advice made by any employees of the City of Duncan should not be relied upon.
- Email enquiries will be received up to 1:00 PM on December 1, 2023.

4.3 **Construction Methodology Summary:** The bidder must include a completed Appendix 7 – Construction Methodology Summary. Bidders shall provide a summary to address the items noted below, extensive detail are not necessary.

- .1 Traffic Management concept plan, including a broad overview of any anticipated disruptions to the Trans-Canada Highway, Al Wilson Grove, and applicable vehicle / pedestrian / cyclist accommodations. Access must be maintained for Original Farm and Ramada Hotel at all times. Contractor to provide advance notification to these businesses for any significant disruption. The existing sidewalk is only to be formally closed once the new pathway is fully open and safe for public use. Alternative safe passage for pedestrians and other users must be made available at all times on the east side of the TCH.
- .2 Laydown and staging areas to be identified and negotiated by the Contractor.
- .3 Procurement of long lead time items.
- .4 Staging of the work, and what will be done to minimize impacts on parts of the work zone that are not actively being constructed.
- .5 Material stockpiling areas and equipment storage areas.
- .6 Coordination with subcontractors to ensure they arrive on site and perform work when required.

- .7 Coordination with others, including but not limited to, BC Hydro, City of Duncan, Ministry of Transportation and Infrastructure.
- 4.4 Proponents shall carefully examine the tender documents and shall fully inform themselves as to the intent, existing conditions and limitations which may affect their submission and tender price. No consideration will be given after submission to any claim that there was any misunderstanding with respect to the conditions imposed.
- 4.5 Proponents finding discrepancies or omissions in the tender documents or having doubts as to the meaning or intent of any provision, should immediately notify the project contact.
- 4.6 The City reserves the right to accept any quote which it deems most advantageous to itself and the right to reject any or all quotes, in each case without giving any notice. The lowest or any quotes will not necessarily be accepted. Project Experience will be a factor in the assessment of quotes.
- 4.7 The City reserves the right to negotiate with a selected bidder.
- 4.8 The City shall not be obligated in any manner to any bidder whatsoever until a written agreement has been duly executed relating to an approved agreement. In no event will the City be responsible for the costs of preparation or submission of a quote.
- 4.9 Submissions which contain qualifying conditions or otherwise fail to comply with the requirements of the tender documents may be disqualified or rejected. The City may, however, in its sole discretion, reject or retain for its consideration quotes which are non-conforming to the tender documents or for failure to comply with the process for submission set out in the tender documents.
- 4.10 By submitting a tender, the bidder acknowledges the City's rights under this tender and absolutely waives any right, or cause of action against the City, its officers, directors, employees or agents by reason of the City's failure to accept the tender submitted by the bidder, whether such right of cause of action arises in contract, negligence, or otherwise.
- 4.11 The successful bidder must provide the City of Duncan with proof of Liability Insurance in the amount of not less than \$5,000,000 naming the City of Duncan and the Ministry of Transportation and Infrastructure as additionally insured.
- 4.12 The successful bidder must provide the City of Duncan with proof of sufficient WorkSafeBC coverage.
- 4.13 The construction site and existing sidewalk must be kept safe for the public.

- 4.14 Contractor is responsible for acquiring and paying for all required permits.
- 4.15 Supply of all material and equipment, mobilization, demobilization, traffic/pedestrian control, site security, insurance, WorkSafeBC premiums, and all other incidentals must be inclusive of unit prices on the schedule of quantities.
- 4.16 Traffic control, access, laydown areas, environmental protection, and local notifications are the responsibility of the Contractor. Traffic management plans are to be approved by the City. Any disruptions to the Trans-Canada Highway must be coordinated with MoTI with applicable permits and timing.
- 4.17 **Non-mandatory site meeting:** A non-mandatory site meeting will be held as per below.
- Date: **November 20, 2023**
 - Time: **12:30 PM**
 - Location: **Al Wilson Grove at TCH**
- 4.18 **Prime Contractor:** The tenderer agrees to assume all of the responsibilities of a Prime Contractor as outlined in the WorkSafe BC Act and Regulations.
- 4.19 Depending on the available funds to complete the capital works program, the scope of work may be decreased due to budget constraints. The Owner reserves the right to reduce or remove projects based on available funds with no penalty to the Owner for loss of profit or overhead.
- 4.20 Tender opening will not be open to the public.
- 4.21 **Hours of Work:** The weekday hours of work must not extend beyond 0700 h and 2000 h, inclusive, daily as per City of Duncan **Good Neighbour Bylaw No. 3156, 2017**. The Contractor shall schedule his work within these hours and will not be permitted to commence work earlier than 0700 h and/or work later than 2000 h, except as authorized by the Owner.

The Saturday hours of work must not extend beyond 0800 h and 2000 h, inclusive, daily as per City of Duncan **Good Neighbour Bylaw No. 3156, 2017**. The Contractor shall schedule his work within these hours and will not be permitted to commence work earlier than 0800 h and/or work later than 2000 h, except as authorized by the Owner.

No Sunday work will be permitted except in case of emergency and then only with written permission of the Contract Administrator and to such extent as he deems necessary.

In case the Contractor desires to work on a day which is a statutory holiday, he shall notify the Owner in writing at least ten (10) days in advance of such holiday, stating those places

where said work will be conducted. In case the Contractor fails to give such notice in advance of any statutory holiday, no work within the terms of the Contract shall be done on such holiday.

The City of Duncan reserves the right not to allow any work to be undertaken on Statutory Holidays.

- 4.22 **Cancellation:** The City of Duncan reserves the right to cancel this Tender at any time and for any reason, and will not be responsible for any loss, damage, cost or expense incurred or suffered by the Tenderer as a result of that cancellation.
- 4.23 **Notice of Project:** Submit to Worksafe BC a completed Notice of Project, providing a copy to the City of Duncan.
- 4.24 **Additional Requirements:** Tenderers' attention is drawn to the Supplementary Specifications for additional requirements related to the project.
- 4.25 Tenderers are reminded that completion of all required information on the Form of Tender, including the Appendices, is mandatory. Tenders lacking all required information will be rejected as incomplete.
- 4.26 The Tenderer must include Appendix 6 – Schedule of Force Account Rates. Any minimum durations for Force Account Rates shall be identified in Appendix 6.
- 4.27 **Preliminary Construction Schedule.** The City of Duncan is requesting a Substantial Completion no later than the date stated in Clause 1.2 of Article 1 of the Form of Agreement. The contractor may propose to undertake the work in the summer of 2024, and shall identify their proposed start and completion dates on the Form of Tender – Appendix 2 - Preliminary Construction Schedule. If work commences in the summer of 2024, the substantial completion date will be adjusted based on the construction duration identified in the Preliminary Construction Schedule, or as deemed appropriate by the Owner.

5.0 Amendments to Instructions to Tenderers - Part II:

- | | | |
|-----------------------------|------|---|
| Prices | 10.3 | It shall be the responsibility of the Tenderer to include in his tender sufficient amounts to cover the cost of the work and materials not listed in the Schedule of Quantities and Unit Prices and specifications by either direction mention or implication. All such amounts shall be included in the items to which they pertain most closely in the Schedule of Quantities and Unit Prices |
| Amendment of Tenders | 12.1 | Change “by giving written notice delivered by hand, mail or fax” to “by giving notice delivered by email” |

FOR USE WHEN UNIT PRICES FORM THE BASIS OF PAYMENT - TO BE USED ONLY WITH THE GENERAL CONDITIONS AND OTHER STANDARD DOCUMENTS OF THE UNIT PRICE MASTER MUNICIPAL CONSTRUCTION DOCUMENTS.

Owner: City of Duncan

(NAME OF OWNER)

Contract: Trans-Canada Highway Multi-Use Path: Cowichan River to 140 TCH

(TITLE OF CONTRACT)

Reference No. No. 2023-02

(OWNER'S CONTRACT REFERENCE NO.)

To Owner:

**WE, THE
UNDERSIGNED:**

- 1.0 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)

**ACCORDINGLY WE
HEREBY OFFER**

- 1.1 have full knowledge of the *Place of the Work*, and the *Work* required; and
- 1.2 have complied with the Instructions to Tenderers; and
- 2.1 to perform and complete all of the *Work* and to provide all the labour, equipment and material all as set out in the *Contract Documents*, in strict compliance with the *Contract Documents*; and
- 2.2 to achieve Substantial Performance of the *Work* on or before
June 28, 2024; and
(WORK DURATION OR DATE)
- 2.3 to do the *Work* for the price, which is the sum of the products of the actual quantities incorporated into the *Work* and the appropriate unit prices set out in Appendix 1, the "*Schedule of Quantities and Prices*", plus any lump sums or specific prices and adjustment amounts as provided by the *Contract Documents*. For the purposes of tender comparison, our offer is to complete the *Work* for the "*Tender Price*" as set out on Appendix 1 of this Form of Tender. Our *Tender Price* is based on the estimated quantities listed in the *Schedule of Quantities and Prices*, and excludes *GST*.

- 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.
- 3.2 that we understand and agree that the *Owner* is in no way obligated to accept this Tender
- 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 appendices as required by paragraph 5.0 of the Instructions to Tenderers – Part I; and
- 4.1.3 the *Bid Security* as required by paragraph 5.2 of the Instructions to Tenderers – Part II. and
- 4.1.4 an Undertaking of Surety, 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, to furnish a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract Price.
- WE AGREE:**
- 5.1 that this tender will be irrevocable and open for acceptance by the *Owner* for a period of 60 (sixty) 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; and
- .4 a copy of the insurance policies as specified in GC 24 indicating that all such insurance coverage is in place and;
- 5.1.2 within 10 *Days* of receipt of written "*Notice to Proceed*", or

such longer time as may be otherwise specified in the *Notice to Proceed*, commence the *Work*; and

5.1.3 sign the Contract Documents as required by GC 2.1.2.

WE AGREE:

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

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

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

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

6.1.3 the face value of the *Bid Security*; and

6.1.4 the amount by which our *Tender Price* is less than the amount for which the *Owner* contracts with another party to perform the *Work*.

OUR ADDRESS IS AS FOLLOWS:

Phone: _____

Fax: _____

Attention: _____

This Tender is executed this _____ day of _____, 20 _____.

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

See paragraph 5.3.1 of the Instructions to Tenderers – Part II

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

The "Amount" column shall be totaled in groups of items as shown and each total for a group of items shall be carried to the Summary Sheet for insertion in the appropriate place. The totals for all groups of items shall be added to give the Total Tender Price, Goods and Services Tax of 5% shall be calculated separately then added to arrive at the Total Tender Price including GST.

Summary Sheet

<i>Division</i>	<i>Title</i>	<i>Amount</i>
Div 01	General Requirements	\$ -
Div 03	Concrete	\$ -
Div 26	Electrical	\$ -
Div 31	Earthwork	\$ -
Div 32	Roads and Site Improvements	\$ -
Div 33	Utilities	\$ -
Div Opt	Optional Work	\$ -

Tender Price	\$ -
GST	\$ -
Tender Price plus GST	\$ -

					DIV 01 Sub Total		\$ -
Section	Para	Specification Title	Unit	Quantity	Unit Price	Amount	
01 33 01		Project Record Documents					
	1.8.1	Project Record Documents	Lump Sum	1	\$ -	\$ -	
01 55 00		Traffic Control, Vehicle Access and Parking					
	1.5.1	Traffic Control, Vehicle Access and Parking	Lump Sum	1	\$ -	\$ -	
01 57 01		Environmental Protection					
	1.6.1	Environmental Protection	Lump Sum	1	\$ -	\$ -	
01 60 00		Mobilization and Demobilization					
		Mobilization	Lump Sum	1	\$ -	\$ -	
		Demobilization	Lump Sum	1	\$ -	\$ -	
01 62 00		Other					
		Liaisons	Lump Sum	1	\$ -	\$ -	

						DIV 03 Sub Total	\$ -
Section	Para	Specification Title	Unit	Quantity	Unit Price	Amount	
03 30 20		Concrete Walks, Curb And Gutter					
	1.4.3	Machine Placed Curb & Gutter NMC Curb C5 and Letdown	Lineal Metre	18	\$ -	\$ -	
	1.4.3	Machine Placed Curb & Gutter NMC Curb C6	Lineal Metre	10	\$ -	\$ -	
	1.4.5	Concrete Sidewalk Including ramps. 100mm thick, match existing finish.	Square Metre	3.5	\$ -	\$ -	
03 30 30		Stamped Coloured Concrete					
	1.4.2	Stamped Coloured Concrete Pattern FN-3125 c/w 150mm of Granular Base	Square Metre	85	\$ -	\$ -	
03 30 55		Precast Interlocking Blocks					
	1.3.1	Concrete Block Retaining Wall Standard Finish on face, c/w concrete infill	Square Metre (face)	121	\$ -	\$ -	
03 40 01		Pre-Cast Concrete					
	1.4.5	Remove and Relocate Concrete NoPost Barriars Deliver to CoD Location	Lineal Metre	50	\$ -	\$ -	
Dwg S001, S101		Concrete Wall					
	S001 S101	Concrete Retaining Wall All works and materials as per Drawings S001 and S101, incl. Geotech Review(s)	Lump Sum	1	\$ -	\$ -	

						DIV 31 Sub Total	\$ -
<i>Section</i>	<i>Para</i>	<i>Specification Title</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	
31 11 01		Clearing and Grubbing					
	1.4.2	All Clearing and Grubbing	Lump Sum	1	\$ -	\$ -	
31 11 41		Shrub and Tree Preservation					
	1.3.1	Preservation of Existing Trees, Adjust Grade as Required	Each	6	\$ -	\$ -	
	1.3.2	Tree Transplant and Plan Incl all incidental works. Refer to drawing L100	Lump Sum	1	\$ -	\$ -	
31 24 13		Roadway Excavation, Embankment and Compaction					
	1.8.4	Remove Existing Asphalt, Pavers, Concrete, Curbs and Gutters, Sidewalks, Utility Strips, Driveways	Square Metre	666	\$ -	\$ -	
	1.8.5	Common Excavation - Off-Site Disposal, incl topsoil stripping and disposal	Cubic Metre	300	\$ -	\$ -	
	1.8.7	Import Fill - Bridge End Fill	Cubic Metre	265	\$ -	\$ -	
	1.8.7	Import Fill - Free Draining Wall Gravel 25mm Drain Rock (Coarse, Crushed Gravel)	Cubic Metre	55	\$ -	\$ -	
	1.10.6	Excavation of New Drainage Ditches (in native ground and backfilled areas)	Lineal Metre	180	\$ -	\$ -	

						DIV 32 Sub Total	\$	-
Section	Para	Specification Title	Unit	Quantity	Unit Price	Amount		
32 11 16.1		Granular Sub-Base						
	1.4.3	Granular Sub-Base 100mm Thick for Trail	Square Metres	1010	\$ -	\$	-	
32 11 23		Granular Base						
	1.4.2	Granular Base 100mm Thick for Trail	Square Metres	980	\$ -	\$	-	
	1.4.2	Granular Base 150mm Thick for Block Wall	Square Metres	77	\$ -	\$	-	
	1.4.2	Granular Base 150mm Thick for CIP Wall *to be included with CIP Wall cost*	-	-	-		-	
32 12 16		Hot-Mix Asphalt Concrete Paving						
	1.5.1, 1.5.2	Asphalt Pavement -Upper Course # 2 50mm thickness	Square Metres	805	\$ -	\$	-	
	1.5.1, 1.5.2	Asphalt Pavement -Upper Course # 2 Trench and Restoration, match Existing Thickness MMCD Detail G5	Square Metres	114	\$ -	\$	-	
	1.5.7	Saw Cut Asphalt or Concrete Pavements	Lineal Metres	240	\$ -	\$	-	
32 17 23		Painted Pavement Markings						
	1.5.3	Permanent Pavement Markings Thermoplastic and Alkyd	Lump Sum	1	\$ -	\$	-	
	1.5.5	Signage including perforated steel pole and concrete base	Each	17	\$ -	\$	-	
32 31 13		Chain Link Fences & Gates						
	1.5.1	Chain Link Fence 1.4m Height, MoTI Spec, Black	Lineal Metres	90	\$ -	\$	-	
	1.5.4	Bollard Removable, lock provided by others	Each	4	\$ -	\$	-	
32 91 21		Topsoil and Finish Grading						
	1.4.1	Imported Growing Medium All plantings areas and trees, thickness per drawings and specifications	Lump Sum	1	\$ -	\$	-	
	1.4.1	Imported Topsoil Restoration Area and 100mm thick	Square Metres	770	\$ -	\$	-	
32 92 19		Hydraulic Seeding						
	1.8.1	Hydraulic Seeding	Square Metres	770	\$ -	\$	-	
32 93 01		Planting of Trees, Shrubs & Ground Cover						
	1.9.1	All Plantings, Shrubs & Ground Cover c/w mulch, maintenance period, and all incidentals. Refer to Landscape Drawings L101.	Lump Sum	1	\$ -	\$	-	
	1.9.1	Trees Parrotia persica	Each	7	\$ -	\$	-	
	1.9.1	Trees Prunus serrulata 'Kwanzan'	Each	3	\$ -	\$	-	
Other		Other Finish Surfaces						
	L101	Synthetic Turf All works and materials to supply and install Ryamar 81 Landscape Turf c/w base material, edge securing, top fill, all incidental work. To manufacturers recommendations and per Drawings L101	Square Metres	110	\$ -	\$	-	
	C102	Ramada Sign Removal All works and materials to remove Ramada sign and restore area as noted on Drawings C102	Lump Sum	1	\$ -	\$	-	

						DIV 33 Sub Total	\$ -
Section	Para	Specification Title	Unit	Quantity	Unit Price	Amount	
33 01 30.1		CCTV Inspection of Pipelines					
	1.6.2	CCTV Pipeline Inspection	Lineal Metres	20	\$ -	\$	-
33 01 30.2		Cleaning of Sewers					
	1.5.2	Sewer Cleaning	Lineal Metres	20	\$ -	\$	-
33 11 01		Waterworks					
	1.8.15	Irrigation System - New per Contract Drawing L103	Lump Sum	1	\$ -	\$	-
	1.8.16	Irrigation System - Revision Existing System Fronting 140 TCH (Ramada), Investigation and Revision Works, DWG C102	Lump Sum	1	\$ -	\$	-
	1.8.17	Water Meter Relocation per Standard Drawings W2c and as noted on Project Drawings	Each	2	\$ -	\$	-
33 40 01		Storm Sewers					
	1.6.1, 1.6.2	Drainage Pipe PVC DR35 200 mm diameter <1.5m depth of main, Imported Backfill	Lineal Metres	87	\$ -	\$	-
	1.6.1, 1.6.2	Drainage Pipe PVC DR35 150 mm diameter <1.5m depth of main, Imported Backfill	Lineal Metres	33	\$ -	\$	-
	1.6.8	Pipe Protection w/ Protective Concrete Slab Standard Drawing G7 - Alternative 2	Lineal Metres	18	\$ -	\$	-
	1.6.6	Perforated Lead 150mm diameter, c/w drain rock and filter fabric	Lineal Metres	180	\$ -	\$	-
	1.6.9	Drainage Tie -In into existing storm sewer	Each	1	\$ -	\$	-
33 44 01		Manholes and Catchbasins					
	1.5.3	Adjust Existing Catchbasins,Lawn Basins Cleanouts and Inspection Chambers	Lump Sum	1	\$ -	\$	-
	1.5.2	Catchbasin Top Inlet Standard Drawing S11	Each	1	\$ -	\$	-
	1.5.1.1	Manhole base, lid, slab,cover and frame, 1050mm diameter up to 2.0m deep	Each	1	\$ -	\$	-
	1.5.2	Lawn Drain Top Inlet Standard Drawing S12, Type 2	Each	1	\$ -	\$	-
	1.5.2	Terminal Cleanout 150mm diameter Standard Drawing S6	Each	2	\$ -	\$	-
	1.5.2	MidBlock Cleanout 150mm diameter Standard Drawing S6	Each	1	\$ -	\$	-

						DIV Opt Sub Total	
						\$ -	
<i>Section</i>	<i>Para</i>	<i>Specification Title</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	
31 24 13		Roadway Excavation, Embankment and Compaction					
	1.8.10	Replace Unsuitable Subgrade [OPTIONAL]	Cubic Metre	100	\$ -	\$ -	
31 23 17		Rock Removal					
	1.6.5	Trench Rock - No Blasting Permitted [OPTIONAL]	Cubic Metre	25	\$ -	\$ -	
33 40 01		Storm Sewers					
	1.6.8	Pipe Protection w/ Protective Concrete Slab Standard Drawing G7 - Alternative 2 [OPTIONAL]	Lineal Metres	20	\$ -	\$ -	

Owner: City of Duncan
(NAME OF OWNER)

Contract: Trans-Canada Highway Multi-Use Path: Cowichan River to 140 TCH
(TITLE OF CONTRACT)

Reference No. No. 2023-02
(OWNER'S CONTRACT REFERENCE NO.)

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

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

MILESTONE DATES: Substantial Completion: June 28, 2024

Refer to clause 4.28 of Instructions to Tenderers – Part I

ACTIVITY	CONSTRUCTION SCHEDULE (week)																			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Construction Start Date:																				
Construction Completion Date:																				

Tenderer's Initials _____

Owner: City of Duncan
(NAME OF OWNER)

Contract: Trans-Canada Highway Multi-Use Path: Cowichan River to 140 TCH
(TITLE OF CONTRACT)

Reference No. No. 2023-02
(OWNER'S CONTRACT REFERENCE NO.)

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: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Tenderer's Initials _____

Owner: City of Duncan
(NAME OF OWNER)

Contract: Trans-Canada Highway Multi-Use Path: Cowichan River to 140 TCH
(TITLE OF CONTRACT)

Reference No. No. 2023-02
(OWNER'S CONTRACT REFERENCE NO.)

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

A minimum of three (3) comparable projects must be provided.

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 () _____		

Tenderer's Initials _____

Owner: City of Duncan
(NAME OF OWNER)

Contract: Trans-Canada Highway Multi-Use Path: Cowichan River to 140 TCH
(TITLE OF CONTRACT)

Reference No. No. 2023-02
(OWNER'S CONTRACT REFERENCE NO.)

See paragraph 4.27 of the Instructions to Tenderers – Part I.

Any minimum durations for Force Account Rates shall be identified in this Appendix.

Include additional personnel / equipment rates as appropriate.

LABOUR	HOURLY RATE	OVERTIME RATE
Superintendent		
Foreman		
Pipe Layer		
Equipment Operator		
Skilled Labourer		
Unskilled Labourer		
Truck Driver		
Concrete Finisher		
Carpenter / Form Maker		
Electrician		
Flag Person for Traffic Control		
Flag Person & Truck for Traffic Control		

EQUIPMENT (complete with Operator)	HOURLY RATE	OVERTIME RATE
Tandem Dump Truck		
Tandem and Pup		
Excavator (specify horsepower)		
Excavator (other - specify)		
Backhoe		
Vibratory Compactor (specify)		
Pickup Truck		
Lowbed Truck		

Tenderer's Initials _____

Owner: City of Duncan
(NAME OF OWNER)

Contract: Trans-Canada Highway Multi-Use Path: Cowichan River to 140 TCH
(TITLE OF CONTRACT)

Reference No. No. 2023-02
(OWNER'S CONTRACT REFERENCE NO.)

See paragraph 4.3 of the Instructions to Tenderers – Part I.

SCOPE	METHODOLOGY DESCRIPTION

Tenderer's Initials _____

Lock_data(FOR USE WHEN UNIT PRICES FORM THE BASIS OF PAYMENT TO BE USED ONLY WITH THE GENERAL CONDITIONS AND OTHER STANDARD DOCUMENTS OF THE UNIT PRICE MASTER MUNICIPAL CONSTRUCTION DOCUMENTS.)

BETWEEN OWNER AND CONTRACTOR

This agreement made in duplicate this

_____ day of _____, 20_____.

Owner: City of Duncan

(NAME OF OWNER)

Contract: Trans-Canada Highway Multi-Use Path: Cowichan River to 140 TCH

(TITLE OF CONTRACT)

Reference No. No. 2023-02

(OWNER'S CONTRACT REFERENCE NO.)

BETWEEN:

The City of Duncan

(NAME OF OWNER)

(the "Owner")

AND:

(NAME AND OFFICE ADDRESS OF CONTRACTOR)

(the "Contractor")

The Owner and the Contractor agree as follows:

Article 1 The Work
Start /
Completion
Dates

1.1 The Contractor will perform all Work and provide all labour, equipment and material and do all things strictly as required by the Contract Documents.

1.2 The Contractor will commence the Work in accordance with the Notice to Proceed. The Contractor will proceed with the Work diligently, will perform the Work generally in accordance with the construction schedules as required by the Contract Documents and will achieve Substantial Performance of the Work on or before June 28, 2024 subject to (INSERT DATE OF SUBSTANTIAL PERFORMANCE)

the provisions of the Contract Documents for adjustments to the Contract Time

1.3 Time shall be of the essence of the Contract.

Article 2 Contract Documents

- 2.1 The "*Contract Documents*" consist of the documents listed or referred to in Schedule 1, entitled "Schedule of Contract Documents", which is attached and forms a part of this Agreement, and includes any and all additional and amending documents issued in accordance with the provisions of the *Contract Documents*. All of the *Contract Documents* shall constitute the entire *Contract* between the *Owner* and the *Contractor*.
- 2.2 The *Contract* supersedes all prior negotiations, representations or agreements, whether written or oral, and the *Contract* may be amended only in strict accordance with the provisions of the *Contract Documents*.

Article 3 Contract Price

- 3.1 The price for the *Work* ("*Contract Price*") shall be the sum in Canadian dollars of the following
- 3.1.1- the product of the actual quantities of the items of *Work* listed in the *Schedule of Quantities and Prices* which are incorporated into or made necessary by the *Work* and the unit prices listed in the *Schedule of Quantities and Prices*; plus
 - 3.1.2- all lump sums, if any, as listed in the *Schedule of Quantities and Prices*, for items relating to or incorporated into the *Work*; plus
 - 3.1.3- any adjustments, including any payments owing on account of *Changes* and agreed to *Extra Work*, approved in accordance with the provisions of the *Contract Documents*.
- 3.2 The *Contract Price* shall be the entire compensation owing to the *Contractor* for the *Work* and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the *Work*.

Article 4 Payment

- 4.1 Subject to applicable legislation and the provisions of the *Contract Documents*, the *Owner* shall make payments to the *Contractor*.
- 4.2 If the *Owner* fails to make payments to the *Contractor* as they become due in accordance with the terms of the *Contract Documents* then interest calculated at 2% per annum over the prime commercial lending rate of the Royal Bank of Canada on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

- 6.2.1- immediately upon delivery, if delivered by hand; or
- 6.2.2- at the date and time as shown in the recipient's inbox if sent by email; 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 Notices by fax are not acceptable.

Article 7 General

7.1 This *Contract* shall be construed according to the laws of British Columbia.

7.2 The *Contractor* shall not, without the express written consent of the *Owner*, assign this *Contract*, or any portion of this *Contract*.

7.3 The headings included in the *Contract Documents* are for convenience only and do not form part of this *Contract* and will not be used to interpret, define or limit the scope or intent of this *Contract* or any of the provisions of the *Contract Documents*.

7.4 A word in the *Contract Documents* in the singular includes the plural and, in each case, vice versa.

7.5 This agreement shall ensure to the benefit of and be binding upon the parties and their successors, executors, administrators and assigns.

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

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Owner:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

(INCLUDE IN LIST ALL DOCUMENTS INCLUDING, IF ANY, SUPPLEMENTARY GENERAL CONDITIONS, SUPPLEMENTARY SPECIFICATIONS, SUPPLEMENTARY STANDARD DETAIL DRAWINGS.)

Schedule 1 Schedule of Contract Documents

The following is an exact and complete list of the *Contract Documents*, as referred to in Article 2.1 of the Agreement.

NOTE: The documents noted with "*" are contained in the "Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings", *Platinum* edition dated 2009. All sections of this publication are included in the *Contract Documents*.

- 8.1 Agreement, including all Schedules;
- 8.2 Supplementary General Conditions (if any, insert title and edition date);
 - *as included, Supplementary General Conditions*
- 8.3 General Conditions*;
- 8.4 Supplementary Specifications (if any, insert title and edition date);
 - 01 30 01 – General Requirements
 - 01 55 00 – Traffic Control, Vehicle Access and Parking
 - 01 57 01 – Environmental Protection
 - 01 60 00 – Mobilization and Demobilization
 - 01 62 00 - Other
 - 03 30 30 – Stamped Coloured Concrete
 - 03 30 55 – Precast Interlocking Blocks
 - 31 05 17 – Aggregate and Granular Materials
 - 31 11 01 – Clearing and Grubbing
 - 31 11 41 – Shrub and Tree Preservation
 - 31 24 13 – Roadway Excavation, Embankment and Compaction
 - 32 12 16 – Hot Mix Asphalt Concrete Paving
 - 32 17 24 – Traffic Signage
 - 32 31 13 – Chain Link Fence and Gates
 - 32 91 21 – Topsoil and Finished Grading
 - 32 93 01 – Planting of Trees, Shrubs, and Ground Covers
 - 33 11 01 – Waterworks
 - 33 44 01 – Manholes and Catchbasins
 - Appendix A – Soil Quality Report
- 8.5 Specifications*;
- 8.6 Supplementary Standard Detail Drawings (if any, insert title and edition date);
- 8.7 Standard Detail Drawings*;
- 8.8 Executed Form of Tender, including all Appendices;

- 8.9 *Contract Drawings* listed in Schedule 2 to the Agreement,—"List of *Contract Drawings*";
- 8.10 Instructions to Tenderers - Part I;
- 8.11 Instructions to Tenderers - Part II*;
- 8.12 The following Addenda:

(ADDENDA, IF ANY)

- 8.13 MMCD Supplementary Updates:
 - 2021-04-23
 - 2020-08-04
 - 2016-11-08
 - 2015-11-02
 - 2014-09-19
 - 2014-07-15
 - 2014-02-28
 - 2013-06-13
 - 2012-08-07
 - 2012-06-08
 - 2012-05-30
 - 2011-08-08
 - 2011-08-04
 - 2010-05-18
 - 2010-03-25
 - 2009-11-19
 - As provided on website as of tender closing date:
www.mmcd.net

(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.)

Schedule 2 **List of Contract Drawings**

Drawing No	Title	Date	Issue	Revision
C000	Cover		Issued for Tender	
C001	General Notes and Legend		Issued for Tender	
C101	MUP Plan / Profile Station 0+000 to 0+140		Issued for Tender	
C102	MUP Plan / Profile Station 0+140 to 0+270		Issued for Tender	
C103	Storm Drain – Plan Profile		Issued for Tender	
C105	Sections Station 0+000 to 0+146		Issued for Tender	
C106	Sections Station 0+150 to 0+255		Issued for Tender	
C107	Signs / Pavement Markings		Issued for Tender	
C201	Details		Issued for Tender	
C202	Details		Issued for Tender	
L100	Landscape Plan – Trees		Issued for Tender	
L101	Landscape Plan and Details		Issued for Tender	
L102	Irrigation Layout Plan		Issued for Tender	
S001	Structural – General Notes	22.07.25	Issued for Construction	
S101	Structural – Site Plan, Retaining Wall Plan and Sections	22.07.25	Issued for Construction	