



Marchmont Road Renewal

TENDER DOCUMENTS

Invitation to Tenderers

Instructions to Tenderers – Part I

Instructions to Tenderers – Part II (Separate Cover, Refer to MMCD Platinum Edition, Vol. II)

Form of Tender

Appendix 1 – Schedule of Quantities and Prices

Appendix 2 – Construction Schedule

Appendix 3 – Experience of Superintendent

Appendix 4 – Comparable Work Experience

Appendix 5 – Subcontractors

Appendix 6 – Social Procurement

Form of Agreement

Schedule 1 – Schedule of Contract Documents

Schedule 2 – List of Contract Drawings

General Conditions (Separate Cover, Refer to MMCD Platinum Edition Volume II)

Supplementary General Conditions

Specifications (Separate Cover, Refer to MMCD Platinum Edition, Volume II)

Supplementary Specifications

Separate Cover – City of Duncan Works and Services Bylaw No. 3158, 2017

Contract Drawings

Island Health Permit

Standard Detail Drawings (Separate Cover, Refer to MMCD Platinum Edition, Volume II)

Owner: City of Duncan
(NAME OF OWNER)

Contract: Marchmont Road Renewal
(TITLE OF CONTRACT)

Reference No.: 2233-02107-00
(OWNER'S CONTRACT REFERENCE NO.)

The Owner invites tenders for: Road reconstruction along Marchmont Road between Trunk Road and Day
Road. Works generally include removals, earthworks, road works,
watermain, storm sewer, and landscaping.
(BRIEF DESCRIPTION OF THE WORK)

Digital (PDF) copies of the
Contract Documents are available
for no charge: Through BC Bid website.

Tenders are scheduled to close: Tender Closing Time: 2: 00 , P m local time
Tender Closing Date: June 14 , 20 23

Address: 200 Craig Street
Duncan, BC V9L 1W3
Documents to be dropped off at front desk
(ADDRESS WHERE TENDERS MUST BE SUBMITTED)

Name of Owner's Representative: Brian Murphy
250-746-6126
(PHONE)

1.0 Introduction.....IT - 1

2.0 Tender DocumentsIT - 1

3.0 Submission of TendersIT - 2

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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: Marchmont Road Renewal
(TITLE OF CONTRACT)

Reference No.: 2233-02107-00
(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:

Road reconstruction along Marchmont Road between Trunk Road and
Day Road. Works generally include removals, earthworks, road
works, watermain, storm sewer, and landscaping.

(BRIEF DESCRIPTION OF THE WORK)

1.2 Direct all inquiries regarding the *Contract*, to:

McElhanney Ltd.

Jon Irving, P.Eng., Engineering Division Manager

(NAME AND POSITION OF INDIVIDUAL WHO WILL ANSWER INQUIRIS)

Address: 107-225 Canada Ave
Duncan, BC
V9L 1T6

Phone: 250 - 748 - 3335

Email: jirving@mcelhanney.com

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

Brian Murphy, Director of Public Works and Engineering

(TITLE OF POSITION)

on or before:

Tender Closing Time: 2: 00 , Pm local time
Tender Closing Date: June 14 , 20 23

at City of Duncan

Address: 200 Craig Street
 Duncan, BC V9L 1W3
 Documents to be dropped off at front desk

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

4.0 Supplemental
Instructions to
Tenderers

- 4.1 **Freedom of Information:** The City is subject to the provisions of the Freedom of Information and Protection of Privacy Act. As a result, while Section 21 of the Act does offer some protection for third party business interests, the City cannot guarantee that any information provided to the City can be held in confidence.
- 4.2 **Funding:** Proceeding with an award of this tender may be subject to available funding.
- 4.3 **Award:** The intent is to award the lowest bid price or bid prices but the lowest or any bid price will not necessarily be accepted. If the City elects to reject all bids, the City will not be liable to any bidder for any claims whether for costs incurred by any bidder in preparing the bid, damages, loss of anticipated profit in connection with the work, or any other matter whatsoever.
- 4.4 **Notice of Project:** Submit to WorkSafe BC a completed Notice of Project, providing a copy to the City.
- 4.5 **Construction Traffic Management Plan:** Submit to the Contract Administrator, prior to construction, a construction traffic management plan for review by the Contract Administrator and the Owner.
- 4.6 **Facsimile:** Faxed amendments or revocations will not be accepted.
- 4.7 **Inquiries:** All questions should be received at least 5 business days prior to the closing time and date.
- 4.8 **Working Hours:** The Contractor is required to abide by the following working hours set out in the City of Duncan Good Neighbour Bylaw No. 3156, 2017.
- 4.9 **Important Dates:**
- .1 The Last Addendum will be posted by the end of the day Wednesday June 7th, 2023
- 4.10 **Superintendent:** The *Owner* reserves the right to object to the *Superintendent* listed in the tender. If the *Owner* objects to the *Superintendent* then the *Owner* will permit a tenderer to, within 5 days, propose a substitute *Superintendent* acceptable to the *Owner* provided that there is no resulting adjustment in the *Tender Price* or the completion date set out in paragraph 2.2 of the Form of Tender. A tenderer will not be required to make such a substitution and, if the *Owner* objects to a listed *Superintendent*, the tenderer may, rather than propose a substitute *Superintendent*, consider its tender rejected by the *Owner* and by written notice withdraw its tender. The *Owner* shall, in that event, return the tenderer's bid security.
- 4.11 **Schedule:** See critical dates in Appendix 2 of the Form of Tender

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: Marchmont Road Renewal
(TITLE OF CONTRACT)

Reference No.: 2233-02107-00
(OWNER'S CONTRACT REFERENCE NO.)

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)

**ACCORDINGLY WE
HEREBY OFFER:**

1.2 have full knowledge of the *Place of the Work*, and the *Work* required; and

1.3 have complied with the Instructions to Tenderers; and

2.1 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 December 15, 2023; 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.

FORM OF 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 *Bid Security* as required by paragraph 5.2 of the Instructions to Tenderers – Part II.
- WE AGREE:**
- 5.1 that this tender will be irrevocable and open for acceptance by the *Owner* for a period of 60 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 a Construction Traffic Management Plan as detailed in the Supplemental Specifications
- 5.1.2 within 2 *Days* of receipt of written “*Notice to Proceed*”, or such longer time as may be otherwise specified in the *Notice to Proceed*, commence the *Work*; and
- 5.1.3 sign the Contract Documents as required by GC 2.1.2.
- WE AGREE:**
- 6.1 that, if we receive written *Notice of Award* of this *Contract* and, contrary to paragraph 5 of this Form of Tender, we:
- 6.1.1 fail or refuse to deliver the documents as specified by paragraph 5.1.1 of this Form of Tender; or

- 6.1.2 fail or refuse to commence the *Work* as required by the *Notice to Proceed*,
then such failure or refusal will be deemed to be a refusal by us to enter into the *Contract* and the *Owner* may, on written notice to us, award the *Contract* to another party. We further agree that, as full compensation on account of damages suffered by the *Owner* because of such failure or refusal, the *Bid Security* shall be forfeited to the *Owner*, in an amount equal to the lesser of:
- 6.1.3 the face value of the *Bid Security*; and
- 6.1.4 the amount by which our *Tender Price* is less than the amount for which the *Owner* contracts with another party to perform the *Work*.

OUR ADDRESS IS AS
FOLLOWS:

Phone: _____
Fax: _____
Attention: _____
email: _____

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

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

FORM OF TENDER

APPENDIX 1 – SCHEDULE OF QUANTITIES AND PRICES

Form of Tender - Appendix 1

SCHEDULE OF QUANTITIES AND PRICES
(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*.)

Any work called for in these Contract Documents, shown on the plans, or which is necessary for the completion of the Work called for in these Contract Documents and which is not specifically listed as a separate payment item in this Appendix shall be deemed incidental to the performance of the Work and to the general purpose of the Contract; no separate payment will be made on account of any such Work, but the costs of any such incidental Work shall be included in the Unit and Lump Sum Prices.

Summary Sheet

Division 01:	General Requirements	\$ _____
Division 03:	Concrete	\$ _____
Division 31:	Earthworks	\$ _____
Division 32:	Roads and Site Improvements	\$ _____
Division 33:	Utilities	\$ _____
Optional Work		\$ _____

TOTAL TENDER PRICE	\$ _____
GST (5%)	\$ _____
TENDER PRICE plus GST	\$ _____

Tenderer's Initials _____

DIV 01		GENERAL REQUIREMENTS				
Item No.	Section	Specification Title	Unit	Quantity	Unit Price	Amount
	01 10 00SS	Quality Control Testing				
1.01	1.1	Quality Control Testing	Lump Sum	1		
	01 10 00SS	Survey				
1.02	1.2	Layout Survey, Quantity Survey, Volume Calculations, and Record Survey	Lump Sum	1		
	01 33 01	Project Record Documents				
1.03	1.8.1	Project Record Documents	Lump Sum	1		
	01 52 01	Temporary Structures				
1.04	1.6.2ss	Mobilization & Demobilization	Lump Sum	1		
	01 55 00	Traffic Control, Vehicle Access and Parking				
1.05	1.5.1, 1.4.15ss	Traffic Management Plan (TMP), Traffic Control, Vehicle Access and Parking	Lump Sum	1		
	01 57 01	Environmental Protection				
1.06	1.6.1	Environmental Protection Plan	Lump Sum	1		
Sub-Total					\$	

DIV 03		CONCRETE				
Item No.	Section	Specification Title	Unit	Quantity	Unit Price	Amount
	03 30 20	Concrete Walks, Curb And Gutter				
3.01	1.4.3	Curb & Gutter Mountable Curb & Non-mountable Curb	Lineal Metre	471		
3.02	1.4.5	Concrete Walks, Infill Strips and Walkways Including ramps (100mm thickness)	Square Metre	714		
Sub-Total					\$	

DIV 31		EARTHWORKS				
Item No.	Section	Specification Title	Unit	Quantity	Unit Price	Amount
	31 24 13	Roadway Excavation, Embankment and Compaction				
31.01	1.8.14ss	Common Excavation	Cubic Metre	1500		
31.02	1.8.9	Subgrade Preparation	Square Metre	3150		
Sub-Total					\$	

Tenderer's Initials _____

DIV 32		ROADS AND SITE IMPROVEMENTS				
Item No.	Section	Specification Title	Unit	Quantity	Unit Price	Amount
	32 11 16.1	Granular Sub-Base				
32.01	1.4.3	Granular Sub-Base 200mm Thickness - Roads & Curbs	Square Metres	2800		
	32 11 23	Granular Base				
32.02	1.4.2	Granular Base 100mm Thickness – Roads, Curbs	Square Metres	2800		
32.03	1.4.2	Granular Base Thickness Varies – Driveway Re-grading	Square Metres	150		
	32 12 16	Hot-Mix Asphalt Concrete Paving				
32.03	1.5.1ss, 1.5.2, 1.5.7	Asphalt Pavement - 75mm Including Saw Cutting	Square Metres	2490		
	32 17 23	Painted Pavement Markings				
32.04	1.5.2	Permanent Painted Pavement Markings	Lump Sum	1		
32.05	1.5.3	Permanent Thermoplastic Pavement Markings	Lump Sum	1		
32.06	1.5.6ss	Relocate Traffic Control Signs	Each	1		
	32 91 21	Topsoil and Finish Grading				
32.07	1.4.1	Topsoil - 100mm depth	Square Metres	50		
	32 92 23	Sodding				
32.08	1.8.1	Sodding	Square Metres	50		
Sub-Total					\$	

DIV 33		UTILITIES				
Item No.	Section	Specification Title	Unit	Quantity	Unit Price	Amount
	33 11 01	Waterworks				
33.01	1.8.1, 1.8.2, 1.8.3	Watermain - PVC DR18 200mm diameter, 0-2m depth, imported backfill, including fittings and appurtenances	Lineal Metres	248		
33.02	1.8.4	Water Service Connections Connect existing water services to new watermain	Each	20		
33.03	1.8.13	Watermain Tie-In	Lump Sum	4		
33.04	1.8.14	Hydrant Assembly Standard Drawing W4	Each	1		
	33 40 01	Storm Sewers				
33.05	1.6.1, 1.6.2	Drainage Pipe - PVC SDR35 450mm diameter, 0-4m depth, imported backfill	Lineal Metres	174		
33.06	1.6.3	Drainage Service Connections 150mm diameter	Each	2		
33.07	1.6.5	Catchbasin Lead – PVC SDR35 200mm diameter	Lineal Metres	35		

Tenderer's Initials _____

33.08	1.6.9	Drainage Tie-In	Each	1		
	33 44 01	Manholes and Catchbasins				
33.09	1.5.1.1ss	Manhole Base, lid, slab, cover and frame 1050mm diameter	Each	3		
33.10	1.5.1.4	Manhole Re-benching	Each	1		
33.11	1.5.2	Catchbasin Top Inlet	Each	7		
Sub-Total						\$

Tenderer's Initials _____

OPTIONAL ITEMS
(Included in Tender Price)

This section forms part of the Contract Documents and is to be read, interpreted and coordinated with all other parts.

Optional items quoted on will be reviewed and accepted or rejected at the Owner's option. Accepted optional items prices will be identified in the construction agreement.

Coordinate related work and modify surrounding work to integrate the Work of each optional item.

Prices quoted should not include GST.

<i>Item No.</i>	<i>Section</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	1.8.5	Common Excavation - Off-Site Disposal, below design subgrade to suitable soils	Cubic Metre	1000		
2	1.8.7	Embankment Fill – Imported to reach design subgrade	Cubic Metre	1000		
	32 12 16	Hot-Mix Asphalt Concrete Paving				
3	1.5.9ss	Asphalt Speed Hump	Each	2		
	32 17 23	Painted Pavement Markings				
4	1.5.5ss	Traffic Control Signs Speed Humps Only	Each	4		
5	1.5.3	Permanent Thermoplastic Pavement Markings Speed Humps only	Lump Sum	1		

Tenderer's Initials _____

Marchmont Road Renewal

(TITLE OF CONTRACT)

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: _____

Marchmont Road Renewal

(TITLE OF CONTRACT)

	Social Procurement Principles or Practices	Yes	No	N/A	Describe where applicable
Diverse Employment Policies and Practices					
1	Does your enterprise work with employment support services within the communities you operate?				<i>Answer prompt: identify the employment support services that you engage with to address workplace needs</i>
Employee Training, Wellness, and Apprenticeship Programs					
2	Does your enterprise provide employee training and development programs?				<i>Answer prompt: describe- what type of training and development do you offer employees?</i>
3	Does your enterprise provide apprenticeships?				<i>Answer prompt: what types of apprenticeships do you host, how many annually, which colleges and institutions do you partner with?</i>

Living Wages					
4	Does your enterprise pay your employees a living wage? The 2022 living wage for Cowichan Valley is \$23.53/hour.				<i>Answer prompt: what percentage of your employees earn above a living wage? What other considerations inform or influence your wages? What other benefits do you offer employees?</i>
Supply Chain Considerations					
5	Do you consider social value in your production process and/or supply chain (e.g. local sourcing for labour and/or materials, social and environmental considerations)				<i>Answer prompt: Describe your process for contracting suppliers- what criteria do you use in selecting and working with your suppliers?</i>
Other Community Benefits					
6	Does your enterprise support community initiatives and/or non-profits in the communities you operate?				<i>Answer prompt: Provide an example of a non-profit partnership, community initiative or other community contributions, outside of your regular course of business, that demonstrates your community engagement</i>

(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_23.

CONTRACT: Marchmont Road Renewal

REFERENCE No. 02107-00

BETWEEN:

The City of Duncan
(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 <i>Substantial Performance</i> of the <i>Work</i> on or before <u>December 15, 2023</u> 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 <i>Contract</i> . |

- 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.
- Article 5** **RIGHTS AND REMEDIES**
- 5.1 The duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
- 5.2 Except as specifically set out in the *Contract Documents*, no action or failure to act by the *Owner*, *Contract Administrator* or *Contractor* shall constitute a waiver of any of the parties’ rights or duties afforded under the

Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach under the *Contract*.

Article 6 NOTICES

6.1 Communications among the *Owner*, the *Contract Administrator* and the *Contractor*, including all written notices required by the *Contract Documents*, may be delivered by hand, or by fax, or by email, or by pre-paid registered mail to the addresses as set out below:

The OWNER:

City of Duncan
200 Craig Street, Duncan, BC, V9L 1W3

Email: bmurphy@duncan.ca
Attention: Brian Murphy, Director of Public Works and Engineering

The CONTRACTOR:

Fax: _____
Email _____
Attention: _____

The CONTRACT ADMINISTRATOR:

McElhanney Ltd.
107-225 Canada Avenue, Duncan, BC, V9L 1T6

Email: jirving@mcelhanney.com
Attention: Jon Irving, P.Eng.

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

- 3.1.4 immediately upon delivery, if delivered by hand; or
- 3.1.5 after 5 Days from date of posting if sent by registered mail
- 3.1.6 n/a

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

Article 7 GENERAL

- 7.1 This *Contract* shall be construed according to the laws of British Columbia.
- 7.2 The *Contractor* shall not, without the express written consent of the *Owner*, assign this *Contract*, or any portion of this *Contract*.
- 7.3 The headings included in the *Contract Documents* are for convenience only and do not form part of this *Contract* and will not be used to interpret, define or limit the scope or intent of this *Contract* or any of the provisions of the *Contract Documents*.
- 7.4 A word in the *Contract Documents* in the singular includes the plural and, in each case, vice versa.
- 7.5 This agreement shall ensure to the benefit of and be binding upon the parties and their successors, executors, administrators and assigns.

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

CONTRACTOR:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

OWNER:

City of Duncan

(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”, edition dated 2019. All sections of this publication are included in the *Contract Documents*.

- 8.1 Agreement, including all Schedules;
- 8.2 Supplementary General Conditions;
- 8.3 General Conditions*;
- 8.4 Supplementary Specifications;
- 8.5 City of Duncan Works and Services Bylaw No. 3158, 2017;
- 8.6 Specifications*;
- 8.7 Supplementary Standard Detail Drawings;
- 8.8 Standard Detail Drawings*;
- 8.9 Executed Form of Tender, including all Appendices;
- 8.10 *Contract Drawings* listed in Schedule 2 to the Agreement – “List of *Contract Drawings*”;
- 8.11 Island Health Permit
- 8.12 Instructions to Tenderers - Part I;
- 8.13 Instructions to Tenderers - Part II*
- 8.14 The following Addenda:

(ADDENDA, IF ANY)

(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

TITLE	DRAWING NO.	DATE	REVISION NO.	REVISION DATE
Cover	000	May 1, 2023	PB	
Notes, Specifications & Legend	001	May 1, 2023	PB	
Marchmont Rd Plan & Profile – Sta. 1+000.00 to 1+150.00	101	May 1, 2023	PB	
Marchmont Rd Plan & Profile – Sta. 1+150.00 to 1+275.00	102	May 1, 2023	PB	
Curb Return Plan & Profiles	103	May 1, 2023	PB	
East & West Bulb Curb Return Plan & Profiles	104	May 1, 2023	PB	
Utility Plan & Profile – Sta. 1+000.00 to 1+150.00	201	May 1, 2023	PB	
Utility Plan & Profile – Sta. 1+150.00 to 1+275.00	202	May 1, 2023	PB	
Grading Plan	301	May 1, 2023	PB	
Typical Sections & Details (1 of 4)	401	May 1, 2023	PB	
Typical Sections & Details (2 of 4)	402	May 1, 2023	PB	
Typical Sections & Details (3 of 4)	403	May 1, 2023	PB	
Typical Sections & Details (4 of 4)	404	May 1, 2023	PB	

Modifications and Additions to the Master Municipal Construction Documents

The following conditions form part of the Contract and are supplementary to the MMCD General Conditions and Specifications. In the event of a direct conflict between the MMCD General Conditions and these Supplementary GC's the Supplementary GC's take precedence. Notwithstanding this order of precedence, in the event of a conflict between or within any of the Contract Documents, the more stringent provisions shall apply with the intent that those which produce the highest quality and performance, shall govern.

SECTION	SUB SECTION	SUPPLEMENTARY GENERAL CONDITIONS
GC 1.0 DEFINITIONS	New 1.79 Archaeological Artifacts	"Archaeological Artifacts means any fossils, artifacts, coins, articles of value or antiquity, remains, and other things of geological, archaeological or historical interest or value discovered at the <i>Place of the Work</i> ."
	New 1.80 Engineer	"Engineer means the <i>Contract Administrator</i> ."
	New 1.81 Utilities	"Utilities is used broadly and includes but is not limited to any and all lines, poles, structures, facilities, utilities for power, cable, TV, telephone, telecommunications, all sanitary and storm sewers, and all water, oil, gas and electric services, all steam pipes and services, all survey monuments, all street lights, traffic lights, traffic detector loops embedded in pavement, culverts, rail tracks, whether located above or below ground, whether visible or invisible, whether man-made or natural."
GC 2.0 DOCUMENTS	2.2.4 Document Hierarchy	<p>Replace Section (1) with the following:</p> <p>"The Contract Documents shall govern and take precedence in the following order with the Agreement taking precedence over all other Contract Documents:</p> <ul style="list-style-type: none"> a) Agreement b) Addenda c) Supplementary General Conditions d) General Conditions e) Supplementary Specifications f) City of Duncan Works and Services Bylaw No. 3158, 2017 g) Specifications h) Drawings listed in Schedule 2 to the Agreement i) Supplementary Detail Drawings j) Standard Detail Drawings k) Executed Form of Tender l) Instructions to Tenderers m) All other Contract Documents."
GC 2.0 DOCUMENTS	New 2.4.3 Copies of Contract	"The <i>Contract Drawings</i> shall not be used for the construction of the Work unless marked "Issued for

	Documents	Construction” and sealed by a registered professional engineer.”
GC 3.0 CONTRACT ADMINISTRATOR	3.3.5 Contract Administration	Amend Clause 3.3.5 by adding: “The <i>Contract Administrator</i> will conduct survey checks of the completed work at his/her discretion. The <i>Contractor</i> will provide a survey assistant, at the <i>Contract Administrator’s</i> request, for such checks.”
GC 4.0 CONTRACTOR	4.6 Construction Schedule	Amend 4.6.2 by deleting: “monthly” and substituting “monthly or as required by the <i>Contract Administrator</i> ”.
GC 18.0 PAYMENT	18.5 Payment	Amend 18.5.1 by replacing: “15th day” to read “30th day”.
GC 20.0 LAWS, NOTICES, PERMITS AND FEES	New 20.4.2 Environmental Laws	“The <i>Contractor</i> shall indemnify the <i>Owner</i> , the <i>Contract Administrator</i> , and their respective employees, agents, officers and consultants for any costs, fines, expenses and penalties that the <i>Owner</i> is required to pay on account of the <i>Contractor</i> performing <i>Work</i> in breach of any applicable Federal, or Provincial or municipal laws, regulations, or orders.”
SGC 27.0 ARCHAEOLOGICAL ARTIFACTS	New 27.1.1 Archaeological Artifacts	“Any Archaeological Artifacts discovered by the <i>Contractor</i> shall, as between the <i>Owner</i> and the <i>Contractor</i> , be deemed to be the absolute property of the <i>Owner</i> ”.
	New 27.1.2 Archaeological Artifacts	“The <i>Contractor</i> shall immediately advise the <i>Contract Administrator</i> of the discovery by the <i>Contractor</i> of any Archaeological Artifacts and take all reasonable precautions to protect and preserve same”.
SGC 28.0 APPROVED SUPPLEMENTAL	New 28.1 Approved Supplemental	“All MMCD board approved Supplementary’s as listed at www.mmcd.net/ are to be included and in effect for this contract as of tender closing date.”

SUPPLEMENTARY SPECIFICATIONS		
Add the following Supplementary Specifications (attached at end):		
SECTION	SUB SECTION	SUPPLEMENTARY SPECIFICATION
01 10 00SS Measurement and Payment	All	
Revise the following Master Municipal Specifications Platinum Edition:		
SECTION	SUB SECTION	SUPPLEMENTARY SPECIFICATION
01 52 01 Temporary Structures	1.6 Payment	<p>Add Clause 1.6.2: "Payment for mobilization and demobilization shall include all the Contractor costs of mobilization at the beginning of the project and the cost of demobilization at the end of the project.</p> <p>.1 Included in the mobilization are such items as bonding, insurance, permits, moving personnel, equipment and materials to the site, setting up temporary facilities and all preparation for performing the <i>Work</i>.</p> <p>.2 Included in demobilization are preparation and submission of record drawings, operation and maintenance manuals, removal of all personnel, equipment and materials and cleanup of the <i>Site</i> and the <i>Work</i>.</p> <p>.3 The lump sum price bid for this work shall be relative to the costs involved but shall not exceed ten percent of the <i>Tender Price</i>.</p> <p>.4 Payment shall be made as follows, as approved by the Contract Administrator:</p> <p style="padding-left: 20px;">.1 60% of the lump sum bid will be included in the first progress payment certificate</p> <p style="padding-left: 20px;">.2 40% of the lump sum bid will be included in the final progress payment certificate</p> <p>.5 The Contract Administrator may at his discretion authorize partial payment if mobilization or demobilization is not complete</p> <p>.6 The cost of other items specified under General Requirements shall be considered incidental to the work and separate payment will not be made for any other items in the General Requirements unless specifically noted in the <i>Schedule of Quantities and Prices</i>."</p>
01 55 00 Traffic Control, Vehicle Access and Parking	1.4 Traffic Control	<p>Add Clause 1.4.15:</p> <p>"Provide a detailed Traffic Management Plan (TMP) and drawings with dedicated traffic control and pedestrian delineation for safety of motorists, pedestrians and bicycle traffic for all locations where roadways are affected by construction activities. The TMP shall be sealed by a qualified professional engineer and will be approved by the Contract Administrator in advance of implementation. This plan is to be submitted to the Contract Administrator a minimum of 14 calendar days prior to the contractor's desired date of construction commencement. The plan shall be updated and modified as requested by the Contract</p>

	<p>Administrator, as the construction project proceeds and traffic management needs warrant. The TMP is to contain sufficient details to allow the Contract Administrator and Owner a clear understanding of how the Contractor will ensure the following performance specification will be achieved, at a minimum.</p> <ol style="list-style-type: none">1. TMP shall be in prepared in accordance with the BC Ministry of Transportation and Infrastructure guidelines specified in the 2020 Traffic Management Guidelines for Work on Roadways Manual, and the 2016 Standard Specifications for Highway Construction. Table of Contents to include the following:<ol style="list-style-type: none">1.1. General Information1.2. Operations and Signage1.3. Users and Access1.4. Traffic Control Drawings1.5. Public Information Plan1.6. Incident Management Plan1.7. Implementation Plan2. Partial closure of existing travel lanes to a minimum of single lane alternating traffic to facilitate construction of the Works may be requested3. Diverted travel lanes must be on paved or granular base surfaces. Travel surface will allow for vehicles to move through the construction zone at an intended speed of 20 km/h.4. Minimize stopping traffic in the travel lane. No dumping or off loading of materials shall be permitted in the travel lane. Stoppages are permitted for vehicle access to and egress from the construction zone or for construction vehicles crossing the travel lane. No delays for full lane closure of more than 5 minutes.5. Provide a plan of all off site and on site signage and traffic control devices for review and acceptance by the Contract Administrator and the Owner. Update the plan as requested whenever signage or traffic control device locations are changed.6. Provide access for garbage collection and recycling pick-up programs and mail delivery to all residents and businesses. Provide communication to and coordination with all service providers as necessary to ensure access as required.7. Provide for the BC Transit bus routes. Communicate to and coordinate with BC Transit as necessary regarding temporary bus stop locations, transit through the work zone and any other issues that may arise that require discussion and coordination.8. Work shall be in accordance with City of Duncan Noise Bylaws.9. At the discretion of the Contract Administrator, the Contractor may be requested to modify the TMP to accommodate any irregularities or excessive congestion of traffic flow. Maximum total delays of up to 5 minutes are permitted10. Maintain at least one access to all properties, at all times unless otherwise authorized by the Contract Administrator or unless the work is directly in front of a residential driveway. Where closures of residential driveways are required, provide
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		<p>a hand delivered letter a minimum of 72 hours prior to construction to impacted property owner(s). Driveways shall be closed for 72 hours for concrete curing. Daily access shall be provided for trenching where possible using steel plates.</p> <ol style="list-style-type: none"> 11. Facilitate priority access through the work zone for fire trucks and all other emergency vehicles when they are operating with emergency lights and sirens active and where possible otherwise. 12. Where sidewalks are closed, provide adequate signage regarding pedestrian detour including signage at closest pedestrian crossing at each side of the closed section. Where work directly impacts sidewalk accessibility, "fixed in place" ramps with a tactile surface are to be provided at either end of the work area allowing pedestrians to safely negotiate the grade change between the roadway surface and drop ramps, curbs, and boulevards. Ramps must be of solid / sound construction, a minimum of 1.5m wide, less than 8% grade, and fixed in place with a traction surface and have a raised barrier edge a minimum of 35mm high. 13. Provide plan for on site or off site storage of materials and equipment, location of site trailers and all other storage facilities (e.g. shipping containers). Use of the road right-of way or other public lands will require a Permit to Occupy a Road Allowance.
<p>01 57 01 Environmental Protection</p>	<p>1.1 Section 10 57 01 Includes</p>	<p>Add Clause 1.1.5: "Qualified Environmental Professional"</p>
	<p>1.2 Temporary Erosion and Sediment Controls</p>	<p>Add Clause 1.2.1.4: "All catch basin, silt trap, and lawn basin inlet castings that may receive runoff from the work area to be covered with filter cloth. Ensure no silt or sediment enters the storm drainage system while removing the silt cloth once construction is complete"</p>
	<p>1.4 Environmental Protection</p>	<p>Add Clause 1.4.4: "Disposal of Waste:</p> <ol style="list-style-type: none"> 1. Do not bury rubbish and waste materials on site. 2. Do not dispose of waste or volatile materials such as mineral spirits, oil or point thinner into waterways, storm or sanitary sewers. 3. Dispose of waste materials off property, in accordance with applicable provincial and/or federal regulations. Removal and disposal of Asbestos Cement pipe shall follow current WCB requirements."
		<p>Add Clause 1.4.5: "Concrete and Asphalt Cutting and Placing:</p> <ol style="list-style-type: none"> 1. Control and pick up all wet or dry residue from saw cutting, coring, grinding and milling operations by means of a vacuum device or street sweeper. Under no circumstances is any dust, debris or run-off to migrate into waterways, storm or sanitary sewers. 2. Minimize the volume of wastewater produced by cutting tools by recycling and reusing wastewater whenever possible. 3. Do not allow cement washout into the streets, driveways, gutters, storm drains, ditches or water courses.

		<p>4. Set up and operate portable mixers on tarps or heavy drop cloths to contain spillage.</p> <p>5. When breaking up and milling pavement, remove broken pavement and sweep area clean.”</p>
31 24 13 Roadway Excavation, Embankment and Compaction	1.8 Measurement and Payment	Add Clause 1.8.14: “Payment for common excavation (neat line area to design subgrade) includes excavation and offsite disposal to design subgrade, including asphalt and concrete removal. Payment includes removal of all existing site fixtures, retaining walls, signs, fencing, stumps, pipes, culverts, conduits and underground infrastructure as shown on the Drawings. Measurement shall be based on the surface area neat lines required and shown on the Drawings and surveyed volume calculations as specified in Supplemental Specifications 01 10 00SS.”
32 12 16 Hot Mix Asphalt Concrete Paving	1.5 Measurement and Payment	Clause 1.5.1 change: "based on weigh tickets provided to Contract Administrator as loads are delivered" to "based on area for each thickness specified in the Schedule of Quantities and Prices".
		Add Clause 1.5.9: “Payment for asphalt speed humps includes all materials, preparation, work and incidentals required to complete installation as shown in the Contract Drawings.”
32 17 23 Painted Pavement Markings	1.5 Measurement and Payment	Add Clause 1.5.5: “Supply and installation of traffic control signs shall be paid at the unit price shown on the Schedule of Quantities and Prices and shall include all labour, equipment and materials required to complete the installation as shown on the Contract Drawings.”
		Add Clause 1.5.6: “Relocation of existing traffic control signs shall be paid at the unit price shown on the Schedule of Quantities and Prices and shall include all labour, equipment and materials required to complete the removal and re-installation as shown on the Contract Drawings. The post and signs shall be salvaged for re-installation and new concrete bases installed. Sign relocations required for construction that are not shown in the Contract Drawings will be considered incidental to the work.”
33 44 01 Manholes and Catchbasins	1.5 Measurement and Payment	Clause 1.5.1.1 delete: "except riser". Replace with: "including riser". Delete Clause 1.5.1.2

- 1.0 GENERAL**
- .1 Section 01 10 00SS addresses additional measurement and payment clauses which do not apply to other specification sections
- 1.1 Quality Control Testing**
- .1 Perform all necessary Quality Management testing as indicated on the Drawings and/or within the Contract Documents. Payment shall be based on the Lump Sum bid the Schedule of Quantities and Unit Prices as measured and accepted by the Contract Administrator. Payment shall be accepted as full compensation for everything furnished and done. Payment of the Lump Sum bid will be paid in equal amounts each month.
- .2 Give timely notice requesting inspection if Work is designated for special tests, inspections or review by the Contract Administrator's instructions.
- .3 All submissions shall be prompt to ensure that all necessary retesting and replacement of construction can proceed without delay.
- .4 Process and distribute all required copies of test reports and test information and related instructions to all of his Sub-Contractors and Suppliers to ensure that all necessary retesting and replacement of construction can proceed without delay.
- .5 Provide the Owner with copies of all test results.
- .6 Submit samples and/or materials required for testing, as specifically requested in specifications or by the Owner.
- .7 Submit test results specifying that material requirements are being met.
- .8 Provide labour and facilities to obtain and handle samples and materials on-site. Provide sufficient space to store and cure test samples.
- 1.2 Layout survey, quantity survey, volume calculations and record survey**
- .1 Payment shall be based on the Lump Sum bid in the Schedule of Quantities and Unit Prices as measured and accepted by the Contract Administrator. Payment shall be accepted as full compensation for everything furnished and done.
- .2 Payment of the lump sum bid will be paid in equal amounts each month.
- .3 The Contractor is responsible for all staking and survey layout and quantity calculations required for the completion of all Work, as shown on the Contract Drawings, and to affect incidental field adjustments.
- .4 The unit price bid shall include, but not be limited to; all survey layout, staking, cross sections, calculations of volumes required for tender items, coordination required for the completion of the work, record survey, and all other work and materials incidental and necessary to complete the Work to provide a functional system.
- .5 Any calculations necessary shall be performed by the Contractor and shall be provided to the Contract Administrator at any time upon request. Information shall include both text files and any CAD drawings.