

Tender Documents for City of Colwood

Metchosin Road Improvement

ITT No 2017-02

Prepared for:
City of Colwood
3300 Wishart Road
Colwood, BC
V9C 1R1

Prepared by:
Westbrook Consulting Ltd.
115-866 Goldstream Ave.
Victoria, BC
V9B 0J3

July, 2017

Project No. 3035

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ATTACHMENTS

- Tender Drawings

REFERENCE

- MMCD “2009 Platinum Edition Volume II”

(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 Colwood
(NAME OF OWNER)

Contract: Metchosin Road Improvement
(TITLE OF CONTRACT)

Reference No. ITT 2017 - 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:
Construction of a new sidewalk, bike lanes, related road widening,
curb and gutter, line painting, and street lighting on Metchosin
Road between Lagoon Road and Hatley Drive

(BRIEF DESCRIPTION OF THE WORK)

1.2 Direct all inquiries regarding the *Contract*, to:
WESTBROOK CONSULTING LTD.

Mike Wignall, P.Eng. MMCD CA

(NAME AND POSITION OF INDIVIDUAL WHO WILL ANSWER INQUIRIES)

Address: Suite 115 – 866 Goldstream Avenue
Victoria, BC V9B 0J3

Phone: 250 391 - 8592

Fax: 250 391 - 8593

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:

Mike Wignall, P.Eng.

(TITLE OF POSITION)

on or before

Tender Closing Time: 2:00 PM, _____ local time

Tender Closing Date: July 20, 20 17

at Westbrook Consulting Ltd.

Address: Suite 115 – 866 Goldstream Avenue

Victoria, BC V9B 0J3

Fax: 250 391 - 8593

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

3.3 FACSIMILE

For **faxed amendments or revocations**, the clock used for the official tender closing time shall govern. Completed faxes must be received at (250) 478-7516 prior to tender closing. Incomplete faxes or faxes received after the tender closing time will not be accepted.

3.4 ADDENDA

Form of Tender

Each tenderer shall state in the space provided on the Form of Tender, the receipt and inclusion of Addenda issued prior to the Tender closing.

Failure to include all Addenda issued may render the Tender invalid.

Clarification of Contract Documents

The tenderer must carefully examine the Tender documents. Should a tenderer find discrepancies in, or omissions from the drawings or other documents, or should he be in doubt as to their meaning, he should at once notify the Contract Administrator. The tenderer may not claim, after the submission of a Tender, that there was any misunderstanding with respect to the conditions imposed by the documents.

No claims by the tenderer relating to unsuitable or unavailable material will be accepted unless submitted in writing at least FIVE (5) calendar days before the Tender closing date.

Written Addenda will be issued to amend the Tender documents if required.

The Owner will endeavour not issue addenda less than two (2) days prior to the Tender closing date without a corresponding reasonable extension of the closing date.

No verbal agreement or conversation made or had at any time with any officer, agency or employee of the Owner or the Owners Representative shall affect or modify any of the terms or obligations herein stated.

3.5 NON-MANDATORY SITE EXAMINATION

A site examination is scheduled for July 13, 2017 @ **2:00 PM**, meeting on Metchosin Road at Lagoon Road.

**4.0 Additional
Instructions to
Tenderers****4.1 DISCLAIMER**

Tenderers responding to this competitive process agree to the terms and conditions of the bid opportunity as issued. Submissions shall not contain any alterations to the tender document other than entering data in the spaces provided or including attachments as necessary. Participants who alter the document as issued may be disqualified from this competition.

4.2 NO CLAIM FOR COMPENSATION

Except as expressly and specifically permitted in these Instructions to tenderers, no tenderer shall have any claim for any compensation of any kind whatsoever, as a result of participating in the tender, and by submitting a bid each tenderer shall be deemed to have agreed that it has no claim.

4.3 NO CLAIM DUE TO REJECTION

The tenderer acknowledges that it has no claim against the *Owner* or Owners Representative *Contract Administrator* for damages arising out of the *Owner's* rejection of its bid or all bids

4.4 CANCELLATION

The Owner 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 any tenderer as a result of that cancellation.

4.5 BEST PERCEIVED VALUE

The Owner will evaluate all tenders based on price, schedule, experience of superintendent, comparable work experience, subcontractors, force account rates and other qualifications requested in the Tender and accept the tender which it determines is the most advantageous to itself. The lowest contract price will not necessarily be perceived to provide the Owner with the best value.

4.6 PERMITS

The Tenderer shall ensure that the Tender Price includes all necessary permits from the City of Colwood, including, but not limited to soil removal or deposition and works within a public road right of way.

4.7 SITE FAMILIARIZATION

1. The Tenderer shall examine the Place of Work before submitting a Tender and shall satisfy themselves as to the nature and location of the Work, the means of access to the site, and shall obtain all necessary information as to the risks, contingencies and circumstances which may affect the Tender.
2. A voluntary site visit to the Place of Work is scheduled in accordance with Item 3.5.
3. Claims for additional costs will not be entertained with respect to conditions which would reasonably have been ascertained by an inspection of the site prior to the Tender closing.
4. The site is open to Tenderers for their inspection and due diligence.

The following conditions form part of the Contract and are supplementary to the MMCD Instructions to Tenderers Part II. In the event of a direct conflict between the MMCD Instructions to Tenders Part II and these Supplementary Instructions to Tender Part II, the Supplementary Instructions 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.

Tender requirements Instructions to Tender Part II **add the following:**

5.0 Tender Requirements	5.1	Add: FORM OF TENDER
	5.1.4	Tenders which are incomplete, conditional, and obscure or which contain additions, erasures or alterations may be deemed unacceptable.
	5.1.5	Unit Prices or Lump Sum Prices must be entered where indicated on the Form of Tender. Non-compliance may render the Tender incomplete. The Form of Tender is to be completed as indicated ensuring that all costs are illustrated correctly. It must be signed by an officer of the company bidding, who has the authority to commit the company to a contract, and the signature must be witnessed. Failure to comply may cause disqualification of the bid.
	5.1.6	The signing of the Form of Tender by the tenderer acknowledges all of the terms and conditions and specifications as listed in the Tender Document and the tenderer agrees to abide by and be conducted by the terms and conditions and specifications as listed in the Tender document.
	5.2	Replace 5.2 with the following: BID AND PERFORMANCE SECURITY a) Tenders shall be accompanied by Bid Security in the form of a certified cheque, irrevocable letter of credit or Bid Bond from a reputable surety company licensed to carry on business in British Columbia, in an amount equal to 10% of the tender price, drawn in favour of the Owner. b) The terms for receipt of the Bid Security are that if the tenderer does not enter into a contract with the Owner within fifteen (15) days after notice of award of the contract to the tenderer, the Bid Security shall be forfeited to the Owner. c) On award and signing of the contract, the Bid Security shall be exchanged for a Performance Security in the form of an irrevocable letter of credit in the amount of 2% of the tender price in favour of the Owner.

<p>Tender Requirements (cont.)</p>		<p>d) The letter of credit shall be held by the Owner throughout the construction and maintenance period. The letter of credit shall be drawn upon by the Owner as required to correct any deficiencies in the scope of work as required during the construction and maintenance period. At the end of the maintenance period, the letter of credit shall be released by the Owner.</p> <p>e) The cost of all Bid and Performance Securities is by the tenderer.</p> <p>f) All such bonds shall be issued in a form approved by the Insurance Bureau of Canada and issued by a Surety acceptable to the Owner.</p> <p>g) All Bond and Performance Securities shall be held and continue in force for one year after the issuance of a Certificate of Substantial Performance of the Work, to provide the one year Guarantee.</p>
	<p>5.3</p>	<p>LABOUR COSTS – 5.3.6 – Appendix 6</p> <p>A complete list of labour costs that may be used to perform additional work as specifically authorized by the Contract Administrator.</p>
	<p>5.4</p>	<p>EQUIPMENT RATES – 5.3.7 – Appendix 7</p> <p>Equipment rates used to perform additional work as specifically authorized by the Contract Administrator.</p>

Owner:

City of Colwood

(NAME OF OWNER)

Contract:

Metchosin Road Improvement

(TITLE OF CONTRACT)

Reference No.

ITT 2017 - 02

(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)

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

1.3 have complied with the Instructions to Tenderers; and

ACCORDINGLY WE HEREBY OFFER

2.1 to perform and complete all of the Work and to provide all the labour, equipment and material all as set out in the Contract Documents, in strict compliance with the Contract Documents; and

2.2 to achieve Substantial Performance of the Work on or before December 15, 2017 ; 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.

- 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 Security as per paragraph 5.2 of the Instructions to Tenderers – Part II, covering the performance of the Work including the Contractor's obligations during the Maintenance Period, 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 2 *Days* of receipt of written "*Notice to Proceed*", or such longer time as may be otherwise specified in the *Notice to Proceed*, commence the *Work*; and
- 5.1.3 sign the Contract Documents as required by GC 2.1.2.
- WE AGREE:**
- 6.1 that, if we receive written *Notice of Award* of this *Contract* and, contrary to paragraph 5 of this Form of Tender, we:
- 6.1.1 fail or refuse to deliver the documents as specified by paragraph 5.1.1 of this Form of Tender; or

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

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

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

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

OUR ADDRESS IS AS FOLLOWS:

Phone: _____

Fax: _____

Attention: _____

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

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

METCHOSIN ROAD IMPROVEMENT

(TITLE OF CONTRACT)

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

This Appendix forms an integral part of the Form of Tender. It is understood and agreed that with respect to the submission of this Appendix, the following shall apply:

1. The Lump Sum and Unit Prices listed in this Appendix shall include all costs of materials, transportation, taxes (Excluding GST), labour, installation and the tender's overhead and profit, etc. **The payment items referenced in the MMCD Specifications do not apply to payment for this work.**
2. Any work called for in this Invitation to Tender (ITT), shown on the plans, or which is necessary for the completion of the Work, called for in this ITT 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 cost of any such incidental Work shall be included in this tender price.
3. Tenderers will be required to provide a further breakdown of the detail included in the subsections on this page.
4. All prices and Quotations including the Tender Price shall include all applicable Taxes, but shall not include GST. GST shall be shown separately.

Tenderer's Initials

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General Requirements

Section	Para	Specification Title	Unit	Quantity	Unit Price	Amount
01	GENERAL REQUIREMENTS					
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 58 01	Project Identification					
	1.3.1	Project Identification	Lump Sum	1	-	
01 65 00	General					
	3.1	Mobilization	Lump Sum	1	-	
	3.2	Demobilization	Lump Sum	1	-	
	3.3	Liaison	Lump Sum	1	-	
	3.4	Survey Layout and Verification of Utilities	Lump Sum	1	-	
General Requirements Sub Total						
03	CONCRETE					
03 30 20	Concrete Walks, Curb And Gutter					
	1.4.1	Excavation, fill, subgrade to be under 31 24 13 Roadway Excavation Embankment and Compaction	Note	-	-	-
	1.4.2	Granular Subbase, and granular base under curb & gutter to be under 31 11 23 Granular Base and 32 11 16.1 Granular Subbase	Note	-	-	-
	1.4.3, 1.4.4	Machine Placed or Hand Formed Curb & Gutter (NMC as per contract drawings)	Lineal Metre	478		
	1.4.5	Concrete Walks, Infill Strips and Walkways (Including ramps. broom finish and 100 mm thickness)	Square Metre	720		
	1.4.5	Concrete Walks, Infill Strips and Walkways (Including ramps. broom finish and 150 mm thickness)	Square Metre	99		
	1.4.6	Driveway Crossings (150 mm thickness c/w ramps , granular base, compaction)	Square Metre	25		
	1.4.8	Adjustments to Frames, Covers, Lids, Valve, Junction Boxes ,Catch basins, Inspection Chambers	Incidental	-	-	-
Concrete Sub Total						

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01 General Requirements

Section	Para	Specification Title	Unit	Quantity	Unit Price	Amount
26	ELECTRICAL					
26 56 01	Roadway Lighting					
	1.9.1	Roadway Lighting	Lump Sum	1	-	
Electrical Sub Total						
31	EARTHWORK					
31 05 17	Aggregates and Granular Materials					
	1.4.1	Aggregates and Granular Materials	Note	-	-	-
31 11 01	Clearing and Grubbing					
	1.4.2	Isolated Tree Clearing	Each	6		
	1.4.2	Isolated Tree Grubbing	Each	6		
31 11 41	Shrub and Tree Preservation					
	1.3.1	Preservation of Existing Trees and Shrubs	Lump Sum	1	-	
	1.3.1	Pruning	Lump Sum	1	-	
31 15 60	Dust Control					
	1.5.1	Dust Control	Note	-	-	-
31 22 16	Reshaping Granular Roadbed					
	1.4.1	Reshaping Granular Roadbed	Square Metre	1900		
	1.4.2	Additional Granular Roadbed	Cubic Meter	50		
31 22 01	Site Grading					
	1.4	Boulder Wall (0.4 m high)	Lineal Metre	5		
31 23 01	Excavating, Trenching and Backfilling Underground Utility					
	1.10.1	Excavating, Trenching and Backfilling included under pipelaying	Note	-	-	-
		Rock Removal under section 31 23 17	NA	-	-	-
	1.10.3	Trench Overexcavating including backfilling	Cubic Metre	1		
	1.10.8	Swales	Lineal Metre	20		
31 23 17	Rock Removal					
	1.6.3	Mass Rock - Blasting Permitted	Cubic Metre	1		
	1.6.3	Trench Rock - Blasting Permitted	Cubic Metre	1		
31 24 13	Roadway Excavation, Embankment and Compaction					
	1.8.1	Clearing and Grubbing - To be included under Section 31 11 01 - 1.4.1	Note	-	-	-
	1.8.2	Topsoil Stripping And Disposal - To be included under Section 31 24 13 - 1.8.5	Note	-	-	-
	1.8.3	Rock Removal To be included under Section 31 23 17	Note	-	-	-
	1.8.4	Remove Existing Asphalt or Concrete Pavement, Curbs and Gutters, Sidewalks, Utility Strips, Driveways	Square Metre	2200		
	1.8.5	Common Excavation - Off-Site Disposal	Cubic Metre	573		

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General Requirements

Section	Para	Specification Title	Unit	Quantity	Unit Price	Amount
	1.8.7	Import Embankment Fill - 75 mm MINUS SGSB	Cubic Metre	190		
	1.8.8	Roadway Overexcavating - Off-Site Disposal	Cubic Metre	1		
	1.8.9	Subgrade Preparation To be included under Section 31 24 13 Common Excavation	Note	-	-	-
	1.8.12	Unauthorized Excavation - includes backfilling	Note	-	-	-
Earthwork Sub Total						
32	ROADS AND SITE IMPROVMENTS					
32 01 11	Pavement Surface Cleaning and Remove Pavement Marking					
	1.2.3	Remove Pavement Markings	Lump Sum	1	-	
32 01 16.7	Cold Milling					
	1.5.1	Cold Milling to maximum 50 mm thickness, including disposal	Square Metre	136		
	1.5.2	Additional Base or Subbase Material to be included under 32 11 23 and 32 11 16.1	Note	-	-	-
32 11 16.1	Granular Sub-Base					
	1.4.3	Granular Sub-Base 200 mm Thickness for Roads or Sidewalks	Square Metres	1631		
	1.4.5	Removal and Disposal of Unsuitable Subgrade to be included under 31 22 16.1	Note	-	-	-
32 11 23	Granular Base					
	1.4.2	Granular Base 50 mm Thickness for Roads	Square Metres	300		
	1.4.2	Granular Base 75 mm Thickness for Roads	Square Metres	1331		
	1.4.2	Granular Base 100 mm Thickness for Sidewalks	Square Metres	815		
	1.4.4	Removal and Disposal of Unsuitable Subgrade to be included under 31 22 16.1	Note	-	-	-
32 12 13.1	Asphalt Tack Coat					
	1.5.1	Asphalt Tack Coat	Square Metres	2816		
32 12 16	Hot-Mix Asphalt Concrete Paving					
	1.5.1, 1.5.2	40 mm Asphalt Pavement -Lower Course # 1	Square Metres	2816		
	1.5.1, 1.5.2	40 mm Asphalt Pavement -Upper Course # 1	Square Metres	2816		
	1.5.1, 1.5.2	50 mm Asphalt Pavement -Upper Course # 2 including asphalt ramps	Square Metres	714		
	1.5.3	Asphalt Driveway 50 mm thickness Upper Course # 2 Mix	Square Metres	32		
	1.5.7	Saw Cut Asphalt Pavements	Lineal Metres	102		
	1.5.4	Extruded Asphalt Curb	Lineal Metres	320		
	1.5.6	Hand Laid Asphalt Curb (Water Control)	Lineal Metres	10		

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General Requirements

Section	Para	Specification Title	Unit	Quantity	Unit Price	Amount
32 17 23	Painted Pavement Markings					
	1.5.1	Taped Temporary Pavement Markings to be included under 32 12 16	Note	-	-	-
	1.5.2	Permanent Painted Pavement Markings	Lump Sum	1	-	
	1.5.3	Permanent Thermoplastic Pavement Markings	Lump Sum	1	-	
	1.5.4	W36L Signs	Each	6		
	1.5.4	Relocate Existing Traffic Signs	Each	7		
32 91 21	Topsoil and Finish Grading					
	1.4.1	Imported Topsoil 200 mm Thick	Square Metres	570		
32 92 20	Seeding					
	1.8.1	Seeding	Square Metres	570		
Road and Site Improvements Sub Total						
33	UTILITIES					
33 40 01	Storm Sewers					
	1.6.2	Payment for storm sewers includes saw cutting, trench excavation, disposal of surplus excavated material, bedding, supply and installation of all pipe, fittings and related material, imported or native backfill as specified, cleaning, flushing and testing, and surface restoration under 31 23 01	Note	-	-	-
	1.6.1, 1.6.2	Irrigation Sleeves PVC SDR 28, 100 mm diameter	Lineal Metres	30		
	1.6.5	Catch basin Lead PVC SDR 35, 150 mm diameter	Lineal Metres	27		
	1.6.6	French Drain including Perforated Pipe, Drain Rock and Filter Fabric SDR 28, 150 mm diameter	Lineal Metres	25		
33 44 01	Manholes and Catch basins					
	1.5.1	Payment for manhole base, lid, slab, frame, and cover includes all details shown on Standard Drawings S1, S2, S3,S4 and S5 except for risers.	Note	-	-	-
	1.5.2	Catch basin Top Inlet Standard Drawing S11	Each	10		
	1.5.2	Lawn Basin Top Inlet Standard Drawing S12	Each	3		
	1.5.2	Seepage Pit, Including Manhole sections, base, lid, drain rock and filter fabric	Each	8		
Utilities Sub Total						
34	TRANSPORTATION					
34 41 13	Traffic Signals					
	1.9	Illuminated Cross Walk Sign	Each	3		
Transportation Sub Total						

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01

General Requirements

Section	Para	Specification Title	Unit	Quantity	Unit Price	Amount
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SUMMARY		
See paragraph 5.3.1 of the <u>Instructions to Tenderers</u> – Part II		
All prices and <i>Quotations</i> including the <u>Contract Price</u> shall include all <u>Taxes</u> , but shall not include <u>GST</u> . <u>GST</u> shall be shown separately.		
<i>Division</i>	<i>Title</i>	<i>Amount</i>
Div 01	General Requirements	
Div 03	Concrete	
Div 26	Electrical	
Div 31	Earthwork	
Div 32	Road and Site Improvements	
Div 33	Utilities	
Div 34	Transportation	
	Tender Price	
	GST	
	Tender Price plus GST	

METCHOSIN ROAD IMPROVEMENT

(TITLE OF CONTRACT)

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:

1. Achieve Total Performance of the Work by December 15, 2017
2. Notwithstanding Item 1, the Work shall be completed in a continuous manner not to exceed a total duration of 5 months.

Tenderer's Initials

METCHOSIN ROAD IMPROVEMENT

(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: _____

Tenderer's Initials _____

METCHOSIN ROAD IMPROVEMENT

(TITLE OF CONTRACT)

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

Tenderer's Initials _____

METCHOSIN ROAD IMPROVEMENT

(TITLE OF CONTRACT)

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

TENDER ITEM	TRADE	SUBCONTRACTOR NAME	PHONE NUMBER

Tenderer's Initials

METCHOSIN ROAD IMPROVEMENT

(TITLE OF CONTRACT)

The Tenderer agrees that the following rates shall be used to perform additional work as specifically authorized by the Contract Administrator. The use of small tools up to a value of \$ 2,000.00 each shall be incidental to the work and shall be included in the hourly rates. Superintendents, general foreman and all supervisors above foreman shall be covered by general overhead costs. All payroll, overhead, profit and related charges are incorporate in the rates below.

DESCRIPTION OF WORK	EQUIPMENT (Make and Model)	RATE

Tenderer's Initials _____

BETWEEN OWNER AND CONTRACTOR

This agreement made in duplicate this

_____ day of _____, 20____.

Contract: **Metchosin Road Improvement**
(TITLE OF CONTRACT)

Reference No. ITT 2017 - 02
(OWNER'S CONTRACT REFERENCE NO.)

BETWEEN:

The The City of Colwood

(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 _____ 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
- 1.1.1 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
 - 1.1.2 all lump sums, if any, as listed in the Schedule of Quantities and Prices, for items relating to or incorporated into the *Work*; plus
 - 1.1.3 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 pre-paid registered mail to the addresses as set out below:

The *Owner*:

The City of Colwood

 3300 Wishart Road

 Colwood, BC V9C 1R1

 Fax: 250-478-7516

 Attention: Robert Boyle – Chief Engineering Technologist

The *Contractor*:

 Fax: _____
 Attention: _____

The Contract Administrator:

Westbrook Consulting Ltd.

 Suite 115 – 866 Goldstream Avenue

 Victoria, BC V9B 0J3

 Fax: 250-391-8593

 Attention: Mike Wignall, P.Eng.

- 6.2 A communication or notice that is addressed as above shall be considered to have been received
 - 1.1.4 immediately upon delivery, if delivered by hand; or
 - 1.1.5 immediately upon transmission if sent by fax and received in hard copy; or
 - 1.1.6 after 5 Days from date of posting if sent by registered mail.
- 6.3 The *Owner* or the *Contractor* may, at any time, change its address for notice by giving written notice to the other at the address then applicable. Similarly, if the Contract Administrator changes its address for notice then the *Owner* will give or cause to be given written notice to the *Contractor*.
- 6.4 The sender of a notice by fax assumes all risk that the fax is received in hard copy.

Article 7 General

- 7.1 This *Contract* shall be construed according to the laws of British Columbia.
- 7.2 The *Contractor* shall not, without the express written consent of the *Owner*, assign this *Contract*, or any portion of this *Contract*.
- 7.3 The headings included in the Contract Documents are for convenience only and do not form part of this *Contract* and will not be used to interpret, define or limit the scope or intent of this *Contract* or any of the provisions of the Contract Documents.
- 7.4 A word in the Contract Documents in the singular includes the plural and, in each case, vice versa.
- 7.5 This agreement shall ensure to the benefit of and be binding upon the parties and their successors, executors, administrators and assigns.
- 7.6 In accordance with GC C21.2, the Contractor shall be the "Prime Contractor", as defined in the Workers Compensation Act.

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)

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 2009. 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 Specifications*;
- 8.6 Standard Detail Drawings*;
- 8.7 Executed Form of Tender, including all Appendices;
- 8.8 Contract Documents listed in Schedule 2 to the Agreement – “List of Contract Documents”;
- 8.9 Instructions To Tenderers - Part I;
- 8.10 Instructions to Tenderers - Part II*;
- 8.11 The following Addenda:

(ADDENDA, IF ANY)

Schedule 2 List of Contract Documents

TITLE	DRAWING NO.	DATE	REVISION NO.	REVISION DATE
Site Plan General Notes	303501	August 2016	5	17-01-13
Plan and Profile Lagoon Road to Farview Road	303502	August 2016	5	17-01-13
Plan and Profile Farview Road to Daniel Place	303503	August 2016	5	17-01-13
Plan and Profile Daniel Place to Hatley Drive	303504	August 2016	5	17-01-13
Cross Sections Lagoon Road to Farview Road	303505	August 2016	5	17-01-13
Cross Sections Station 12+20 to 14+40	303506	August 2016	5	17-01-13
Metchosin Road Sidewalk Improvements	AES 1-16-223 E1	September 9, 2016	2	2016/11/16
Metchosin Road Sidewalk Improvements	AES 1-16-223 E2.0	September 9, 2016	2	2016/11/17
Metchosin Road Sidewalk Improvements	AES 1-16-223 E 2.1	September 9, 2016	2	2016/11/17

**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 DEFINITIONS	1.79	Add 1.79 as follows: "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 Place of the Work."
	1.80	Add 1.80 as follows: "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 DOCUMENTS	2.2.4	Replace Section (1) with the following: "The Contract Documents shall govern and take precedence in the following order with the Agreement taking precedence over all other Contract Documents: a) Agreement, including all Schedules; b) The following Addenda: _____ _____ c) Modifications and Additions to MMCD Specifications Supplementary MMCD General Conditions Supplementary Specifications Supplementary Detail Drawings d) Contract Drawings; e) Master Municipal Construction Documents Platinum Edition; f) MMDC Standard Detail Drawings; g) Executed Form of Tender, including all Appendices; h) Supplementary Instructions to Tender Part II; i) Instructions to Tenderers – Part I; j) Instructions to Tenderers – Part II and k) All other Contract Documents
	2.4	Add 2.4.3 "Construction Drawings" "The Contract Drawings shall not be used for the construction of the <i>Work</i> unless marked "Issued for Construction" by the Engineer of Record."
GC 3 CONTRACT ADMINISTRATOR	3.2.2	Amend 3.2.2 by adding "or other relationship recognized at law" after "contractual relationship."

SECTION	SUB SECTION	SUPPLEMENTARY GENERAL CONDITIONS
GC 3 CONTRACT ADMINISTRATOR	3.7	<p>Add+ 3.7 "Payment Certifier"</p> <p>The roles for a Payment Certifier are defined in the British Columbia Builder's Lien Act. For the <i>Contractor</i>, the Payment Certifier shall be the <i>Contract Administrator</i>. The Payment Certifier for the <i>Subcontractors</i> shall be the <i>Contractor</i>.</p>
GC 4 CONTRACTOR	4.1	<p>Add 4.1.3 as follows:</p> <p>"No advertising signs or notices will be permitted on-site without prior approval of the Owner."</p>
	4.1	<p>Add 4.1.4 as follows:</p> <p>"the Contractor shall provide notification five (5) calendar days prior to commencing work and obtain and pay for necessary permits required to work within the road allowance."</p>
	4.1	<p>Add 4.1.5 as follows:</p> <p>"In addition to any requirements of MMCD, the contractor shall provide the Contract Administrator with one marked-up set of signed "As Constructed Drawings" as record drawings for all Utilities and surface work prior to request for Substantial Completion."</p>
	4.1	<p>Add 4.1.6 as follows:</p> <p>"The Owner will provide survey control points as shown on the drawings and as required by MMCD GC 3.3.5. In addition of any requirement in GC 4.1, the Contractor is responsible for all staking and survey layout required for the completion of all Work called for in the Contract Documents, or as directed by the Contract Administrator; and to affect incidental field adjustments. Geodetic Monuments shown on the drawings shall be replaced by the Contractor at the Contractor's expense if damaged during construction.</p> <p>In addition to or contrary to any requirement in MMCD, Measurement for Payment Quantities shall be completed by the Contractor and shall be based on cross-sections at not more than 10m intervals (Average End Area Method) after each operation depicting the before and after condition. All survey and calculations necessary shall be performed by the Contractor and provided to the Contract Administrator at the end of each month in support of the monthly Payment Certificate. Contrary to MMCD GC 18.1.1, the Contractor will be required to prepare all monthly Payment Certificates in a form consistent with the Form of Tender, Appendix 1.- Approximate Quantities and Unit Prices for this project.</p> <p>Notwithstanding the requirements of GC 18.1 and 18.2, the Payment Certificate will be prepared by the Contractor and submitted to the Contract Administrator for approval and shall include all payment items, survey and measured quantities and Contractor completed Force Account worksheets, including all supporting backup, with each monthly Payment Certificate. Monthly progress payments will be withheld until all supporting documentation is provided an accepted by the</p>

		Contract Administrator.
SECTION	SUB SECTION	SUPPLEMENTARY GENERAL CONDITIONS
GC 4 CONTRACTOR	4.1 Continued	Contrary to GC 18.5, payment on a Payment Certificate shall be due and payable to the Contractor on or before the 30 th day after the issuance of the Payment Certificate.”
	4.2	Add 4.2.2 as follows: “Before commencing work, the Contractor shall provide an Emergency Contact List with a minimum of three personnel listed in priority, with contact information for both regular working hours and outside regular working hours.”
	4.3	Add 4.3.7.1 as follows: The Contractor shall notify the Contract Administrator immediately if damage to any structures occurs.
	4.3	Amend 4.5.1 and 4.5.2 by deleting “or omission” whenever it appears and substituting, “omission or any incorrect, inaccurate or misrepresented fact.” Add 4.5.4 as follows: “If Additional instructions are required to address any error, inconsistency, omission or incorrect, inaccurate or misrepresented facts, the Contractor’s inefficiencies or mismanagement, if any, shall not be taken into account when determining any impact of those Additional Instructions on the Contract Price.”
	4.6	Amend 4.6.2 by deleting “monthly” and substituting “monthly or within a shorter time specified in the Contract Documents.”
	4.7	Add 4.7.4 as follows: “The key personnel named in the Contractors Tender response, shall remain in these key positions throughout the project. In the event that key personnel leave the Contractor’s firm, or for any unknown reason are unable to continue fulfilling their role, the Contractor must propose a suitable replacement, and obtain written consent from the Owner. Acceptance of the proposed replacement is at the sole discretion of the Contract Administrator and the Owner.”
	4.9	Add 4.9.3 as follows: “Handle and store products in a manner such as to prevent damage, deterioration and soiling. Store packaged or bundled products in original and undamaged condition with manufacturer’s seals and labels intact, and for materials subject to damage from the weather, store in weatherproof enclosures.”
	4.11	Add 4.11.7 as follows: “Notify all Sub-Contractors of the provisions of the Standard and Supplementary General Conditions, General Requirements, Specifications and Supplementary Specifications of the Contract.”

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SECTION	SUB SECTION	SUPPLEMENTARY GENERAL CONDITIONS
GC 4 CONTRACTOR	4.17	<p>Add 4.17 "Existing Utilities" as follows:</p> <ul style="list-style-type: none"> .1 Size, depth and location of existing utilities, structures and surface features indicated on the Drawings are for guidance only based on best available information. Completeness and accuracy are not guaranteed. The Contractor shall make no claim for delay as a result of having to alter, support, or protect any feature which has been incorrectly shown or omitted from the Drawings. .2 Before commencing work, establish location and extent of all utilities in the area of Work and notify Contract Administrator of findings. .3 Notify Contract Administrator five (5) days in advance of commencing any work which may affect buried utilities and related structures. Establish exact location and state these and any other buried items. Clearly mark such locations, prevent disturbance during work and notify Contract Administrator of findings. .4 Notify the gas, telephone, cable, water and power companies five (5) days in advance of commencing work in vicinity of gas, telephone, cable, water and power utilities. The Contractor shall work closely with the Contract Administrator and utility company representatives and shall carefully excavate those areas where crossing of existing utilities is anticipated. The Contractor shall provide written confirmation that these agencies have been contacted and have marked lines at potential crossing conflicts. .5 Protect existing structures from any damage while work is in progress. .6 The Contractor shall take all reasonable steps to maintain existing utilities in place while constructing the works. .7 Where Work involves breaking into or connecting to an existing utility, carry out work at times directed by authorities having jurisdiction, with minimum of disturbance to pedestrian and vehicular traffic. .8 Where a temporary shut-down of utility is necessary, the Contractor shall liaise with the appropriate utility companies, emergency utility and the Contract Administrator. The Contractor shall give 48 hours' notice to all those affected by the interruption of the utility. The Contractor shall immediately notify the Contract Administrator if existing utility cannot be maintained. .9 The Contractor shall be held liable for all claims from failure to give such advance notice. .10 Where unknown utilities are encountered, immediately advise Contract Administrator and confirm findings in writing. .11 Record locations of maintained, re-routed and abandoned utility lines on record documents. .12 In all cases where new construction shall connect to existing underground utilities, and where any portion of the Works are to be constructed in the vicinity of existing underground utilities and conflict may occur, the existing underground utility shall be excavated by the Contractor in the presence of the Contract Administrator to verify the exact location of the existing utility. .13 Verification of existing underground utilities shall be proven before work commences, and not less than 72 hours in advance of anticipated new construction in order to permit adjustments to the new and /or existing utility as may be deemed necessary by the Contract Administrator."

SECTION	SUB SECTION	SUPPLEMENTARY GENERAL CONDITIONS
GC 7 CHANGES	7.4	Payment of Optional or Additional Work shall be based on applicable Unit Prices in the Form of Tender Appendix 1 – Schedule of Quantities and Prices, at a negotiated price, or on a Force Account Basis in accordance with the Contract Document at the discretion of the Contract Administrator. No work shall be undertaken by the Contractor until written approval in the form of a Field Order or Change Order is provided by the Contract Administrator.
GC VALUATION OF CHANGES AND EXTRA WORK	9.2	Amend 9.2.4 by deleting “unless at the time of the agreement the Contractor expressly reserved in writing the right to claim for additional payment or Contract Time adjustments.”
GC 13 DELAYS	13.9	Amend 13.9.1 by deleting “\$ 500” and replacing with “\$ 2,000”
GC 15 OWNERS RIGHTS ON CONTRACTORS DEFAULT	15.3	Delete GC 15.3.1 (1) and substitute: (1) Be entitled to (i) Take possession of the Place of Work and materials, to be incorporated into the Work but not yet delivered, (ii) Utilize the construction machinery and equipment, subject to the right of third parties, and (iii) Complete the Work by whatever method the Owner may consider expedient, and
GC 16 CONTRACTOR'S RIGHTS ON OWNER'S DEFAULT	16.2	Amend 16.2.1 and 16.2.2 by deleting “30 calendar days” and substituting “60 calendar days”.
GC 17 DISPUTES	17.5	Delete GC 17.5.3 and replace with: “If a Referee is selected for appointment as provided by this GC then the parties shall enter into agreement with the Referee by signing a letter in the form set out in Schedule 17.5.3 to these GC’s. If one party and the Referee sign the agreement and, after presentation, the other party fails or refuses to sign the agreement, the defaulting party shall be deemed to be a party to that agreement.”
	17.5	Amend 17.5.8 by adding after “the Referee” the following: “shall make decisions in a fair and impartial manner and”.
	17.5	Amend 17.5.11 by renumbering it GC 17.5.11.1 and adding the following at the end: “unless the parties agree otherwise.”
	17.5	Add 17.5.11.2 “Despite 17.5.11.1, on written application of a party, the Master Municipal Documents Association may revoke the appointment of the Referee if the association is satisfied the Referee is biased, unqualified to discharge the Referee’s duties, or has failed to diligently and conscientiously perform the Referee’s duties. A replacement Referee shall be selected for appointment as

SECTION	SUB SECTION	SUPPLEMENTARY GENERAL CONDITIONS
GC 17 DISPUTES	17.5	Amend 17.5.13 by deleting “by either party, or both parties,” and replacing with: “by both parties, but not by one party,”.
	17.7	Delete GC 17.7.1 and replace with: “If (a) Within 7 calendar days of the commencement of the Settlement Meeting, or such further period agreed by the parties, the matter is not settled by agreement, or (b) Either party fails or refuses to participate in the Settlement Meeting within the time limit set out in GC 17.6.2, the Dispute shall, on delivery of a Notice of Arbitration, by either party, be finally resolved by arbitration conducted under the arbitration rules of procedure of the B.C. International Commercial Arbitration Centre.”
	17.7	Add GC 17.7.2 “If neither party requires, by notice of writing, that the Dispute submitted to arbitration under GC 17.7.1 be arbitrated within the time limits required in the arbitration rules of procedure, all Disputes referred to arbitration under the Contract shall be: 1) Held in abeyance until (a) Substantial Performance (b) The Contract has been terminated, or (c) The Contractor has abandoned the Work, or whichever is earlier, and 2) Consolidated into a single arbitration under the arbitration rules of procedure.”
	17.7	Add GC 17.7.3 “Nothing in this GC shall be construed in any way to limit a party from asserting any statutory right to a lien under the <i>Builder’s Lien Act</i> and the assertion of such right by initiating judicial proceedings not to be construed as a waiver of any right that party may have under GC 17.7.1 to proceed by way of arbitration to adjudicate the merits of claim upon which such a lien is based.”
GC 18 PAYMENT	18.5	Amend 18.5.1 by replacing “15 th day” to read “30 th day” and add the following: “The actual amount paid is subject to the Owner’s right under law or this contract to make deductions.”
	18.9	Amend 18.9.1 be deleting the last sentence and replacing with: “This waiver of claims shall include without limitation those claims that might arise from (a) The negligence or breach of contract by the Owner, or (b) The negligence or wrongful acts of the Owner’s Consultants or the Contract Administrator. But shall not include claims made by the Contractor in writing prior to such application in accordance with the provisions of the Contract Documents and

SECTION	SUB SECTION	SUPPLEMENTARY GENERAL CONDITIONS
		delivered to the Contract Administrator prior to the date of Substantial Performance and still unsettled.”
GC 18 PAYMENT	18.9	<p>Amend 18.9.2 by deleting the last sentence and replacing with:</p> <p>“This waiver of claims shall include without limitation those claims that might arise from</p> <ul style="list-style-type: none"> (a) The negligence or breach of contract by the Owner, or (b) The negligence or wrongful acts of the Owner’s Consultants or the Contract Administrator. <p>But shall not include claims made by the Contractor in writing prior to such application in accordance with the provisions of the Contract Documents and delivered to the Contract Administrator prior to the date of Substantial Performance and still unsettled.”</p>
GC 20 LAWS, NOTICES, PERMITS AND FEES	20.4	<p>Add 20.4.2</p> <p>“The <i>Contractor</i> shall indemnify the <i>Owner</i> 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 environmental laws, regulations, or orders.”</p>
	20.5	<p>Add 20.5.1</p> <p>Municipal Regulations</p> <p>“In tendering for this work, and when called upon to enter into an agreement with the Owner, the Contractor and sub-contractors will be bound to comply with all laws, statutes and municipal bylaws pertaining to the work.”</p>
GC 21 WORKERS COMPENSATION REGULATIONS	21.1	<p>Add 21.1.3</p> <ul style="list-style-type: none"> a) The Contractor must be registered, and in good standing, with Worksafe BC. Please provide your WSBC Registration/Firm number. b) A current “WSBC Clearance Letter” from the Contractor must be received prior to the award of the contract and must accompany all contract invoices (monthly) and from each Sub-Contractor with each monthly progress draw. c) The Contractor must ensure that all fees, charges and/or assessments levied by the Worksafe BC for the protection of the Contractor’s work force are paid prior to the commencement of the work, and remain up-to-date throughout the length of the contract. d) The Contractor shall provide evidence of compliance upon request prior to receiving payment on substantial and total performance of the work. e) At any time during the performance of the work, over the term of the contract, the Contractor will provide evidence of compliance by himself and his subcontractors. f) The contractor will be designated as the prime Contractor as defined under the Workers’ Compensation Act Part 3, Division 3, Section 118 (1-3).

SECTION	SUB SECTION	SUPPLEMENTARY GENERAL CONDITIONS
GC 21 WORKERS COMPENSATION REGULATIONS	21.1 continued	g) The Contractor shall indemnify the Owner and hold the Owner harmless from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafe BC assessments owing from any person employed on the Work by the Contractor, by its sub-contractors or by any other person doing or contracting to do all or any part of the Work of this Contract or arising out of or in any way related to a failure to observe safety rules, regulations and practices of WorkSafe BC, including any penalties levied by WorkSafe BC.
	21.3	Add 21.3.3 “The Contractor shall indemnify the Owner and hold the Owner harmless from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafe BC assessments owing from any person employed on the Work by the Contractor, by its sub-contractors or by any other person doing or contracting to do all or any part of the Work of this Contract or arising out of or in any way related to a failure to observe safety rules, regulations and practices of WorkSafe BC, including any penalties levied by WorkSafe BC.”
GC 22 INDEMNIFICATION	22.1	Remove and replace 22.1.1 as follows: “The Contractor shall indemnify and save harmless the Owners and its officials, officers, employees and agents from any claim, lawsuit, liability, debt, demand, loss or judgement (including costs, defense expense and interest) whatsoever and howsoever arising either directly or indirectly as a result of the granting of this contract or the use of the Owner’s property or facilities. The Contractor shall waive all rights of subrogation or recourse against the Owners as a result of the granting of this contract or the use of the Owner’s property of facilities. The Contractor shall indemnify and pay to the Owner promptly, on demand for any loss or damage to the Owner’s property and facilities arising either directly or indirectly as a result of the use of the property or facilities under the terms of this Contract.”
	22.1	Add new clause 22.1.2 as follows: “The Contractor shall be obligated to defend the Owner and Contract Administrator from third party actions defined in 22.1.”

SECTION	SUB SECTION	SUPPLEMENTARY GENERAL CONDITIONS
GC 25 MAINTENANCE PERIOD	25.1	Delete 25.1.3 and replace with: "The Owner shall provide the Contractor with access, at all reasonable times, to the location of any defect or deficiency to enable the Contractor to correct the defect or deficiency, but the Contractor shall be responsible for (1) exposure of the defect or deficiency in order to correct or repair the defect or deficiency; (2) the restoration of the Work or other property that is disturbed or damaged in the course of i. exposing the defect or deficiency, or ii. correcting or repairing the defect or deficiency, and (3) all risks associated with any activity described in paragraphs (a) and (b); and (4) all costs to correct the defect or deficiency."
GC 26 EARLY USE OF THE WORK	26.1	Amend 26.1.1 by deleting "on written approval of the Contract Administrator" and substituting "with prior written notice to the Contract Administrator."
SGC 27 ARCHAEOLOGICAL ARTIFACTS	27.1	Add 27.1.1 as follows: "Any Archaeological Artifacts discovered by the Contractor shall, as between the Owner and the Contractor, be deemed to be the absolute property of the Owner."
	27.1	Add 27.1.2 as follows: "The Contractor shall immediately advise the Contract Administrator of the discovery by the Contractor of any Archaeological Artifacts and take all reasonable precautions to protect and preserve same."
SGC 28 WAGES	28.1	Add 8.1 as follows: "A wage equal to the wage specified in the Agreement between the City of Colwood and the Canadian Union of Public Employees Local 374 shall be paid for the wages and remuneration in each trade for competent workers in the City – See Schedule 3 Worker's Wages. The Contractor, subcontractor or other person shall comply with the condition and is bound to pay those wages. The Owner reserves the right to request documentation from the successful Tenderer at any time in order to verify compliance."
SGC 29 APPROVED SUPPLEMENTAL	29.1	Add 29.1 as follows: "All MMCD board approved Supplementaries as listed at www.mmcd.net/ are to be included and in effect for this Contract."

**Modifications and Additions to the Master
Municipal Construction Documents**

The following list of MMCD Supplementary Specifications and requirements are supplemental to the “Master Municipal Construction Documents – General Conditions, Specifications and Standard Detail Drawings”:

In cases of conflict the order of precedence for specifications and standards is:

- o Supplementary Specifications
- o Drawings
- o MMCD Specifications

In cases of conflict the order of precedence for measurement and payment clauses is:

Supplementary Specifications			
Section	Sub Para	Specification Title	Supplementary Specifications
01 33 01		Project Record Documents	
	1.7	Recording Actual Site Conditions	<p>Add Clause 1.7.5 as follows: In addition to any requirements of MMCD, the Contractor shall provide the Contract Administrator with one marked up set of signed “As Constructed Record Drawings” as record drawings for all sewer, drain, water, road and utilities prior to request for Substantial Completion.</p> <p>The record drawings shall be hand or CAD-produced and will show in a neat and accurate manner all changes, additions and deletions to the original Contract Drawings to show the “as-constructed” installation. In general, the record drawings shall include both horizontal and vertical layout and the location of new and existing: sanitary and storm drain main and service installations; road and sidewalks; street lighting and Shaw and BC Hydro facilities and structures and associated appurtenances; and utilities installed or encountered during execution of the Work. As construction progresses, changes to the Contract in (x,y,z) coordinates may be requested for review by the Contract Administrator.</p> <p>In addition to submitting “As Constructed Record drawings” the Contractor shall conduct a survey of all service installations in NAD 83 ground coordinates using City of Colwood descriptor codes suitable for insertion into the City’s GIS System.</p> <p>All record drawings and survey information shall be submitted to the Contract Administrator with the request for Substantial Performance pursuant to GC 18.6.</p>

			Substantial Performance will not be granted if the record
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SUPPLEMENTARY SPECIFICATIONS (cont'd)

Section	Sub Para	Specification Title	Supplementary Specifications
01 33 01 continued		Project Record Documents	
	1.7	Recording Actual Site Conditions - continued	drawings and record survey have not been received and accepted by the Contract Administrator.”
01 55 00		Traffic Control, Vehicle Access and Parking	
	1.4	Traffic Control	<p>Add 1.4.14 as follows:</p> <p>“The Contractor shall provide a detailed Traffic Management Plan 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.</p> <p>The Traffic Management Plan shall meet WorkSafe BC requirements and shall be subject to the City of Colwood approval.</p> <p>For any partial closure of an existing travelled roadway or lane to facilitate construction of the Works on Metchosin Road, the Contractor shall make application to the City of Colwood.”</p>
03 30 20		Concrete Walks, Curbs and Gutters	
	1.4.6	Payment for Driveway Crossings	Revise 1.4.6 to read: Payment for driveway crossings including granular base as shown on Standard Detail Drawing C7 will be made on a per square meter basis
	1.4.8	Payment for Adjustment of Existing Catch basins and other Utilities Covers	Revise 1.4.8 to read: Payment for adjustment of existing catch basins and other utilities covers required for completion of the works will be made on a lump sum basis for all of the adjustments in total.
26 56 01		Roadway Lighting	
	1.9	Measurement and Payment	A cash allowance of \$ 75,000 shall be carried for this item. Payment shall be based on a lump sum basis when accompanied with supporting documentation and receipts, based on the actual roadway lighting design.
31 11 41		Shrub and Tree Preservation	
	1.3.1	Tree Preservation	Add to the end of Clause 1.3.1: All trees that are not identified on the project drawings for removal are to be preserved. Notify Contract Administrator prior to removal of any tree.

SUPPLEMENTARY SPECIFICATIONS (cont'd)

Section	Sub Para	Specification Title	Supplementary Specifications
31 22 16		Reshaping Granular Roadbeds	
	1.4.2	Measurement and Payment	Revise 1.4.2 to read: Measurement for additional granular based material required for reshaping described above will be for actual quantity placed based on topographic survey of base level prior to material placement and final design grades
31 22 16 Continued		Reshaping Granular Roadbeds	
	1.4.4	Measurement and Payment	Revise 1.4.4 to read: Replacement of unsuitable material removed will be treated as new granular base under 1.4.2 of the Section. Measurement will be made based on topographic survey of post excavation elevations level prior to replacement material placement and final design grades.
31 23 17		Rock Removal	
	3.1	Blasting and Vibration Control	Add 3.1.5 as follows: Any blasting shall be carried out in accordance with the City of Colwood Blasting Bylaw, 1993 (Bylaw 272) and amendments.
31 24 13		Roadway Excavation, Embankment and Compaction	
	1.8.5.1	Measurement and Payment	Revise 1.8.5.1 as follows: Delete "Where the average thickness of excavation is 0.5 metre or more"
	1.8.5.4	Measurement and Payment	Delete 1.8.5.4
	1.8.7	Measurement and Payment	Revise 1.8.7 to read: Payment for import embankment fill will be based on topographic survey of post excavation elevations level prior to replacement material placement and final design grades.
	1.8.8	Measurement and Payment	Revise 1.8.8 to read: Measurement will be made based on topographic survey of post excavation elevations level prior to replacement material placement and final design grades.
	1.8.9	Measurement and Payment	Revise 1.8.9 to read: Subgrade preparation includes finish grading of the subgrade, removal of surplus materials, adjustment of moisture content and compaction as specified. Payment shall be included in Item 1.8.5.

SUPPLEMENTARY SPECIFICATIONS (cont'd)

Section	Sub Para	Specification Title	Supplementary Specifications
32 12 16		Hot-Mix Asphalt Concrete Paving	
	1.5.1, 1.5.2	Asphalt Pavement - Lower Course #1 40 mm thick	Revise 1.5.1 to read: Payment for asphaltic concrete paving includes all construction joint preparation, supply and placing of the asphaltic concrete, compaction, adjusting and cleaning of frames, covers and lids of all castings affected and taped temporary pavement markings. Measurement for asphalt pavement for each specified thickness will be for actual area placed.
	1.5.1, 1.5.2	Asphalt Pavement - Upper Course #1 40 mm thick	Revise 1.5.1 to read: Payment for asphaltic concrete paving includes all construction joint preparation, supply and placing of the asphaltic concrete, compaction, adjusting and cleaning of frames, covers and lids of all castings affected and taped temporary pavement markings. Measurement for asphalt pavement for each specified thickness will be for actual area placed.
	1.5.1, 1.5.2	Asphalt Pavement - Upper Course #2 50 mm thick	Revise 1.5.1 to read: Payment for asphaltic concrete paving includes all construction joint preparation, supply and placing of the asphaltic concrete, compaction, adjusting and cleaning of frames, covers and lids of all castings affected and taped temporary pavement markings. Measurement for asphalt pavement for each specified thickness will be for actual area placed.
32 17 23		Signage	
	1.1	Signage Properties	Add 1.1: All Signage to be in conformance with the Manual of Uniform Traffic Control Devices for Canada (MUTCD-C).
	1.2	Post and Bases	Add 1.2: Posts to be round galvanized steel. Posts and Bases to be in conformance with Section 635 of the 2012 Standard Specifications for Highway Construction (Ministry of Transportation and Infrastructure of British Columbia). Refer to Standard Drawing SP635-1.1.45 for Details.
	2.1	Measurement and Payment	Add 2.1: Payment for Traffic Signage shall include excavation, backfill material, compaction, base, post, sign, and appurtenances necessary to complete the work as specified.

SUPPLEMENTARY SPECIFICATIONS (cont'd)

Section	Sub Para	Specification Title	Supplementary Specifications
32 17 23 continued		Signage	
	2.2	Measurement and Payment	Add 2.2: Payment for relocation of existing signage to include all excavation, backfill material, compaction, base, post, sign, and appurtenances necessary to complete the work as specified. New bases and posts to be provided.
32 91 21		Topsoil and Finish Grading	
	1.4.1	Imported Topsoil 200 mm thick grassed boulevard restoration	Revise 1.4.1 to read: Measurement and payment for imported topsoil for each specified thickness will be by actual area placed. Includes supply of materials, on-site handling, placement to thickness specified, application of fertilizers and finished grading.
33 44 01		Manholes and Catch basins	
	1.5.3	Adjustments	Delete 1.5.3 and replace with: Payment for adjustment of tops of existing catch basins, lawn drains, cleanouts, inspection chambers, utility boxes, and similar items will be made as lump sum for all items adjusted.
NEW SECTIONS			
01 65 00		Other Items	
	1.1	General	Add 1.1: Section 01 65 00 refers to those portions of work pertaining to mobilization and demobilization, liaisons with service authorities, and specific portions of work not addressed elsewhere in the specifications. This section must be referenced to and interpreted simultaneously with all other sections pertinent to the works described herein.
01 65 00		Other Items	
	2.1	Mobilization	Add 2.1: Mobilization shall include the Contractors costs of mobilization at the beginning of the project. Included in mobilization are such items as permits, moving personnel, materials and equipment to the site, setting up temporary facilities (such as power, lighting, site office, site storage), project information signage and WorkSafeBC signage and all preparation for performing The Work.

SUPPLEMENTARY SPECIFICATIONS (cont'd)

Section	Sub Para	Specification Title	Supplementary Specifications
01 65 00 continued		Other Items	
	2.1	Mobilization	Add 2.1.1: The Contractor shall acquire a City of Colwood Permit to Alter or Construct on City Property at a cost of \$ 150 as outlined in Schedule B of the Traffic and Highway Regulation Bylaw No. 1134. The City will waive the Engineering Fee and Security Deposit. Upon receipt of right of way permit, the Contractor may use the road right of way for staging and parking.
	2.2	Demobilization	Add 2.2: Demobilization shall include the Contractors costs of demobilization at the end of the project. Included in demobilization are preparation and submission of red marked as-built drawings, removal of all personnel, materials and equipment, signs, and cleanup of the site and The Work.
	2.3	Liaison	Add 2.3: Liaison with service authorities and municipalities shall include the Contractors duties to liaison with service authorities, including but not limited to BC Hydro, Telus, Shaw Cable and Fortis BC, and municipalities, documentation of liaison and all pertinent tasks resulting from liaisons and submittal to the Owner and Engineer, and execution of works in accordance with liaisons, as approved by the Engineer.
	2.4	Survey Layout and Verification of Utilities	Add 2.4 as follows: "The Contractor shall layout all of the Work and shall locate, excavate, expose and confirm the location and elevation of all existing underground work and utilities prior to the start of construction. The Work shall include saw cutting, excavation, backfilling, survey layout, compaction and temporary patching and all other work and materials necessary to restore the area to its original condition or better to complete the Work."
	3.1	Measurement and Payment	Add 3.1: The lump sum price bid for Mobilization shall be relative to the costs involved to perform the work. Payment will be made at 100% of the Lump Sum bid with the first progress payment, however the Engineer may at his discretion recommend partial payment if mobilization is not complete.

SUPPLEMENTARY SPECIFICATIONS (cont'd)

Section	Sub Para	Specification Title	Supplementary Specifications
01 65 00 continued		Other Items	
	3.2	Measurement and Payment	Add 3.2: The lump sum price bid for Demobilization shall be relative to the costs involved to perform the work. Payment will be made at 100% of the Lump Sum bid with the first progress payment, however the Engineer may at his discretion recommend partial payment if demobilization is not complete.
	3.3	Measurement and Payment	Add 3.3: The lump sum price bid for Liaison shall be relative to the costs involved to undertake the works. Payment will be made, as approved by the Engineer, a) 100% of the lump sum bid will be included upon completion of liaisons and execution of work accordingly.
	3.4	Measurement and Payment	Add 3.4: Payment for Main and Service Verification will be at the Lump Sum amount in the Form of Tender, Appendix 1 – Schedule of Quantities and Prices and shall be accepted as full compensation for everything furnished and done. Payment will be spread out equally in monthly installments based on the duration of the project.