

TENDER

2018 ROAD IMPROVEMENT PROGRAM

ISSUED: March 21, 2018

CLOSING LOCATION:

District of Sooke 2205 Otter Point Road Sooke, BC V9Z 1J2

CLOSING DATE AND TIME:

Proposals must be received at Reception prior to: 3:00 PM (15:00 hrs) Pacific Time on April 12, 2018



2205 Otter Point Road, Sooke, British Columbia, Canada V9Z 1J2

 Phone: (250) 642-1634
 Fax: (250) 642-0541

 email: info@sooke.ca
 website: www.sooke.ca

DISTRICT OF SOOKE

2018 ROAD IMPROVEMENT PROGRAM

MASTER MUNICIPAL CONSTRUCTION DOCUMENTS

CONTENTS

- Invitation to Tender
- Instructions to Tenderers Part 1
- Form of Tender
 - Appendix 1 Schedule of Quantities and Prices
 - Appendix 2 Preliminary Construction Schedule
 - Appendix 3 Experience of Superintendent
 - Appendix 4 Comparable Work Experience
 - Appendix 5 Subcontractors
- Form of Agreement
 - Schedule 1 Schedule of Contract Documents
 - Schedule 2 List of Contract Drawings
- Supplementary General Conditions
- Supplementary Specifications

Standard Documents that are Fully Complete and Available in the Master Municipal Construction Documents Platinum Edition Volume 2 from the Master Municipal Construction Documents Association:

- Instructions to Tenderers, Part 2
- General Conditions
- Specifications
- Standard Detail Drawings

Supplemental Updates released and available from the Master Municipal Construction Documents Association:

• MMCD Supplemental Update 2016-11-18

The following is provided for reference only and is not included in the Schedule of Contract Documents in the Form of Agreement

- Reference Material Coring Locations and Depths
- Reference Material Storm and Sanitary Manhole Locations

| JNIT PRICE | hunter at the second | INVITATION TO TENDERER PAGE 1 OF 2000 |
|--|-----------------------------------|--|
| Contract | | O TENDERERS 200 |
| Owner: | District of Sooke | |
| Owner. | (NAME OF OWNER) | |
| Contract: | 2018 Road Improvement Pro | ogram |
| | (TITLE OF CONTRACT) | |
| Reference No. | 2018_5400-10_01 | |
| | (OWNER'S CONTRACT REFERENCE NO. | |
| The Owner invites tenders | The Districtly 0040 as ad | and a left of the second second state of the s |
| for: | paving and shouldering. | rehabilitation program involving milling, base repair, |
| | | |
| | | |
| | (BRIEF DESCRIPTION OF THE WORK) | |
| Contract Documents are | https://sooke.ca/municip | al-hall/documents-forms/tenders-and-rfps/ |
| available online at: | | |
| | It is the responsibility of | the Contractor to print .pdf's for their personal copies. |
| | | |
| | (LIST ADDRESSES FOR DOCUMENT PIC | KIP) |
| | | |
| | <u>GST</u> payable to: | fundable amount of \$ <u>N/A</u> including |
| | N/A | |
| | (NAME THAT CHEQUE SHOULD BE PAY, | ABLE TO) |
| The <u>Contract Documents</u> re available <u>for</u> viewing at: | https://sooke.ca/municip | al-hall/documents-forms/tenders-and-rfps/ |
| | | |
| | | |
| | | |
| | (ADDRESS WHERE CONTRACT DOCUM | ENTS CAN BE VIEWED) |
| Tenders are scheduled to close: | | |
| 0036. | Tender Closing Time | 3:00 pm local time |
| | Tender Closing Date: | April 12 , 20 18 |
| | Address: | 2205 Otter Point Road |
| | Aut 633. | Sooke BC V9Z1J2 |
| | | |
| | | |
| | | |
| | | (ADDRESS WHERE TENDERS MUST BE SUBMITTED) |
| NAME OF OWNER'S | Brian Derrick | (ADDRESS WHERE TENDERS MUST BE SUBMITTED) |
| NAME OF OWNER'S REPRESENTATIVE | Brian Derrick (250)-642-1634 | (ADDRESS WHERE TENDERS MUST BE SUBMITTED) |

| Unit Price | E | TABLE OF CONTENTS IT – Part 11 of 2 |
|---------------|---------------------------------------|--|
| CONT | RACT INSTRUCTIONS TO TENDERERS PART I | 2009 |
| | | |
| 1.0 | Introduction | IT - 1 |
| 2.0 | Tender Documents | IT - 1 |
| 3.0 | Submission of Tenders | IT - 2 |

| 4.0 | Additional Instructions to TenderersIT - 3 |
|-----|--|
| 4.0 | Additional Instructions to Tenderers |

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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: | District of Sooke | | | | | | | | |
|-----|---------------------|-------------------|---|---|--|--|--|--|--|--|
| | | · | ad Improveme | nt Program | | | | | | |
| | Contract: | (TITLE OF CC | - | | | | | | | |
| | Reference No. | | 100-10_01 | 0-10_01 Tract reference no.) | | | | | | |
| | | (OWNER S C | UNITACI REFERENCE | | | | | | | |
| 1.0 | Introduction | 1.1 | | ctions apply to and govern the preparation of tenders for t. The <i>Contract</i> is generally for the following work: | | | | | | |
| | | | The District's | he District's 2018 road rehabilitation program involving milling, | | | | | | |
| | | | base repair, | paving, and shouldering. | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | (BRIEF DESCRIPTION OF THE WORK) | | | | | | | |
| | | 1.2 | Direct all inquiries regarding the <i>Contract</i> , to: Brian Derrick, Engineering Technologist | | | | | | | |
| | | | | | | | | | | |
| | | | (NAME AND POSITI | ON OF INDIVIDUAL WHO WILL ANSWER INQUIRIS) | | | | | | |
| | | | Address: | 2205 Otter Point Road | | | | | | |
| | | | | Sooke, BC V9Z1J2 | | | | | | |
| | | | | 250 642 - 1634 | | | | | | |
| | | | Phone: | | | | | | | |
| | | | Fax: | | | | | | | |
| 2.0 | Tender Documents | 2.1 | tender cons entitled "Sch to the Agree The <i>Contra</i> | documents which a tenderer should review to prepare a ist of all of the <i>Contract Documents</i> listed in Schedule 1 nedule of Contract Documents". Schedule 1 is attached ement which is included as part of the tender package. <i>ct Documents</i> include the drawings listed in Schedule 2 | | | | | | |
| | | | to the Agree | ement, entitled "List of Contract Drawings". | | | | | | |

| Unit | | IT – PART I |
|----------|----------------------------------|-------------|
| PRICE | | IT - 2 |
| CONTRACT | INSTRUCTIONS TO TENDERERS PART I | 2009 |

- 2.2 Portions 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 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:

Reception

(TITLE OF POSITION) on or before: : 00 3 р m local time Tender Closing Time: April 12 20 18 Tender Closing Date: at 2205 Otter Point Road Address: Sooke, BC V9Z1J2 N/A Fax:

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

| Unit Price | | | IT – PART I IT - 3 |
|---------------|--|-----|--|
| CONTR | RACT | | INSTRUCTIONS TO TENDERERS PART I 2009 |
| | | | |
| 4.0 | Additional Instructions to Tenderers | 4.1 | Note that the Master Municipal Construction Document (this contract is based on the Platinum Edition) must be purchased separately. |
| | | 4.2 | 12.1 Amendment of Tenders Change "hand, mail or fax" to "hand". |
| | | 4.3 | 15.14 Award Add the following to the end of 15.1: "The lowest or any tender will not necessarily be accepted; any tender which is incomplete, obscure, or irregular may be rejected, any tender having erasures or corrections in the Form of Tender: Appendix 1, Schedule of Quantities and & Prices may be rejected, any tender accompanied by an insufficient bond may be rejected, any tender that has any deletions, alterations or changes in the <i>Contract</i> <i>Documents</i> as listed in Schedule 1 and 2 of the Agreement may be rejected" |
| | | | Basis of Contract Award & Acceptance |
| | | | In reviewing tenders and awarding the <i>Contract</i> for this project the <i>Owner</i> may consider not only the tendered prices but the overall value that the tender prices represents to the <i>Owner</i> based on quality, service, and price, and the tenderer's experience and qualifications considered essential by the <i>Owner</i> for the satisfactory completion of this type and size of project, including: |
| | | | a) Bonding Capability; b) Financial capability; c) Previous completed projects of this type and/or size; d) Major projects now being undertaken by the tenderer; e) Key office and site personnel to be assigned by the tenderer to this project; f) Time for completion of the work; g) The past experience of the <i>Owner</i> and/or other project owners with respect to the tenderer's performance in completing projects in a timely, efficient and satisfactory manner, the tenderers methods of doing business and the tenderers ability to establish and maintain a good working relationship with a project owner. |
| | | | The <i>Owner</i> may reject without further consideration, any tender which, in its opinion, does not meet the criteria it considers essential for this project. |
| | | 4.3 | 15.2 Replace 15.2 with the following clause: "The Owner may negotiate with one or more tenderers including with respect tendered prices and changes to the Contract Documents, including the scope of the work". |

| UNIT PRICE CONTRACT | | INSTRUCTIONS TO TENDERERS PART I | IT – PART IT - 2 2009 |
|---------------------------|-----|---|--|
| | 4.4 | 17.1 Optional Work Change "Optional work as defined in GC1.41", to "Optiona defined in GC 1.48" | l Work as |
| | 4.5 | Add IT 18 entitled "No Tenderer Claims" as follows: | |
| | | 18.1 No Tenderer Claims The liability of the Owner for any costs, expenses, loss or of incurred, sustained or suffered by any Tenderer by reason acceptance or the non-acceptance by the Owner of any Te tender or arising in any way from this tender process (inclu- arising from any breach or breaches by the Owner of any of formed between the Owner and a Tenderer upon the subm tender) shall be limited to \$1000. | of the enderer's iding where contract |

4.6 Contractor is to familiarize himself/herself with IT Part II – Section 10.0.

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: | | District of Sooke |
|--------------------------------|-----|---|
| Contract: | - | (NAME OF OWNER) 2018 Road Improvement Program |
| Reference No. | - | (TITLE OF CONTRACT) 2018_5400-10_01 (OWNER'S CONTRACT REFERENCE NO.) |
| To Owner: | | |
| WE, THE UNDERSIGNED: | 1.1 | have received and carefully reviewed all of the <i>Contract Documents</i> , 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 <i>Place of the Work</i> , and the <i>Work</i> 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 <i>Work</i> and to provide all the labour, equipment and material all as set out in the <i>Contract Documents</i> , in strict compliance with the <i>Contract Documents</i> ; and |
| | 2.2 | to achieve Substantial Performance of the Work on or before <u>September 30, 2018</u> ; and (WORK DURATION OR DATE) |
| | 2.3 | to do the <i>Work</i> for the price, which is the sum of the products of the actual quantities incorporated into the <i>Work</i> and the appropriate unit prices set out in Appendix 1, the " <i>Schedule of</i> <i>Quantities and Prices</i> ", plus any lump sums or specific prices and adjustment amounts as provided by the <i>Contract Documents</i> . For the purposes of tender comparison, our offer is to complete the <i>Work</i> for the " <i>Tender Price</i> " as set out on Appendix 1 of this Form of Tender. Our <i>Tender Price</i> is based on the estimated quantities listed in the <i>Schedule of Quantities and Prices</i> , and excludes <i>GST</i> . |
| WE CONFIRM: | 3.1 | that we understand and agree that the quantities as listed in the <i>Schedule of Quantities and Prices</i> are estimated, and that the actual quantities will vary. |

| Unit Price Contract | | Form of T | ENDER | Form of Tende Page 2 of 200 |
|---------------------------|-----|---|--|---|
| WE CONFIRM: | 4.1 | that the following a tender: | ppendices are attached to and | form a part of this |
| | | | dices as required by parag s to Tenderers – Part II; and | raph 5.3 of the |
| | | | <i>ecurity</i> as required by parag to Tenderers – Part II. | graph 5.2 of the |
| WE AGREE: | 5.1 | <i>Owner</i> for a perior following the <i>Tenc</i> another tenderer is | I be irrevocable and open for a od of <u>40</u> calendar da <i>ler Closing Date and Time</i> , even accepted by the <i>Owner</i> . If wit written notice (" <i>Notice of Awa</i> tender we will: | ays from the day en if the tender of hin this period the |
| | | 5.1.1 within 15 deliver to th | Days of receipt of the written ne Owner. | Notice of Award |
| | | Pay Cor Wo the to c prov | erformance Bond and a Labour ment Bond, each in the amoun stract Price, covering the perform k including the Contractor's ob Maintenance Period, issued by arry on the business of suretyst vince of British Columbia, and in eptable to the Owner; | t of 50% of the mance of the bligations during a surety licensed hip in the |
| | | | aseline Construction Schedule, 4.6.1; | as provided by |
| | | | learance letter" indicating that ksafe BC compliance; and | the tenderer is in |
| | | 24 | opy of the insurance policies a ndicating that all such insuran e and; | • |
| | | such longe | ays of receipt of written " <i>Notic</i> er time as may be otherwise <i>roceed</i> , commence the <i>Work</i> ; a | specified in the |
| | | 5.1.3 sign the Co | ntract Documents as required l | oy GC 2.1.2. |
| WE AGREE: | 6.1 | | e written <i>Notice of Award</i> of t aph 5 of this Form of Tender, w | |
| | | | use to deliver the documents 5.1.1 of this Form of Tender; or | |

| Unit | | Form of Tender |
|-------------------|-----------------------|---|
| PRICE | | PAGE 3 OF 3 |
| Contract | | FORM OF TENDER2009 |
| | 6.1.2 | fail or refuse to commence the <i>Work</i> as required by the <i>Notice to Proceed</i> , |
| | | then such failure or refusal will be deemed to be a refusal by us to enter into the <i>Contract</i> and the <i>Owner</i> may, on written notice to us, award the <i>Contract</i> to another party. We further agree that, as full compensation on account of damages suffered by the <i>Owner</i> because of such failure or refusal, the <i>Bid Security</i> shall be forfeited to the <i>Owner</i> , in an amount equal to the lesser of: |
| | 6.1.3 | the face value of the <i>Bid Security</i> ; and |
| | 6.1.4 | the amount by which our <i>Tender Price</i> is less than the amount for which the <i>Owner</i> contracts with another party to perform the <i>Work</i> . |
| OUR ADDRESS IS AS | | |
| FOLLOWS: | | |
| | | |
| | Phon Fax: Atten | |
| | | |
| | | ender is executed this, 20 |
| | Contra | actor: |
| | (FULL L | EGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL) |
| | (AUTHO | RIZED SIGNATORY) |
| | (AUTHO | RIZED SIGNATORY) |

Schedule of Quantities and Prices MMCD Standard Specifications

2018 ROAD IMPROVEMENT PROGRAM APPENDIX 1

| | | | | Su | ub Total | |
|------------|-----------------|--|------------------|----------|------------|--------|
| Section | Para | Specification Title | Unit | Quantity | Unit Price | Amount |
| 01 55 00 | | Traffic Control, Vehicle Access and Parking | | | | |
| | 1.5.1 | Traffic Control, Vehicle Access and Parking | Lump Sum | 1 | / | |
| 31 22 16 | | Reshaping Granular Roadbed | | | | |
| | 1.4.1 | Reshaping Existing Shoulders in Sectional Base Repair areas | Square Metre | 170 | | |
| | 1.4.5 | Sectional Base Repair | Square Metre | 520 | | |
| 32 01 11 | | Pavement Surface Cleaning and Remove Pavement Marking | | | | |
| | 1.2.1 | Pavement Cleaning | Square Metre | 13500 | | |
| | 1.2.3 | Remove Pavement Markings | Lump Sum | 1 | / | |
| 32 01 16.7 | | Cold Milling | | | | |
| | 1.5.1 | Cold Milling to maximum 75mm thickness, including disposal | Square Metre | 0 | | |
| 32 11 23 | | Granular Base | | | | |
| | 1.4.5 | Shouldering | Tonne | 600 | | |
| 32 12 13.1 | | Asphalt Tack Coat | | | | |
| | 1.5.1 | Asphalt Tack Coat | Square Metres | 13500 | | |
| 32 12 16 | | Hot-Mix Asphalt Concrete Paving | | | | |
| | 1.5.1, 1.5.2 | Asphalt Pavement Upper Course # 1 50mm Overlay | Tonne | 1600 | | |
| | 1.5.1, 1.5.2 | Asphalt Pavement Upper Course # 1 80mm layer (two 40mm lifts) | Tonne | 45 | | |
| | 1.5.1 | Asphalt Levelling Course MMCD Fine Mix | Tonne | 20 | | |
| | 1.5.9 | Asphalt Water-Control Curb (Mountable) | Lineal Metres | 200 | | |

APPENDIX 2 – PRELIMINARY CONSTRUCTION SCHEDULE

2018 Road Improvement Program

(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:___

| ACTIVITY | CONSTRUCTION SCHEDULE | | | | | | | | | |
|----------|-----------------------|---|---|---|---|---|---|---|---|----|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| | | | | | | | | | | |
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| CONTRACT | APPENDIX 3 – EXPERIENCE OF SUPERINTENDENT | 2009 |
|---------------------|---|------|
| | 2018 Road Improvement Program | |
| | (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: | | |
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| | | |
| References: | | |
| | | |
| Dates: | | |
| Proiect Name: | | |
| Responsibility: | | |
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| References: | | |
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| Tenderer's Initials | | |

APPENDIX 3

PAGE 1 OF 1

Unit

PRICE

APPENDIX 4 – COMPARABLE WORK EXPERIENCE

2018 Road Improvement Program

(TITLE OF CONTRACT)

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

| | OWNER / CONTACT NAME | WORK | |
|---------|-----------------------------|-------------|------------|
| PROJECT | PHONE and EMAIL | DESCRIPTION | VALUE (\$) |
| | Owner / Contract | _ | |
| | Phone (Email | - | |
| | Owner / Contract | _ | |
| | Phone () Email | _ | |
| | Owner / Contract | - | |
| | Phone () Email | | |
| | Owner / Contract | - | |
| | Phone () Email | | |
| | Owner / Contract | - | |
| | Phone () Email | _ | |
| | Owner / Contract | - | |
| | Phone () Email | _ | |
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| | Owner / Contract | - | |
| | Phone () Email | _ | |
| | Owner / Contract | - | |
| | Phone () Email | - | |
| | Owner / Contract | - | |
| | Phone () Email | | |
| | Owner / Contract | - | |
| | Phone (Email | | |

APPENDIX 5 - SUBCONTRACTORS

2018 Road Improvement Program

(TITLE OF CONTRACT)

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

| TENDER ITEM | TRADE | SUBCONTRACTOR NAME | PHONE NUMBER |
|-------------|-------|--------------------|--------------|
| | | | |
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FORM OF AGREEMENT

(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____.

Contract:

Reference No.

2018 Road Improvement Program

(TITLE OF CONTRACT) 2018_5400-10_01 (OWNER'S CONTRACT REFERENCE NO.)

BETWEEN:

The District of Sooke

(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 1.1 Start / Completion Dates

- 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 <u>Notice to Proceed</u>. The *Contractor* will proceed with the *Work* diligently, will perform the *Work* generally in accordance with the construction schedules as required by the <u>Contract Documents</u> and will achieve <u>Substantial Performance</u> of the *Work* on or before <u>September 30, 2018</u> subject to

the provisions of the <u>Contract Documents</u> for adjustments to the <u>Contract Time</u>.

| Unit Price Contract | | | Form of Agreement Page 2 of (Form of Agreement 2009 |
|---------------------------|-----------------------|-----|---|
| | | 1.3 | Time shall be of the essence of the Contract. |
| Article 2 | Contract Documents | 2.1 | The " <u>Contract Documents</u> " consist of the documents listed or referred to in <u>Schedule 1</u> , entitled "Schedule of <u>Contract Documents</u> ", 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 <u>Contract Documents</u> . All of the <u>Contract Documents</u> shall constitute the entire <i>Contract</i> between the <i>Owner</i> and the <i>Contractor</i> . |
| | | 2.2 | The <i>Contract</i> supersedes all prior negotiations, representations or agreements, whether written or oral, and the <i>Contract</i> may be amended only in strict accordance with the provisions of the <i>Contract Documents</i> . |
| Article 3 | Contract Price | 3.1 | The price for the <i>Work</i> (" <u>Contract Price</u> ") 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 <u>Schedule of Quantities and Prices</u> which are incorporated into or made necessary by the Work and the unit prices listed in the <u>Schedule of Quantities and Prices</u> ; plus |
| | | | 1.1.2 all lump sums, if any, as listed in the <u>Schedule of Quantities and</u> <u>Prices</u> , 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 <u>Extra Work</u> , approved in accordance with the provisions of the <u>Contract Documents</u> . |
| | | 3.2 | The <u>Contract Price</u> 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 <u>Contrac</u> <u>Documents</u> , the Owner shall make payments to the Contractor. |
| | | 4.2 | If the <i>Owner</i> fails to make payments to the <i>Contractor</i> as they become due in accordance with the terms of the <u>Contractor</u> <u>Documents</u> 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. |

| Unit Price | | | Form of Agreement Page 3 of 6 |
|----------------------------------|--------------|---|---|
| CONTRACT | | Form | OF AGREEMENT 2009 |
| Article 5 Rights and Remedies | d 5.1 | and the rig | and obligations imposed by the <u>Contract Documents</u> hts and remedies available thereunder shall be in and not a limitation of any duties, obligations, rights and herwise imposed or available by law. |
| | 5.2 | or failure to shall constine afforded und | pecifically set out in the <u>Contract Documents</u> , no action act by the Owner, <u>Contract Administrator</u> or Contractor tute a waiver of any of the parties' rights or duties der the Contract, nor shall any such action or failure to e an approval of or acquiescence in any breach under |
| Article 6 Notices | 6.1 | the Contract Documents, | tions among the <i>Owner</i> , the <u>Contract Administrator</u> and tor, including all written notices required by the <u>Contract</u> may be delivered by hand, or by pre-paid registered ddresses as set out below: |
| | The O | wner. | |
| | | 2205 Otter F | Point Road |
| | | Sooke, BC | V9Z1J2 |
| | | | |
| | | Fax: | N/A |
| | | Attention: | Brian Derrick |
| | The C | ontractor. | |
| | | | |
| | | | |
| | | | |
| | | Fax: | |
| | | Attention: | |
| | The <u>C</u> | ontract Admin | |
| | | 2205 Otter F Sooke, BC | V9Z1J2 |
| | | SUUKE, DC | V9Z13Z |
| | | | N/A |
| | | Fax: Attention: | Brian Derrick |
| | 6.2 | A communi | cation or notice that is addressed as above shall be to have been received |
| | | | diately upon delivery, if delivered by hand; or |

| Unit Price | | | Form of Agreement Page 4 of 6 |
|-------------------|--------|--|--|
| CONTRACT | | FORM OF AGREEMENT | 2009 |
| | | 1.1.5 after 5 <i>Day</i> s from date of posting if sent by regi | stered mail. |
| | 6.3 | The <i>Owner</i> or the <i>Contractor</i> may, at any time, c for notice by giving written notice to the other at applicable. Similarly if the <u>Contract Administr</u> address for notice then the <i>Owner</i> will give or c written notice to the <i>Contractor</i> . | the address then ator changes its |
| Article 7 General | 7.1 | This <i>Contract</i> shall be construed according to the Columbia. | he laws of British |
| | 7.2 | The Contractor shall not, without the express write Owner, assign this Contract, or any portion of this | |
| | 7.3 | The headings included in the <u>Contract Do</u> convenience only and do not form part of this Co be used to interpret, define or limit the scope Contract or any of the provisions of the <u>Contract D</u> | <i>ntract</i> and will not or intent of this |
| | 7.4 | A word in the <u>Contract Documents</u> in the sing plural and, in each case, vice versa. | jular includes the |
| | 7.5 | This agreement shall ensure to the benefit of and the parties and their successors, executors, a assigns. | • |
| | | NESS WHEREOF the parties hereto have execute and year first written above. | ed this Agreement |
| | Contra | ctor. | |
| | | (FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL | L) |
| | | (AUTHORIZED SIGNATORY) | |
| | | (AUTHORIZED SIGNATORY) | |
| | Owner | | |
| | | (FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL | L) |
| | | (AUTHORIZED SIGNATORY) | |
| | | (AUTHORIZED SIGNATORY) | |
| | | | |

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

- Schedule 1
 Schedule of Contract Documents

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

 NOTE:
 The documents noted with "*" are contained in the "<u>Master Municipal Construction Documents General Conditions, Specifications and Standard Detail Drawings</u>", edition dated 20_____. All sections of this publication are included in the <u>Contract Documents</u>.

 8.1
 Agreement, including all Schedules;

 8.2
 Supplementary General Conditions (if any, insert title and edition date);
 - 8.3 General Conditions*;
 - 8.4 Supplementary Specifications (if any, insert title and edition date);
 - 8.5 Specifications*;
 - 8.6 Supplementary Standard Detail <u>Drawings</u> (if any, insert title and edition date);
 - 8.7 Standard Detail <u>Drawings</u>*;
 - 8.8 Executed Form of Tender, including all Appendices;
 - 8.9 <u>Contract Drawings</u> listed in <u>Schedule 2</u> to <u>the Agreement</u> –"List of <u>Contract Drawings</u>";
 - 8.10 Instructions To Tenderers Part I;
 - 8.11 Instructions to Tenderers Part II*;
 - 8.12 The following Addenda:

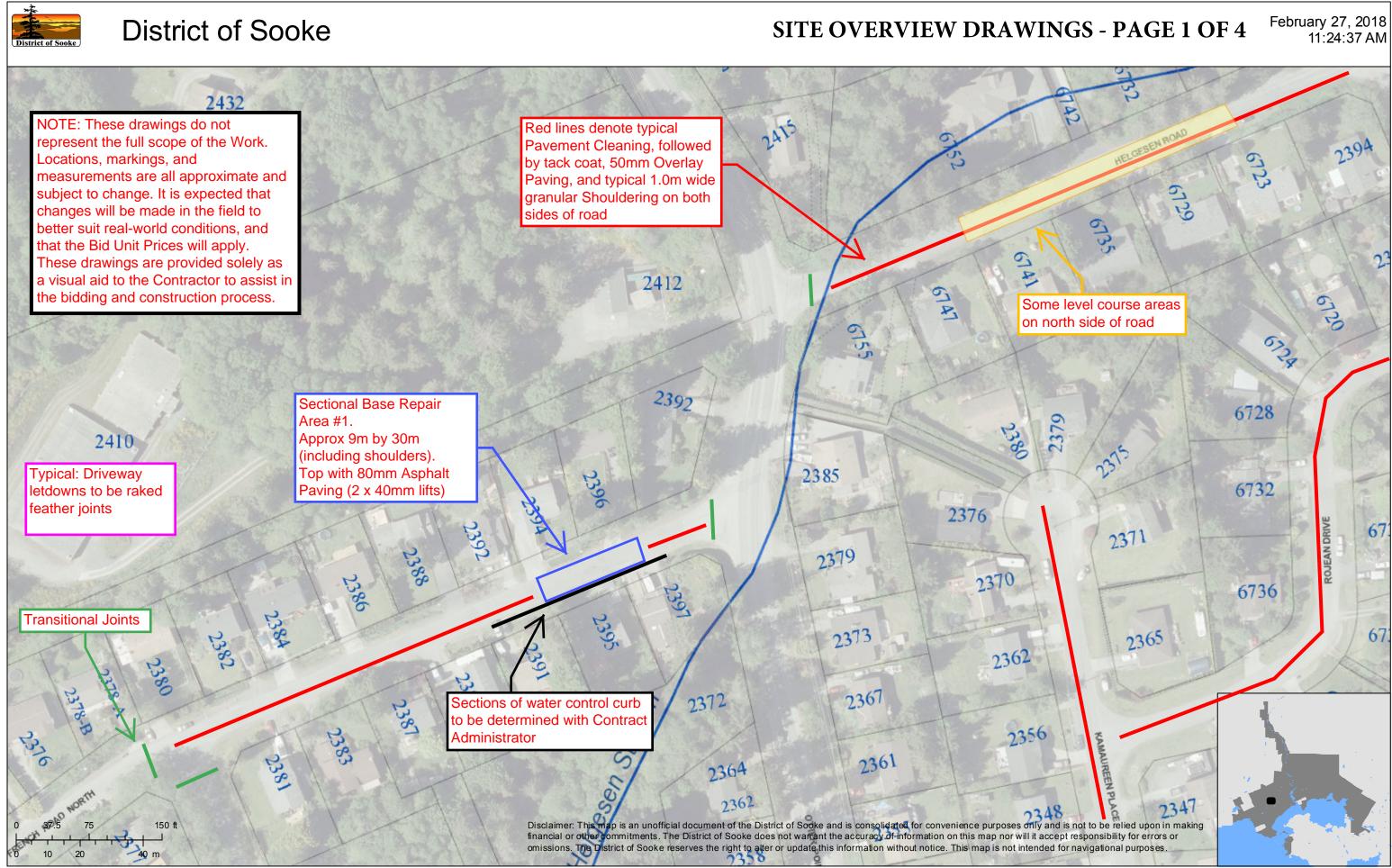
(ADDENDA, IF ANY)

(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.)

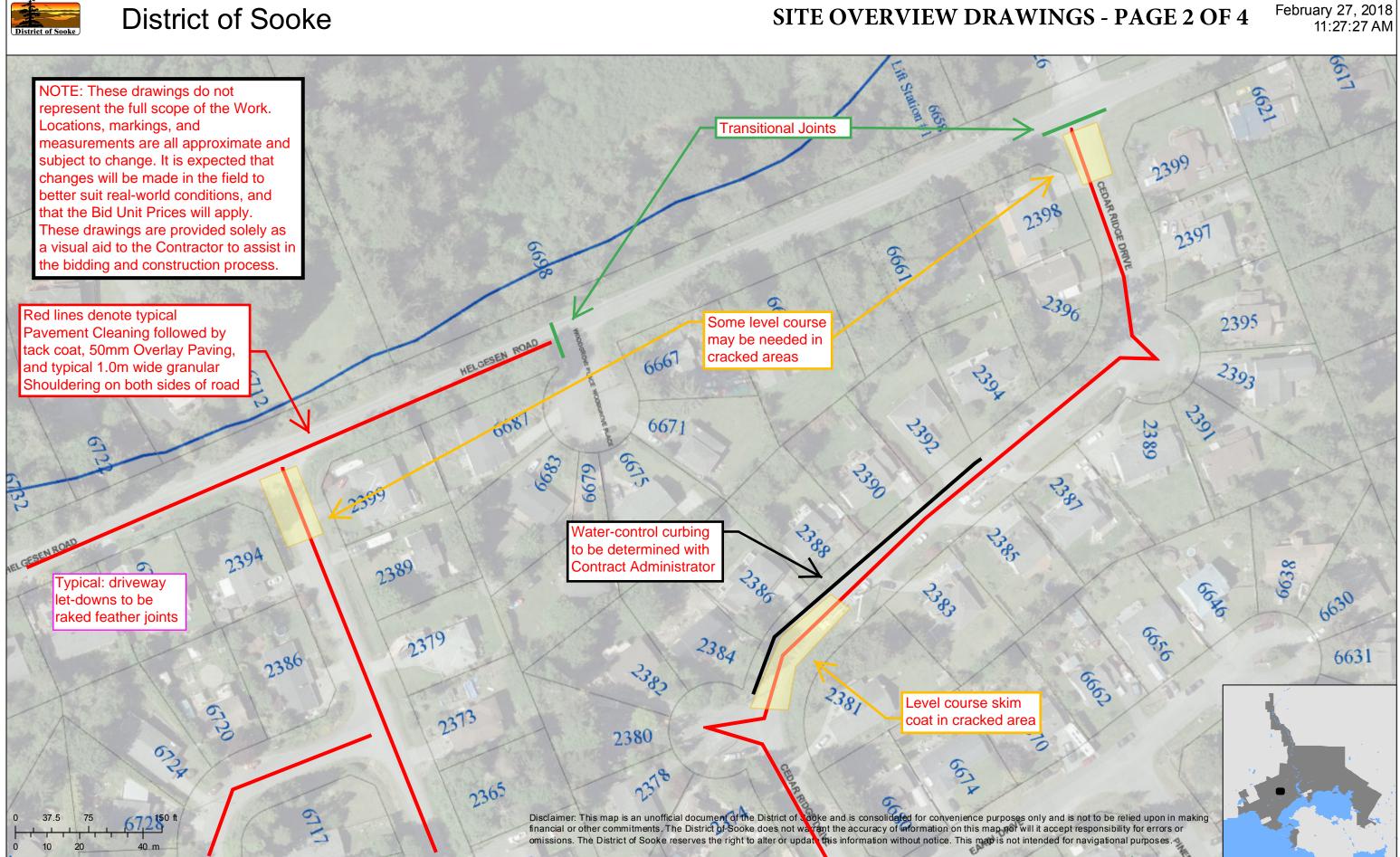
| Schedule 2 | List of |
|------------|----------|
| | Contract |
| | Drawings |

| TITLE | DRAWING NO. | DATE | REVISION NO. | REVISION DATE |
|-------|-------------|------|---------------------|----------------------|
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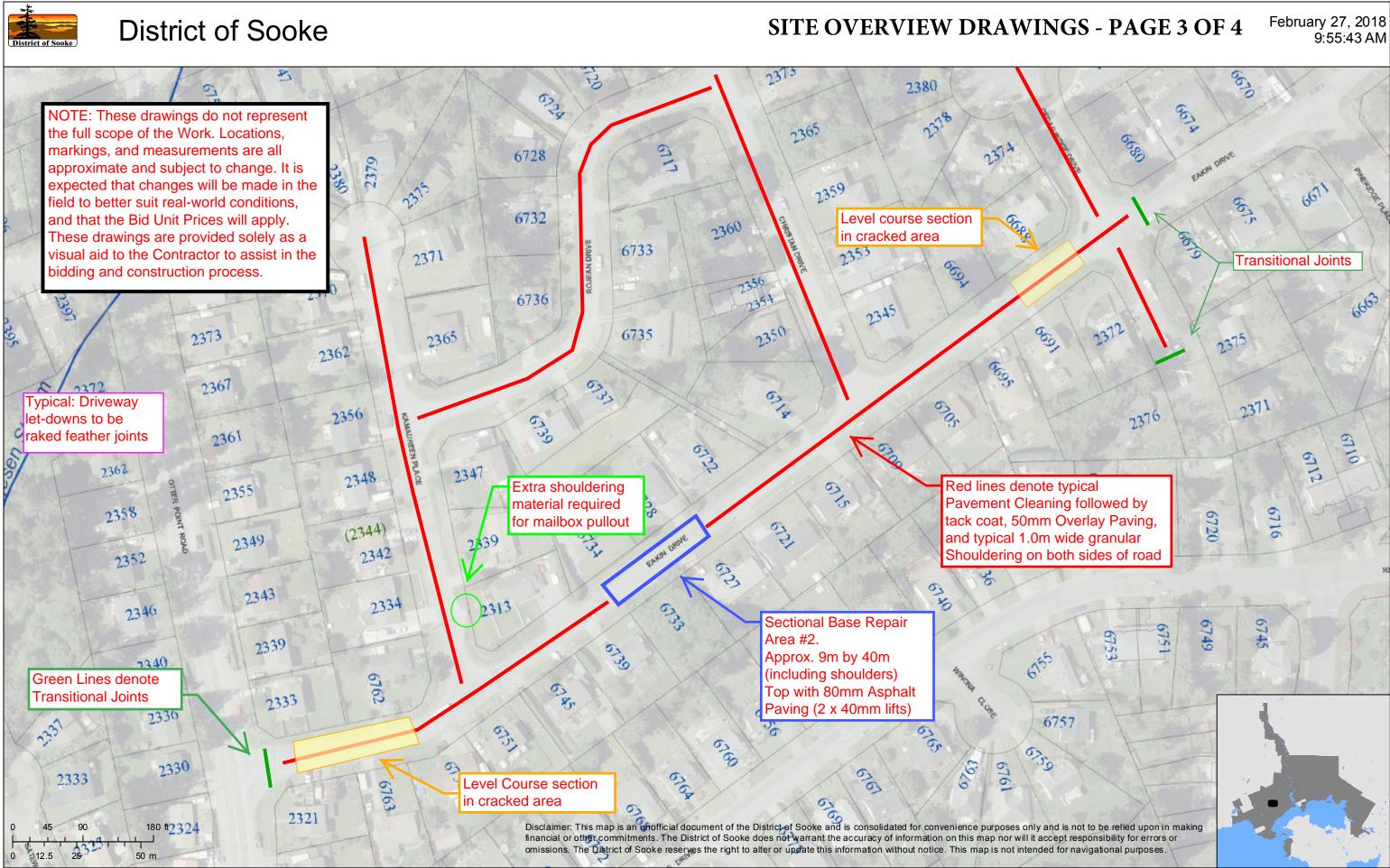




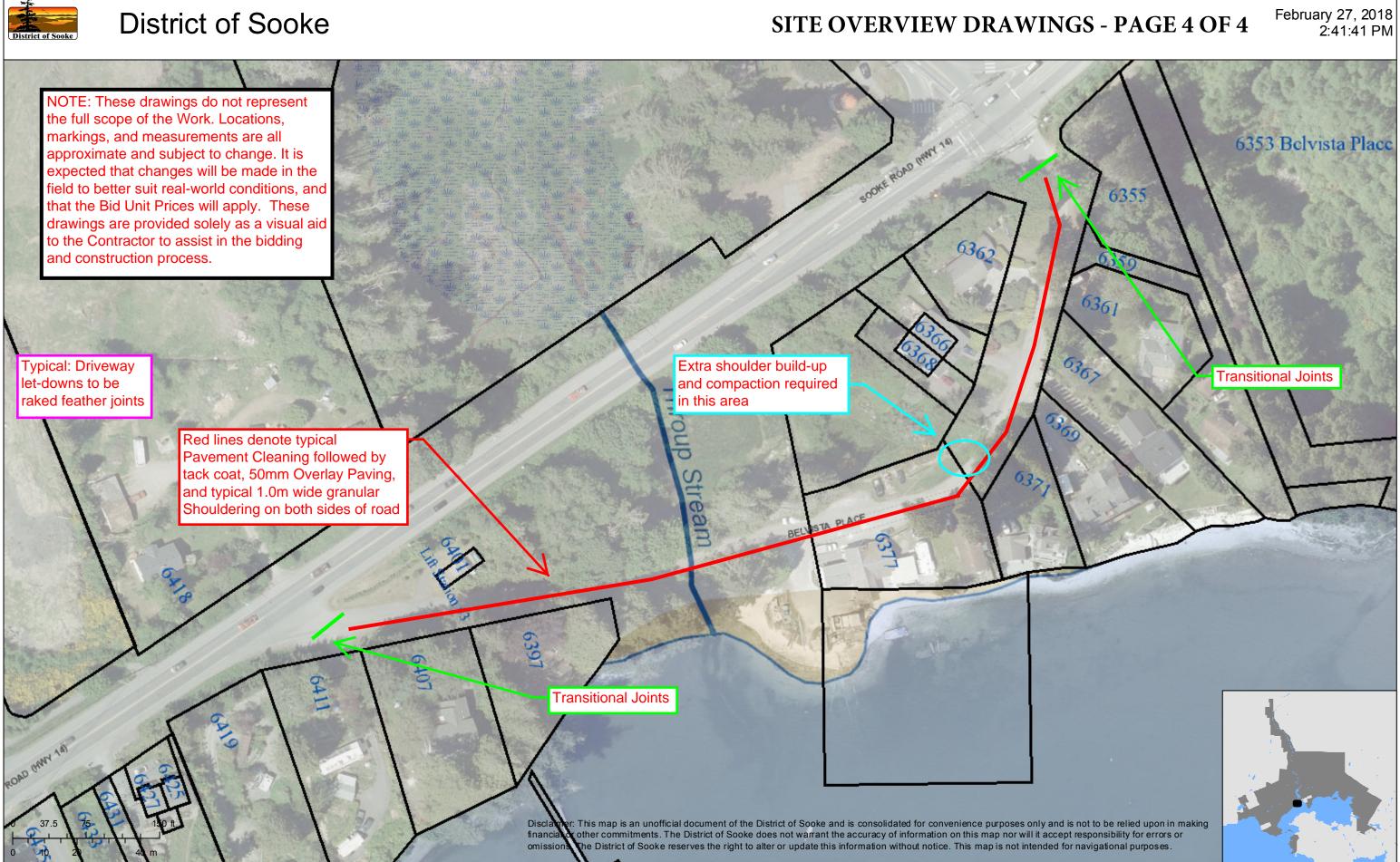












SUPPLEMENTARY GENERAL CONDITIONS

2009

The following Supplementary General Conditions included in this section of the Contract Documents are modifications or additions to the General Conditions in the Master Municipal Construction Document Volume II (Platinum Edition):

Concordance

And Index* Add: Gold Edition Specification 02100 is now in the User Guide at Section 2 – 4.2.4.4

SGC 1.30*

Delete GC 1.30.1 "Deleted Items"

SGC 2.2.4(i)* INTERPRETATION

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

(i) Standard Detail Drawings

SGC 3.4.5* **INSPECTION AND SITE INSPECTOR**

Delete GC 3.4.5 and replace with the following:

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

SGC 4.6.2* **CONSTRUCTION SCHEDULE**

Delete GC 4.6.2 and replace with the following:

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

SGC 4.6.6* **CONSTRUCTION SCHEDULE**

Delete GC 4.6.6 and replace with the following:

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

Note: *Indicates amendment recommended by MMCD Board

| | | SUPPLEMENTARY GENERAL |
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Owner to issue the *Notice to Proceed* within the 10 *Days* shall entitle the *Contractor* to a claim for delay under GC 13.1.1.

SGC 4.6.8 CONSTRUCTION SCHEDULE

Add 4.6.8 as follows:

- .8 In preparing and updating the Baseline Construction Schedule and in performing and prosecuting the Work, the *Contractor* shall adhere to the following project scheduling considerations and constraints:
 - 1. The days of *Work* shall be limited to Monday to Saturday. No Work shall be permitted on a Sunday or a Statutory Holiday. The hours of *Work* shall be limited to 7:00 am to 6:00.pm.
 - 2. Rock blasting, if required, shall be permitted between the hours of 9:00 am and 4:00 pm, Monday to Friday. Rock hammering, if required, shall be permitted between the hours of 7:30 am and 5:30 pm, Monday to Friday.
 - 3. The *Contractor* shall maintain single lane traffic at all times during the performance of the Work.

SGC 4.8.2 WORKERS

Add 4.8.2 as follows:

.2 The Contractor, Superintendent, employees and Subcontractors must treat all residents, District of Sooke staff and their representatives with respect, dignity, and provide a work environment that is free from any form of violence, discrimination or harassment, as defined in the District of Sooke's Anti-Bullying and Harassment Policy, located on the District of Sooke website and the Contractor shall, promptly following written direction from the Contract Administrator, permanently remove from the *Place of Work* any person who, in the opinion of the Contract Administrator, has failed to comply with the foregoing.

SGC 7.1.3* CHANGES

Delete GC 7.1.3 and replace with the following:

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

SGC 9.4 QUANTITY VARIATIONS

Delete GC 9.4 and replace with the following:

.4 The quantities indicated in the Form of Tender - Appendix 1, Schedule of Quantities

Note: *Indicates amendment recommended by MMCD Board

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and Prices for unit price items are estimates only and under no circumstances shall the unit price for such an item be revised or otherwise adjusted where the actual quantity of the item varies for any reason for such estimated amount.

SGC 12.2.2* DISCOVERY OF HAZARDOUS MATERIALS

Delete GC 12.2.2 and replace with the following:

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

SGC 21.2.1 CONTRACTOR IS "PRIME CONTRACTOR"

Delete GC 21.2.1 and replace with the following:

.1 Commencing on the effective date of the *Notice to Proceed* and until such time as the Contractor has achieved *Total Performance*, as part of the *Work* the *Contractor* shall be the "prime contractor" as defined in the *Workers Compensation Act* and accordingly shall comply with all resulting- requirements and obligations including coordination of the health and safety activities of all employers at the *Place of the Work*, and complying with the obligations of a "prime contractor" for a multi-employer workplace as prescribed by the applicable regulations. For certainty, except for that period during which the *Contractor* is the "prime contractor" pursuant to this section 21.2.1, the *Owner* or appointed third party shall be the "prime contractor" responsible for safety at the *Place of the Work*.

SUPPLEMENTARY SPECIFICATIONS

MMCD Supplemental Update 2016-11-18 is to be added in full to the Supplementary Specifications and will be included in the Form of Agreement.

Reference Section 31 22 16 Reshaping Granular Roadbeds

1.1 Related Work

Add Clause 1.1.5

.5 Cold Milling

Add Clause 1.1.6

.6 Hot-Mix Asphalt Concrete Paving Section 32 12 16

1.4 Measurement and Payment

Add Clause 1.4.5

- .5 Payment for Sectional Base Repair includes:
 - .1 Removal and disposal of the existing paved surface down to base aggregates. Removal can be achieved by cold-milling, or by saw-cutting and excavating at the discretion of the contractor.

Section 32 01 16.7

- .2 Removal and disposal of the of the top 150mm of existing base aggregates.
- .3 Supply, grading and compaction of Granular Base (gradation as per <u>Section 31 05 17</u>, Clause 2.10.1) to a finished layer thickness of 150mm.

Sectional Base Repair, as estimated in the Schedule of Quantities, accounts only for the approximate areas identified in the Contract Drawings. Additional areas proposed by the *Owner* for Deep Base Repair will fall under the distinction of "Extra Work" as defined in Clause 8.0 of the General Conditions.

Add Clause 1.4.6

.6 Payment for Shouldering will be at the Unit Price bid per tonne specified in the Schedule of Quantities. The Unit Price shall be full compensation for supplying, hauling, placing, moisture adjustment, and compaction of the aggregate to the required grades and crossfall.

1.4 Measurement and Payment

Add Clause 1.4.5

.5 Payment for Shouldering will be at the Unit Price bid per tonne specified in the Schedule of Quantities. The Unit Price shall be full compensation for supplying, hauling, placing, moisture adjustment, and compaction of the aggregate to the required grades and crossfall.

2.1 Granular Base

Add Clause 2.1.2

.2 Material for Shouldering to be 19mm crushed gravel as per <u>Section 31 05 17</u>.

3.2 Placing

Add Clause 3.2.7

.7 An approved shouldering machine shall be used for placement of shouldering aggregate. Drainage courses shall not be impeded by this operation. Shouldering aggregate is also required around accesses and intersections that are paved under this Contract. Gravel accesses will require shouldering aggregate to provide a smooth and suitable transition from gravel to pavement.

Reference Section 32 12 13.1S Asphalt Tack Coat

3.2 Application

Add to Clause 3.2.3

Asphalt tack coat to be applied using a truck mounted spray bar unless otherwise approved by the *Contract Administrator* and the City. Contractor shall demonstrate, to the *Contract Administrator* and the City, prior to application that all spray nozzles are operational and providing a consistent application. Reference Section 32 12 16

Hot-Mix Asphalt Concrete Paving

1.1 Related Work

Add Clause 1.1.8

| .8 | Manholes and Catchbasins | Section 33 44 01 |
|----|--------------------------|--------------------|
| .9 | Cold Milling | Section 32 01 16.7 |

1.5 Measurement and Payment

Add to Clause 1.5.1

.1 Payment for asphaltic concrete paving includes all work and equipment required to mill, apply tack coat, pave and compact Transitional Joints as described in <u>Section 32 12 16</u> Clause 3.7.7. This includes removal and disposal of all millings.

Add Clause 1.5.9

.9 Payment for Asphalt Water-Control Curb (Mountable) includes all work and equipment necessary to apply tack coat and install asphalt water-control curbing as described in <u>Section 32 12 16</u> Clause 3.9.6 of the Supplementary Specifications.

2.1 Materials

Add Clause 2.1.2.1

2.1 Usage of recycled asphalt shingles will not be permitted.

Add Clause 2.1.2.2

2.2 Usage of softening agents, rejuvenators, or recycling agents will not be permitted.

2.2 Mix Design

Delete Clause 2.2.2 and replace with the following

2.2.2 Mix may contain up to a maximum of 15 % by mass of RAP for Upper Course Asphalt and 20% by mass of RAP for Lower Course Asphalt without a special mix design. The *Contract Administrator* and the District may approve higher proportion of RAP if *Contractor* demonstrates ability to produce mix meeting requirements of the specification.

Delete Clause 2.2.3.2 Marshal Stability Specification and replace with the following

2.2.3.2 Marshall Stability at 60 degrees Celsius for both lower and upper courses to be 10kN minimum.

| Unit | |
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3.3 Preparation

Delete Clause 3.3.3 and replace with the following

3.3.3 The Contractor is responsible for adjusting all utility manhole frames and valve boxes, belonging to the District and/or other agencies that are affected by the road works. All adjustments to utilities must be completed to the satisfaction of the utility owner. Utility adjustments within the paved surface will be considered incidental to the *Work* unless otherwise noted in the *Contract Documents*.

The *Contractor* should note that certain utility owners may decide to complete their own adjustments. The *Contractor* will be required to cooperate with any utility company providing their own adjustments.

The *Contractor* shall be responsible to contact the appropriate utility company within minimum of seventy two (72) hours of the work. No adjustment shall be made without the written approval of the utility company.

<u>All manholes must be vertically adjusted a minimum of twenty four (24) hours</u> <u>prior to paving.</u> The use of riser rings for adjusting manhole frames and value boxes will be permitted, so long as the riser rings are parged inside and out with cement mortar, as per District of Sooke Bylaw No. 404, DWG No. SDD-SS04.

3.5 Placing

Add Clause 3.5.7

.7 Standard cross-slopes on road tangents are to be 2.5% with a centerline crown, unless authorized by the *Contract Administrator*. On curves, asphalt overlays shall be placed according to the existing super-elevation.

3.7 Joints

Delete Clause 3.7.5 and replace with the following

.5 All joints between new asphalt surfaces shall be butt joints.

Add Clause 3.7.7

- .7 Transitional Joints:
 - .1 Transitional milling will be required at all joints where the new asphalt overlay transitions into the lower existing pavement surface. Cold mill the existing pavement on a taper to a depth of 40mm at the furthest extent of milling. When paving, overlap the new asphalt layer into the taper to form a flush joint with the edge of the existing, un-milled

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asphalt surface. New pavement will retain a minimum thickness of 40mm through the extent of the overlap.

.2 Transitional Joints shall taper over a minimum distance of 4m to avoid leaving a harsh transition.

3.9 Sidewalks, Driveways And Curbs

Add Clause 3.9.6

.6 Water-Control Curb is to be installed where specified by the *Contract Administrator.* The Contractor may hand-place or machine-place the water control curb, provided the curbing is minimum 50mm tall, and has a rounded, profile that can be driven over easily with a standard car.

REFERENCE MATERIAL

Provided for reference only and is not included in the Schedule of Contract Documents In the Form of Agreement

CORE THICKNESSES - REPORT



PLAN Contracting Ltd. 778-425-0700 sean@plancontracting.ca

Asphalt Thickness Field Report

| Client: | and the second | |
|-------------------|--|--|
| Project Location: | | |
| Date: | , | |

| Client Representative: | | |
|------------------------|--|--|
| PO Number: | | |
| Job Number: | | |
| | | |

| 1 | D # | Location | Core Depth (cm) | General Notes |
|---|--------------------|-----------------------|-----------------|---------------------|
| | | French RS | 2 inc | Road base |
| 0 | | French RI 2397 | 22 inch | Sandy Pock RB |
| | 3 | Helgesin 6747 | 3 inch | Sand |
| Ľ | t | Helgesen | Sinch | hoad pase |
| E | D. | Cedas ridge 23 96 | 2 inch | Road base |
| | $\hat{\mathbf{o}}$ | 2390 ge Ceder (.29 | 2 mon | Sandy Form |
| | 5 | 2372 Cedor sidge | ldinch | Sandy rock |
| 8 | 2 | 6688 Eakin Or | 12 inch | Sandy rock |
| $\left(\begin{array}{c} \\ \\ \end{array} \right)$ | 7) | 2359 Christon Dr | 15 inch | Sandy rock |
| T | 0 | 2399 Christen Dr | 13 mel | Sandy rock |
| 11 | | 6735 Rosecnor | 2 inch | Sandy rock |
| 1 | - | 2376 Kanasreenpl | 2 inch | Sand |
| T. | 2 | 2339 Kunouseen | 13:100 | Sand |
| K | 4 | 6734 EAKin | Zinch | Sand |
| 13 | 5 | 2301 EALIN | 2 inch | Santy Fock |
| 16 | | 6354 Belvista | 7-2 inch | Sandy rock/3 layers |
| 1-1 | 7 | 6397 Belvistn | Binch | Sandy FOCK Hayes |
| | | <u>8.</u> | | J C |



District of Sooke

CORE LOCATIONS - MAP #1

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District of Sooke

SOOKE GIS - STORM AND SANITARY MANHOLE LOCATIONS



March 6, 2018 1:59:37 PM