



TENDER

SOOKE RIVER ROAD DRAINAGE

ISSUED: July 18, 2018

CLOSING LOCATION:

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

CLOSING DATE AND TIME:

Tenders must be received at Reception prior to: 3:00 PM
(15:00 hrs) Pacific Time on August 8, 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
SOOKE RIVER ROAD DRAINAGE
MASTER MUNICIPAL CONSTRUCTION DOCUMENTS

CONTENTS

- Invitation to Tender
- Instructions to Tenderers Part 1
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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 by the Master Municipal Construction Documents Association:

- MMCD Supplemental Update 2016-11-18
- MMCD Supplemental Update 2014-09-19
- MMCD Supplemental Update 2013-06-13
- MMCD Supplemental Update 2012-08-07
- MMCD Supplemental Update 2012-06-08
- MMCD Supplemental Update 2012-05-30
- MMCD Supplemental Update 2011-08-08
- MMCD Supplemental Update 2011-08-04
- MMCD Supplemental Update 2010-03-25
- MMCD Supplemental Update 2009-11-19

Owner: District of Sooke
(NAME OF OWNER)

Contract: Sooke River Road Drainage
(TITLE OF CONTRACT)

Reference No. 2018_5225-08_03
(OWNER'S CONTRACT REFERENCE NO.)

**The Owner invites tenders
for:**

The Sooke River Road Drainage project involving ditching, installation of culverts and headwalls, installation of rock swales, tree removal, and driveway grading.

(BRIEF DESCRIPTION OF THE WORK)

Contract Documents are available online at: <https://sooke.ca/municipal-hall/documents-forms/tenders-and-rfps/>

It is the responsibility of the Contractor to print .pdf's for their personal copies.

(LIST ADDRESSES FOR DOCUMENT PICKUP)

On payment of a non-refundable amount of \$ N/A including GST payable to:
N/A

(NAME THAT CHEQUE SHOULD BE PAYABLE TO)

The Contract Documents are available for viewing at: <https://sooke.ca/municipal-hall/documents-forms/tenders-and-rfps/>

(ADDRESS WHERE CONTRACT DOCUMENTS CAN BE VIEWED)

**Tenders are scheduled to
close:**

Tender Closing Time: 3: 00, pm local time

Tender Closing Date: August 8, 20 18

Address: 2205 Otter Point Road
Sooke BC V9Z1J2

(ADDRESS WHERE TENDERS MUST BE SUBMITTED)

**NAME OF OWNER'S
REPRESENTATIVE** Brian Derrick

(250)-642-1634
(PHONE)

1.0 Introduction.....IT - 1

2.0 Tender DocumentsIT - 1

3.0 Submission of TendersIT - 2

4.0 Additional Instructions to Tenderers.....IT - 3

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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
(NAME OF OWNER)

Contract: Sooke River Road Drainage
(TITLE OF CONTRACT)

Reference No. 2018_5225-08_03
(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:
Ditching, excavation, installing rock swales, installing culverts and,
headwalls, tree removal, driveway grading.

(BRIEF DESCRIPTION OF THE WORK)

1.2 Direct all inquiries regarding the *Contract*, to:
Brian Derrick, Engineering Technologist

(NAME AND POSITION OF INDIVIDUAL WHO WILL ANSWER INQUIRIES)

Address: 2205 Otter Point Road
Sooke, BC V9Z1J2

Phone: 250 642 - 1634

Fax: N/A -

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 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 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:

Reception

(TITLE OF POSITION)

on or before:

Tender Closing Time: 3 : 00 , p m local time

Tender Closing Date: August 8 , 20 18

at

Address: 2205 Otter Point Road
Sooke, BC V9Z1J2

Fax: N/A - _____

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

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 *Contract Documents* as listed in Schedule 1 and 2 of the Agreement may be rejected”

Basis of Contract Award & Acceptance

In reviewing tenders and awarding the *Contract* for this project the *Owner* may consider not only the tendered prices but the overall value that the tender prices represents to the *Owner* based on quality, service, and price, and the tenderer’s experience and qualifications considered essential by the *Owner* 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 *Owner* 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 *Owner* 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”.

4.4 17.1 Optional Work

Change “Optional work as defined in GC1.41”, to “Optional Work as defined in GC 1.48”

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 damage incurred, sustained or suffered by any Tenderer by reason of the acceptance or the non-acceptance by the Owner of any Tenderer’s tender or arising in any way from this tender process (including where arising from any breach or breaches by the Owner of any contract formed between the Owner and a Tenderer upon the submission of a tender) shall be limited to \$1000.

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: Sooke River Road Drainage
Reference No. 2018_5225-08_03

To Owner:

WE, THE
UNDERSIGNED:

1.1 have received and carefully reviewed all of the *Contract Documents*, including the Instructions to Tenderers, the specified edition of the "Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings" and the following Addenda:

_____ ;
(ADDENDA, IF ANY)

ACCORDINGLY WE
HEREBY OFFER

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

1.3 have complied with the Instructions to Tenderers; and

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

2.2 to achieve Substantial Performance of the *Work* on or before October 15, 2018 ; 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 40 calendar days from the day following the *Tender Closing Date and Time*, even if the tender of another tenderer is accepted by the *Owner*. If within this period the *Owner* delivers a written notice ("*Notice of Award*") by which the *Owner* accepts our tender we will:
- 5.1.1 within 15 *Days* of receipt of the written *Notice of Award* deliver to the *Owner*:
- .1 a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract Price, covering the performance of the Work including the Contractor's obligations during the Maintenance Period, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the *Owner*;
- .2 a Baseline Construction Schedule, as provided by GC 4.6.1;
- .3 a "clearance letter" indicating that the tenderer is in Worksafe BC compliance; and
- .4 a copy of the insurance policies as specified in GC 24 indicating that all such insurance coverage is in place and;
- 5.1.2 within 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)

						Sub Total	
Section	Para	Specification Title	Unit	Quantity	Unit Price	Amount	
DRAINAGE WORKS							
33 42 13		Pipe Culverts					
	1.5.1	300mm Ductile Iron	Lineal Metres	46			
	1.5.1	450mm Ultra Rib	Lineal Metres	50			
	1.5.3	Mortared Rock headwall	Each	2			
	1.5.3	Concrete Single Headwall	Each	2			
	1.5.3	Concrete Triple Headwall	Each	2			
31 23 01		Excavating Trenching and Backfilling					
	1.10.9	Onsite Rock Swale - 4m Wide Drainage Corridor	Lineal Metres	65			
	1.10.9	Roadside Rock Swale - Sooke River Road East Shoulder	Lineal Metres	175			
ROADWORK							
01 55 00		Traffic Control, Vehicle Access and Parking					
	1.5.1	Traffic Control, Vehicle Access and Parking	Lump Sum	1	/		
31 24 13		Roadway Excavation, Embankment and Compaction					
	1.8.5	Remove Existing Asphalt and Dispose Offsite	Square Metre	175			
	1.8.14	Roadside Rock Wall Stabilization	Lump Sum	1			
31 22 16		Reshaping Granular Roadbed					
	1.4.1	Reshape Granular Road Bed - Sooke River Road	Square Metre	175			
	1.4.1, 1.4.5	Raise Gravel Driveway	Square Metre	120			
	1.4.1, 1.4.6	Raise Dirt Driveway With Native Material	Square Metre	90			
32 12 16		Hot-Mix Asphalt Concrete Paving					
	1.5.1, 1.5.2	50mm Asphalt Pavement Upper Course # 1	Tonne	175			
03 40 01		Precast Concrete					
	1.4.4	460mm Concrete Low Barrier	Lineal Metres	10			
EARTHWORK							
31 11 01		Clearing and Grubbing					
	1.4.1	Clear and Grub Excavation Areas	Square Metre	880			
	1.4.2	Tree Clearing	Lump Sum	1			

Sooke River Road Drainage

(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

Tenderer's Initials _____

Sooke River Road Drainage

(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 _____

APPENDIX 4 – COMPARABLE WORK EXPERIENCE

Sooke River Road Drainage

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

Tenderer's Initials _____

Sooke River Road Drainage

(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 _____

(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: **Sooke River Road Drainage**

Reference No. (TITLE OF CONTRACT)
2018_5225-08_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 Start / Completion Dates | 1.1 | The <i>Contractor</i> will perform all <i>Work</i> and provide all labour, equipment and material and do all things strictly as required by the <u><i>Contract Documents</i></u> . |
| | 1.2 | The <i>Contractor</i> will commence the <i>Work</i> in accordance with the <u><i>Notice to Proceed</i></u> . The <i>Contractor</i> will proceed with the <i>Work</i> diligently, will perform the <i>Work</i> generally in accordance with the construction schedules as required by the <u><i>Contract Documents</i></u> and will achieve <u><i>Substantial Performance</i></u> of the <i>Work</i> on or before <u>October 15, 2018</u> subject to (INSERT DATE OF SUBSTANTIAL PERFORMANCE) the provisions of the <u><i>Contract Documents</i></u> for adjustments to the <u><i>Contract Time</i></u> . |

Article 2 Contract Documents

- 1.3 Time shall be of the essence of the *Contract*.
- 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 pre-paid registered mail to the addresses as set out below:

The *Owner*:

2205 Otter Point Road

Sooke, BC V9Z1J2

Fax: N/A

Attention: Brian Derrick

The *Contractor*:

Fax: _____

Attention: _____

The Contract Administrator:

2205 Otter Point Road

Sooke, BC V9Z1J2

Fax: N/A

Attention: Brian Derrick

- 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 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*.

Article 7 General

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

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

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

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

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

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

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Owner:

District of Sooke

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

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

Schedule 1 Schedule of Contract Documents

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

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

- 8.1 Agreement, including all Schedules;
- 8.2 Supplementary General Conditions as included in the Sooke River Road Drainage tender package;
- 8.3 General Conditions*;
- 8.4 Supplementary Specifications as included in the Sooke River Road Drainage tender package;
- 8.5 Specifications*;
- 8.6 Standard Detail Drawings*;
- 8.7 Executed Form of Tender, including all Appendices;
- 8.8 Contract Drawings listed in Schedule 2 to the Agreement... "List of Contract Drawings";
- 8.9 Instructions To Tenderers - Part I;
- 8.10 Instructions to Tenderers - Part II*;
- 8.11 The following Addenda:

SUPPLEMENTARY GENERAL CONDITIONS

***NOTE- Supplementary General Conditions also include all MMCD
Supplemental Updates as listed in the Table of Contents***

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:

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

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

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 Friday. No *Work* shall be permitted on a Saturday, 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

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

***NOTE- Supplementary Specifications also include all MMCD
Supplemental Updates as listed in the Table of Contents***

Reference Section 31 22 16

Reshaping Granular Roadbeds

1.4 Measurement and Payment

Add Clause 1.4.5

- .5 Payment for Raise Gravel Driveway shall be calculated based off the surface area of the finished driveway surface. Payment includes all works required to build up the sub-base, base, and surface aggregates to the profile and alignment as shown in Contract Drawings Sheet 3, in accordance with the standard cross section shown in that same drawing.

Add Clause 1.4.6

- .6 Payment for Raise Dirt Driveway With Native Material shall be calculated based off the surface area of the finished driveway surface. Payment Includes all works required to build up the driveway to the profile and alignment as shown in Contract Drawings Sheet 3, using native material excavated as part of other works on the Site.

Reference Section 31 23 01 Excavating Trenching and Backfilling

1.10 Measurement and Payment

Add Clause 1.10.9

- .10 Payment for Rock Swale unit items will be measured by centerline lineal metres, and will include all excavation and disposal, supply of new material, placement, compaction, and other necessary works for constructing the rock swales according to the profiles, alignments, and Typical Cross-Sections as shown on the Contract Drawings Sheets 1, 2, 4 and 5.

Reference Section 31 24 13

Roadway Excavation, Embankment and Compaction

1.8 Measurement and Payment

Add Clause 1.8.14

- .14 Payment for Roadside Rock Wall Stabilization shall include all excavation, relocation, placement, and compaction of materials as is necessary to relocate the existing boulder retaining wall according to the Contract Drawings Sheets 1,2 and 5. The District of Sooke will provide the geotechnical engineer as mentioned on Contract Drawings Sheets 2 and 5.

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

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.

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.

All manholes must be vertically adjusted a minimum of twenty four (24) hours prior to paving. 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.