



District of Sooke
OTTER POINT ROAD

Project: 228-03
June 16, 2021

On Point Project Engineers Ltd.

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The District of Sooke is inviting tenders for the Otter Point Road upgrade project from qualified, experienced contractors who have the resources and can demonstrate experience on similar sized projects.

The proposed road improvement works includes a lane realignment, added/ improved boulevard with new sidewalks, bike lanes, landscaping, streetlighting, and upgrade in storm drainage infrastructure. The road upgrade is approximately 360m in length, along Otter Point Road, extending from between Sooke Road and Wadams Way.

The scope of works generally consists of the following:

- Installing storm drainage infrastructure, including installing new catchbasins, storm pipe and manholes, and headwalls.
- Road infrastructure works including;
 - o Removal of existing asphalt, curb & gutter, sidewalks etc.
 - o Installation of new concrete curb and gutter, concrete bus pad
 - o Installation of gravel & concrete driveways,
 - o Installation of new concrete sidewalks,
 - o Installation of asphalt bike lanes.
- Rock & mortar retaining walls
- The contractor is responsible for traffic management, including pedestrians and cyclists using all roads within the limits of construction.
- Installation of electrical conduits & streetlighting
- Line painting, pavement markings & signages

The contract will be based on the Master Municipal Construction Documents (MMCD) Platinum Edition with a combination of unit rates and lump sum prices.

- A non-mandatory pre-tender briefing for contractors will be held at 1:00 pm June 21, 2021. The briefing location is on-site at Otter Point Road at Eustache Road.
- Deadline for tender questions must be submitted by Friday, June 25, 2021 by 1:00pm
- Last addendum may be issued Tuesday, June 29, 2021
- Tenders close Monday, July 5, 2021 at 2:00 PM at District of Sooke.

Invitation to Tenderers

District of Sooke

(NAME OF OWNER)

Contract: Otter Point Road

(TITLE OF CONTRACT)

Reference No.: 228-03

(OWNER'S CONTRACT REFERENCE NO)

The Owner invites tenders for:

Roadworks & storm utility upgrade works along the Otter Point Road, including approximately 360m of roadworks and sidewalks, and installation of new storm drainage mains, and street lighting.

(BRIEF DESCRIPTION OF THE WORK)

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

Tenders are scheduled to close at:

Tender Closing Time: 2:00 PM local time

Tender Closing Date: Monday, July 5, 2021 at:

Address: District of Sooke Municipal Office
2205 Otter Point Road
Sooke, BC V9Z 1J2

(ADDRESS WHERE TENDERS MUST BE SUBMITTED)

Raphael Mattson, AScT

(NAME OF OWNER'S REPRESENTATIVE)

Non-mandatory pretender meeting scheduled for:

Meeting Time: 1:00 PM local time

Meeting Date: Monday, June 21, 2021 at:

Location: On-site (Otter Point Road at Eustache Road)

**INSTRUCTIONS TO TENDERERS
PART I**

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Instructions to Tenderers - Part I

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

(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)

District of Sooke

(NAME OF OWNER)

Contract: Otter Point Road

(TITLE OF CONTRACT)

Reference No. 228-03

(OWNER'S CONTRACT REFERENCE NO.)

Introduction

1.

1.1 These Instructions apply to and govern the preparation of tenders for this *Contract*. The *Contract* is generally for the following work:

Road & storm utility upgrade works along the Otter Point Road, including approximately 360m of roadworks and sidewalks, and installation of new storm drainage mains, to tie in with existing storm infrastructure.

(BRIEF DESCRIPTION OF THE WORK)

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

Attention: Michelle Ting, EIT

(NAME AND POSITION OF INDIVIDUAL WHO WILL ANSWER INQUIRIES)

Address: 111 – 957 Langford Parkway

Victoria, BC V9B 0A5

Phone: 250-478-7875 Ext 255

Email: mting@oppel.ca

Tender Documents

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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 judgement 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.

Submission of Tenders

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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:

Raphael Mattson, AScT

(TITLE OF POSITION)

on or before:

Tender Closing Time: 2:00 PM local time

Tender Closing Date: Monday, July 5, 2021

at

Address:

District of Sooke Municipal Office

2205 Otter Point Road

Sooke, BC V9Z 1J2

3.2

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

**Additional
Instructions
to Tenderers**

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- 4.1 Telephone or in-person inquiries will not be accepted. Answers to questions will be provided to all proponents. Questions in writing will be received until 1pm local time, on Friday June 25, 2021.
- 4.2 Faxed or mailed amendments or revocations will not be accepted. Hard copies of amendments or revocations are to be delivered by hand.
- 4.3 Schedule: The owner's evaluation of the bids may take into consideration the contractor's completion schedule. Bidders to list critical dates in Appendix 2 of the Form of Tender.
- 4.4 Freedom of Information: The District is subject to the provisions of the Freedom of Information and Protection of Privacy Act. As a result, while Section 21 of the Act does offer some protection for third party business interests, the District cannot guarantee that any information provided to the District can be held in confidence.
- 4.5 Funding: Proceeding with an award of this tender may be subject to available funding.
- 4.6 Non-mandatory Pre-tender meeting is scheduled for Monday, June 21, 2021, at 1:00pm on-site (Otter Point Road at Eustache Road).

(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.)

District of Sooke

(NAME OF OWNER)

Contract: Otter Point Road

(TITLE OF CONTRACT)

228-03

Reference No.

(OWNER'S CONTRACT REFERENCE NO.)

TO OWNER:

1 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

2 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

_____; 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*.

3 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.

4 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.

5 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*:

a) 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*;

b) a *Construction Schedule*, as provided by GC 4.6.1;

c) a "clearance letter" indicating that the tenderer is in WCB compliance; and

d) 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 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.

6 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*.

7 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)

Form of Tender - Appendix 1

Otter Point Road

(TITLE OF CONTRACT)

SCHEDULE OF QUANTITIES AND PRICES
(See paragraph 5.3.1 of the Instructions to Tenderers - Part II)

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

Summary Sheet

Section A:	General	\$ _____
Section B:	Earthworks & Removals	\$ _____
Section C:	Roadworks	\$ _____
Section D:	Storm Drainage	\$ _____
Section E:	Street Lighting & Utilities	\$ _____
Section F:	Signage & Pavement Markings	\$ _____
Section G:	Landscaping	\$ _____
Section H:	Retaining Walls	\$ _____

TENDER PRICE	\$ _____
GST	\$ _____
TENDER PRICE plus GST	\$ _____

ITEM #	PAYMENT CLAUSE #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
A	1	GENERAL				
A.1	1.1	Mobilization/ Demobilization	lump sum	1		
A.2	1.2	Erosion & Sediment Control	lump sum	1		
A.3	1.3	Traffic Control	lump sum	1		
Subtotal Section A					\$	

B	2	EARTHWORKS & REMOVALS				
B.2	2.1	Remove Concrete/Asphalt Curb & Gutter	m	100		
B.3	2.2	Removal of Existing Concrete Sidewalk	m ²	120		
B.4	2.3	Removal of Existing Asphalt	m ²	2,060		
B.5	2.4	Milling travel lanes	m ²	2,700		
B.6	2.5	Common Excavation to Dispose Off-Site	m ³	1,514		
B.7	2.6	Import Subgrade Fill, Place & Compact	m ³	52		
Subtotal Section B					\$	

C	3	ROAD WORKS				
C.1	3.1	Concrete Curb & Gutter (MC, NMC, RNMC)	m	610		
C.2	3.2	80mm HMAc	m ²	4,400		
C.3	3.3	200mm Concrete Sidewalk	m ²	1,100		
C.4	3.4	Granular subbase (300mm) Bike lane to sidewalk	m ²	1,800		
C.5	3.5	Granular base (100mm) Bike lane to sidewalk	m ²	1,800		
C.6	3.6	Bus Shelter Pad - Concrete	lump sum	1		
C.7	3.7	Gravel Driveway	m ²	42		
Subtotal Section C					\$	

ITEM #	PAYMENT CLAUSE #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
D	4	STORM DRAINAGE				
D.1	4.1	200mm PVC	m	51		
D.2	4.1	250mm PVC	m	240		
D.3	4.1	300mm Concrete Class III	m	50		
D.4	4.1	375mm PVC	m	60		
D.5	4.2	1050 Manhole (<2m deep)	each	10		
D.6	4.2	Storm Cleanout	each	1		
D.7	4.3	Catchbasin (c/w lead)	each	12		
D.8	4.4	Concrete headwall	each	1		
D.9	4.1	Storm Infrastructure Tie-ins	lump sum	1		
D.10	4.5	Pipe Video Inspection (initial) + flush	lump sum	1		
D.11	4.6	Pipe Video Inspection (1 year warranty) + flush	lump sum	1		
Subtotal Section D					\$	
E	5	STREET LIGHTING & UTILITIES				
E.1	5.1	Guy Wire relocation	lump sum	1		
E.2	5.2	Street Light (including conduit)	each	18		
Subtotal Section E					\$	
F	6	SIGNAGE & PAVEMENT MARKINGS				
F.1	6.1	Street sign relocation	each	10		
F.2	6.2	Pavement Line Marking	m	1,311		
F.3	6.2	Pavement symbols	each	18		
F.4	6.2	Pavement X walks	each	5		
Subtotal Section H						
G	7	LANDSCAPING				
G.1	7.1	Sod & Screened topsoil	m ²	200		
Subtotal Section I					\$	
H	8	RETAINING WALLS				
H.1	8.1	Mortar Stack Walls	m ²	54		
Subtotal Section J					\$	
Total					\$	

The Measurement and Payment Section forms an integral part of the Tender Documents and shall be read in conjunction with Appendix 1 – Schedule of Quantities and Prices in the Form of Tender, and the Measurement and Payment clauses in the MMCD. The following is in addition or clarifies / amends the procedures outlined in the MMCD.

1. Payments will be made on the basis of the unit rates listed in Appendix 1 including lump sum and optional items where applicable.
2. Unit prices are full compensation for the work necessary to complete each item in the Contract and in combination for all work necessary to complete the Work as a whole together with all other subsidiary and incidental work for which separate payment is not provided elsewhere.
3. The quantities listed in the Schedule of Quantities and Prices are approximate only and are for the purpose of tendering. Payment to the contractor will be based on actual quantities of work completed in accordance with the Contract drawings and specifications.

SECTION 1 – GENERAL

1.1 Mobilization / Demobilization

Any and all works associated with mobilizing / demobilizing to the project site, including, but not limited to temporary facilities including a site office; preparation and cleanup of lay down areas, all permit applications.

Measurement and Payment: lump sum

Payment will be 30% on first progress draw with remaining paid out during the contract based on the contractor's schedule (i.e., the amount equaling 70% of the lump sum price to be divided evenly over the remaining months to Substantial Completion. For example: 30% is paid on the first progress draw and 17.5% will be paid on each subsequent progress draw if the schedule is 5 months in duration)

1.2 Erosion / Sediment Control

Temporary Erosion and Sediment control measures to the requirements of MMCD Section 01 57 01, inclusive of any dust control measures to the requirements of MMCD Section 31 15 60, and other measures as may be required by the contractor during construction to prevent erosion or sediment transfer from the construction work.

Measurement and Payment: lump sum (Paid as a percentage of Contract schedule. For example: 20% paid on each progress draw if the schedule is 5 months in duration)

1.3 Traffic Control

Implement traffic control measures to the requirements of MMCD 01 55 00 and any reasonable requirements imposed by the District of Sooke. Includes all temporary signage, rentals of message board signs, and traffic control labour. Contractor is responsible for preparing a Traffic Management Plan to the requirements of District of Sooke.

Pedestrian / Cyclist / vehicle traffic must be maintained on all roads within the limits of construction.

Measurement and Payment: lump sum (Paid as a percentage of Contract schedule completion. For example: 20% paid on each progress draw if the schedule is 5 months in duration)

SECTION 2 – EARTHWORKS & REMOVALS

2.1 Remove Existing Concrete/ Asphalt Curb & Gutter

Includes saw cutting, breaking, and removal of existing concrete or asphalt curb & gutter, inclusive of all labour, material, equipment, disposal costs and all incidentals necessary to complete the work.

The removed material must be disposed offsite by the *Contractor*. All costs of hauling and disposal are incidental to the work.

Driveway crossings, crosswalk letdowns, and reverse non-mountable curb are, for the purposes of measurement and payment, considered the same as concrete curb & gutter.

Measurement and Payment: per lineal metre of concrete curb & gutter removed, measured with a wheel rolled along the gutter at the face of curb prior to removing.

2.2 Remove Existing Concrete Sidewalks

Removal of existing concrete sidewalks, where noted on Contract Drawings, inclusive of all labour, material, equipment, disposal costs are all incidentals necessary to complete the work. Removal of existing concrete bus pads are considered ‘concrete sidewalks’ for the measurement & payment.

Measurement and Payment: per square metre of concrete sidewalk removed, contractor to review with Contract Administrator and field measure areas of concrete sidewalk to be removed, for payment quantity verification. Alternatively, may be measured by design area in CAD.

2.3 Remove Existing Asphalt (Bike Lane to Sidewalk)

Saw cutting, milling, grinding, breaking, and removing of the existing full depth asphalt including all labour, equipment, disposal costs and incidental necessary to complete the work. Removed material to be disposed offsite by the *Contractor*. All costs of hauling and disposal are incidental to the work. Existing pavement shall be sawcut to facilitate proper construction joints between new and existing pavement. Limits of asphalt to be removed is shown on the Contract drawings.

Removal and disposal of offsite of existing base gravels and granular subbase, if required, is incidental to the works.

Measurement and Payment: Per square metre. Measurement by design area in CAD.

2.4 Milling Asphalt (Travel Lanes)

Milling to MMCD 32 01 16.7, including all labour, equipment, disposal costs to complete the work. Removed material to be disposed offsite by the Contractor. All costs of hauling and disposal are incidental to the work. Review with site engineer prior to start of milling.

Measurement and Payment: Per square metre. Measurement by design area in CAD.

2.5 Common Excavation to Dispose Off-Site

Excavation, removal, hauling and disposal off-site of all topsoil, sod, and unsuitable soils from the site.

Measurement and Payment: lump sum

2.6 Import Subgrade Fill, Place & Compact

Supply, placement, and compaction of subgrade fills. Refer to MMCD Section 31 24 13- ROADWAY EXCAVATION, EMBANKMENT AND COMPACTION.

Measurement and Payment: per cubic metre

- Measurement of subgrade fill will be made by comparing computer modeling the pre / post topographic survey of the compacted fill placed. In the event of small volumes, and where the time / cost to survey is not warranted to be in the best interest of the project, the Contract Administrator in conjunction with the contractor may agree on an alternate method of measurement (such as truck counts or weigh scale slips etc.)

SECTION 3 – ROADWORKS

3.1 Concrete Curb & Gutter (MC, NMC, RNMC)

Concrete curb and gutter including mountable, non-mountable, reverse mountable / non mountable, inverted gutter and barrier curb as noted on Contract Drawings to MMCD 03 30 20. Barrier curb and sidewalk ramp drops to MMCD Standard Detail Drawing C7 and C9. Crosswalk / driveway let downs, and reverse non mountable curb are, for the purposes of measurement and payment, considered the same as concrete curb and gutter. Scope includes all preparation, base gravel, and labour associated with construction and the protection of the concrete during curing from elements, traffic, and vandalism.

Measurement: Based on linear metres of curb and gutter installed, measured with a wheel rolled along the gutter at the face of the curb

Payment: per linear metre of concrete curb and gutter installed
per lineal metres of median curb installed
per lineal metres of barrier curb installed

3.2 Hot-Mix Asphalt Concrete Paving

Supply and install per 80mm thick asphalt in two lifts, to thickness as specified in Contract drawings:

- HMAC base lift to MMCD 32 12 16 – Lower Course #1 (arterial and collector standard).
- HMAC top lift to MMCD 32 12 16 – Upper Course #1 (arterial and collector standard)

Includes asphalt replaced where removed during trenching for utilities.

Measurement: will be made on square metres of finished paving to depth noted, measured as length x width or by survey where widths vary

Payment: square metre

3.3 Concrete Sidewalk

Concrete sidewalk to MMCD 03 30 20 specifications.

Concrete sidewalk includes the supply and installation of broom finished concrete sidewalk and sidewalk letdowns as noted on the contract drawings and to District of Sooke specifications. The cost of supplying and placing 20mm minus base gravel beneath the concrete sidewalk is considered incidental to the unit price tendered. Special finishing required to build sidewalk ramps, driveways, or other features are also considered incidental to the work. Concrete median islands (if any) will be considered incidental to the work. Grading behind all concrete structures will be considered incidental to the unit price tendered (i.e. shouldering to support the back of sidewalk).

Scope includes finishing and protection from elements, traffic and vandalism while concrete is curing, brick stamp pattern (tactile warning strips) are also paid under this item.

Measurement: will be made on square metre of finished sidewalk/island measured as length x width or by survey where widths vary

3.4 Granular Subbase

Scope includes preparing the existing subbase gravels between the existing asphalt paving to the new curb / gutter. Both sides of the existing road. Includes grading, removal of any surplus material or importing base gravels to achieve final base grade. The existing edge of asphalt is to be prepared by grinding & ready to receive the asphalt widening (infill) between existing asphalt and the curb / gutter.

Granular subbase to MMCD 32 11 16.1 and based on granular subbase course supplied, placed, graded and compacted at the site to the specified thickness and at the locations shown on Contract drawings.

Limit of payment for granular subbase will be up to 300mm beyond back of curb. Gravels under concrete sidewalks and trails are not paid under this item, but is included with Payment Clause 3.3 for Sidewalks.

Measurement & payment: per square metre. Measurement will be confirmed using a wheel, or by the design area in CAD.

3.5 Granular Base

Scope includes preparing the existing base gravels between the existing asphalt paving to the new curb / gutter. Both sides of the existing road. Includes grading and importing base gravels to achieve final base grade. The existing edge of asphalt is to be prepared by grinding & ready to receive the asphalt widening (infill) between existing asphalt and the curb / gutter.

Granular base to MMCD 32 11 23 and based on granular base course supplied, placed, graded and compacted at the site to the specified thickness and at the locations shown on Contract drawings.

Base gravels under concrete sidewalks and trails are not paid under this item, but is included with Payment Clause 3.3 for Sidewalks.

Measurement & payment: per square metre. Measurement will be confirmed using a wheel, or by the design area in CAD.

3.6 Concrete Bus Pad

Excavate and removal of existing materials, supply, lay and finish concrete pad to BC Transit Infrastructure Design Guidelines and to contract drawing specification.

Measurement & payment: lump sum.

3.7 Gravel Driveway

Supply and install gravel driveway as per contract drawings.

Measurement & payment: Per square metre, measured on site, or by design area in CAD, by discretion of Contract Administrator.

SECTION 4 – STORM DRAIN

4.1 Storm Drain

Supply and install gravity storm drain main to MMCD 33 40 01 specifications, to the size and material as specified on the Contract Drawings. Scope includes: saw cutting existing asphalt to MMCD Std Utility Trench Drawing G4, excavation of trench, supply and installation of pipe, bedding, pipe surround material, imported backfill (if required) and disposal of unsuitable materials as required.

Asphalt restoration of the final base lift at trench cuts will be paid under pay item 3.2. The contract administrator may allow additional asphalt removal where “asphalt slivers” would remain and not in the best interest of the final product. Prior to removal, contact the Contract administrator to agree to limits of asphalt removal.

Placement of “cold mix” or other temporary surfacing is incidental to the work.

Where the storm sewer is specified to be installed adjacent to the location of existing infrastructure the protection and temporary support of the existing infrastructure is considered incidental to this item.

Measurement and Payment:

- Per linear metres of pipe installed, measured along the centerline of the pipe installed, from center of manhole to center of manhole, allowing for curved radius in pipes and rounded up to the nearest metre.
- Single lump sum payment for all connections required to existing storm infrastructure, where specified on contract drawings.

4.2 Storm Manholes/ Cleanout

Supply and install storm drain manhole/ cleanout with H-20 traffic rated frame and to details and depths indicated on the Contract Drawings, and to MMCD 33 44 01 specifications. Scope includes excavation and backfill including supply of bedding and backfill material.

Measurement and Payment: each complete manhole/ cleanout installed

4.3 Catchbasins c/w lead

Installation of H-20 rated catch basin, frame, and grate, to MMCD 33 44 01 and 33 40 01 specifications. Includes trapping hood and all grouting.

Contractor to supply new or relocate existing catch basins, as noted on Contract Drawings. Where Contract Drawings indicate removal existing catch basin, old connection to the storm drain is to be capped.

Measurement and Payment: Per each complete catch basin installed

- Catch basin removed and relocated is considered as 1 catch basin unit installed
- Catch basin removed and replaced with new catch basin is considered as 1 catch basin unit installed

4.4 Concrete Headwall

Supply and install of concrete headwall, where specified in Contract Drawings, to MMCD Standard Detail Drawing S15.

Measurement and Payment: Per each complete concrete headwall installed.

4.5 Flush and Video Inspection

- CCTV inspection to MMCD 33 01 30.1
- Flush mains of debris prior to undertaking video inspections.
- Complete video inspection on installed portions of gravity storm drain and sanitary sewer prior to paving. Excludes service & catch basin laterals.
- Should defects with installed pipes require repairs, a subsequent video inspection may be required to the repaired area. No additional payment made for re-video.

Measurement and Payment: lump sum

4.6 Flush and Video Inspection – 1 Year Warranty

CCTV inspection to MMCD 33 01 30.1

- Pipe video inspection at the end of the 1-year warranty period. Price to include flushing of the mains and video inspection. Excludes service & catch basin laterals.
- Traffic control is to be included as the road will be in use.
- Should defects with installed pipes require repairs, a subsequent video inspection may be required to the repaired area. No additional payment made for re-video.

Measurement and Payment: lump sum. Payment will be made following the 1-year video inspection.

SECTION 5 – STREET LIGHTING AND UTILITIES

5.1 Guy Wire Relocation

Relocate guy wire where specified on contract drawings, relocated location to be reviewed with site engineer.

Measurement and Payment: lump sum.

5.2 Street lighting (Including Conduit)

Supply and install streetlights and concrete bases per electrical plans and to MMCD 26 56 01. Scope includes street lighting kiosks, irrigation kiosks, street lighting conduits, wiring, junction boxes, and all appurtenances and work required to provide a complete installation on the Contract drawings to make streetlights operable.

Measurement and Payment: each; per streetlight installed.

SECTION 6 – SIGNAGE & PAVEMENT MARKINGS

6.1 Signage – Installation/ Relocation

New signs include the supply and installation of signage complete with telespar posts & bases per the Contract drawings to MUTCDC and to District of Sooke standards. Any surplus signage being removed becomes the *Contractor's*.

Measurement and Payment: per each new signage installed or existing signage relocated.

6.2 Line Painting & Pavement Markings

Install line painting & pavement markings as indicated on the Contract drawings and as per MMCD 32 17 23 specifications. Stop bars, turn arrows, bike lane markings and crosswalks to be thermoplastic.

Eradication of existing is to be included as incidental work on this item.

Measurement and Payment:

- per lineal metres of line painting
- per each pavement marking (i.e. stop bar, turn arrow, bike-lane marking, crosswalks, complete set of all median gore markings)

SECTION 7 – LANDSCAPING

7.1 Boulevard Soil and Sod

Scope includes supply and installation of good quality screened topsoil and grass sod to MMCD Section 32 92 23 as per the Contract drawings

Measurement & Payment: square metre, measurement will be by the design area in CAD

SECTION 8 – RETAINING WALLS

8.1 Mortar Stack Retaining Walls

Supply and install rock & mortar retaining walls at location and to specifications shown on contract drawings. Works shall include all excavation, backfilling and installation, including all incidental work for which separate payment is not specified elsewhere in the contract.

Measurement & Payment: square metre, measured by the design area in CAD and paid by % of wall completed.

Form of Tender - Appendix 3

OTTER POINT ROAD

(TITLE OF CONTRACT)

EXPERIENCE OF SUPERINTENDENT
(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: _____

Tenderer's Initials _____

See paragraph 5.3.3 of the Instructions to Tenderers – Part II.

Form of Tender - Appendix 4

OTTER POINT ROAD

(TITLE OF CONTRACT)

COMPARABLE WORK EXPERIENCE
(See paragraph 5.3.4 of the Instructions to Tenderers - Part II)

COMPARABLE EXPERIENCE:

PROJECT: _____

DESCRIPTION: _____

VALUE: _____

PROJECT: _____

DESCRIPTION: _____

VALUE: _____

PROJECT: _____

DESCRIPTION: _____

VALUE: _____

PROJECT: _____

DESCRIPTION: _____

VALUE: _____

Tenderer's Initials _____

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

Form of Tender - Appendix 5

OTTER POINT ROAD

(TITLE OF CONTRACT)

SUBCONTRACTORS

(See paragraph 5.3.5 of the Instructions to Tenderers - Part II)

LIST OF SUBCONTRACTORS:

SUBCONTRACTOR NAME:

CONTACT:

PHONE NUMBER:

SUBCONTRACTOR NAME:

CONTACT:

PHONE NUMBER:

SUBCONTRACTOR NAME:

CONTACT:

PHONE NUMBER:

SUBCONTRACTOR NAME:

CONTACT:

PHONE NUMBER:

SUBCONTRACTOR NAME:

CONTACT:

PHONE NUMBER:

SUBCONTRACTOR NAME:

CONTACT:

PHONE NUMBER:

Tenderer's Initials _____

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

Between Owner and Contractor

(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.)

THIS AGREEMENT made in duplicate this _____ day of _____, 20__.

Contract: Otter Point Road

(TITLE OF CONTRACT)

228-03

Reference No.

(OWNER'S CONTRACT REFERENCE NO.)

BETWEEN:

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 *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 the provisions of the *Contract Documents* for adjustments
(INSERT DATE OF SUBSTANTIAL PERFORMANCE)
to the *Contract Time*.

1.3 Time shall be of the essence of the *Contract*.

ARTICLE 2 CONTRACT DOCUMENTS

2.1 The “*Contract Documents*” consist of the documents listed or referred to in Schedule 1, entitled “Schedule of Contract Documents”, which is attached and forms a part of this Agreement, and includes any and all additional and amending documents issued in accordance with the provisions of the *Contract Documents*. All of the *Contract Documents* shall constitute the entire *Contract* between the *Owner* and the *Contractor*.

2.2 The *Contract* supersedes all prior negotiations, representations or agreements, whether written or oral, and the *Contract* may be amended only in strict accordance with the provisions of the *Contract Documents*.

ARTICLE 3 CONTRACT PRICE

3.1 The price for the *Work* (“*Contract Price*”) shall be the sum in Canadian dollars of the following:

3.1.1 the product of the actual quantities of the items of *Work* listed in the *Schedule of Quantities and Prices* which are incorporated into or made necessary by the *Work* and the unit prices listed in the *Schedule of Quantities and Prices*; plus

3.1.2 all lump sums, if any, as listed in the *Schedule of Quantities and Prices*, for items relating to or incorporated into the *Work*; plus

3.1.3 any adjustments, including any payments owing on account of *Changes* and agreed to *Extra Work*, approved in accordance with the provisions of the *Contract Documents*.

3.2 The *Contract Price* shall be the entire compensation owing to the *Contractor* for the *Work* and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the *Work*.

ARTICLE 4 PAYMENT

4.1 Subject to applicable legislation and the provisions of the *Contract Documents*, the *Owner* shall make payments to the *Contractor*.

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

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 email, or by pre-paid registered mail to the addresses as set out below:

The *Owner*:

District of Sooke

2205 Otter Point Road

Sooke, BC V9Z 1J2

rmattson@sooke.ca

Email:

Raphael Mattson, AScT

Attention:

The *Contractor*:

Email:

Attention:

The *Contract Administrator*:

On Point Project Engineers Ltd.

Suite #111 – 957 Langford Parkway

Victoria, British Columbia, V9B 0A5

mting@oppel.ca

Email:

Michelle Ting, EIT

Attention:

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

- 6.2.1 immediately upon delivery, if delivered by hand; or
- 6.2.2 immediately upon transmission if sent and received by email; or
- 6.2.3 after 5 *Days* from date of posting if sent by registered mail.

6.3 The *Owner* or the *Contractor* may, at any time, change its address for notice by giving written notice to the other at the address then applicable. Similarly, if the *Contract Administrator* changes its address for notice then the *Owner* will give or cause to be given written notice to the *Contractor*.

6.4 The sender of a notice by email assumes all risk that the email will be received properly, and the provisions of paragraph 12.5 of the Instructions to Tenderers apply to the sender.

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 OWNER)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Schedule 2

List of Contract Drawings

(Complete listing of all drawings, plans and sketches which are to form a part of this Contract, other than Standard Detail Drawings and Supplementary Standard Detail Drawings.)

TITLE	DWG NO.	DATE	REVISION NO.
CIVIL			
COVER PAGE	C100	JUNE 7, 2021	-
GENERAL NOTES	C101	JUNE 7, 2021	-
GRADING PLAN	C200	JUNE 7, 2021	-
PLAN & PROFILE (STA 1+000 TO 1+120)	C201	JUNE 7, 2021	-
PLAN & PROFILE (STA 1+120 TO 1+260)	C202	JUNE 7, 2021	-
PLAN & PROFILE (STA 1+260 TO 1+360)	C203	JUNE 7, 2021	-
PLAN & PROFILE	C204	JUNE 7, 2021	-
WALL DETAILS	C205	JUNE 7, 2021	-
STORMWORKS – WEST (STA 1+160 TO 1+275)	C300	JUNE 7, 2021	-
STORMWORKS – EAST (STA 1+150 TO 1+310)	C301	JUNE 7, 2021	-
SECTIONS (STA 1+000 TO 1+190)	C400	JUNE 7, 2021	-
SECTIONS (STA 1+200 TO 1+270)	C401	JUNE 7, 2021	-
SECTIONS (STA 1+290 TO 1+350)	C402	JUNE 7, 2021	-
SIGNAGE	C501	JUNE 7, 2021	-
GEOTECHNICAL			
RETAINING WALL SECTIONS & DETAIL	9899-4	MAR 22, 2021	0
ELECTRICAL			
COVER SHEET – NOTES – KEY PLAN	E01	APR 22, 2021	PA
SITE PLAN (STA 1+000 TO 1+190)	E02	APR 22, 2021	PA
SITE PLAN (STA 1+190 TO 1+350)	E03	APR 22, 2021	PA
ELEVATIONS	E04	APR 22, 2021	PA

- SGC 1. Notice of Project: *Contractor* to submit to Worksafe BC a completed Notice of Project, providing a copy to the District of Sooke and *Contract Administrator*.
- SGC 2. Construction Traffic Management Plan: *Contractor* to submit, prior to construction, a construction traffic management plan for review and approval by the *Contract Administrator* and the *Owner*. The *Contractor* shall make an application to the District of Sooke prior to making any partial closure of an existing travelled roadway or lane to facilitate the construction of the Works.
- SGC 3. The *Contractor* will be the Prime Contractor for all works within the limits of the site as shown on the *Contract Drawings*.
- SGC 4. Add to MMCD General Conditions 4.1 Control of the Work:
- **Add Clause GC 4.1.3; Surveying;** “Surveying; the contractor shall coordinate with On Point to provide reasonable & adequate survey layout and as-constructed survey of all works. The Contractor shall make all and reasonable efforts to protect the survey layout. Replacement of survey damaged by the Contractor may be back-charged to the Contractor with advanced notice by the Contract Administrator. Quantity surveys will be carried out by On Point at the owner’s expense. All quantity information will be given to the contractor for review.”
- SGC 5. **Revise the last sentence of GC 24.1.1(3) to read as follows:**
“Coverage to include the District of Sooke, and On Point Project Engineers Ltd. as additional insured.”

Revise or note the following regarding the MMCD Platinum Edition Specifications:

Section 31 05 17 – Aggregates & Granular Material

1. Granular Base to the gradation of Paragraph 2.10 – Granular Base.
2. Granular Subbase to gradation of Paragraph 2.9 – Granular Subbase
3. Compacted Approved Subgrade can meet either 2.3 Pit Run Gravel or 2.8 Select Granular Subbase

Section 32 12 16 – Hot Mix Asphalt Concrete Paving

1. New Asphalt for road surface - paving in two lifts as applicable. Lower Course #1 & Upper Course #1.
2. Asphalt overlay is Upper Course #1.

Irrigation Sleeves

1. Irrigation sleeves are to be 150mm PVC SDR 35 PVC.
2. Irrigation sleeves to have loose caps applied at the ends and the locations accurately located and recorded on the record drawing until irrigation system is installed.

Section 32 17 23 – Painted Pavement Markings

1. Pavement markings to be thermoplastic for stop bars, cross walks, bike lane markings & turn arrows.

Material Testing

1. The *Contractor* is responsible for arranging and paying for the minimum required material testing undertaken by a third party as set out below.
2. Copies of the inspection reports are to be sent directly from the lab to the Engineer's representative, and City of Colwood's representative.
3. The following are additional specifications required tests and frequencies:
 - 3.1 *Hot-Mix Asphalt Concrete Paving Testing Intervals:*
 - 3.1.1 *Documentation from the asphalt plant shall be provided for all projects (this will include reference to the mix design type for the material provided and the most recent applicable mix test report(s)).*

3.1.2 Asphalt sampling at paver:

3.1.2.1 One sample shall be taken each day of operation. If the amount of asphalt concrete mix placed exceeds 500 tonnes (metric), an additional sample shall be collected each time after that limit is reached. These sampling requirements shall

be adhered to unless specified and recorded otherwise at the project pre-construction meeting.

3.1.2.2 A Marshall Test Report shall be provided for each sample taken.

3.1.3 The project Engineer shall provide certification for both the final product and all works and services. Refer to work requirements in MMCD.

3.1.4 Core testing shall be performed upon project completion to verify asphalt thickness and density. The requirement for core testing may be adjusted or waived at the discretion of the City Engineer.

3.2 Cast-in-Place Concrete Testing Intervals

3.2.1 Documentation from the concrete plant shall be provided for all projects (this will include mix design information and daily batch reports for the material provided).

3.2.2 Concrete sampling at project location:

3.2.2.1 One sample shall be taken each day of operation. If the length of curb, gutter or sidewalk installed within one day exceeds 300m lineal or 100m³ (whichever is first), an additional sample shall be collected each time after that limit is reached. For all other installations, if the volume of concrete cast exceeds 100m³, an additional sample shall be collected each time after that limit is reached, unless the installation is a specialized poured-in place structure(s), in which case sampling shall be performed for every delivery.

3.2.2.2 A Concrete Test Summary Report shall be provided for each sample taken.

3.2.2.3 These sampling requirements shall be adhered to unless specified and recorded otherwise at the project pre-construction meeting. Additional sampling and testing may be required at the discretion of the City Engineer.

3.2.3 The project Engineer shall provide certification for both the final product and all workmanship. Refer to workmanship requirements in MMCD.