



Regional District of
Kitimat-Stikine

INVITATION TO TENDER

Churchill Drive Water Main Replacement

ITT Number: 2024-WS-13

April 10, 2024



INVITATION TO TENDERERS

Owner: Regional District of Kitimat-Stikine
(NAME OF OWNER)

Contract: Churchill Drive Water Main Replacement
(TITLE OF CONTRACT)

Reference No. 2024-WS-13
(OWNER'S CONTRACT REFERENCE NO.)

The Owner invites tenders for: The Contractor shall provide, at its own expense, all materials, supervision, labor, vehicles, equipment, and all else necessary for or incidental to the proper execution of the Work required under this Contract and associated Schedules for the replacement of Water Main at Churchill Drive
(BRIEF DESCRIPTION OF THE WORK)

Contract Documents are available during normal business hours at: BC Bid www.bcbid.gov.bc.ca

The Contract Documents are available for viewing at: BC Bid www.bcbid.gov.bc.ca and RDKS website https://www.rdks.bc.ca/government/rfps_tenders
(ADDRESS WHERE CONTRACT DOCUMENTS CAN BE VIEWED)

Tenders are scheduled to close:
Tender Closing Time: 2 : 00 pm PST

Tender Closing Date: May 08, 2024
Address: Regional District of Kitimat Stikine
Suite 300 – 4545 Lazelle Avenue
Terrace, B.C V8G 4E1
(ADDRESS WHERE TENDERS MUST BE SUBMITTED)



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SCHEDULE "A"

Instructions to Tenderers



INSTRUCTIONS TO TENDERERS

The Regional District of Kitimat-Stikine invites Tenders for:

PROJECT NAME

1.0 TENDER DELIVERY AND INQUIRIES

1.1 Closing Time and Address for Tender Delivery

Tenders must be received **no later than 2:00 pm** Pacific Daylight Time on **Wednesday, May 08, 2024** (the "Closing Time").

Signed Tenders are to be submitted electronically before the Closing date and Time.

Tenders and Revisions to Tenders received after the Closing Time will not be accepted or considered.

1.2 Number and Format of Copies

The RDKS prefers to receive Proposals in PDF form via email to procurement@rdks.bc.ca. Proponents are advised that the RDKS's file size limit is 15 MB. Email subject line should clearly state the Tender title and reference number as on the cover page.

The RDKS is not responsible for Tenders delivered to wrong email addresses, or Tenders that are not received before the Closing Date and Time. It is the sole responsibility of each Tenderer to ensure their Tender is received as intended (complete) before the Closing Date and Time.

1.3 Amendments to Tenders

Tenders may be revised by written amendment by e-mail, at any time before the Closing Time, but not after. Files must be emailed to procurement@rdks.bc.ca with the subject "Revision to Tender Documents for Churchill Drive Water Main Replacement, Tender Document Number: 2024-WS-13". The time stamp on the recipient's computer will be used to determine if the file was received on time.

An amendment may show only changes to the Schedule of Quantities and Prices. An amendment must be signed by an authorized signatory of the Tenderer in the same manner as provided by Section 1.17.

1.4 Bidders Meeting and Site Meeting

The "Site Meeting" will be held by the Regional District Representative to discuss the Regional District's requirements under this Tender Document and will include a site tour of the project location. Participation in person at the Site Meeting is **MANDATORY** for Tenderers.



The tentative date of the meeting is:

- **Mandatory Site Meeting: April 23, 2024, 9 am – 12 pm PST**
- **Location : RDKS Office, Suite 300 – 4545 Lazelle Avenue, Terrace, BC, V8G 4E1**

These dates and times may be subject to change. The Regional District will post notice of the date, time, and location of the meeting on the BC Bid website and the Regional District website (www.rdks.bc.ca). After the Bidders Meeting, a written record of questions and answers from the meeting will be posted as an addendum on the BC Bid website and the Regional District website.

1.5 Inquiries

All inquiries related to this Tender Document should be directed by E-Mail to procurement@rdks.bc.ca or to the person named below or such other person who may be named from time to time by the Regional District (the "Regional District Representative"). Information obtained from any person or source other than the Regional District Representative shall not be relied upon.

Name: Raji Ann John, Project Manager

Address: Suite 300 – 4545 Lazelle Avenue, Terrace, BC V8G 4E1

Email: rjohn@rdks.bc.ca

Phone: (250) 615-6100

All inquiries should be received in writing no later than 4 business days before the Closing Time. Hours of business are 8:30 a.m. to 4:30 p.m., Monday through Friday, except statutory holidays. Inquiries and responses will be recorded and may be distributed as per to Section 1.6 at the discretion of the Regional District.

1.6 Addenda

If the Regional District determines that an amendment is required to this Tender Document, an addendum will be posted on the BC Bid website and the Regional District website. Any addenda will form part of the Tender Document. It is the responsibility of Tenderers to check the BC Bid website and the Regional District website for addenda. Addenda will be available electronically through BC Bid at www.bcbid.gov.bc.ca and on the RDKS website at https://www.rdks.bc.ca/government/rfps_tenders. It is the sole responsibility of the Proponent to monitor these websites regularly to check for updates.

The only way the Tender Document may be added to or amended in any way is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this Tender Document or may be relied upon by any Tenderer. By delivery of a Tender, the Tenderer is deemed to have received, accepted, and understood the entire Tender Document, including any and all addenda.



1.7 Discrepancies or Omissions

Tenderers finding discrepancies or omissions in the specifications or other documents or having any doubts on the meaning or intent of any part thereof, should immediately request clarification from the Regional District representative named in Section 1.5, who will send written instructions or explanations to all Tenderers. No responsibility will be accepted for oral instructions. Any Work done or services performed after discovery of discrepancies, errors or omissions shall be done at the Contractor's risk.

1.8 Proof of Ability

The Tenderer shall be competent and capable of performing the Work. The Tenderer may be required to provide evidence of previous experience and financial responsibility before the Contract is awarded.

A complete list of the equipment which the Tenderer will make available for the completion of the Contract shall be included with each Tender. The Form of Tender is provided in Schedule "D". Equipment must be reliable, well-maintained, and suitable for the performance of the Work.

1.9 Examination of Tender Documents

Tenderers are responsible for reading and familiarizing themselves with the Tender Document in its entirety (including all Schedules, attachments, appendices, and addenda) before preparing and submitting a Tender.

The Tenderer will satisfy himself as to the practicability of executing the Work in accordance with the Contract, and he shall be held to have satisfied himself in every detail before making up his Tender by inquiry, measurement, and calculation.

A **MANDATORY** Site Meeting with site tour is arranged for the Work on April 23, 2024. Before submitting this Tender, the Tenderer shall satisfy himself as to the nature of the site, the quantities and nature of the Work and equipment necessary for the completion of the Work, and the means of access to the site, and in general, shall obtain all relevant information as to risks, contingencies and other circumstances which may influence his Tender.

The Tenderer shall have satisfied himself as to the sufficiency of the Tender for the Work and the prices stated in the Form of Tender (Schedule "D"). These prices shall cover all his obligations under the Contract, and all matters necessary for the proper completion and maintenance of the Work, and shall include the supply of all labor, equipment, material, supervision, services, taxes, and assessments, together with the Contractor's overhead and profit, except where specifically provided otherwise elsewhere in this Tender Document or the Contract. Tender Documents may be obtained from the BC Bid website or the Regional District Website.

1.10 No Duty of Care

Tenderers acknowledge that the Regional District, in the preparation of the Tender Document and Contract documents, supply of oral or written information to Tenderers, review of Tenders or the carrying out of the Regional District's responsibilities under the Contract, does not owe a



duty of care to Tenderers or the Contractor, and the Tenderers and the Contractor waive for themselves and their successors, the right to sue the Regional District in tort for any loss, including economic loss, damage, cost or expense arising from or connected with any error, omission or misrepresentation occurring in the preparation of the Tender Document and Contract documents, supply of oral or written information to Tenderers, review of Tenders or the carrying out of the Regional District's responsibilities under the Contract.

1.11 Status Inquiries

All inquiries related to the status of this Tender Document, including whether or not a Contract has been awarded, should be directed to the Regional District representative named in Section 1.5. No information with regard to an award of a Contract will be given out between the time of closing and the time an award has been made.

1.12 Duration of Tender

The Tender will be irrevocable and will be open for acceptance by the Regional District for a period of 90 days after the Closing Time.

1.13 Process after Closing

Notwithstanding any other provision of this Tender Document, the award of a Contract is subject to the approval of the Board of Directors of the Regional District.

1.14 Conflict of Interest

A Tenderer must disclose in its Tender any actual or potential conflicts of interest and existing business relationships it may have with the Regional District, its elected or appointed officials or employees. The Regional District may rely on such disclosure.

1.15 Solicitation of Board Members, Regional District Staff and Regional District consultants

Tenderers and their agents will not contact any member of the Regional District Board of Directors, Regional District staff or Regional District consultants with respect to this Tender Document, other than the Regional District Representative named in Section 1.5 at any time prior to the award of a Contract or the cancellation of this Tender Document.

1.16 Signature

The legal name of the person or firm submitting the Tender must be inserted in the Tender. The Tender must be signed by a person authorized to sign on behalf of the Tenderer and include the following:

(a) If the Tenderer is a corporation, then the full name of the corporation must be included, together with the names of the authorized signatories executing the Tender on behalf of the Tenderer;

(b) If the Tenderer is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer must be included, and each partner or joint venturer must sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture must provide evidence to the



satisfaction of the Regional District that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation must sign as indicated in subsection (a) above; or

(c) If the Tenderer is an individual, including a sole proprietorship, the name of the individual must be included.

1.17 Late Submissions

Late submissions after the closing date and time will not be considered.

2.0 GENERAL CONDITIONS

2.1 Negotiation

The Regional District may negotiate changes to any terms of a Tender, including terms that form part of this Tender Document including prices, and may negotiate with one or more Tenderers whether before or after awarding the Contract.

2.2 Limitation of Liability

Tenderers are solely responsible for their own expenses in preparing and submitting Tenders, and for any meetings, negotiations or discussions with the Regional District or its representatives and consultants relating to or arising from the Tender Document. The Regional District will not be liable to any Tenderer for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, incurred by the Tenderer in preparing and submitting a Tender, or participating in negotiations for a contract, or other activity related to or arising out of this Tender Document. No Tenderer shall have any claim for any compensation of any kind whatsoever as a result of participating in this Tender Document or the process contemplated in it, and by submitting a Tender each Tenderer shall be deemed to have agreed that it has no claim.

2.3 Tenderer's Qualifications

By submitting a Tender, a Tenderer represents that it has the expertise, qualifications, resources, and relevant experience to perform the Work described in this Tender Document.

2.4 Confidentiality

All Tenders become the property of the Regional District upon submission and will not be returned to the Tenderers. With the exception of the identity of each Tenderer, Summary of Tenders and the total annual tendered price set out in the Tender Summary (Schedule "D"), which will be disclosed at the public opening of Tenders, all Tenders will be held in confidence by the Regional District unless otherwise required by law. Tenderers should be aware the Regional District is a "public body" as defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.



3.0 TENDER EVALUATION

3.1 Regional District's Right to Accept or Reject Tenders

The lowest or any Tender will not necessarily be accepted, and the Regional District expressly reserves the following rights:

- to accept any Tender;
- to reject any and/or all irregularities in a Tender;
- To waive any defect or deficiency in a Tender that does not materially affect the Tender and accept that Tender;
- to reject any or all Tenders;
- to accept a Tender which is not the lowest Tender;
- to make decisions with regard to experience, qualifications, references, and any other criteria the Regional District may consider relevant whether disclosed to Tenderers or not;
- to cancel the Tender Document at any time and for any reason, and to reissue the Tender Document without changes in the event that only one (1) compliant Tender is received, or in the event that all compliant Tenders received exceed the estimated budget for the Work;
- to negotiate with any Tenderer as the Regional District sees fit, whether prior to or following award of the Contract.

3.2 Mandatory Criteria

Tenders not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process:

- The Tender must be received as specified in Section 1.1 before the Closing Time;
- The Tender must be in English;
- The Tender must include the completed Form of Tender in Schedule "D" (with completed Schedules as required)



SCHEDULE "B"
Form of Contract



FORM OF CONTRACT

THIS AGREEMENT made this _____ day of _____, 2024

BETWEEN:

REGIONAL DISTRICT OF KITIMAT-STIKINE

300 - 4545 Lazelle Avenue Terrace, British Columbia

V8G 4E1

(the "Regional District")

OF THE FIRST PART

AND:

(the "Contractor")

OF THE SECOND PART

WHEREAS:

1. The Regional District issued Invitation to Tender No. 2024-WS-13 for Churchill Drive Water Main Replacement on April 10, 2024.
2. The Contractor, in response to the Tender Document, submitted a Tender dated May 08, 2024.
3. The Contractor has agreed to provide the Work, and the Regional District has agreed to engage the Contractor to provide the Work on the terms and conditions set out in this Contract.

NOW THIS AGREEMENT WITNESSES that in consideration of the premises, the terms and conditions hereinafter contained, the sufficiency and receipt of which are hereby acknowledged, the parties covenant and agree each with the other as follows:

1.0 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless otherwise defined in this Contract, words and expressions shall have the meanings assigned to them in the Definitions enclosed with the Tender Document, and the following words shall have the following meanings:



"Contract" means this Form of Contract for Construction & Commissioning of PW#4, once executed by the Regional District and Contractor, describing the scope, terms, and conditions of the Work, including its recital clauses and any Schedules attached to it;

"Effective Date" means the date on which the Contract commences, in accordance with the Notice to Proceed;

"Force Majeure" means any event or circumstance not within the reasonable control of the party claiming the Force Majeure which prevents or delays that party from meeting an obligation hereunder and including:

- (a) acts of God, including wind, ice and other storms, lightning, floods, earthquakes, volcanic eruptions and landslides;
- (b) epidemics, war (whether or not declared), blockades, acts of public enemies, acts of sabotage or terrorism, civil insurrections, riots and civil disobedience;
- (c) acts or omissions of federal, provincial, or local governments (other than the Regional District) or any of their boards or agencies (other than boards or agencies of the Regional District), including delays of regulatory process and orders of a regulatory authority or Court of competent jurisdiction; and
- (d) explosion, fires, or mechanical breakdowns; but does not include the following:
 - (e) strikes, lockouts and other industrial disturbances;
 - (f) lack of funds.

"Notice to Proceed" means a written notice given by the Regional District to begin the Work on a specified effective date, such notice to be given to the Contractor not less than 21 days prior to the Effective Date;

"Tender" means the Contractor's Tender submission in response to the Tender Document ITT #2024-WS-13 dated April 10, 2024.

"Term" means the term of this Contract, as specified in Section 2.

1.2 Gender, Number and Other Terms

In this Contract, unless the context otherwise requires, words importing the masculine and singular include the feminine and plural and vice versa and words importing a corporate entity include individuals and vice versa.

1.3 Reference to Enactments

Unless otherwise stated, any reference to an enactment includes and is a reference to such enactment including amendments thereto and in force from time to time, and to any enactment that may supplement or supersede such enactment.

1.4 No Contra Proferentem

The language in all parts of this Contract shall in all cases be construed as a whole and neither strictly for nor strictly against either of the parties to this Contract.



1.5 Currency

Except where otherwise expressly provided, all monetary amounts in this Contract are stated and shall be paid in Canadian currency.

1.6 Governing Law and Attornment

This Contract shall be governed by and construed in accordance with the law of British Columbia and the laws of Canada applicable therein and all disputes and claims whether for damages, specific performance, injunction, declaration or otherwise, both at law and equity, arising out of, or in any way connected with this Contract will be referred to the Courts of British Columbia and each of the parties hereby attorns to the jurisdiction of the Courts of British Columbia.

1.7 Schedules

The following documents are attached hereto and together with this Form of Contract constitute the Contract:

Schedule "A" Instructions to Tenderers

Schedule "B" Form of Contract

Schedule "C" Form of Tender

Schedule "D" List of Contract Drawings

Schedule "E" Supplementary General Conditions

Schedule "F" Project Specific Supplementary Conditions

1.8 Cross-References

Unless otherwise stated, a reference in this Contract to a designated article, section, subsection, paragraph, or other subdivision or to a Schedule is to the designated article, section, subsection, paragraph, or other subdivision of, or Schedule to this Contract (or Schedule to the Tender Document, as the context requires).

1.9 Approval

A requirement in this Contract that a party provide approval or consent means that approval is not to be unreasonably withheld or delayed unless the paragraph specifies that the approval is to be in the sole discretion of a party, in which case approval is to be in the exclusive, complete, and unfettered discretion of the party.

1.10 Conflict

If there is any inconsistency or conflict between the provisions of the documents forming the Contract, then the documents shall govern and take precedence in the following order:

- a) Schedule "B"- Form of Contract
- b) Supplementary General Conditions
- c) General Conditions *



- d) Supplementary Specifications
 - i. Project Specific Supplementary Specifications
 - ii. Project Specific Supplementary Payment Procedures
- e) Specifications *
- f) Supplementary Standard Detail Drawings
- g) MMCD Standard Detail Drawings *
- h) MMCD Supplemental Updates (available at mmcd.net)
- i) Schedule "C" – Form of Tender
- j) Schedule "D" – List of Contract Drawings
- k) Schedule "A" - Instructions to Tenderers
- l) Instructions to Tenderers – Part II *
- m) Addenda issued during the tender process.

NOTE: The documents noted with * are contained in the "Master Municipal Construction Documents - Platinum Edition Volume II", Printed 2009.

1.11 Headings

The headings in this Contract are inserted for convenience and reference only and in no way define, limit, or enlarge the scope or meaning of this Contract or any provision of it.

2.0 SCOPE OF CONTRACT

The Contractor shall provide, at its own expense, all materials, supervision, labor, vehicles, equipment, and all else necessary for or incidental to the proper execution of the Work required under this Contract and associated Schedules for the Churchill Drive Water Main Replacement, including:

1. 190 m of 200 mm C900 PVC piping, connecting to the existing system.

2.1 Project Location

Churchill Drive, Thornhill, BC.

2.2 Standard of Work

The Contractor shall perform the Work without negligence, and with that degree of care, skill and diligence normally provided by contractors having similar qualifications in the performance of duties of a similar nature to those contemplated in this Contract. Without limiting the foregoing, the Contractor shall perform the Work in a timely manner and in strict accordance with the requirements set out in this Contract.

3.0 REGIONAL DISTRICT'S REPRESENTATIVES

The Manager and their delegates will be the Regional District's Representatives during the period of execution and will observe the Work in progress on behalf of the Regional District for the



purposes of ensuring that the Contractor execute the work in a satisfactory condition and for ensuring that the Work has been satisfactorily carried out.

The Regional District's Representatives will have the authority to stop the Work whenever such stoppage may be necessary, in their opinion, to ensure safety and the proper execution of the Work in accordance with the provisions of the Contract. The Regional District's Representatives may issue directions to the Contractor through written notice to ensure the proper execution of the Work in accordance with the provisions of the Contract.

4.0 SUPERVISION AND LABOUR

4.1 Contractors' Supervisors

The persons appointed by the Contractor to oversee its operations at the work site (the "Supervisors") shall be responsible for the direct supervision of Contractor's employees, Contractor's sub-contractors and all other personnel engaged in the Work, and for ensuring that the terms of the Contract are adhered to.

The Contractor shall name the Supervisors in the Form of Tender. The Supervisors shall be satisfactory to the Regional District and shall not be changed except for good reason and only if approved by the Regional District.

The Supervisors must be capable of speaking, reading, and writing the English language, and any explanations, orders, instructions, directions, and requests given by the Regional District to a Supervisor shall be deemed to have been given to the Contractor.

5.0 PERSONNEL

5.1 The Contractor shall engage, as Supervisors, subcontractors, employees, representatives, and agents only competent individuals who possess the skills, training, experience, and certification required to perform their duties. Without limiting the generality of the foregoing, the Contractor shall not engage any person for the purposes of this Agreement who is unfit, incapable, or unskilled, or who is not trained to meet the requirements of the particular job.

Employees of the Contractor engaged in performing the Work shall be certified. All staff shall be trained in WHMIS (Workplace Hazardous Materials Information System) and hold a First Aid Level 1 Certificate. Supervisors and those personnel interfacing with the public shall have Public Service Training and be capable of speaking and reading the English language and must have basic computer skills, specifically Microsoft Word and Excel.

5.2 The Contractor shall maintain good discipline among all employees, subcontractors, agents, and representatives who perform Work under this Agreement, and ensure that all such individuals conduct themselves in a courteous and professional manner.

5.3 The Contractor and the Contractor's personnel shall act in a manner consistent with good public relations practices when fulfilling the Contractor's obligations under this Agreement. Use of foul, abusive or threatening language and behavior is strictly forbidden.

6.0 SPILLS



- 6.1 The Contractor shall provide spill containment for all fuel tanks and lubricant storage on site. Spill containment shall be in accordance with the Ministry of Water, Land and Air Protection Transportation & Storage 3rd Edition, February 2002 A Field Guide to Fuel Handling,
- 6.2 The Contractor shall provide the Regional District with a copy of its Spill Containment Policy within 7 days prior to the commencement of the Work under the Contract.
- 6.3 Any and all hydrocarbon spills or other hazardous waste spills must be reported to the Contractor's office and the Regional District immediately.
- 6.4 If necessary, at the Regional District's discretion, the Contractor shall retain the Work of a qualified Contractor to properly clean up the spill. The cost to clean the spill (including contracted Work) will be borne by the Contractor.

7.0 REPORTING

- 7.1 The Regional District may at any time request the Contractor to produce for inspection records/reports relating to the provision of the Work. The Regional District may copy such records/reports as it deems appropriate.

8.0 REGIONAL DISTRICT ACCESS AND INSPECTION OF WORK

8.1 Access

The Regional District reserves the right at any time during the execution of the work, without notice, and for any purpose whatsoever, to access location at which the Work is being performed.

8.2 Inspection of the Work

The Regional District may, at its sole and absolute discretion, inspect the Work or elsewhere for compliance with the terms and conditions of this Agreement, and for the purpose of promoting effective execution and completion of the Work. Such inspection, or lack thereof, will not relieve the Contractor of its responsibility to perform the Work in accordance with this Agreement.

8.3 Meetings

Regular meetings between the Regional District and Contractor will be held a minimum of every week. The Contractor shall be available for additional meetings at the Regional District's request.

9.0 TERMINATION

9.1 Termination by Regional District

The Regional District may, by written notice to the Contractor, and without limiting any other right or remedy it may have, immediately terminate the Contract in any of the following circumstances:

1. If the Contractor is in default in the performance of any of its material obligations set forth in this Agreement, then the RDKS may, by written notice to the Contractor, require such default to be corrected. If within thirty (30) days after receipt of notice such default is not corrected or reasonable steps to correct such default have not been taken, the RDKS may, without limiting any other right it may have, immediately terminate this



Agreement and shall pay the Contractor for the services rendered and disbursements incurred by the Contractor to the date of termination, less any amounts necessary to compensate the RDKS for damages or costs incurred by the RDKS or by any person employed by or on behalf of the RDKS arising from the Contractor's default.

2. If for any reason the Contractor is unable to provide the services using the individuals named in the Proposal and set forth in this Agreement (other than by reason of reasonable annual vacation time or short term temporary absence because of illness, or are no longer employed by the Contractor) the RDKS may, by written notice to the Contractor, without limiting any other right it may have, immediately terminate this Agreement and shall pay the Contractor for the services rendered and disbursements incurred by the Contractor to the date of termination, less any amounts necessary to compensate the RDKS for damages or costs incurred by the RDKS or by any person employed by or on behalf of the RDKS arising from the Contractor's default.
3. If the RDKS is unwilling or unable to proceed with the Project, the RDKS may terminate this Agreement by giving fifteen (15) days prior written notice to the Contractor. Upon receipt of such written Notice, the Contractor shall perform no further services other than those reasonably necessary to close out his or her services. In such an event the Contractor shall be paid by the RDKS for all services performed and for all disbursements incurred pursuant to this Agreement and remaining unpaid as of the effective date of such termination.
4. If the Contractor becomes insolvent or is assigned into bankruptcy, the RDKS may immediately terminate this Agreement.
5. If the Contractor assigns or subcontracts part or all of the work of the services to another person, without the RDKS's consent, the RDKS may immediately terminate this Agreement

10.0 REGIONAL DISTRICT'S RIGHT TO CORRECT DEFICIENCIES

10.1 Upon failure of the Contractor to perform the Work in accordance with the Contract, and after five (5) days written notice to the Contractor or without notice if an emergency or danger to the Work or public exits, the Regional District may, without limiting any other right or remedy it may have, correct such deficiencies of the Contractor. The cost of work performed by the Regional District to correct deficiencies shall be paid by the Contractor, or the Regional District may deduct the cost thereof from the payment then or thereafter due to the Contractor, or draw upon the Performance Security for that purpose, or both.

10.2 If the Regional District is entitled to terminate or suspend the Contract under Section 10.0 or 11.0, the Regional District may, without limiting any other right or remedy it may have, correct the default of the Contractor, and deduct the cost thereof from the payment then or thereafter due to the Contractor, or draw upon the Performance Security for that purpose, or both.

10.3 Rejection of Work

The Regional District may reject materials, procedures, workmanship, and any Work performed



under this Agreement if such materials, procedures, workmanship, or Work fails to comply with the terms or conditions of this Agreement; furthermore, the Regional District may order the Contractor to stop Work until the materials, procedures, workmanship, or Work complies with the terms and conditions of this Agreement.

10.4 Testing

If the Regional District's instructions, any laws, or any authority requires any Work to be tested or approved, the Contractor will provide the Regional District with timely notice of its readiness for inspection or testing, and if the inspection or testing is by an authority other than the Regional District, of the date fixed for such inspection.

11.0 ENVIRONMENTAL RESPONSIBILITY

The Contractor shall use environmentally sensitive products and methods of performing the Work wherever possible. The Contractor shall make every effort to reduce greenhouse gas emissions and shall refrain from idling equipment when not in use. The Contractor shall advise the Regional District whenever the Contractor identifies potential for using materials or methods of performing the Work that might prevent or mitigate adverse environmental impact. Without in any way limiting the foregoing, the Contractor shall receive and process the Regional District's waste materials in a manner that minimizes environmental impacts and promotes re-use of recyclable materials.

12.0 SAFETY AND PROTECTION OF PERSONS AND PROPERTY

12.1 Safety

The Contractor alone shall at all times be responsible for the safety of its employees in the Work and for the safety, adequacy, efficiency and sufficiency of its equipment and its method of executing the Work of this Contract. The Contractor is also responsible for ensuring the safety of the Public using the service.

The Contractor agrees, at the Contractor's own expense, to procure and carry or cause to be procured and carried and paid for, full WorkSafeBC coverage for the Contractor and all workers, employees, servants, and others engaged in or upon any Work which are the subject of this Contract. The Contractor agrees that the Regional District has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the Regional District to the Contractor. The Regional District shall have the right to withhold payment under this Contract until the WorkSafeBC premiums, assessments, or penalties in respect of Work performed in fulfilling this Contract have been paid in full.

The Contractor agrees that the Contractor is the Prime Contractor with respect to the project for the purposes of section 118 of the *Workers Compensation Act* and regulations thereunder.

The Contractor shall have an occupational health and safety plan (Safety Manual) acceptable to WorkSafeBC and the Regional District. The Contractor shall ensure that all WorkSafeBC safety rules and regulations are observed during performance of this Contract, not only by the Contractor but by all subcontractors, workers, material persons and others engaged in the performance of this Contract. The Contractor shall be responsible for coordination of safety and



health pursuant to the *Workers Compensation Act* and regulations thereunder.

The Contractor shall provide the Regional District with the Contractor's WorkSafeBC registration number and a letter from WorkSafeBC confirming that the Contractor is registered in good standing with WorkSafeBC and that all assessments have been paid to the date thereof prior to the Regional District having any obligation to pay monies under this Contract, and at any time thereafter upon request by the Regional District.

The Contractor shall indemnify the Regional District and hold harmless the Regional District from all manner of claims, demands, costs, losses, penalties, and proceedings arising out of or in any way related to unpaid WorkSafeBC assessments owing from any person or corporation engaged in the performance of this Contract or arising out of or in any way related to the failure to observe safety rules, regulations, and practices of WorkSafeBC, including penalties levied by WorkSafeBC.

12.2 Orders Under the Workers Compensation Act

In any case where, pursuant to the provisions of the *Workers Compensation Act* or regulations thereunder, an order is given to the Contractor or one of its subcontractors to cease or modify its operations carried out under this Agreement because of failure to install or adopt safety devices, appliances or methods as directed or required by WorkSafeBC, the *Workers Compensation Act* and regulations thereunder, or because conditions of immediate danger exist that would be likely to result in injury to any person, the Contractor shall respond to the order and immediately notify the Regional District that the order has been issued. If the Contractor is not available or capable of removing the danger to life or equipment resultant from the Contractor's operations, then the Regional District may issue written notice to the Contractor and may immediately arrange for the removal of this danger and the Contractor shall be liable for the costs of such arrangements, but such act by the Regional District shall not relieve the Contractor of responsibility for injury, loss of life or damage which may occur in that situation.

12.3 Refusal to Comply With Order

In the event that the Contractor refuses or fails to comply with an order under the *Workers Compensation Act* or any regulations thereunder so that the performance of the Work is stopped, the Regional District may, upon written notice, hold the Contractor in default of this Agreement.

12.4 Accidents and Incident Reports

- (a) The Contractor shall promptly prepare incident reports, in writing to the Regional District that report all accidents of any sort arising out of or in connection with the performance of the Work whether on or adjacent to the project site, giving full details and statements of witnesses. If death or serious injuries or damages are caused, the accident shall be immediately reported to 911 and promptly reported by the Contractor to the Regional District.
- (b) If a claim is made by anyone against the Contractor or any sub-contractor resulting from any accident, the Contractor shall promptly report the facts in writing to the Regional District, giving full details of the claim.



12.5 Emergency Response

The Contractor or a Supervisor will be required to respond to any emergencies at the project site. These could include but are not limited to break-ins, floods, fires, acts of vandalism and violence, etc.

13.0 TERMS AND CONDITIONS

13.1 Insurance

In addition, within 10 business days of written Notice of Award of the Contract, the contract must provide the following insurance with limits not less than those shown in respective items following:

- (a) Comprehensive Public Liability Insurance and Property Damage Insurance providing coverage not less than FIVE MILLION (\$5,000,000.00) DOLLARS inclusive against liability for bodily injury or death and/or damage to property on an all-risk occurrence basis.
- (b) Motor Vehicle Insurance for public liability and property damage providing coverage up to **THREE MILLION (\$3,000,000.00)** DOLLARS inclusive on owned, non-owned or hired vehicles;
- (c) Complete Operations coverage on an all-risk occurrence basis up to **THREE MILLION (\$3,000,000.00)** DOLLARS inclusive against liability for bodily injury, death and/or damage to property of others arising out of the existence of any condition in the Work; and
- (d) WorkSafeBC coverage

The Contractor shall provide the Regional District with the Contractor's WorkSafeBC registration number and a letter from WorkSafeBC confirming that the Contractor is registered in good standing with WorkSafeBC and that all assessments have been paid to the date thereof prior to the Regional District having any obligation to pay monies under this Contract. More details on employee safety and WorkSafeBC coverage are provided in Section 15.0.

In the policies of insurance providing Comprehensive Public Liability Insurance, Property Damage Insurance and all risk insurance coverage called for by this clause, the Regional District shall be named as an additional insured, and all such insurance shall contain a provision that the insurance shall apply as though a separate policy had been issued to each insured, as well as a cross liability and waiver of subrogation clause in favor of the Regional District. In all such policies, each subcontractor engaged in the Work shall be named as an additional insured in respect of the performance of the Work, and each such policy shall provide that no expiry, cancellation or material change in the policy shall become effective until after thirty days' notice of such cancellation or change shall have been given to the Regional District by registered mail, and the Contractor shall, upon demand of the Regional District, deliver over to the Regional District all such policy or policies of insurance and the receipts for payment of premiums thereon; and should the Contractor neglect to so obtain and/or maintain in force any such insurance as aforesaid, or fail to deliver such policy or policies and receipts to the Regional District, then it shall be lawful for the Regional District to obtain and/or maintain such insurance,



and the Contractor hereby appoints the Regional District its true and lawful attorney to do all things necessary for this purpose. All monies expended by the Regional District for insurance premiums under the provisions of this article shall be charged to the Contractor.

No insurance provided or maintained by the Contractor shall relieve the Contractor from the application of or limit the obligations of the Contractor under Section 16.2.

13.2 Compliance With Laws

The Contractor shall comply with all statutes, regulations, bylaws, orders of authorities having jurisdiction, and principles of common law and equity applicable to the performance of the Work and the fulfillment of the Contractor's duties and obligations under this Contract, including without limitation the bylaws of the Regional District, and the *Workers Compensation Act*.

The Contractor must provide the Regional District with its G.S.T. number.

13.3 Permits, Fees, Licenses, Laws, Notices, etc.

The Contractor shall apply for and pay for all permits or licenses lawfully required for execution of the Contract.

The Contractor shall, at all times execute the work in full compliance with the applicable regulations, and all applicable Federal and Provincial regulations and Regional District bylaws.

13.4 Execution and Completion of Contract

The Contractor shall, at its own expense, unless it is expressly stipulated to the contrary, provide, supply, observe, perform, and do everything which, in the opinion of the Regional District, may be required for the execution and completion of this Contract.

13.5 Changes in the Work

The Regional District, without invalidating the Contract, may make changes by altering, adding to, or deducting from the Work. The Contractor shall proceed with the Work as changed, and the Work shall be executed under the provisions of the Contract.

The Contractor shall not make any alteration or variation in, or addition to, or deviation or omission from the terms of this Contract unless it shall first have received the written consent of the Regional District, and no claims for additional compensation shall be valid unless the change was so ordered.

If, in the opinion of the Regional District, such changes affect the Contract price, the price will be adjusted at the time of ordering the changes. The value of the addition or deduction from the Contract price, and the method of determining such value, shall be decided by the Regional District, and may be based upon negotiated unit prices or combinations of unit prices in the Tender, by unit prices submitted by the Contractor and accepted by the Regional District, by lump sum submitted by the Contractor and accepted by the Regional District, or by such other method as the Regional District considers reasonable in the circumstances.

13.6 Failure of the Regional District to Act Not a Waiver of Its Rights

No action or want of action on the part of the Regional District at any time to exercise any rights



or remedies conferred upon it under this Contract shall be deemed to be a waiver on the part of the Regional District or any of its said rights.

13.7 Oral Agreements

No oral instruction, objection, claim or notice by any party to the other shall change or modify any of the terms or obligations contained in the Contract and none of the provisions of the Contract shall be held to be waived or modified by reason of any act whatsoever, other than by an agreed waiver or modification thereof in writing.

13.8 Assignment

This Contract shall not be assigned, nor shall the said Work or any part thereof be subcontracted without the written consent of the Regional District to every such assignment or subcontract.

13.9 Subcontractors

Where subcontracting is permitted by the Regional District, the Contractor shall be held as fully responsible to the Regional District for the acts and omissions of its subcontractors and of persons directly or indirectly employed by it, as for the acts and omissions of persons directly employed by the Contractor. The Contractor agrees to bind every subcontractor to the conditions, specifications, and drawings applicable to its Work.

13.10 Payment of Accounts by Contractor

The Contractor shall pay any and all accounts for labor, services and materials used by it during the fulfillment of this Contract as and when such accounts become due and payable and shall furnish the Regional District with proof of payment of such accounts in such form and as often as the Regional District may require. Should payment of such accounts not be made when and as the same become due the Regional District shall be at liberty to pay the same and all monies so paid by the Regional District shall be charged to the Contractor.

13.11 Monies Charged to the Contractor

Everything charged to the Contractor under the terms of this Contract shall be paid by the Contractor to the Regional District on demand. Payments made by, or expenses charged to, the Regional District for which the Contractor is responsible under the terms of this Contract may be deducted by the Regional District from any monies due or to become due to the Contractor. In the event that the amount is greater than that owing to the Contractor, the Regional District may then demand payment of the difference and the Contractor shall forthwith pay such difference or the Regional District may recover the amount owing from the Contractor's surety or sureties.

13.12 Monthly Invoicing

1. The RDKS shall pay to the Contractor, within thirty (30) days of receipt of an invoice from the Contractor, the amount owing for services and disbursements incurred to the date of the invoice by the Contractor, as permitted by this agreement.
2. The RDKS shall reimburse the contractor for only those disbursements and expenses listed in the Proposal, and



3. Except as otherwise agreed in writing, the RDKS shall not be liable to pay or reimburse the Contractor for any other disbursement or costs incurred or expenditures made in performing the services, other than those disbursements, costs and expenditures expressly authorized under this agreement. The total disbursements, costs and expenses payable by the RDKS shall not exceed the estimate of expenses set out in the Proposal, unless authorized in an approved change order executed by the RDKS.
4. The Contractor shall keep and maintain accurate time sheets, proper accounts, and records of all expenditures in connection with the services under this Agreement, and these shall at all times be open to audit and inspection by the authorized representative of the RDKS.
5. The Contractor shall submit monthly statements and vouchers to the RDKS to verify all reimbursable disbursements and expenses.

14.0 NOTICE

1. The provisions and Schedules herein constitute the entire Agreement between the RDKS and the Contractor and supersedes all previous expectations, understanding, communications, representations, and agreements whether verbal or written between the RDKS and the Contractor with respect to the subject matters hereof and may not be modified except by subsequent agreement in writing executed by the RDKS and the Contractor.
2. The RDKS may issue to the Contractor a change notice (a "Change Notice") to make changes to the work, omit part of the work, or require additional work. The Change Notice shall prevail over any other provision of this Agreement, in the event of an inconsistency between them. The RDKS and the Contractor shall appraise the value of the changes to the work specified by the Change Notice, and within sixty (60) days of receipt of the Change Notice, agree on the new price to be paid for the work or the reduction in the fee payable to the Contractor.

15.0 TIME

Time is of the essence of this Contract.

16.0 BINDING EFFECT

This Contract will ensure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

17.0 CUMULATIVE REMEDIES

No remedy under this Contract is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

18.0 RELATIONSHIP OF PARTIES

No provision of this Contract shall be construed to create a partnership or joint venture relationship, an employer-employee relationship, a landlord-tenant, or a principal-agent



relationship.

19.0 AMENDMENT

Except as provided in Section 13.5, this Contract may not be modified or amended except by the written agreement of the parties.

20.0 INTEGRATION

This Contract contains the entire agreement and understanding of the parties with respect to the matters contemplated by this Contract and supersedes all prior and contemporaneous agreements between them with respect to such matters.

21.0 SURVIVAL

All representations and warranties set forth in this Contract and all provisions of this Contract, the full performance of which is not required prior to a termination of this Contract, shall survive any such termination and be fully enforceable thereafter.

22.0 ENTIRE AGREEMENT

The whole agreement between the parties is set forth in this document and no representations, warranties, or conditions, express or implied, have been made other than those expressed.

23.0 SEVERABILITY

Each article of this Contract shall be severable. If any provision of this Contract is held to be illegal or invalid by a Court of competent jurisdiction, the provision may be severed, and the illegality or invalidity shall not affect the validity of the remainder of this Contract.

24.0 COUNTERPART

This Contract may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Contract.

25.0 DISPUTE RESOLUTION

Any dispute under this Contract may, with the agreement of the parties, be submitted for arbitration pursuant to the provisions of the *Arbitration Act*.



IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

Contractor

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP, OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(Name)

Title

Regional District of Kitimat Stikine (Owner)

(AUTHORIZED SIGNATORY)

(Name)

(AUTHORIZED SIGNATORY)

Title



SCHEDULE "C"

Form of Tender



REGIONAL DISTRICT OF KITIMAT-STIKINE

Churchill Drive Water Main Replacement

FORM OF TENDER Appendix "A": SCHEDULE OF QUANTITIES AND PRICES

Item #	Spec		Item Description	Unit	Quantity	Unit Price (CAD)	Amount
General Requirements							
1.01	01 33 01	SSpec	Survey Layout and Record Survey	LS	1		
1.02	01 53 01	SSpec	Mobilization/Demobilization	LS	1		
1.03	01 55 00	SSpec	Traffic Control & Management	LS	1		
Water Main Replacement							
2.01	31 23 01	SSpec	Unsuitable Trench – remove and disposal off-site, replace with 150mm minus – as directed by CA				
2.02		SSpec	Sitework, Demolition, Resolution, Removal				
			a) Asphalt Milling- Removal, haul and dispose – All depths C/w saw cuts as required	sqm	130		
2.03	32 11 16.1	1.4.3	Granular Subbase, 300mm thickness – 75mm minus, SGSB -haul, place, compact	sqm	130		
2.04	32 11 23	1.4.2	Granular Base, 150mm thickness - 19mm minus Crush - haul, place, compact	sqm	130		
2.05	32 12 16	SSpec	Asphalt Pavement, 75mm thickness	sqm	130		
2.06	33 11 01	1.8.1	Water main all Depth Supply and Install	lm	190		
			a) 200 mm PVC C-900				
2.07	33 11 01	1.8.3	Pipe Bends Supply and install c/w Thrust Blocks				
			a) 200 mm HxH 45deg PVC bend c/w thrust block	each	2		
			b) 200 mm HxH 11.25 deg PVC bend c/w Thrust Block & HxH coupler	each	1		
2.08	33 11 01	1.8.3	Cross, supply and install c/w Thrust Block				
			a) 250x250x200x200 mm FxFxF cross	each	1		
2.09	33 11 01	1.8.3	Valves, supply and install				
			a) 200 mm FxH valve c/w valve box and risers	each	1		
2.10	33 11 01	1.8.3	Reducer Supply and install				
			a) 200x150 mm HxF reducer	each	1		



2.11	33 11 01	1.8.14	Hydrant and valve Supply and install c/w Thrust blocks				
			a) 150 mm Canada Valve Hydrant with 150 mm gate valve c/w valve box and Risers	each	1		
2.12	33 11 01	1.8.4	Saddles, supply and install				
			200 mmx 19 mm Saddles	each	13		
2.13	33 11 01	1.8.4	Corporation stop, supply and install				
			19 mm corporation stop	each	13		
2.14	33 11 01	1.8.4	Curb stop, supply and install				
			19 mm curb stop c/w curb box	each	13		
2.15	33 11 01	1.8.4	Copper pipe, supply and install				
			19mm copper water pipe	lm	250		
2.16	33 11 01	1.8.13	Tie in to existing watermain (see drawing 2302710-000-1100-004)	LS	1		
2.17	31 22 01	1.4.1	Topsoil striping and replacement	sqm	200		
2.18	SSpec		Driveway reinstallation	each	8		



REGIONAL DISTRICT OF KITIMAT-STIKINE

Churchill Drive Water Main Replacement

FORM OF TENDER Appendix "B": PRELIMINARY CONSTRUCTION SCHEDULE

INDICATE SCHEDULE WITH GRANTT CHART WITH MAJOR ITEM DESCRIPTIONS AND TIME

Activity	CONSTRUCTION SCHEDULE															
	(weeks from start date)															
	2	4	6	8	10	12	14	16	18	20	22	24	26	28	30	32



REGIONAL DISTRICT OF KITIMAT-STIKINE
Churchill Drive Water Main Replacement

FORM OF TENDER Appendix "C": TENDERER'S EXPERIENCE/REFERENCES IN SIMILAR WORK

PROJECT/YEAR	OWNER / CONTACT NAME PHONE and FAX	WORK DESCRIPTION	VALUE (\$)
	Owner / Contract _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Phone () _____ Fax () _____		



REGIONAL DISTRICT OF KITIMAT-STIKINE

Churchill Drive Water Main Replacement

FORM OF TENDER Appendix "D": TENDERER'S SUPERVISORY PERSONNEL

Name:

Experience:

Dates:

Project Name:

Responsibility:

References:

Dates:

Project Name:

Responsibility:

References:



REGIONAL DISTRICT OF KITIMAT-STIKINE

Churchill Drive Water Main Replacement

FORM OF TENDER Appendix "E": SUBCONTRACTORS

TRADE	SUBCONTRACTOR NAME	PHONE NUMBER
General Requirements		
Water Main Replacement		
OTHER: (Please Specify)		



REGIONAL DISTRICT OF KITIMAT-STIKINE

Churchill Drive Water Main Replacement

FORM OF TENDER Appendix "F": TENDER SUMMARY

CLOSING DATE: May 08, 2024, at 2:00p.m.

TENDERER: _____

Total Tender Sum

Grand total as listed in the Schedule of Quantities and Prices.

Grand total price: \$ _____,



SCHEDULE "D"

LIST OF CONTRACT DRAWINGS



Schedule I List of Contract Drawings

(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.)

TITLE	DWG. NO.	DATE	REV. NO.	REV. DATE
COVER PAGE	2302710-000-1100-00T	24/03/08	0	24/03/08
CIVIL DRAWINGS				
ORTHOPHOTO OF PROJECT SITE	2302710-000-1100-001	24/03/08	0	24/03/08
SITE PLAN	2302710-000-1100-002	24/03/08	0	24/03/08
WATER PLAN AND PROFILE	2302710-000-1100-003	24/03/08	0	24/03/08
WATER PLAN AND PROFILE	2302710-000-1100-004	24/03/08	0	24/03/08
GENERAL NOTES & DETAILS	2302710-000-1100-005	24/03/08	0	24/03/08



SCHEDULE "E"

SUPPLEMENTAL GENERAL CONDITIONS



The General Conditions for this project are contained in the Master Municipal Construction Documents (MMCD) Platinum Edition Volume II, 2009, except as specified in the following Supplementary General Conditions and MMCD Supplemental Updates (see Schedule 1 of the Agreement). These Supplementary General Conditions take precedence over the applicable MMCD General Conditions.

1.0 Definitions

1.21 Contract Administrator ‡

SGC 1.21.1 Delete GC 1.21.1 and replace with the following:

“**Contract Administrator**” means the person appointed by the *Owner* and identified by the *Owner* in writing to the *Contractor*. The *Contract Administrator* may be an officer of the *Owner*, a direct employee of the *Owner*, an officer or employee of the consultant who designed the *Work* for the *Owner*, or an independent consultant.

1.30 Deleted Items ‡

SGC 1.30.1 Delete GC 1.30.1 “deleted items”

1.48 Optional Work

Add SGC 1.48.2 as follows:

- .2 Pricing for Optional Work shall not include any general overhead costs or profit not directly related to the Optional Work.

2.0 DOCUMENTS

2.2 Interpretation ‡

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

- (i) Standard Detail *Drawings*

3.0 CONTRACT ADMINISTRATOR

3.4 Inspection and Site Inspector ‡

SGC 3.4.5 – 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.



4.0 CONTRACTOR

4.3 Protection of *Work*, Property and the Public

SGC 4.3.4 - Add the following paragraphs:

- (4) Expose all connection points and crossing locations for proposed utilities at least one week prior to construction at each site and notify the Contract Administrator of the exact location and elevation of the connection points and crossing utilities for design confirmation. If this confirmation is not completed as specified, then the *Contractor* will not be eligible for any delay claims or extra costs incurred by conflicts or changes necessary to complete the related operations. Payment for pre-exposing of utilities will be incidental to payment for utility work unless shown otherwise in the Schedule of Quantities and Prices.

4.6 Construction Schedule

SGC 4.6.2 - 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 - 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 *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 – Add SGC 4.6.8 as follows:

- .8 In preparing and updating the *Baseline Construction Schedule*, the *Contractor* shall respect and adhere to the following project scheduling considerations and constraints:
 - (1) The *Contractor* is permitted to *Work* between the hours of 7:00am to 10:00pm, Monday to Saturday. No *Work* is to occur on Sundays or Statutory Holidays, without prior approval.

4.12 Tests and Inspections

SGC 4.12.4 - Add the following:

As a minimum, the *Contractor* shall perform at their own cost all tests, inspections and approvals of the *Work* necessary for *Quality Control* to ensure materials, products and workmanship are in strict conformance with the *Contract Documents*. The Contractor shall provide the results of such tests, inspections and approvals to the Contract Administrator upon



request.

SGC 4.12.6 (2) - Add the following:

Notwithstanding the above:

For Quality assurance purposes, where compaction and material testing services are required, the *Owner* may appoint a material testing subcontractor. The Owner shall pay for such compaction and material testing, except that the Contractor shall be required to pay for any compaction and material testing that is:

- re-testing of areas where previous tests failed;
- required to verify the acceptability of corrected work; or
- performed exclusively for the contractors convenience.

In all cases, the Contractor is responsible to facilitate and provide access to all *Works* for the purpose of inspection and testing.

Add SGC's 4.12.11 and 4.12.12 as follows:

- .11 The Owner will retain and pay for the services of a mutually agreed upon independent testing agency to complete proctor testing in the event of a dispute between quality control and quality assurance test results. The results of the independent testing agency will be considered conclusive.
- .12 The cost of failed tests due to non-compliance of the work with the minimum requirements of materials and workmanship shall be paid for by the Contractor. The costs of extra tests will be calculated by the Contract Administrator, based on the invoices submitted to the Owner for testing and will be subtracted from the monthly progress payment.

6.0 OTHER CONTRACTORS

Add the following:

SGC 6.4 Shallow Utility Work By Others

- 6.4.1 Utility removal, relocation, adjustment or upgrading work may be required to be completed by others within the work area during the project. The Owner reserves the right to make changes in the design and scope of work as a result of conflicting utilities if required. Standard Contract clauses for Changes will apply.
- 6.4.2 The Contractor shall coordinate work with the District Utilities, Gas, Electrical and Communication Companies as required for any conflicts, adjustments or protective measures. The Contractor shall permit and accommodate other contractors or companies working within the site on shallow utility work or other utility improvements. Contractor shall remain the Prime Contractor as per GC 21.2.

7.0 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* 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*.

9.0 VALUATIONS OF CHANGES AND EXTRA WORK

9.4 Quantity Variations

SCG 9.4.1 - Delete GC 9.4.1 and replace with the following: ‡

- .1 If for any reason, including an addition or deletion under GC 7.1.1(1) or GC 7.1.1(2) respectively, the actual quantity of a unit price item varies by more than plus or minus the *Variance Threshold Percentage* from the estimated quantity for that unit price item as listed in the *Schedule of Quantities and Prices* (the "*Tender Quantity*") or as otherwise agreed to pursuant to these *Contract Documents*, then either the *Owner* or the *Contractor* may by written notice request the other party to agree to a revised unit price, considering the change in quantities. A party shall make a request for a revised unit price as soon as reasonably possible after the party concerned becomes aware of the quantity variation.

Delete GC 9.4.2 (2) and replace with the following: ‡

- (2) If there is an overrun in the estimated quantity, GC 9.4.3 (2) shall apply to the overrun.

Delete the following portion of GC 9.4.2:

"For reference see Instructions to Tenderers, paragraph 17 regarding prices for *Optional Work*."

10.0 FORCE ACCOUNT COSTS

Delete GC 10.1.1(4) and replace with the following: ‡

- (4) Force Account Work Performed by a Subcontractor shall be paid for in the lesser of: (i) the amount as provided by subparagraphs (1), (2) and (3) of this GC, plus a markup of 5%, or (ii) the actual amount the Contractor pays the Subcontractor including a markup of 10% on such actual cost to cover all overhead and profit.

Add SGC 10.1.2 as follows:

- .2 Within 15 Days of receipt of the written Notice of Award, the Contractor shall deliver a **Force Account Rate Schedule** to the Owner. The Force Account Rate Schedule shall include hourly rates for all Labour and Equipment intended to be used in completion of the works. These hourly rates are to be 'all-inclusive', or 'all-found'. Labour rates are to be inclusive of wages, insurance, holiday pay, benefits, small tools, overhead, and profit. Equipment rates are to be inclusive of operator, overhead, and profit. Equipment rates are not to exceed BC Road Builders current Blue Book rates.

If the Owner is in agreement with the **Force Account Rate Schedule** as submitted, written acceptance will be given by the Contract Administrator, and the payment for Force Account Work shall be calculated based on the rates included in the **Force Account Rate Schedule** instead of



the rates noted in General Conditions item 10.1.1.

However, if the Owner does not agree to the rates shown in **the Force Account Rate Schedule**, or if the Contractor utilizes Labour, Equipment, or Subcontractors whose rates are not shown in the **Force Account Rate Schedule**, then MMCD items 10.1.1 (1), (2), (3), and (4) will be used to determine applicable payment for Force Account Work.

12.0 HAZARDOUS MATERIALS

12.2 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).

17.0 DISPUTES

17.5 Referee ‡

SGC 17.5.2 (2) – Delete GC 17.5.2 (2) and replace with the following:

- (2) if the parties have not agreed upon a *Referee* within 3 Days of a submission of names by one party to the other as provided by GC 17.5.2 (1), then either party may request in writing the Master Municipal Construction Documents Association to appoint the *Referee*. The Association will have the authority to appoint a *Referee* without further consultation with the parties and the parties shall accept the Association's appointment. If for any reason the Association fails to appoint a *Referee* within 5 Days of the written request then such failure shall be deemed to be an agreement between the parties to omit a review of that *Dispute* by a *Referee* and a party may at the end of the 5 Days request a *Settlement Meeting* and proceed with the remaining steps in the *Dispute* resolution process as described in this GC.

18.0 PAYMENT

18.2 Supporting Documentation ‡

SGC 18.2.2– Delete GC 18.2.2 and replace with the following:

- .2 If requested in writing by the *Contract Administrator* the *Contractor* shall as a precondition to the issuance of the *Payment Certificate* provide a sworn declaration in a form acceptable to the *Contract Administrator*, that as of the date set out in the sworn declaration all amounts which have been incurred directly by the *Contractor* relating to the *Work* that are due and owing to third parties have been paid.

18.4 Holdbacks

SGC 18.4.2 - Delete GC 18.4.2 and replace with the following:

- .2 Defects and Deficiencies: In addition to other holdbacks as provided by the *Contract Documents*,



when considering *Substantial Performance*, the *Owner* may hold back from payments otherwise due to the *Contractor* 200% of a reasonable estimate, as determined by the *Contract Administrator*, on account of deficient or defective *Work* already paid for. This holdback may be held, without interest, until all deficiencies or defects are remedied. The items of defect or deficiency and the amounts of related holdbacks shall be listed separately on the *Payment Certificate*.

Add SGC 18.4.6 as follows:

- .6 At the time of *Substantial Performance* the *Contractor* is required to provide record drawing information that meets Section 01 33 01 – Project Record *Drawings*. Should the *Contractor* fail to provide the record drawing information, this will be taken to be a deficiency and the *Owner* may hold back \$5,000 from payments otherwise due to the *Contractor*. This holdback may be held until record drawing information is submitted and approved by the *Contract Administrator*, and the conditions of SGC 18.4.2 are met.

18.5 Payment

SGC 18.5.1 – Delete the words “15th Day” and replace with the words “30th Day,”

18.6 Substantial Performance

SGC 18.6.3 – Delete GC 18.6.3 (1) and replace with the following: ‡

- (1) a sworn declaration in a form in accordance with SGC 18.2.2; and;

SGC 18.6.4 – Delete GC 18.6.4 and replace with the following:

18.6.4 The *Contract Administrator* shall include the date of *Substantial Performance* in the *Certificate of Substantial Performance*. The date for *Total Performance* shall be 14 calendar days after the date of *Substantial Performance* unless otherwise agreed by the *Contract Administrator*.

SGC 18.6.5 – Add the following:

The *Contract Administrator* shall prepare a *Payment Certificate* for release of the lien holdback and the amount shall be due and payable in accordance with GC 18.5.1.

SGC 18.6.7 and 18.6.8 - Add SGCs 18.6.7 and 18.6.8 as follows:

- .7 If the *Contractor* is unable to complete a portion of the *Work* because of climatic or other conditions beyond the *Contractor's* reasonable control, and the *Work*, or a substantial part of it, is ready for use or is being used for the purpose intended, the uncompleted *Work* may be removed from the calculation for determination of Substantial Performance as outlined in SGC 18.6.8.
- .8 If uncompleted *Work* is removed from the calculation for determination of Substantial Performance as described in SGC 18.6.7, a new date for Substantial Performance and Total Performance for the remaining work will be established by the *Contract Administrator* in consultation with the *Contractor*. All Contract provisions for GC 13 Delays and GC 18 Payment shall apply to the remaining work.



21.0 WORKERS COMPENSATION REGULATIONS

21.2 Contractor is "Prime Contractor".

SGC 21.3 – Add the following:

21.3.3 Prior to commencing construction, Contractor to provide the following documents related to Asbestos Cement pipe removal/handling as required to meet Worksafe BC as necessary:

- Exposure Control Plan (Risk Assessments, Safe Work Procedures, Inventories of A/C Pipe);
- PPE and decontamination procedures;
- proper pipe wrap, labeling and disposal;
- submit Notice of Project – asbestos;
- plan developed by a qualified person (CIH, ROH, CSP, CRSP);
- training for all those working at the site (Moderate Level Asbestos Training);
- proper set up of work zone (protect works and the public); and
- fit testing (qualitative or quantitative).

22.0 INDEMNIFICATION

22.1 Contractor to Indemnify

Delete GC 22.1.1 and replace with the following:

- .1 The *Contractor* shall indemnify and hold harmless the *Owner* and the *Contract Administrator*, their agents, employees and elected officials from and against any claims, demands, losses, costs, damages, actions, including all costs and actual legal fees and disbursements, judgments, suits or proceedings by third parties (“Claims”) of any nature whatsoever directly or indirectly arising from any breach by the *Contractor* of any of its covenants and obligations under this *Contract* or any negligent or wilful act or omission of the *Contractor* or its agents, employees, *Subcontractors*, suppliers, invitee, or any other person for whom the *Contractor* is responsible at law. The *Contractor* shall be responsible, at its cost, for investigating, handling and defending any *Claims*.

Add SGC 22.1.2 as follows:

- .2 The *Contractor* shall indemnify the *Owner* from third party liability with respect to health care costs recoverable under the *Health Care Costs Recovery Act* arising out of the *Contractor’s* performance of the *Contract Work*.

26.0 EARLY USE OF THE WORK

26.3 Effect on Maintenance Period

SGC 26.3 - Delete GC 26.3.1 and replace with the following:

26.3.1 There will be no effect on the *Maintenance Period* if the *Owner* takes over and begins to use a portion of the *Work* before *Substantial Performance* is achieved. The *Maintenance Period* for all *Work* shall commence from the date of *Substantial Performance* of the *Contract*.

SCHEDULE 17.5.3 Letter Agreement with Referee [‡]

Add following Schedule 17.5.3 to Supplementary General Conditions:



Schedule 17.5.3

Letter Agreement with Referee

(Name and Address of *Referee*)

Contract:

Reference No.

BETWEEN:

(the "*Owner*")

AND:

(the "*Contractor*")

We write to confirm your appointment as a *Referee* under the above *Contract*. The terms of your appointment are as contained in GC 17.5 of the *Contract Documents*. The parties specifically confirm GC 17.5.5, GC 17.5.13 and GC 17.5.14.

We confirm that you agree to review any Disputes in accordance with the *Contract Documents* that may be sent to you by either of the parties, and perform the functions of a *Referee* as described in the *Contract Documents*. The written *Dispute* and related materials, including a copy of the *Contract Documents*, shall be forwarded to you.

We confirm that your daily/hourly rate for fees is \$_____. In addition to your invoiced fees the *Owner* will pay any and all reasonable disbursements incurred in providing your services.

Please submit your invoices on a monthly basis directly to the *Contract Administrator*. The *Owner* shall make payment within 20 calendar days of receipt.

Please confirm your agreement to the terms as set out in this letter by signing a copy of the enclosed letter and



returning it to the *Contract Administrator*.

Yours truly,

Authorized Signatory of *Owner*

Date

Authorized Signatory of *Contractor*

Date

Referee

Date

END OF SUPPLEMENTARY GENERAL CONDITIONS



SCHEDULE "F"

PROJECT SPECIFIC SUPPLEMENTAL SPECIFICATIONS



The Construction Specifications for this project are contained in the Master Municipal Construction Documents (MMCD) Platinum Edition Volume II, 2009, except as specified in the following Supplementary Specifications and MMCD Supplemental Updates (see 1.10 Conflict of Form of Contract). These Supplementary Specifications take precedence over the applicable MMCD Specifications.

If there is any inconsistency or conflict between the provisions of the Supplementary Specifications, then the Supplementary Specifications shall govern and take precedence in the order listed below.

CONTENTS

Project Specific Supplementary Specifications		No. of Pages
Section 01 10 00S	Special Provisions	5
Section 01 29 00S	Supplemental Payment Procedures	5
Section 01300	Submittals	4
Section 01600	Material and Installation	2
Section 11230	Testing	3



1.1 Project Record Documents – Section 01 33 01

- .1 Add the following to Cl. 1.7.1 – Recording Actual Site Conditions: All deep utilities must be recorded in 3 dimensions as work progresses for Record Drawing purposes and data submitted to C.A. on a weekly basis.

1.2 Traffic Control and Vehicle Access – Section 01 55 00

- .1 Churchill Drive is the only access road for servicing residential neighborhood. A minimum single lane alternating access with traffic control will be required at all times.

The Contractor will be required to provide a Traffic and Pedestrian Control Plan prior to construction commencing in “Rapid Plan” format as described in the MoT Traffic Control Manual for Work on Roadways (latest edition) and the MoT Traffic Management Guidelines for Work on Roadways (latest edition). Contractors must familiarize themselves with these documents in developing Traffic Control Plans for review by the Contract Administrator and relevant authorities.

All construction signage and traffic control must be in compliance with the above documents, and Bidders are advised not to underestimate requirements. The Contractor shall designate a Traffic Control Supervisor/Site Safety Officer responsible for site safety (pedestrian, wheelchair and vehicular) with specific training as identified in the MoT Traffic Control Manual and Work Safe BC.

The contractor must review signage identified in the Contractor’s Traffic Plan prior to construction and then on a daily basis.

The Contractor shall provide additional written notice to residents one day prior to property access restrictions. The content and form of the written notifications shall be reviewed and approved by the Contract Administrator prior to delivery. Access for local traffic shall be maintained at all times except when work is proceeding immediately adjacent to a property. Suitable access shall be defined as a bladed and comfortable driving surface sufficient to accommodate a standard two-wheel drive passenger vehicle, medic scooters and wheelchairs.

Public relations related to the Works and Traffic Control Plan are the responsibility of the Contractor and is considered incidental to the work, including all specified temporary traffic control signage, barriers and flag persons.

The Contractor shall provide daily notification and coordination as required with all emergency and public services including Transit, garbage collection, Canada Post, etc.

The Contractor must liaise daily with the residents fronting on the work regarding access restrictions and alternative access measures.

Well graded pedestrian access must be kept in a clean condition and open to pedestrian traffic at all times. Contractor will make provision at all times for adequate separation between public and work area hazards, active and inactive, such as construction equipment and excavations by means of delineation, barricades or fencing. Trenches, excavations left exposed overnight must be fenced to negate pedestrian access.



Traffic control devices overnight must have high intensity or diamond grade reflective qualities and flashing beacons. Where equipment enters or exits the work area, Traffic Control Persons shall be used.

Failure to comply with traffic control requirements will result in the OWNER coordinating and administering measures to ensure traffic or pedestrian safety at the Contractor's expense equal to cost, plus 15%.

All costs related to traffic control and safety are deemed to be included in the lump sums tendered.

1.3 Temporary Support of Power Poles – Division 26.56.01

- .1 Temporary support of power poles is not a separate pay item. Tenderers shall adjust their prices to ensure all costs associated with temporary support of power poles are accounted for within other payment items.

1.4 Excavating, Trenching and Backfilling – Section 31 23 01

Add the following to Cl. 3.5.3.4 – Backfill and Compaction:

It is intended to use native materials for backfill wherever suitable. Only materials deemed unsuitable in the opinion of the C.A. will be approved for disposal off-site and replaced with imported granulars. Native material approved for reuse must be handled, stockpiled and suitably compacted and all costs incidentals thereto are deemed to be included in the unit rates tendered.

1.5 Water Supply Disruption Notice – Section 33 11 01

Delete 1.7.3, 1.7.4 and replace with:

The contractor should coordinate with the RDKS for the following;

- .1 Contractor to provide minimum of 48 hours written notification to affected consumers of any impending water service interruption. Affected consumers to be identified in conjunction with OWNER. Contract Administrator will approve text. No services shall be interrupted for more than 8 hours in any one day. If necessary, then temporary service must be provided.
- .2 Contractor to provide minimum 24 hours notice to Fire Department of any water system shutdown, or inactivation of hydrants.
- .3 Contractor to arrange with OWNER for the operation of any watermain valve. Only OWNER officials permitted to operate existing system appurtenances. The OWNER will operate valves and inspect cuts, caps and tie-ins to all existing watermains following Contractor testing, disinfection, flushing and approval by the Contract Administrator.
- .4 Contractor to provide 48 hours notice to the OWNER prior to tie-in work. Contractor to supply all materials, excavation, bedding, backfilling, compaction, surface gravel, pumps, approved lighting for night work and traffic control required to making tie-ins to existing mains if required.

Flushing procedure modifications to Cl. 3.21



There is no capacity to meet the velocities required to meet AWWA requirements for flushing. Modifications to the flushing procedures are as follows:

- Contractor to ensure new pipe to have end caps in place during transportation and storage on site.
- Prior to installation of pipe in trench, Contractor to allow Contract Administrator to observe pipe clear of all debris.
- During installation, the last installed pipe to have end cap in place until next pipe installed
- Contractor to arrange with the Regional District for disposal of flushing water

Add the following to Cl. 3.21:

- .10 If no testing labs are in close proximity to the project, bacteriological samples may need to be driven or couriered to an accredited lab. It is up to the Contractor to schedule testing so that samples can be delivered within the allowable time limits. At a minimum of one week before bacteriological testing, the Contract Administrator will require a written plan from the Contractor that identifies the Contractor's testing methods and procedures. No testing can commence until the plan has been approved by the Contract Administrator.

1.6 Budget Constraints

- .1 The OWNER has a capital budget for this project and intends to remain within the budget. As such, the OWNER reserves the right to reduce or extend the scope of work as required at the unit rates tendered and without penalty as per Cl.1.10. The OWNER in its sole discretion will decide on additions or deletions to the Scope of Work.

1.7 Photographic Recording of Job Site

Prior to commencing any construction, stockpiling of materials or work on-site, the Contractor shall produce a photographic/video record of the entire job site including centreline alignments of all utilities. One copy is to be provided to the OWNER after the inspection. This shall become a photographic record of the condition of the project prior to construction. Particular attention shall be given to the condition of existing pavements, ditches, landscaping, fences and other improvements. The pre-construction inspection will be done with a representative of the OWNER present.

The data obtained from this record will assist the Contractor in settling any claims that may arise from construction activities.

1.8 Public Notification

- .1 The Contractor shall be responsible for public relations including, but not limited to, written notices to residences, where and when detours are occurring. The Contractor's forces shall personally advise those directly impacted (48 hours in advance) of any disruption to access or any other service inconveniences. Costs incurred by the Contractor will be incidental to the Contract.

The costs for media/newspaper releases will be borne by the OWNER and be done through the OWNER's office. The Contract Administrator will require weekly updates of project schedule and milestone objectives.



1.9 Shallow Utility Coordination

.1 BC Hydro/Telus/Shaw/Pacific Natural Gas

- The contractor will be required to coordinate with the shallow utility provider, as required, to complete the contract scope.
- No Tel/Shaw/Fortis upgrades are required on this project.
- The Contractor will be required to coordinate and liaise with each utility regarding protection of existing works. All costs related to this are deemed to be incidental to the unit/lump sum prices tendered.

1.10 Disposal Sites

- .1 Contractors shall locate their own site for disposal of all soil, rock or other unsuitable or excess material that results from the performance of the contract as per General Conditions, Clause 20.
- .2 Disposal of asbestos material must be to a certified waste disposal site. Contractor to provide record of disposal to Contract Administrator.



MEASUREMENT AND PAYMENT

(Section and Item #'s refer to those in Schedule of Quantities and Prices)

This section provides "Measurement for Payment" clauses for items not addressed in the MMCD specifications or provides revised/amended clauses for items included in MMCD. These items have and "SSpec" notation in the 'Payment' column of Appendix A of the Form of Tender.

Note that any minor items not listed in the Form of Tender but typical for this type of work, such as but not limited to utility locates, exploratory digging, protection of utilities, temporary construction fencing, disposal of waste materials, adjustment of existing surface features or appurtenances, removal and replacement of trees, shrubs and landscaping, public relations, miscellaneous fittings, connections or removals shall be considered incidental to the work and no separate payment will be made.

General

- Payments will be made on the basis of the lump sum prices bid and the unit prices bid in the Tender.
- **The lump sum prices bid for various items of work, unless specifically noted otherwise, shall include the supply of all labour, plant, material and product equipment necessary to construct THE WORK in accordance with the specifications, and render it fully operational.**
- **The prices bid shall be full compensation for supplying, hauling, installing, cleaning, testing, and placing in service together with all other work subsidiary and incidental thereto for which separate payment is not provided elsewhere.**
- Payments will be made on the basis of the following:
 - a) Lump Sum and Unit Price items in the Schedule of prices in the Tender Forms.
 - b) For each Lump Sum item in the Schedule of Unit Prices, the C.A. will, in cooperation with the Contractor, estimate the percentage of the item completed at the end of the payment period.
 - c) Where a specific measurement and payment clause is not included, the Schedule of Quantities provides enough detail for defining payments.

Item 1.0 – General Requirements

Item 1.01 – Section 01 33 01 – Survey Layout and Record Survey

The lump sum payment will be paid on pro-rata basis as project progresses.

Item 1.02 - Section 01 53 01 – Mobilization/Demobilization

Lump sum payment will be paid on commencement and end of construction as follows:

Mobilization –50%

Demobilization - 50%

Item 1.03 – Section 01 55 00 – Traffic Control



The lump sum payment will be made as follows:

- a) Traffic Control Plan – Payable on review and approval.
- b) Construction Zones – Payable as follows:

Lump Sum paid prorated on a monthly basis, based on the percentage of the Contract completed. The prorated amount will be adjusted as and when the Contractor revises their Construction Schedule, subject to the Contractor being compliant with the requirements of its own Traffic Control Plan. The Owner may deduct an amount from any monthly payment so computed for any traffic management work required but not satisfactorily undertaken during the Term. The foregoing determinations will be made at the sole discretion of the Owner in conjunction with the Contract Administrator.

Item 2.0 – Water Pipeline

Item 2.01 – Section 31 23 01 - Unsuitable Trench - remove and disposal off-site, replace with 150mm minus - as directed by CA

Unsuitable trench (as directed) will be measured in cubic meters in neat trench lines with side slopes not exceeding 0.75:1.0 and include excavation/removal/disposal of waste material and supply, removal and disposal of asbestos pipe, replacement of import gravel, placed and compacted to specified densities.

Imported granular backfill will only be permitted where native material is deemed unsuitable by the C.A. for reuse.

Item 2.02 a – Asphalt Milling - Removal, haul and dispose

Asphalt removal to be measured in square meters for all depths encountered and payment shall include offsite disposal. Saw cutting edges are incidental to the cost of asphalt removal.

Item 2.05 – Section 32 12 16 – Asphalt Pavement, 50mm thickness

Measurement and payment will be based on square meters of paving for the specified depth.

Item 2.16 – Section 33 11 01 – Tie to Existing Watermain

Lump sum item for the tie-in of the new watermain to the existing watermain. Includes restraining couplers and all related fittings and incidentals for which separate payment is not made elsewhere in the Contract.

Item 2.17 – Driveway reinstallation

The lump sum payment will be made for each driveway reinstallation. This includes reinstallation of driveways (asphalt/gravel/concrete) and bring back to the original condition including compacting, grading and any related incidents for which separate payment is not made elsewhere in the Contract.



1.0 General

- .1 Submittals are required in accordance with the provisions of this section to determine whether the specified Material and Product are furnished and installed in accordance with design intent as expressed in the Contract Documents.
- .2 Individual submittals as required are detailed in other sections of the specifications.
- .3 Until submissions are reviewed, work involving relevant Product or Material may not proceed.

2.0 Identification of Submittals

- .1 Identify each submittal and resubmittal by showing at least the following information:
 - a) Name, address and telephone number of the submitter, and a name of an individual for contact.
 - b) Drawing number and specification number to which the submittal applies.
 - c) Whether or original submittal or resubmittal.
 - d) Confirmation of prior review by the Contractor.
 - e) Date of submittal or resubmittal.
 - f) Authorized signature of the Submitter.

3.0 Coordination of Submittals

- .1 Prior to submittal for the Contract Administrator's review, coordinate all material:
 - a) Determine and verify field dimensions and conditions and conformance with specifications, including Material, catalogue numbers, type numbers and similar data.
 - b) Coordinate requirements between trades.
 - c) Coordinate with requirements under laws, regulations, etc.
 - d) Secure required approvals of public agencies, inspection agencies and standards agencies and show proof of approvals acquisition.
 - e) Indicate any deviations from the intent of design as expressed in the Contract Documents and request specific review of these deviations.

4.0 Timing of Submittals

- .1 Make submittals far enough in advance to allow adequate time for coordination, Contract Administrator's review, revisions and resubmittals, and for supply and delivery in time for the scheduled installation in the work.



- .2 Allow at least ten (10) calendar days for the Contract Administrator's review after receipt of submittals.
- .3 Costs due to delays in making submittals shall be borne solely by the Contractor.

5.0 Shop Drawings

- .1 "Shop Drawings" mean custom drawings, product data, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided to illustrate details of a portion of the Work.
- .2 Arrange for the preparation of clearly identified shop drawings as specified or as the Contract Administrator may reasonably request. Shop drawings are to clearly indicate materials, methods of construction and attachment of anchorage, erection diagrams, connections, explanatory notes and other information necessary for completion of the work. Where articles or equipment attach or connect to other articles or equipment, clearly indicate that all such attachments and connections have been properly coordinated, regardless of the trade under which the adjacent articles or equipment will be supplied and installed. Shop drawings are to indicate their relationship to design drawings and specifications. Notify the Contract Administrator in writing of any deviations in shop drawings from the requirements of the Contract Documents.
- .3 Examine all shop drawings prior to submission to the Contract Administrator to ensure that all necessary requirements have been determined and verified and that each shop drawing has been checked and coordinated with the requirements of the Work and the Contract Documents. Examination of each shop drawing shall be indicated by stamp, date and signature of a responsible person of the Subcontractor for supplied items and of the General Contractor for fabricated items. Shop drawings not stamped, signed and dated will be returned without being reviewed and stamped "Re-submit".
- .4 Submit shop drawings with reasonable promptness and in an orderly sequence so as to cause no delay in the Work. Failure to submit shop drawings in ample time is not to be considered sufficient reason for an extension of Contract time and no claim for extension by reason of such default will be allowed. Jointly prepare a schedule fixing the dates of submission and return of shop drawings.
- .5 The Contract Administrator will review and return shop drawings in accordance with the schedule agreed upon or otherwise with reasonable promptness so as to cause no delay in Work.
- .6 The review of shop drawings by the Contract Administrator shall not relieve the Contractor of his responsibility to ensure that those portions of the Work covered by such drawings meet the specifications, and he shall not rely on the review of the Contract Administrator for quality control.



- .7 Review by the Contract Administrator shall not relieve the Contractor of his responsibility for errors or omissions in shop drawings or for proper completion of the Work in accordance with the Contract Documents.
- .8 Responsibility for verification and correlation of field dimensions, fabrication processes, techniques of construction, installation and coordination of all parts of the Work rests with the Contractor.
- .9 Shop drawings will be returned to the Contractor with on the following notations:
 - When stamped “Reviewed”, distribute additional copies as required for execution of the Work.
 - When stamped “Reviewed as Modified”, ensure that all copies for use are modified and distributed, same as specified for “Reviewed”.
 - When stamped “Revise & Resubmit”, make the necessary revisions as indicated, consistent with the Contract Documents.
 - When stamped “Not Reviewed”, submit other drawings, brochures, etc. for review consistent with the Contract Documents.
 - Only shop drawings bearing “Reviewed” or “Reviewed as Modified” shall be used on the Work unless otherwise authorized by the Contract Administrator.
- .10 After submittals are stamped “Reviewed” or “Reviewed as Modified”, no further revisions are permitted unless resubmitted to the Contract Administrator for further review.



1.0 Quality

- .1 Material and Product supplied and installed shall be new.
- .2 Material and Product supplied shall conform to these specifications and to specified standards.
- .3 Workmanship shall be the best quality, executed by workmen experienced and skilled in their respective trades.
- .4 Ensure full cooperation among all trades and coordination of the Work with continuous supervision.
- .5 Use Product for which replacement parts and service are readily available.
- .6 Use Product of one manufacturer for Product of the same type or classification. Do not mix different manufacturer's Product in the Work or in parts of the Work.

2.0 Manufacturer's Instructions

- .1 Unless otherwise specified, comply with the manufacturer's/supplier's instructions for Material or Product and installation methods.
- .2 Notify the Contract Administrator in writing of any conflict between these Contract specifications and the instructions of the manufacturer/supplier.

3.0 Fastenings

- .1 Provide metal fastenings and accessories in the same texture, colour and finish as the base metal in which they occur. Prevent electrolytic action between dissimilar metals. Use noncorrosive fasteners, anchors and spacers for securing exterior work, or work that may be located in a corrosive atmosphere.
- .2 Space anchors within limits of load bearing or shear capacity and ensure that they provide positive permanent anchorage.

4.0 Delivery and Storage

- .1 Deliver, store and maintain packaged Material and Product with manufacturer's seals and labels intact.
- .2 Prevent damage and soiling of Material and Product.
- .3 Store Material and Product in accordance with instructions of the manufacturer/supplier.
- .4 Provide suitable areas or buildings where storage is weatherproof if dry areas are recommended by the manufacturer/supplier.
- .5 Product shall have name plates displaying Product data and serial numbers.
- .6 Comply with Workplace Hazardous Materials Information Systems requirements.



1.0 Description

- .1 This section refers to testing of process mechanical piping and equipment.

2.0 General Testing

- .1 Test all equipment and material where required by contract specification or authority having jurisdiction to demonstrate proper operation. All tests shall be witnessed by the Contract Administrator.
- .2 Provide all equipment, materials and labour for tests and pay all expenses for conducting same. All instruments shall be tested by an approved laboratory and test results and certificates showing degree of accuracy shall be furnished to the Contract Administrator. If permanent gauges, thermometers, etc. are used for tests, these shall not be installed until just prior to the tests to avoid possible changes in calibration.
- .3 Should tests indicate defective work or performance at variance with specified requirements, make all changes immediately to correct the defects.
- .4 The Contractor shall be in charge of the work during tests. They shall assume responsibility for damages in the event of injury to the personnel, building or equipment and shall bear all costs for liability, repairs and restoration.
- .5 Perform tests as specified and upon completion of mechanical installation, provide certification of tests with detailed data as required. Itemize each test as to time performed and personnel responsible. Obtain certificates of approval, acceptance and compliance with rules and regulations from authorities having jurisdiction. Include these certificates in the Operation and Maintenance manuals. This work will not be considered complete until such certificates have been delivered to the Contract Administrator.

3.0 Performance Testing

- .1 After the mechanical installations are completed and pressure tested, conduct performance tests to demonstrate that the equipment and systems actually meet the specified requirements.
- .2 Lubricate all bearings, adjust and/or replace and set all direct drives and "V" belt drives for proper alignment and tension; calibrate and adjust all thermostats, thermometers, linkage sequences, check all heaters/motor starters; replace and clean all filters, flush out lines and equipment, remove and clean all strainers; fill all water systems and purge all air; clean fan wheels, heating and cooling coils and fasten all loose and rattling pieces of equipment. Equipment and other apparatus must operate quietly and develop specific capacities. Control valves must operate freely.
- .3 Operating tests shall be made on all systems and items of equipment. For conditions to simulate operating conditions to test start up, operation sequence, normal shutdown and



all automatic and manual functions.

- .4 Furnish written test reports to the Contract Administrator, noting the tests made and any adjustments made.

4.0 Testing Individual Equipment

- .1 Every individual item of equipment shall be tested by itself and in combination with related items to ensure that the item and the subsystem are in perfect operating condition, comply with specified requirements and are ready for operation.
- .2 All testing, checking, calibration, adjustments, making of connections, setting, lubrication and other requirements shall be carried out and a brief report submitted to the Contract Administrator for each item tested individually.
- .3 Other sections of the specifications may contain specific testing, cleaning, disinfecting, balancing and operation requirements which are to be followed in conjunction with this Section.
- .4 Inspection and testing shall include, but shall not be limited to:
 - a) soundness – without damaged parts;
 - b) completeness in all details as specified;
 - c) correctness of setting, alignment and arrangement of parts; and/or
 - d) adequacy and correctness of packing, sealing and lubrication.