



VILLAGE OF PORT ALICE

TENDER NO. 1 – 2018

RUMBLE BEACH MARINA UPGRADES

MASTER MUNICIPAL CONSTRUCTION DOCUMENTS 2009

PLATINUM EDITION

UNIT PRICE CONTRACT

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(TO BE READ WITH “INSTRUCTIONS TO TENDERERS - PART II”
CONTAINED IN THE EDITION OF THE PUBLICATION
“MASTER MUNICIPAL CONSTRUCTION DOCUMENTS” (MMCD) VOLUME 2, 2009 (PLATINUM EDITION))

Owner: Village of Port Alice
Contract: Rumble Beach Marina – Parking Area Upgrade
Reference No. _____

- 1.0 Introduction**
- 1.1 These Instructions apply to and govern the preparation of tenders for this *Contract*. The *Contract* is generally for the following work:
- Approximately 1700m² of new and regraded parking areas. Additional boat launching access road, water servicing, storm drainage improvements and sewer service complete with pump station.
- 1.2 Direct all general inquiries regarding the *Contract*, to:
- Mike Puszka, E.I.T.
JE Anderson and Associates
1A – 3411 Shenton Road
Nanaimo, BC, V9T 2H1
Phone 250-758-4631, Fax 250-758-4660
E-mail: mpuszka@jeanderson.com
- Direct all Technical Enquiries regarding the *Contract*, to:
- Jim Buchanan, P. Eng
JE Anderson and Associates
1A – 3411 Shenton Road
Nanaimo, BC, V9T 2H1
Phone 250-758-4631, Fax 250-758-4660
E-mail: jim@jeanderson.com
- 2.0 Tender Documents**
- 2.1 The tender documents which a tenderer should review to prepare a tender consist of all of the *Contract Documents* listed in Schedule 1 entitled “Schedule of Contract Documents”. Schedule 1 is attached to the Agreement which is included as part of the tender package. The *Contract Documents* include the drawings listed in Schedule 2 to the Agreement, entitled “List of *Contract Drawings*”.
- 2.2 A portion of the *Contract Documents* are included by reference. Copies of these documents have not been included with the tender package. These documents are the Instructions to Tenderers - Part II, General Conditions, Specifications and Standard Detail Drawings. They are those contained in the publication entitled “Master Municipal Construction Documents Volume 2, 2009 (Platinum Edition) - General Conditions, Specifications and Standard Detail Drawings”. Refer to Schedule 1 to the Agreement or, if not specified in Schedule 1, then the applicable edition shall be the most recent edition as of the date of the *Tender Closing Date*.

All sections of this publication are by reference included in the *Contract Documents*.

2.3 Any additional information made available to tenderers prior to the *Tender Closing Time* by the *Owner* or representative of the *Owner*, such as geotechnical reports or as-built plans, which is not expressly included in Schedule 1 or Schedule 2 to the Agreement, is not included in the *Contract Documents*. Such additional information is made available only for the assistance of tenderers who must make their own judgment about its reliability, accuracy, completeness and relevance to the *Contract*, and neither the *Owner* nor any representative of the *Owner* gives any guarantee or representation that the additional information is reliable, accurate, complete or relevant.

3.0 Submission of Tenders

3.1 Tenders must be submitted in a sealed envelope, marked on the outside with the above *Contract* Title and Reference No., and must be received by the office of:

Bonnie Danyk, Finance Officer

on or before:

**Tender Closing Time: 3:00PM local time
Tender Closing Date: Tuesday, May 8th, 2018**

At

Village of Port Alice
1061 Marine Drive
Port Alice, BC
V0N 2N0
250-284-3391

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

4.0 Additional Instructions to Tenderers

4.1 The Village of Port Alice reserves the right to accept or reject any and all tenders, to waive informalities in, and to accept any tender, which in its opinion represents the greatest overall value, based on a combination of quality, service, and price. The lowest priced tender may not necessarily be accepted.

Business License

4.2 The successful Tenderer shall have or obtain a business licence from The Village of Port Alice

Hours of Work

4.3 The permissible hours of work for this project are as per bylaw, or as ordered by a Bylaw Officer for the jurisdiction that The Contractor is working in.

For this project, permissible hours of work are between 0700 – 18:00 Monday through Friday and 0900 – 1700 on Saturdays.

Familiarize Invitation TenderersPart Section 10	with to II	4.4	Contractor to take note of Invitation to Tenderers Part II, Section 10.0. It shall be the responsibility of the Tenderer to include in his tender, sufficient amounts to cover the cost of the work and materials not listed in the Schedule of Quantities and Unit Prices and Specifications by either direct mention or implication. All amounts shall be included in the items to which they pertain most closely in the Schedule of Quantities and Unit Prices.
SubSurface Conditions		4.5	Test holes have not been completed onsite.
Comencement and Completion of Work	and of	4.6	The Owner requires that the Work under this Contract be completed as quickly as possible after contract award and within the following time frame: Substantial Performance of this Contract must be obtained within maximum 120 days of notice to proceed.

FORM OF TENDER

(TO BE READ WITH "INSTRUCTIONS TO TENDERERS - PART II"
CONTAINED IN THE EDITION OF THE PUBLICATION
"MASTER MUNICIPAL CONSTRUCTION DOCUMENTS" (MMCD) VOLUME 2, 2009 (PLATINUM EDITION))

Village of Port Alice

Contract: Rumble Beach Marina Upgrades
Reference No.

TO OWNER:

**WE, THE
UNDERSIGNED:**

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

(ADDENDA, IF ANY - TENDERER TO COMPLETE)

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

1.3 have complied with the Instructions to Tenderers; and

**ACCORDINGLY WE
HEREBY OFFER**

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

2.2 to achieve Substantial Performance of the *Work* within **maximum 120 calendar days of notification to proceed**; and

2.3 to do the *Work* for the price, which is the sum of the products of the actual quantities incorporated into the *Work* and the appropriate unit prices set out in Appendix 1, the "*Schedule of Quantities and Prices*", plus any lump sums or specific prices and adjustment amounts as provided by the *Contract Documents*. For the purposes of tender comparison, our offer is to complete the *Work* for the "*Tender Price*" as set out on Appendix 1 of this Form of Tender. Our *Tender Price* is based on the estimated quantities listed in the *Schedule of Quantities and Prices*, and excludes GST.

- WE CONFIRM:** 3.1 that we understand and agree that the quantities as listed in the *Schedule of Quantities and Prices* are estimated, and that the actual quantities will vary.
- WE CONFIRM:** 4.1 that the following appendices are attached to and form a part of this tender:
- 4.1.1 the appendices as required by paragraph 5.3 of the Instructions to Tenderers – Part II; and
 - 4.1.2 the *Bid Security* as required by paragraph 5.2 of the Instructions to Tenderers – Part II.
- WE AGREE:** 5.1 that this tender will be irrevocable and open for acceptance by the *Owner* for a period of **90 calendar days** from the day following the *Tender Closing Date and Time*, even if the tender of another tenderer is accepted by the *Owner*. If within this period the *Owner* delivers a written notice (“*Notice of Award*”) by which the *Owner* accepts our tender we will:
- 5.1.1 within 15 *Days* of receipt of the written *Notice of Award* deliver to the *Owner*:
 - .1 a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract Price, covering the performance of the Work including the Contractor’s obligations during the Maintenance Period, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the Owner;
 - .2 a Baseline Construction Schedule, as provided by GC 4.6.1;
 - .3 a “clearance letter” indicating that the tenderer is in WorkSafeBC compliance; and
 - .4 a copy of the insurance policies as specified in GC 24 indicating that all such insurance coverage is in place and;
 - 5.1.2 within 2 *Days* of receipt of written “*Notice to Proceed*”, or such longer time as may be otherwise specified in the *Notice to Proceed*, commence the *Work*; and
 - 5.1.3 sign the Contract Documents as required by GC 2.1.2

WE AGREE:

- 6.1 that, if we receive written *Notice of Award* of this *Contract* and, contrary to paragraph 5 of this Form of Tender, we:
 - 6.1.1 fail or refuse to deliver the documents as specified by paragraph 5.1.1 of this Form of Tender; or
 - 6.1.2 fail or refuse to commence the *Work* as required by the *Notice to Proceed*,
then such failure or refusal will be deemed to be a refusal by us to enter into the *Contract* and the *Owner* may, on written notice to us, award the *Contract* to another party. We further agree that, as full compensation on account of damages suffered by the *Owner* because of such failure or refusal, the *Bid Security* shall be forfeited to the *Owner*, in an amount equal to the lesser of:
 - 6.1.3 the face value of the *Bid Security*; and
 - 6.1.4 the amount by which our *Tender Price* is less than the amount for which the *Owner* contracts with another party to perform the *Work*.

OUR ADDRESS IS AS FOLLOWS:

Phone: _____

Fax: _____

Attention: _____

This Tender is executed this

_____ day of _____, 20_____.

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Appendix 1
Schedule of Quantities and Prices

See paragraph 5.3.1 of the Instructions to Tenderers – Part II

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

Summary Sheet

Division	Title	Amount
Div 01	General Requirements	
Div 31	Earthwork	
Div 32	Roads and Site Improvements	
Div 33	Utilities	
	Supplemental Costs	
	Tender Price	
	GST	
	Tender Price plus GST	

01	General Requirements					Sub Total
Section	Para	Specification Title	Unit	Quantity	Unit Price	Amount
01 33 01		Project Record Documents				
	1.8.1	Project Record Documents	Lump Sum	1		
01 52 01		Temporary Structures				
	1.6.1	Temporary Structures	Lump Sum	1		
	1.6.2SS	Mobilization & Demobilization	Lump Sum	1		
01 53 01		Temporary Facilities				
	1.9.1	Temporary Facilities	Lump Sum	1		
01 55 00		Traffic Control, Vehicle Access and Parking				
	1.5.1	Traffic Control, Vehicle Access and Parking	Lump Sum	1		
01 57 01		Environmental Protection				
	1.6.1	Environmental Protection	Lump Sum	1		
01 58 01		Project Identification				
	1.3.1	Project Identification	Lump Sum	1		
01 45 01		Quality Control Testing				
	1.1.1	Material Testing per Drawing notes on sheet C5	Lump Sum	1		

31		Earthwork			Sub Total	
Section	Para	Specification Title	Unit	Quan	Unit Price	Amount
31 11 01		Clearing and Grubbing				
	1.4.1, 1.4.2	Clearing and Grubbing 4 trees identified on sheet C1	Lump Sum	1		
31 22 01		Site Grading				
	1.4	Topsoil Stripping and Disposal Assume Max. 0.5m Depth	Lump Sum	1		
31 23 01		Excavating, Trenching and Backfilling Underground Utility				
	1.10.3	Overexcavating including backfilling, Excavation below 0.5m Stripping	Cubic Metre	220		
31 23 17		Rock Removal				
	1.6.5	Mass and Trench Rock - No Blasting Permitted: Rock Quantity between 0 and 10 cu.m	Cubic Metre	10		
	1.6.5	Mass and Trench Rock - No Blasting Permitted: Rock Quantity 10 to 100 cu.m	Cubic Metre	50		
31 24 13		Roadway Excavation, Embankment and Compaction				
	1.8.4	Remove Existing Asphalt and Concrete Pavement	Square Metre	410		
31 32 19		Geosynthetics				
	1.6.1	Fabric Cloth - Non woven Armtec 150	Lump Sum	1		
	1.6.1	X5 Geogrid	Lump Sum	1		
31 36 13		Flex MSE Vegetated Wall				
	1.4.1	Flex MSE Wall Assume 150 bags required	Lump Sum	1		
31 37 10		RipRap				
	1.4.1	Moti Class 10 Rip-Rap	Square Metre	28		
	1.4.1	Class 10 Rip-Rap with concrete in between	Square Metre	10		

32	Roads and Site Improvements				Sub Total	
Section	Para	Specification Title	Unit	Quan	Unit Price	Amount
32 11		Granular Sub-Base				
16.1		Granular Sub-Base				
	1.4.3	80mm Minus Pit Run Gravel 200mm Thickness	Square Metres	875		
	1.4.3	100mm Minus Pit Run Gravel Fill	Cubic Metres	520		
32 11 23		Granular Base				
	1.4.2	19mm Crush Gravel 100mm Thickness	Square Metres	1685		
		Gravel Shoulder	Lineal Metres	265		
32 12 16		Hot-Mix Asphalt Concrete Paving				
	1.5.1, 1.5.2	Asphalt Pavement - 50mm Thick	Square Metres	1600		
	1.5.1, 1.5.2	Asphalt Barrier Curb and speed bump	Linear Metres	95		
	1.5.7	Saw Cut Asphalt and Concrete Pavements	Lump Sum	1		
32 17 23		Painted Pavement Markings				
	1.5.2	Line Paint Markings	Lump Sum	1		
32 31 14		Cedar Fence				
	1.1.1	Cedar Fence 1.2m High	Lineal Metres	10		
32 91 21		Topsoil and Finish Grading				
	1.4.1	Imported Topsoil 100mm Thickness, Max. 500mm beyond required disturbed area	Square Metres	310		
32 92 20		Seeding				
	1.8.1	Grass Seeding	Square Metres	310		
		Sign Relocation				
	DWG	Relocation of existing sign As identified on Sheet C1	Each	3		

33		Utilities				Sub Total
Section	Para	Specification Title	Unit	Quan	Unit Price	Amount
33 11 01		Waterworks				
1.8.1, 1.8.2		150mm diameter C900 PVC Water Pipe - PC 235 C/W joint restraint throughout	Lineal Metres	47		
1.8.1, 1.8.2		100mm diameter C900 PVC Water Pipe - PC 235 C/W joint restraint throughout	Lineal Metres	3		
1.8.1, 1.8.2		50mm diameter HDPE Water Pipe Poly Series 160	Lineal Metres	3		
1.8.1, 1.8.2		38mm diameter HDPE Water Pipe Poly Series 160	Lineal Metres	50		
1.8.1, 1.8.2		Lower existing 19mm PVC Water Service	Lineal Metres	3		
1.8.3		Gate Valves 150mm	Each	2		
1.8.3		Gate Valves 100mm	Each	1		
1.8.3		Tee 150mm X 150mm X 150mm HxHxF	Each	1		
1.8.3		Tee 150mm X 150mm X 150mm FxFxH	Each	1		
1.8.3		Bend 150mm diameter, 45 Degree of Bend	Each	1		
1.8.3		Bend 150mm diameter, 22.5 Degree of Bend	Each	2		
1.8.3		Reducer 150mm X 100mm diameter	Each	1		
1.8.3		Cap 100mm diameter	Each	1		
1.8.3		Hydrant Assembly MMCD Standard Drawing W4 (not including valve)	Each	1		
1.8.4		Water Service Connections 38mm diam per Standard Drawings W2d C/W Dual Check Valve	Each	1		
1.8.9		Thrust Blocks Standard Drawing W1	Each	5		
1.8.10		Pipe Casings 300mm diameter PVC Pipe Casing	Lineal Metres	19		
1.8.13		Watermain Tie-In C/W couplings and restrainers, and AC Pipe Disposal	Lump Sum	1		
1.8.13		Watermain Tie-In connect to existing water service at marina	Lump Sum	1		

DWG	Testing and Bacteria Test to coordinate	Contractor	Lump Sum	1
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33 30 01

Sanitary Sewers

1.6.1, 1.6.2	100mm Diameter DR 28 PVC Sewer Pipe	Lineal Metres	25
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1.6.1, 1.6.2	75mm Diameter SCHED 40 Sewer Pipe	Lineal Metres	27
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DWG	Testing (as per drawing notes)	Lump Sum	1
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33 34 01	Sewage Force mains			
1.8.2, 1.8.3	50mm Series 160 HDPE Force main Pipe	Lineal Metres	66	
1.8.10	Service connection 50mm diameter into existing 100mm diameter sanitary sewer force main C/W corp stop	Each	1	
DWG	Testing (as per drawing notes)	Lump Sum	1	
DWG	Force main Service Box	Lump Sum	1	
DWG	1200gal Pre-Cast Septic Tank	Lump Sum	1	
DWG	Sewer Lift Station and Appurtenances	Lump Sum	1	
DWG	Sewer Pump Station Testing By Electrician C/W Generator Supply	Lump Sum	1	

33 40 01	Storm Sewers			
1.6.1, 1.6.2	450mm Diameter SDR 35 PVC Drainage Pipe	Lineal Metres	31	
1.6.1, 1.6.2	150mm Drainage Pipe SDR 28 PVC	Lineal Metres	13	
1.6.5	Catchbasin Lead 200mm diameter	Lineal Metres	8	
1.6.5	Catchbasin Lead 150 diameter	Lineal Metres	7	
1.6.6	100mm Diamter SDR 28 Drainage Perf. Pipe	Lineal Metres	23	
1.6.9	450x100mm Connection	Each	2	
1.6.9	450x200mm Connection	Each	1	
1.6.9	150x150mm connection	Each	1	

33 42 13	Pipe Culverts			
1.5.3	Headwall - HW-TII-ED C/W Grate	Each	1	
1.5.3	Headwall - HW T1-1.0 complete with grillage	Each	1	
1.5.3	150mm Headwall - Flex MSE Vegetative Wall	Each	1	

33 44 01

Catchbasins and Headwalls

1.5.2	Catchbasin Top Inlet Standard Drawing S11	Each	3
1.5.4	Remove Existing Catchbasins and pipe	Lump Sum	1
DWG	Oil/Grit Separater C/W 2 Manhole Lids and 200mm PVC Inlet Drop	Each	1

Underground Electrical Conduit

E3.1	Hydro/Tel/Shaw - 100mm	Lineal Metres	164
E3.1	Hydro - 75mm	Lineal Metres	7
E3.1	Electrical - 50mm	Lineal Metres	7

Tender Price
GST
Tender Price plus GST

FORM OF AGREEMENT

BETWEEN *OWNER* AND *CONTRACTOR*

This agreement made in duplicate this

_____ day of _____, 20____.

Contract:

Rumble Beach Marina Upgrades

Reference No.

Tender # 1 - 2018

BETWEEN:

The Village of Port Alice
(the "*Owner*")

AND:

(NAME AND OFFICE ADDRESS OF CONTRACTOR)

(the "*Contractor*")

The *Owner* and the *Contractor* agree as follows:

- | | | | | |
|------------------|-----------------|--------------------------------|------------|--|
| Article 1 | The Work | Start /Completion Dates | 1.1 | The <i>Contractor</i> will perform all <i>Work</i> and provide all labour, equipment and material and do all things strictly as required by the <i>Contract Documents</i> . |
| | | | 1.2 | The <i>Contractor</i> will commence the <i>Work</i> in accordance with the <i>Notice to Proceed</i> . The <i>Contractor</i> will proceed with the <i>Work</i> diligently, will perform the <i>Work</i> generally in accordance with the construction schedules as required by the <i>Contract Documents</i> and will achieve <i>Substantial Performance</i> of the <i>Work</i> within maximum 120 calendar days of notice to proceed subject to the provisions of the <i>Contract Documents</i> for adjustments to the <i>Contract Time</i> . |
| | | | 1.3 | Time shall be of the essence of the <i>Contract</i> . |

- Article 2 Contract Documents**
- 2.1 The “*Contract Documents*” consist of the documents listed or referred to in Schedule 1, entitled “Schedule of Contract Documents”, which is attached and forms a part of this Agreement, and includes any and all additional and amending documents issued in accordance with the provisions of the *Contract Documents*. All of the *Contract Documents* shall constitute the entire *Contract* between the *Owner* and the *Contractor*.
- 2.2 The *Contract* supersedes all prior negotiations, representations or agreements, whether written or oral, and the *Contract* may be amended only in strict accordance with the provisions of the *Contract Documents*.
- Article 3 Contract Price**
- 3.1 The price for the *Work* (“*Contract Price*”) shall be the sum in Canadian dollars of the following
- 1.1.1 the product of the actual quantities of the items of *Work* listed in the *Schedule of Quantities and Prices* which are incorporated into or made necessary by the *Work* and the unit prices listed in the *Schedule of Quantities and Prices*; plus
- 1.1.2 all lump sums, if any, as listed in the *Schedule of Quantities and Prices*, for items relating to or incorporated into the *Work*; plus
- 1.1.3 any adjustments, including any payments owing on account of *Changes* and agreed to *Extra Work*, approved in accordance with the provisions of the *Contract Documents*.
- 3.2 The *Contract Price* shall be the entire compensation owing to the *Contractor* for the *Work* and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the *Work*.
- Article 4 Payment**
- 4.1 Subject to applicable legislation and the provisions of the *Contract Documents*, the *Owner* shall make payments to the *Contractor*.
- 4.2 If the *Owner* fails to make payments to the *Contractor* as they become due in accordance with the terms of the *Contract Documents* then interest calculated at 2% per annum over the prime commercial lending rate of the Royal Bank of Canada on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.
- Article 5 Rights & Remedies**
- 5.1 The duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

5.2 Except as specifically set out in the *Contract Documents*, no action or failure to act by the *Owner*, *Contract Administrator* or *Contractor* shall constitute a waiver of any of the parties' rights or duties afforded under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach under the *Contract*.

Article 6 Notices

6.1 Communications among the *Owner*, the *Contract Administrator* and the *Contractor*, including all written notices required by the *Contract Documents*, may be delivered by hand, or by fax, or by pre-paid registered mail to the addresses as set out below:

The *Owner*:

Village of Port Alice

1061 Marine Drive

Port Alice, BC V0N 2N0

Fax: 250-284-3391, Email: bdanyk@portalice.ca

Attention: Bonnie Danyk

The *Contractor*:

Fax: _____

Attention: _____

The *Contract Administrator*:

JE Anderson and Associates

1a - 3411 Shenton Road

Nanaimo, BC

Fax: 250-758-4660, Email: jim@jeanderson.com

Attention: Jim Buchanan, P.Eng

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

1.1.4 immediately upon delivery, if delivered by hand; or

1.1.5 immediately upon transmission if sent by fax and received in hard copy; or

1.1.6 after 5 *Days* from date of posting if sent by registered mail.

- 6.3 The *Owner* or the *Contractor* may, at any time, change its address for notice by giving written notice to the other at the address then applicable. Similarly, if the *Contract Administrator* changes its address for notice then the *Owner* will give or cause to be given written notice to the *Contractor*.
- 6.4 The sender of a notice by fax assumes all risk that the fax is received in hard copy.

Article 7 General

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

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

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Owner:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Schedule 1 Schedule of Contract Documents

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

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

- 8.1 Agreement, including all Schedules;
- 8.2 Supplementary General Conditions;
- 8.3 General Conditions*;
- 8.4 Supplementary Specifications;
- 8.5 Specifications*;
- 8.6 Supplementary Standard Detail Drawings;
- 8.7 Standard Detail Drawings*;
- 8.8 Executed Form of Tender, including all Appendices;
- 8.9 *Contract Documents* listed in Schedule 2 to the Agreement – “List of *Contract Documents*”;
- 8.10 Instructions To Tenderers - Part I;
- 8.11 Instructions to Tenderers - Part II*;
- 8.12 The following Addenda:

(ADDENDA, IF ANY)

8.13 MMCD Supplementary Updates

2014-09-19

2014-07-15

2013-06-18

2012-08-07

2012-06-08

2012-05-30

2011-08-08

2011-08-04

PVC C900 Pipe Specification Clarification

2010-05-18

2010-03-25

2009-11-19

As provided on MMCD website as of invitation date: www.mmcd.net

The portions of the Master Municipal Construction Documents Association – Platinum Edition – 2009 (MMCD), as amended prior to the Closing Date, apply to this Contract.

The intent is that the MMCD specifications are met, except where modified by the supplementary specifications.

The supply and installation of the works such as trench backfill, filter cloth, tack coat, temporary asphalt patching, watering, dewatering, fence post holes, shoulders, asphalt removal, service tie-ins, etc. shall be considered incidental to the works listed in the schedule of quantities and prices. No additional payment is applicable to incidental items.

Traffic management, survey layout, pre-blast survey and stockpiling shall be incidental to the Contract Unit Prices.

References to “Standard Detail Drawings” in a MMCD specification are to be the corresponding drawings found in 2009 MMCD Platinum Edition, as amended by any supplementary drawings or specifications.

Should there be any issue with respect to the meaning or application of any MMCD defined term or specification, the issue shall be determined by the Engineer.

The Schedule of Estimated Quantities and Prices provides different payment units from the MMCD specifications, therefore, the Schedule of Estimated Quantities and Prices to take precedence.

The MMCD Platinum Edition (2009) are available for purchase from:

MMCD
Suite 102
211 Columbia Street
Vancouver, BC, V6A 2R5
Tel: (604) 681-0295
Fax: (604) 681-4545
Email: admin@mmcd.net

Section	Sub-section	Title	Supplementary Specifications
Project Record Documents 01 33 01	Add Sub-section		
	1.9	Existing Condition Survey	1.9.1 The Contractor shall coordinate with the Engineer to document the existing condition of the roads, trees, landscaping, structures or other items that the Engineer and Contractor wishes to document prior to construction. The documentation will be either photographs or video in a manner acceptable to the engineer and submitted to the Engineer 5 days prior to the start of construction.
Quality Management 01 45 01	Add Specification		
		Payment	Payment for Quality Management will be at the Contract Lump Sum
Temporary Structures 01 52 01	1.6.2	Mobilization and Demobilization	
		Payment	Payment for Mobilization and Demobilization to be at the Contract Lump Sum.
Clearing and Grubbing 31 11 01	1.4	Payment	Revise Clause 1.4.2 Payment for all clearing and grubbing will be Lump Sum.
Site Grading 31 22 01	1.4	Payment	Revise Clause 1.4.8 Payment for all topsoil stripping and disposal will be at the Contract Lump Sum
Cedar Fence 32.31.14	Add Specification		
		Payment	Payment for Cedar Fencing to be paid at the Contract Lump Sum.
Electrical Pole Lines and Hardware 33.77.73	Add Specification		
		Payment	Payment for Utility Coordination to be paid at the Contract Lump Sum.

1.0 General

- .1 Section 01 45 01 refers to those portions of the work that require quality control testing. This section must be referenced to and interpreted simultaneously with all other sections pertinent to the works described herein.
- .2 Quality Control is the process by which the contractor checks specific materials, products or workmanship to ensure strict conformance with the Contract Documents.

1.1 Measurement and Payment

- .1 Payment for Quality Control will be as a lump sum item.

1.2 Testing and Inspections

- .1 Refer to MMCD General Conditions, Clause 4.12 Inspections.

1.3 Submissions

- .1 Contractor to submit copies of all Quality Control testing and/or certificates to the engineer on a weekly basis.

2.0 Products NOT USED

3.0 Execution

- .1 Contractor to conduct Quality Control testing in accordance to the Quality Control testing requirements noted in the specifications and/or drawings.
- .2 Contractor to hire a company certified to provide the necessary Quality Control tests.

1.0 General

- .1 Mobilization and Demobilization shall include the contractor's costs of mobilization at the beginning of the project and costs of demobilization at the end of the project.

Included in Mobilization are the following items:

- Bonding
- Insurance
- Permits
- Mobilizing personnel, materials and equipment to the site as required to complete the Works
- Setting up temporary facilities on-site
- All other preparation for the work for which incidental payment is not specified elsewhere.

Included in Demobilization are the following items:

- Preparation and submission of:
 - Record Documents and Samples
 - "Recording Actual Site Conditions (contractor mark-ups)
 - Operation and Maintenance Manuals, if applicable.
- Removal of all materials, equipment from site
- Cleanup of the site and of the work.

1.1 Measurement and Payment

- .1 The lump sum for this work shall be relative to the actual costs involved, but shall not exceed six percent (6%) of the Total Contract Price (excluding GST).
- .2 Payment will be made as follows, as approved by the Engineer:
1. 60% will be included in the first progress payment certificate,
 2. 40% will be included in the final progress payment certificate.
 3. Note that the Engineer may recommend partial payment if the works are incomplete.

2.0 Products NOT USED

3.0 Execution NOT USED

1.0 General

- .1 Section 32 31 14 refers to those portions of the work that require installation of cedar fencing. This section must be referenced to and interpreted simultaneously with all other sections pertinent to the works described herein.
- .2 Industry standards to apply where details and procedures not specified.

1.1 Measurement and Payment

- .1 Refer to 32.31.13 1.5 **EXCEPT THAT** payment to be paid at the Contract Lump Sum

1.2 Testing and Inspections

- .1 Refer to MMCD General Conditions, Clause 4.12 Inspections.

2.0 Products NOT USED

3.0 Execution

- .1 Contractor to conduct Quality Control testing in accordance to the Quality Control testing requirements noted in the specifications and/or drawings.
- .2 Contractor to hire a company certified to provide the necessary Quality Control tests.

1.0 General

- .1 Section 33 77 73 refers to the portions of the Works that require works around utility poles.
- .2 The contractor will be responsible for coordination and contacting all utilities that may be affected by the proposed works, including relocation and replacement. The following is the applicable utility contact person:
BC Hydro: Geoff Beggs 250-202-9654.

1.1 Measurement and Payment

- .1 Payment for coordination with Utilities shall be paid at Contract Lump Sum.

2.0 Products NOT USED

3.0 Execution NOT USED