



Sunshine Coast Regional District

Invitation to Tender

Number: 18 368

for

Chapman Creek Bridge Watermain Replacement

Issue Date:

December 13, 2018

Closing Date of

January 25, 2019 at 3:00 PM local time

DELIVERY OF PROPOSALS: Proposals must be in English and must be submitted using one of the submission methods below, and must either (1) include a copy of this cover page that is signed by an authorized representative of the Proponent or (2) be submitted by using the e-bidding key on BC Bid (if applicable), in accordance with the requirements set out in the ITT.

BC Bid Electronic Submission: Proponents may submit an electronic proposal using BC Bid. Proposals must be submitted in accordance with the BC Bid requirements and e-bidding key requirements (found at www.bcbid.ca). Only pre-authorized electronic bidders registered on the BC Bid system can submit an electronic proposal using the BC Bid system. Use of an e-bidding key is effective as a signature.

OR

Hard Copy Submission: Proponents must submit **ONE (1)** hard-copies and **ONE (1)** electronic copy on a USB Drive of its proposal. Proposals submitted by hard copy must be submitted by hand or courier to:

**Sunshine Coast Regional District
1975 Field Road
Sechelt, BC
V0N 3A1**

Regardless of submission method, proposals must be received before Closing Time to be considered.

A proposal is deemed to incorporate the Confirmation of Proponent's Intent to Be Bound below, without alteration.

CONFIRMATION OF PROPONENT'S INTENT TO BE BOUND:

The enclosed proposal is submitted in response to the referenced Invitation to Tender, including any Addenda. By submitting a proposal the Proponent agrees to all of the terms and conditions of the ITT including the following:

- a) The Proponent has carefully read and examined the entire Invitation to Tender;
- b) The Proponent has conducted such other investigations as were prudent and reasonable in preparing the proposal; and
- c) The Proponent agrees to be bound by the statements and representations made in its proposal.

PROPONENT NAME (please print): _____

NAME OF AUTHORIZED REPRESENTATIVE (please print): _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

DATE: _____

TABLE OF CONTENTS

		Page
	Title Page	
Section One	Terms and Conditions	3
	Scope of work	11
Section Two	Tender Document	13
	Invitation to Tenderers	14
	Instructions to Tenderers Part 1	16
	Form of Tender	24
	Sample Agreement	36
Appendix 1	Schedule of Quantities and Pricing	29
Appendix A	SCRD Approved Products List (attachment) (3 pages)	
Appendix B	Bridge Record Drawings (attachment)(7 pages)	
Appendix C	Issued for Tender Drawings (attachment)(4 pages)	

1.0 SECTION ONE: TERMS & CONDITIONS

1.1 GENERAL CONDITIONS

1.1.1 FORM OF OFFER

This ITT must be completed in its entirety and it is the Proponents sole responsibility to ensure that the submission and the number of copies in the form required are received on time and at the proper location. Failure to properly complete this may cause your submission to be rejected. Submissions received after the closing time will be returned unopened.

The submissions should be placed in a sealed envelope and addressed as per Section Two: Instruction to Tenderers Part 1 Item 3.0 Submission of Tenders.

1.1.2 ORAL OR ELECTRONIC SUBMISSIONS

Oral, email or faxed submissions will not be accepted. Submissions may only be submitted as noted on the cover page.

1.1.3 SIGNATURE REQUIRED

Submissions must be properly signed in the places provided (Form of Tender) by an officer, employee or agent having authority to bind the Proponent by that signature.

1.1.4 CLARIFICATIONS, ADDENDA & MINOR IRREGULARITIES

If any Proponent finds any inconsistencies, errors or omissions in the documents or requires information, clarification of any provision contained therein, they shall submit their query in writing via email, addressed as follows:

*Gordon Rischaneck, Purchasing Officer
purchasing@scrd.ca
Sunshine Coast Regional District
1975 Field Road, Sechelt, BC V0N 3A1*

Questions regarding this document must be received by 15:00 five (5) business days prior to the closing date.

Any interpretation of, addition to, deletions from or any other known corrections to the documents, will be issued as written addendum by the Sunshine Coast Regional District (Regional District) and will be emailed to all Proponents.

1.1.5 WITHDRAWAL

By submitting a clear and detailed written notice, the Proponent may amend or withdraw its proposal before the closing time. Unless the ITT otherwise provides, Proponents should use a consistent submission method for submitting proposals and any amendments or withdrawals. Upon closing time, all proposals become irrevocable. The Proponent will not change any part of its proposal after the closing time unless requested by the Regional District for purposes of clarification.

1.1.6 CONDUCT OF CONTRACT

Unless otherwise specified within this document, any queries regarding this document are to be directed to the Purchasing Department at purchasing@scrd.ca. No other verbal or written instruction or information shall be relied upon by the Proponent, nor will they be binding upon the Regional District.

1.1.7 INDEMNITY

The Proponent must indemnify and save harmless the Regional District, its employees, Board Members and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Regional District or any of the Regional District's employees, Board Members or agents may sustain, incur, suffer or be put to at any time, either before or after this agreement ends, to the extent the loss is directly or indirectly caused or contributed to by:

- any act or omission by the Proponent or by any of the Proponent's agents, employees, officers, directors or Subcontractors in connection with this agreement; or
- any representation or warranty of the Proponent being or becoming untrue or incorrect.

1.1.8 SUSTAINABILITY POLICY

The Regional District adheres to its sustainability policy and considers submissions not only on the total cost of goods or services, but submissions that addresses the environment and social factors. The intent of the Regional District's policy is to shift spending away from goods and services that negatively impact the environment and society toward product and services that are more environmentally sound and socially beneficial.

1.1.9 ENVIRONMENTAL RESPONSIBILITY

The Regional District is committed to preserving the environment. Proponents shall provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Proponent supplies materials, and where such materials may cause adverse effects, the Proponent shall indicate the nature of the hazard in its submissions. The Proponent agrees to advise the Regional District of any known alternatives or substitutes for such materials that would mitigate the effects of any adverse condition of the environment.

1.1.10 INVOICING & PAYMENTS

The Proponent is required to issue an invoice to the Regional District for the goods or services that are rendered. The Regional District has a standard payment terms of net 30 days. Upon approval of the invoice(s) by the Regional District's budget manager(s), the Regional District will process the payment within our standard payment terms. Original invoices are to be forwarded to the accounts payable department at accounts.payable@scrd.ca. Where applicable the purchase order number assigned must be stated on the invoice otherwise payment may be delayed.

1.1.11 PRICING, CURRENCY AND TAXES

Prices offered are to be provided in Schedule of Quantities and Prices. Prices will be firm for the entire Contract period unless this tender specifically states otherwise. All lump sum fees shall be in Canadian dollars and include all costs of performing all the services required before and after tax(es).

The Proponent must provide their GST/PST number as a provision of the contract.

1.1.12 EXTRAS

No payments for extras will be made unless prior written approval change order has been issued by the Regional District.

1.1.13 IRREVOCABLE SUBMISSION

Proposals will be open for acceptance for at least 90 days after the closing time. The Regional District may request the date to be extended to 120 days if the process requires more time to execute such as seeking for board approval.

1.1.14 TIME IS OF THE ESSENCE

Time shall be of the essence in this contract. The Regional District reserves the right to cancel any order if not fulfilled within a reasonable time and in accordance with the terms and conditions specified.

1.1.15 ASSIGNMENT

The Proponent will not assign or transfer its obligations under this agreement, in whole or in part, without the written consent of the Regional District. All assignments must be listed and are subject to approval by the Regional District.

1.1.16 OWNERSHIP OF DOCUMENTS & FREEDOM OF INFORMATION

All proposals and other records submitted in response to this ITT shall become the property of the Regional District and as such will be subject to the provisions of the Freedom of Information and Protection of Privacy Act, and the ITT, will be held in confidence. For more information on the application of the Act, go to http://www.cio.gov.bc.ca/cio/priv_leg/index.page.

1.1.17 RESERVATION OF RIGHTS

In addition to any other reservation of rights set out in the ITT, the Regional District reserves the right, in its sole discretion:

- to modify the terms of the ITT at any times prior to the closing time, including the right to cancel the ITT at any time prior to entering into a contract with a Proponent;
- in accordance with the term of the ITT, to accept the submission or submissions that it deems most advantageous to itself;
- to waive any non-material irregularity, defect of deficiency in a submission;
- to request clarification from a Proponent with respect to its submission, including clarification as to provisions in its submission that are conditional or that may be inconsistent with the terms and conditions of the ITT, without any obligations to make such a request to all Proponents, and consider such clarifications in evaluating the submission;
- to reject any submission due to unsatisfactory references or unsatisfactory past performance under contracts with the Regional District, or any material error, omissions or misrepresentation in the ITT;
- at any time, to reject any or all submissions; and
- at any time, to terminate the competition without award and obtain the goods and services described in the ITT by other means or do nothing.

1.1.18 COST OF SUBMISSION

Proponents are solely responsible for their own expenses in participating in the tender process, including costs in preparing a proposal and for subsequent finalizations with the Regional District, if any. The Regional District will not be liable to any Proponent for any claims, whether for costs, expenses, damages, losses or liability incurred by the Proponent in preparing its proposal, loss of anticipated profit in connection with any final contract, or any other matter whatsoever.

1.1.19 ACCEPTANCE OF TERMS

Submission indicates acceptance of all the terms and condition, including those that follow and that are included in all appendices and any addenda.

1.1.20 PROPONENT'S RESPONSIBILITY

It is the Proponent's responsibility to ensure that the terms and condition contained herein are fully understood and to obtain any further information required on its own initiative. The Regional District reserves the right to share, with all Proponents, all questions and answers related to this document.

1.1.21 OPENING OF SUBMISSIONS

1.1 Submissions will be opened:

- in public, at the closing location, immediately after the closing date and time, and the submissions will be opened and read; or
- in private.

1.2 Submissions will be evaluated in private, including submissions that were opened and read in public, if applicable. The contract will not be awarded at the time of opening.

If only one submission is received, the Regional District reserves the right to open the submission in private or if the total bid price exceeds the estimated budget for the contract, the Regional District may cancel and re-tender, accept, not accept and cancel or re-scope the work seeking a better response, with or without any substantive changes being made to the tender documents.

If more than one submission is received from the same Proponent, the last submission received, as determined by the Regional District, will be the only submission considered.

1.1.22 MANDATORY REQUIREMENTS

Submissions not clearly demonstrating that they meet the following requirements will receive no further consideration during the evaluation process:

- a) Submissions must be received at the closing location before the closing time.
- b) Submissions must be in English.
- c) Submissions must be submitted in a sealed envelope and include one original and one digital copy on a USB Stick (total of two).
- d) Form of Tender of this document must be signed and submitted.

1.1.23 EVALUATION

Upon receiving submissions, the Regional District will conduct an evaluation process. The Regional District will be under no obligation to receive further information, whether written or oral, from any Proponent. The Regional District is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a submission.

All submissions will be evaluated for their completeness and suitability with respect to the requirements of the Regional District by a committee composed of Regional District's staff or designates, which may include third party consultant(s).

The evaluations will be weighted between completeness of the submissions & mandatory requirements and financial response. The lowest priced or any submission will not necessarily be accepted.

1.1.24 AWARD OF CONTRACT

The Purchasing Policy at the Regional District offers contracts to businesses through an open, fair and consistent competitive bidding process. This ensures that the Regional District will receive the best overall value for the goods and services it requires. The Regional District reserves the right to cancel, award all or part of the scope of work described in this document to a single Proponent or may split the award with multiple Proponents.

All awards are subject to Board approval that meets the needs as determined by the Board. The Regional District, in receipt of a submission from a Proponent, may in its sole discretion consider the Proponent to have accepted the terms and conditions herein, except those expressly excluded or changed by the Proponent in writing.

The ITT shall not be construed as an agreement to purchase goods or services. The lowest priced or any proposal will not necessarily be accepted. The ITT does not commit the Regional District in any way to award a contract.

1.1.25 INSURANCE & WORKSAFE

The Proponent shall obtain, provide proof of and continuously hold for the term of the contract, insurance coverage with the Regional District listed the minimum limits of not less than those stated below:

- a) Commercial General Liability – not less than \$5,000,000 per occurrence
- b) Vehicle Third Party – not less than \$3,000,000 per occurrence

The Proponent is required to add Regional District, and the Ministry of Transportation and Infrastructure, as an “additional insured” on the Commercial General Liability policy of insurance and the policy shall contain a cross-liability/severability of interest clause.

The Proponent must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Proponent’s obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

The Proponent must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Proponent’s expense if:

- the Proponent is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
- such personal optional protection insurance is available for the Proponent from WorkSafeBC or other sources.

Within 15 business days of being requested to do so by the Regional District, the Proponent must provide the Regional District with evidence of the Proponent’s compliance with the *Workers Compensation Act*.

1.1.26 COLLUSION

Except otherwise specified or as arising by reason of the provisions of these documents, no person, or corporation, other than the Proponent has or will have any interest or share in this proposal or in the contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponent in connection with responses submitted for this project and the Proponent has no knowledge of the context of other responses and has no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the submission.

1.1.27 LIABILITY OF ERRORS

While the Regional District has used considerable efforts to ensure information in the ITT is accurate, the information contained in the ITT is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Regional District, nor is it necessarily comprehensive or exhaustive. Nothing in the ITT is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the ITT.

1.1.28 LAW

This ITT and any resulting agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

1.1.29 CONFLICT OF INTEREST & SOLICITATION

A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may, in the Regional District's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the ITT. This includes, but is not limited to, involvement by a Proponent in the preparation of the ITT or a relationship with any employee, contractor or representative of the Regional District involved in preparation of the ITT, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Purchasing Department prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the ITT.

A Proponent must not attempt to influence the outcome of the ITT process by engaging in lobbying activities. Any attempt by the Proponent to communicate for this purpose directly or indirectly with any employee, contractor or representative of the Regional District, including members of the evaluation committee and any elected officials of the Regional District, or with the media, may result in disqualification of the Proponent.

1.1.30 DEFAULT & TERMINATION

The Regional District at its sole discretion may immediately terminate any contract awarded through this process if there is a major violation of agreed terms and conditions or where the Proponent has taken an action against the Regional District. During the contract period, should the Regional District experience budget restraint or operational requirements that require a review of this contract, the Regional District reserves the right to terminate this contract without penalty, with three weeks written notice. If key personnel changes the Regional District reserves the right to terminate the contract prior to term.

The Regional District may, by Notice of Default to the Proponent, immediately terminate in whole or in part of the contract if the Proponent fails to perform the services required. In the event the Regional District does terminate the contract in whole or in part as specified above, the Regional District may acquire goods or services in an alternative method for business continuity and the Proponent shall be liable to the Regional District for any incurred additional costs as liquidated damages.

1.1.31 DISPUTE RESOLUTION

In the event of any dispute between the parties arising out of or in connection with this ITT or any resulting agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:

- the parties must initially attempt to resolve the dispute through collaborative negotiation;
- if the dispute is not resolved through collaborative negotiation within 15 business days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society; and
- if the dispute is not resolved through mediation within 30 business days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

Unless the parties otherwise agree in writing, an arbitration or mediation will be held in Vancouver, British Columbia. And unless the parties otherwise agree in writing, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration other than those costs relating to the production of expert evidence or representation by counsel.

1.1.32 FORCE MAJEURE (ACT OF GOD)

Neither party shall be responsible for any delay or failure to perform under its obligations under this contract where such delay or failure is due to fire, flood, explosion, war, embargo, governmental action, Act of Public Authority, Act of God, or to any other cause or similar force majeure event beyond its control, except labour disruption. In the event force majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause.

1.1.33 CONFIDENTIALITY

The Proponent acknowledges that prior to the closing time it may be required to enter into a confidentiality agreement with the Regional District in order to obtain access to confidential materials relevant to preparing a proposal.

1.1.34 RIGHT TO DO WORK

If the Proponent neglects to perform the work properly or fails to perform any provision of this contract, the Regional District after five days written notice to the Proponent, without prejudice to any other remedy, make good such deficiencies and may deduct all cost due to the Proponent.

1.1.35 WORKERS

The Contractor shall maintain good order and discipline among the Contractor's employees and the Subcontractors engaged in the work. The Contractor shall not employ, or permit Subcontractors to employ, worker who are not skilled in the assigned task. The Contractor shall employ sufficient workers to perform the work.

1.1.36 SAFETY

The Proponent will not knowingly employ anyone who may be a threat to the safety of public or employees or to the smooth operation of the Regional District. Anyone deemed to be a threat to safety will be immediately removed (at the sole discretion of the Regional District). All equipment used by the Proponent to be in good repair and free of any leakage of any kind.

1.1.37 ADVERTISEMENT

The successful Proponent will not use the name of the Regional District or any of the contents of this document in any advertising or publication without prior written consent from the Regional District.

1.1.38 BYLAW

The Proponent will ensure compliance with and conform to all health and safety laws, bylaws or regulations of the Province of British Columbia, including without limitation the *Workers Compensations Act* and Regulations pursuant thereto.

1.2 SPECIFIC CONDITIONS

1.2.31 SUBCONTRACTORS

- Unless the ITT states otherwise, the Regional District will accept proposals where more than one organization or individual is proposed to deliver the services described in the ITT, so long as the proposal identifies the lead entity that will be the Proponent and that will have sole responsibility to deliver the services under the Contract. The Regional District will enter into a Contract with the Proponent only. The evaluation of the Proponent will include evaluation of the resources and experience of proposed sub-contractors, if applicable.
- All subcontractors, including affiliates of the Proponent, should be clearly identified in the proposal.
- A Proponent may not subcontract to a firm or individual whose current or past corporate or other interests, may, in the Regional District's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the ITT. This includes, but is not limited to, involvement by the firm or individual in the preparation of the ITT or a relationship with any employee, contractor or representative of the Regional District involved in preparation of the ITT, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether a proposed subcontractor might be in a conflict of interest, the Proponent should consult with the Regional District Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the ITT.
- Where applicable, the names of approved subcontractors listed in the proposal will be included in the Contract. No additional subcontractors will be added nor other changes made to this list in the Contract without the written consent of the Regional District.

1.2.32 PERMITS AND LICENSES

The Contractor shall obtain all permits, licenses, approvals and certificate which, as of the tender closing date and time, are generally required for the performance of the work (collectively the "contractor permits"). Contractor permits shall include all municipal construction permits and approvals. The Contractor shall pay all Contractor permit fees.

1.2.33 BID BOND

The tender must be accompanied by a tender security ("Bid Security") in the form of a bid bond issue by a surety licensed to carry on the business of suretyship in British Columbia in a form reasonable satisfactory to the Regional District or a certified cheque or bank draft or letter of credit in a form acceptable to the Owner in the amount equal to 10% of the tender price as per Section Two: Form of Tender paragraph 4.1.2.

1.2.34 PERFORMANCE BOND

As per Section Two: Form of Tender paragraph 4.1.2, within 15 days of receipt of the written notice of award, the successful Proponent will deliver to the Regional District a performance bond and a labour and material bond, each in the amount of 50% of the contract price, covering the performance of the work including the successful Proponent'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 Regional District; or

A bank draft, in the amount of 20% of the total contract price. The bank draft less 5% of the total contract price will be returned 60 days after substantial performance which will be held until the end of the one year warrantee period; or

A letter of credit, in the amount of 20% of the total contract price, without a termination date. The letter of credit will be returned 60 days after substantial performance and after the issuance of a letter of credit for the warrantee period, without a termination date in the amount of 5% of the total contract price which will be held until the end of the one year warrantee period.

1.2.35 HOLDBACK

Invoices are subject to a holdback as per Master Municipal Construction Documents (MMCD) General Condition's section 18.4. The Regional District shall hold back 10%, or other percentage as required by the Builders Lien Act, of any amounts due to the Contractor as a builder's lien holdback. No interest or other charges shall accrue on any amounts retained.

1.2.36 SUBSTANTIAL PERFORMANCE

The successful Proponent shall advise the Regional District when the work has reached substantial performance and shall review all completed work with the Regional District for the purposes of final inspection, deficiencies and commissioning as per MMCD General Condition's section 18.6. If any deficiencies are identified, the successful Proponent is required to provide the Regional District with a reasonable time period for the correction. The Regional District will provide acknowledgment of those corrections and time frame. The Regional District will conduct further inspections.

1.2.37 HOLDBACK RELEASE

The Regional District shall pay any builders lien holdbacks as required by the Builders Lien Act, or on such other dates as required by law but the Regional District may hold back the amounts for any deficiencies of filed builder's liens. The successful Proponent will provide the Regional District with a written request for its release, with a clearance letter from the Workers' Compensation Board, a certification of Substantial Performance and/or any written report confirming the satisfaction from the Regional District that all monies owing to the successful Proponent's workers, subcontractors, material and equipment suppliers and government agencies have been satisfactorily paid as per MMCDs General Conditions paragraph 18.6.5.

1.2.38 CLEANUP

The successful Proponent will maintain the site in a clean and orderly condition.

As per MMCDs General Conditions section 4.14, upon attaining Substantial Performance, the successful Proponent shall remove all surplus products, tools, construction machinery and equipment relating to the work that is not required for the performance of the remaining work. The successful Proponent shall also remove waste, debris and waste products other than that cause by the Regional District or other Contractors, and leave the place of work clean and suitable for occupancy by the Regional District unless otherwise specified in the contract documents or directed.

If the successful Proponent fails or refuses to remove all such products, materials, equipment and waste within a reasonable time after achieving Substantial Performance, The Regional District will issue a written notice to the Successful Proponent to remedy such failure or refusal by providing a reasonable amount of time to amend the conditions, after which the Regional District may do or cause to be done the removal and all reasonable resulting costs incurred by the Regional District may be deducted from any amounts owing to the successful Proponent.

SECTION ONE: TERMS & CONDITIONS Scope of Work

Chapman Creek Bridge Watermain Replacement

1.3.1 Introduction

A visual inspection of exposed waterlines in the Sunshine Coast Regional District (SCRD) was undertaken in April 2015. The inspections concluded that the Chapman Creek Bridge watermain has widespread corrosion and some loss of steel section depth near the abutments. The report recommended that the exposed watermain be cleaned and painted to prevent further corrosion.

In August 2017 water was observed to be leaking from the exposed watermain and a patch was installed to repair the leak. The occurrence of the leak initiated the decision to replace the full span of the exposed watermain rather than rehabilitating the exterior surface.

1.3.3 Proposed Work

The proposed work consists of the supply and installation of approximately 45 m of 200 mm HDPE waterline and all required fittings to construct an aerial crossing of Chapman Creek. The aerial crossing will be attached to the existing bridge on the Sunshine Coast Highway. Removal of the existing watermain is also included.

Project details can be found in the following attachments:

- Appendix A: Design Drawings
- Appendix 1: Schedule of Quantities

1.3.4 Contractor Responsibilities

The Proponent will be responsible for the following:

- Supply and installation of waterworks as per design drawings (Appendix A).
- Notifying the Regional District of any issues during construction. Any changes to the design will need to be approved in writing by the Regional District prior to implementation.
- Notifying public of planned disruptions to road access and water service.
- Traffic and pedestrian control during construction.
- Site rehabilitation following construction.
- Removal of products, materials, and waste following construction.

The following Proponent responsibilities will need to be coordinated with the Regional District:

- Locating all existing water mains that are being replaced.
- Pressure testing the waterlines to 160 psi.
- Disinfection of new waterlines and properly neutralizing and discharging during flushing.
- Tie-in to existing waterlines.

In addition to these specific requirements, the Proponent must follow all WorkSafe BC guidelines and maintain a safe and tidy construction site for the duration of the project.

1.3.5 Contract Administration

The Regional District has contracted with Onsite Engineering to provide contract administration services for the project.



Section Two

Tender Document



**INVITATION TO TENDER (ITT)
SUNSHINE COAST REGIONAL DISTRICT**

Contract: Chapman Creek Bridge Watermain Replacement

Reference No: ITT 18 368

The Owner (Sunshine Coast Regional District) invites tenders for:

- Supply and install approximately 45 m of 200 mm HDPE waterline and all required fittings to construct an aerial crossing of Chapman Creek.
- The aerial crossing to be attached to the existing bridge on the Sunshine Coast Highway
- Removal of the existing watermain.

ITT Documents are available at the Regional District website www.scrd.ca or on BC Bid at www.bcbid.gov.bc.ca. Addenda will be placed on the Regional Districts website and on BC Bid. It is the Tenderer's responsibility to ensure they have reviewed and acknowledged any addenda issued prior to Tender closing.

Tender Closing Time:	3:00 pm local time
Tender Closing Date:	January 25, 2019
Tender Closing Location:	Sunshine Coast Regional District 1975 Field Road, Sechelt, BC V0N 3A1
Optional Pre-Tender	10:00 A.M., local time
Site Meeting:	Wednesday, January 9, 2019 Brookman Park (parking lot)

For more information, please contact:

Sunshine Coast Regional District

Gordon Rischaneck
604-885-6800 ext 6119.
purchasing@scrd.ca

The ITT documents were prepared in collaboration with:
ONSITE ENGINEERING LTD.
#2 – 252 East 1st Street
North Vancouver, BC V7ZL 1B3

**TENDER DOCUMENTS DEVELOPED FROM:
MASTER MUNICIPAL CONSTRUCTION DOCUMENTS**

TENDER CONTENTS

This tender has been developed following the procedures, processes and requirements contained in the Master Municipal Construction Documents, Volume I, Tender Document Production Manual (printed 2000). The Tender has been developed to address specific requirements of the Sunshine Coast Regional District.

1. This tender document contains sections and clauses that have been modified to meet the specific requirements of this Project and the Sunshine Coast Regional District.

Invitation to Tenderers

Instructions to Tenderers

Form of Tender

- Appendix 1 - Schedule of Approximate Quantities and Unit Prices
- Appendix 2 - Preliminary Construction Schedule
- Appendix 3 - Experience of Superintendent
- Appendix 4 - Comparable Work Experience
- Appendix 5 - Subcontractors

Agreement

- Schedule 1 - Schedule of Contract Documents
- Schedule 2 - List of Contract Drawings

Project Specific Supplementary Specifications

Project Specific Supplementary Conditions

- Appendix A – Regional District’s Approved Product List
- Appendix B – Bridge Record Drawings

2. This tender references the “Master Municipal Construction Documents: Instruction to Tenderers Part II, General Conditions, Specifications and Standard Detail Drawings (Platinum Book), Edition printed in 2009 and, as such, forms part of this tender document.

3. This tender also references amendments as approved by the MMCD Board as of September 2018 and, as such, form part of the tender document.

- Amendments to Instruction to Tenderers: Supplementary Instructions to Tenderers.
- Amendments to General Conditions: Supplementary General Conditions.
- Amendments to Specifications: Supplementary Specifications.

These amendments are available from the MMCD at
<https://www.mmcd.net/documents/supplementary-updates/>

*Instructions to
Tenderers - Part I*

1.0 Introduction IT - 1

2.0 Tender Documents IT - 1

3.0 Submission of Tenders IT - 2

4.0 Acceptance or Rejection of Tenders IT - 3

5.0 Additional Instructions to Tenderers IT - 3

THIS PAGE INTENTIONALLY LEFT BLANK

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

(TO BE READ WITH “INSTRUCTIONS TO TENDERERS - PART II”
CONTAINED IN THE EDITION OF THE PUBLICATION
“MASTER MUNICIPAL CONSTRUCTION DOCUMENTS” SPECIFIED IN ARTICLE 2.2 BELOW)

Owner: Sunshine Coast Regional District
(NAME OF OWNER)

Contract: Chapman Creek Bridge Watermain Replacement
(TITLE OF CONTRACT)

Reference No. 18- 368
(OWNER'S CONTRACT REFERENCE NO.)

1.0 Introduction

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

- Supply and install approximately 45 m of 200 mm ø HDPE watermain.
- Supply and install bridge hangers, pipe insulation, and connection to existing watermain on either side of the bridge.

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

Gordon Rischaneck
Purchasing Officer
1975 Field Road
Sechelt, BC
V0N 3A1

Tel: 604-885-6800 loc 6119
Fax: 604-885-7909
Email: purchasing@scrd.ca

1.3 Deadline for receiving comments is **January 18, 2019**

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 - 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:

Sunshine Coast Regional District

**Attention: Gordon Rischaneck
Purchasing Officer**

on or before:

Tender Closing Time: 3:00 pm, local time

Tender Closing Date: January 25, 2019

at

Address: Sunshine Coast Regional District
1975 Field Road
Sechelt, BC V0N 3A1

Fax: 604-885-7909

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

3.3 Tenders will not be opened in public.

4.0 Acceptance or Rejection of Tenders

4.1 The *Owner* reserves the right to reject any or all tenders, to waive irregularities and informalities at their discretion and to accept the tender which the *Owner* deems to be in its best interest. The lowest tender will not necessarily be accepted. Without limiting

the generality of the foregoing, any tender may be rejected for any of the following reasons:

- Incomplete tender.
- Obscured or irregular erasures or corrections in the Schedule of Prices.
- Prices omitted or unbalanced.
- Insufficient or irregular Tender Guarantees.
- Evidence of inadequate experience, or of inadequate capacity to perform the contract, or failure to qualify under conditions of the Tendering Requirement.
- Evidence of previous failure to perform adequately on similar work.
- The insertion by the Tenderer of conditions which vary the Tendering Requirements or the Tender Forms.
- Sufficient funds for the project are not legally available.

5.0 Additional Instructions to Tenderers

5.1

Construction Layout

- The Layout of the works shall be the responsibility of the Contractor. The Owner will provide the Contractor with an AutoCAD V2018 disc of the Contract Drawings.
- The Contractor shall have sole responsibility to ensure that all layout is sufficient to accurately construct the Works in accordance with the design detailed on the Contract Drawings. The Owner may, or may not, check the Contractor's survey.
- Quantity surveying shall be the responsibility of the Contract Administrator.
- The Contractor shall be required to utilize a 'pipe laser' and/or a directional boring tracking locator for grade and alignment control when installing pipe works. Grade and alignment shall be exactly as per the Contract Drawings unless approved otherwise by the Contract Administrator.

5.2

Project Schedule

- Time is of the essence and Substantial Performance of the Work
- The Work must be completed no later than **May 10, 2019**.
- The SCRD intends on awarding this Contract by the end of February 2019.

5.3

Master Municipal Construction Documents Volume II

Copies of the Master Municipal Construction Documents Volume II, (2009) Instructions to Tenderers – Part II, General Conditions, Specifications and Standard Detail Drawings are available separately from:

Support Services Unlimited
102 - 211 Columbia Street
Vancouver, BC V6A 2R5

Tel: 604-681-0295
Fax: 604-681-4545

5.4 **Instructions to Tenderers – Part 2**

The Tenderer's attention is drawn to the Form of Tender, Appendices. The Contractor must complete all appendices in the Form of Tender, initial all pages and properly execute the Form of Tender document. Tenders submitted without all the required information and execution of the document will be rejected as a non-compliant tender.

5.5 **Construction Water Usage as Follows:**

"Water usage for construction purposes is available from the Sunshine Coast Regional District. The Contractor must obtain a hydrant box c/w backflow preventer from the SCRCD – the rental and water usage cost will be waived for this project."

5.6 **Optional Pre-Tender Site Meeting**

A **Optional** Pre-Tender Site meeting is scheduled for **10:00 AM** on **January 9, 2019**. The meeting will commence at the project site, meet at Brookman Park(parking lot)

5.7 **Hours of Work**

Hours of work are restricted to Monday – Friday between 7:00 AM an 7:00 PM, excluding statutory holidays. Any work undertaken outside of these hours must be approved by the *Contract Administrator*. Night work may undertaken with prior approval from the District of Sechelt.

*Supplementary Instructions to
Tenderers - Part II*

(TO BE READ WITH “INSTRUCTIONS TO TENDERERS - PART II”
CONTAINED IN THE EDITION OF THE PUBLICATION
“MASTER MUNICIPAL CONSTRUCTION DOCUMENTS” SPECIFIED IN ARTICLE 2.2 BELOW)

These Supplementary Instructions to Tenderers Modify the MMCD Instructions to Tenders Part II in the following sections:

IT	Paragraph	Title
5	5	Tender Requirements

(Add new paragraph 5.5 as follows):

The Tenderer shall submit, as part of the tender, a *Consent of Surety*, issued by a surety licensed to carry on the business of suretyship in British Columbia, in a form satisfactory to *the Owner*.

The *Consent of Surety* is to guarantee that a performance bond and a labour and material payment bond, each equal to fifty percent (50%) of the total tender price, plus GST, as per the Form of Tender - Appendix 1, be issued by the bonding company in accordance with paragraph 5.1.1(a) of FT – Page 2.

Form of Tender

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

Owner: **Sunshine Coast Regional District**
Contract: **Chapman Creek Bridge Watermain Replacement**
Reference No. **18-368 ITT**

To Owner:

**1.0 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)

**2.0 ACCORDINGLY
WE HEREBY OFFER**

1.2 have full knowledge of the *Place of the Work*, and the *Work* required; and
1.3 have complied with the Instructions to Tenderers; and
2.1 to perform and complete all of the *Work* and to provide all the labour, equipment and material all as set out in the *Contract Documents*, in strict compliance with the *Contract Documents*; and
2.2 to achieve Substantial Performance of the *Work* on or before **May 10, 2019** 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.

Tenderer's Initials _____

- 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.
- 3.0 WE CONFIRM:**
- 4.1 that the following appendices are attached to and form a part of this tender:
- 4.0 WE CONFIRM:**
- 4.1.1 the appendices as required by paragraph 5.3 of the Instructions to Tenderers – Part II; and
- 4.1.2 the *Bid Security* as required by paragraph 5.2 of the Instructions to Tenderers – Part II.
- 5.1 that this tender will be irrevocable and open for acceptance by the *Owner* for a period of **ninety [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*:
- 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*.
 - a Baseline Construction Schedule, as provided by GC 4.6.1;
 - a “clearance letter” indicating that the tenderer is in Worksafe BC compliance; and
 - 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.

Tenderer’s Initials _____

6.0 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*.

Tenderer's Initials _____

**7.0 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)

(GST No.)

(WorkSafe BC No.)

Tenderer's Initials _____

Appendix 1 - Schedule of Quantities

Base Scope

Item	Section	Para	Specification Title	Unit	Quantity	Unit Price	Amount
	31 23 01		Excavating, Trenching and Backfilling Underground Utility				
1		1.10.4	Removal and Disposal of Disused Pipes	Lump Sum	1		
	32 12 16		Hot Mix Asphalt Paving				
2		1.5.1, 1.5.2	Asphalt Pavement -Lower Course # 1	Square metres	30		
3		1.5.1, 1.5.2	Asphalt Pavement -Upper Course # 1	Square metres	30		
	33 11 01		Waterworks				
4		1.8.2	Watermain HDPE DR11 200 mm diameter 1-2m depth of main - Imported Backfill	Lineal Metres	8		
5		1.8.3	Watermain HDPE DR11 200 mm diameter pre-insulated and installed with pipe hangers as shown on contract drawings	Lineal Metres	38		
6		1.8.3	Flex-Tend expansion Joint – 200 mm	Each	2		
7		1.8.3	Restrained Flange Adapter – 200 mm for HDPE pipe c/w stiffener	Each	2		
8		1.8.3	Restrained Flange Adapter – 200 mm for DI pipe	Each	2		
9		1.8.3	Linkseal rubber sealing element	Each	2		
Sub-Total							
GST							
Total							

Tenderer's Initials _____

Appendix 3 – Experience of Superintendent

Chapman Creek Bridge Watermain Replacement

(TITLE OF CONTRACT)

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

Name: _____

Experience: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Tenderer's Initials _____

Appendix 4 – Comparable Work Experience

Chapman Creek Bridge Watermain Replacement

(TITLE OF CONTRACT)

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

PROJECT	OWNER / CONTACT NAME	PHONE NUMBER	WORK DESCRIPTION	VALUE (\$)

Tenderer's Initials _____

Form of Agreement

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

BETWEEN *OWNER* AND *CONTRACTOR*

This agreement made in duplicate this

_____ day of _____, 20_____.

Contract: **Chapman Creek Bridge Watermain Replacement**

Reference No. **18-XXX**

BETWEEN:

The Sunshine Coast Regional District

(the "*Owner*")

AND:

(NAME AND OFFICE ADDRESS OF CONTRACTOR)

(the "*Contractor*")

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

- | | | | |
|------------------|---------------------------------|-----|---|
| Article 1 | The Work | 1.1 | The <i>Contractor</i> will perform all <i>Work</i> and provide all labour, equipment and material and do all things strictly as required by the <u><i>Contract Documents</i></u> . |
| | Start / Completion Dates | 1.2 | The <i>Contractor</i> will commence the <i>Work</i> in accordance with the <u><i>Notice to Proceed</i></u> . The <i>Contractor</i> will proceed with the <i>Work</i> diligently, will perform the <i>Work</i> generally in accordance with the construction schedules as required by the <u><i>Contract Documents</i></u> and will achieve <u><i>Substantial Performance</i></u> of the <i>Work</i> on or before April 12, 2019 subject to the provisions of the <u><i>Contract Documents</i></u> for adjustments to the <u><i>Contract Time</i></u> . |
| | | 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
- 3.1.1 the product of the actual quantities of the items of *Work* listed in the Schedule of Quantities and Prices which are incorporated into or made necessary by the *Work* and the unit prices listed in the Schedule of Quantities and Prices; plus
- 3.1.2 all lump sums, if any, as listed in the Schedule of Quantities and Prices, for items relating to or incorporated into the *Work*; plus
- 3.1.3 any adjustments, including any payments owing on account of *Changes* and agreed to Extra Work, approved in accordance with the provisions of the Contract Documents.
- 3.2 The Contract Price shall be the entire compensation owing to the *Contractor* for the *Work* and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the *Work*.

Article 4 Payment

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

Article 5 Rights and Remedies

- 5.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

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

Article 6 Notices

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

The *Owner*:

Sunshine Coast Regional District

1975 Field Road

Sechelt, BC V0N 3A1

Fax: _____

Email: _____

Attention: _____

The *Contractor*:

Fax: _____

Email: _____

Attention: _____

The *Contract Administrator*:

Fax: _____

Email: _____

Attention: _____

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

6.1.1 immediately upon delivery, if delivered by hand; or

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

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

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

6.4 The sender of a notice by 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:

SUNSHINE COAST REGIONAL DISTRICT

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

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

Schedule 1 Schedule of Contract Documents

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

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

- 8.2 Agreement, including all Schedules;
- 8.3 Supplementary General Conditions;
- 8.4 General Conditions*;
- 8.5 Project Specific Supplementary Specifications;
- 8.6 Specifications*;
- 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)

(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.)

List of Contract Drawings

Title	Drawing No.	Date	Revision Date	Revision No.
Cover Sheet				
Details and Notes	723-5-001	Sept 20,18		D
Plan and Profile	723-3-200	Sept 20,18		D
Details	723-3-201	Sept 20,18		D

Supplementary General Conditions

13 DELAYS

13.9 Liquidated Damages for Late Completion

SGC 13.9.1 Delete GC 13.9.1 and replace with the following:

13.9.1 If the *Contractor* fails to meet the *Milestone Dates for Substantial Performance and/or Total Performance* as set out in the *Form of Tender*, paragraph 2.2, as may be adjusted pursuant to the provision of the *Contract Documents*, then the *Owner* may deduct from the monies owing to the *Contractor* for the *Work*:

- a) as a genuine pre-estimate of the *Owner's* increased costs for the *Contract Administrator* and the *Owner's* own staff caused by such delay, an amount of **\$1,000.00** per day or pro rata portion for each *Day* that the actual *Substantial Performance and/or Total Performance* is achieved after the *Substantial Performance and/or Total Performance Milestone Dates*; plus
- b) all direct out-of-pocket costs, such as costs for safety, security, or equipment rental, reasonably incurred by the *Owner* as a direct result of such delay.

If the monies owing to the *Contractor* are less than the total amount owing by the *Contractor* to the *Owner* under (a) and (b), then any shortfall shall immediately, upon written notice from the *Owner*, and upon *Substantial Performance and/or Total Performance*, be due and owing by the *Contractor* to the *Owner*.

*Project Specific Supplementary
Specifications*

1.1 Ministry of Transportation and Infrastructure 'Highway Use Permit'

The water works within the area of Services are under the jurisdiction of the BC Ministry of Transportation and Infrastructure (MoTI). Therefore all construction practices related to road works will be in accordance with MoTI's "2012 Standard Specifications for Highway Construction (Nov. 1, 2011), Volumes 1 and 2," Amendments and the "Highway Use Permit" (to be provided by Owner). All work to be undertaken in accordance with the MoTI's Utility Policy Manual and BC Supplement to TAC Standards.

Refer to: <http://www2.gov.bc.ca/gov/content/transportation/transportation-infrastructure/engineering-standards-guidelines/standard-specifications-for-highway-construction>

1.2 Existing Utilities

- .1 The known existing utilities are shown on the Contract Drawings:
 - .1 Existing water
 - .2 Overhead Hydro and Telus
 - .3 Gas main and sanitary sewer on the opposite side of the bridge.
- .2 The 'as-built' information shown on the drawings for the existing utilities is not necessarily accurate and the existence and location of all utilities shall be confirmed with the respective Utility Companies, by the Contractor, in the field PRIOR TO DIGGING.

1.3 Location of Existing Services

- .1 The Contractor shall locate existing mains and services, which may be in conflict with the installation of these works, or which may be required to be connected to these works, sufficiently in advance of the installation, to permit the Contract Administrator to make any required design revisions or grade adjustments.
- .2 Payment for locating these existing mains and services is deemed to be included proportionately in the Unit Prices and Lump Sum amounts tendered and shall be incidental to the Works.

1.4 Disposal Sites

- .1 The Contractor shall locate their own legal dump site for disposal of all soil, rock and other unsuitable or excess material that results from the completion of the Works.
- .2 The Contractor shall dispose of any AC pipe in accordance with applicable regulations.

1.5 Traffic and Pedestrian Management

- .1 The Contractor will be required to provide a detailed Traffic Control Plan as described in the MoTI Traffic Control Manual for Work on Roadways (latest edition) and the MoTI Traffic Management Guidelines for Work on Roadways (September, 2001). Contractors must familiarize themselves with these documents in developing Traffic Control Plans for review and approval by the Contract Administrator and relevant authorities prior to construction. Plans to be submitted in Rapid Plan format.

The Contractor shall designate a Traffic Control Supervisor/Site Safety Officer responsible for site safety and traffic control with specific training as identified in the MoT Traffic Control Manual and Work Safe BC. The Traffic Control Supervisor must review signage identified in the Contractor's Traffic Plan prior to construction and then on a daily basis.

Access to private driveways must be maintained at all times and provision for minimum single lane, alternating traffic at all times.

The Contractor will be required to erect traffic information signs as indicated on the Cover Page of the Contract Drawings, advising local residents of works. Typical signs will be minimum 900 x 900 mm reading "Construction Ahead". A minimum of two (2) signs will be required.

The Contractor's Traffic Control Plan must detail the sign wording, locations for review/approval of Contract Administrators prior to construction.

On an as required basis or as directed by the Contract Administrator, the Contractor will be required to maintain minimum 2 flaggers on site at all times to safely direct traffic and/or pedestrians. Any work on the roadway will require traffic control.

Contractor to ensure two-way traffic is maintained at all times, controlled by flaggers. No trenches may be left open overnight without Contract Administrators' prior approval.

Public relations related to the Works and Traffic Control Plan is the responsibility of the Contractor and is considered incidental to the work.

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

The Contractor must liaise daily with all impacted residents and businesses.

Failure to comply with traffic control requirements may 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 proportionately in the tendered Unit Prices and Lump Sum amounts.

1.6 Public Notification

Add the following to Section 01 55 00, Clause 1.4:

- .1 Add 1.14.2 to Read: The Contractor shall be responsible for public relations including, but not limited to: written notices to residents where and when detours and/or access restrictions are occurring. The Contractor's forces shall personally advise residents (48 hours in advance) in writing, pre-approved by the SCRD of any disruption to access or any other service inconveniences. Costs incurred by the Contractor will be incidental to the Contract.

1.7 Water Supply Disruption Notice

- .1 Contractor to provide minimum of 48 hours written notification to affected consumers of impending water service interruption. Affected consumers to be identified in conjunction with the Owner. Contract Administrator and SCRD 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 48 hours' notice to Emergency Services of any water system shutdown, or inactivation of hydrants.
- .3 Contractor to arrange with the Owner for the operation of any water main 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 Owner once the Contract Administrator has supplied the Owner with all relevant testing, disinfection and flushing reports.
- .4 Contractor to provide at least 48 hours' notice to the Owner prior to tie-in work. Contractor to supply all materials, excavation, bedding, backfilling, compaction, gravel, pumps, approved lighting for night work and traffic control required to making tie-ins to existing mains.

1.8 Supplementary Specifications

Section	Subsection	Title	Supplementary Specifications
33 11 01 - Waterworks	2.0	PRODUCTS	Add "All waterworks supplies and material to conform to SCRD Approved Products List or as shown on the drawing/contract documents.

*Appendix A – Regional District's
Approved Products List*

*Appendix B – Chapman Creek Bridge
Record Drawings*

*Appendix C – Chapman Creek Bridge
Issued For Tender Drawings*

Sunshine Coast Regional District