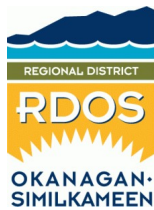




Myers Road Water Main Upgrade Contract

Myers Rd, Willowbrook



Regional District of Okanagan-Similkameen

Owner

Owner Contract Ref No:
RDOS-24-UTL-05



Stuart Betuzzi

Contract Administrator

Ecora File No.:
213588



PLACEHOLDER

Contractor

Contractor Ref No:

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The Master Municipal Construction Documents, Volume II 2019 Edition, shall apply to this Contract and it is the responsibility of the tenderer to obtain the document.

INVITATION TO TENDERERS

Owner: **Regional District of Okanagan-Similkameen**

(NAME OF OWNER)

Contract: **Myers Road Water Main Upgrade**

(TITLE OF CONTRACT)

Reference No. **RDOS-24-UTL-05**

(OWNER'S CONTRACT REFERENCE NO.)

The Owner invites tenders for: **Construction of approximately 300m of 150mm Watermain, air-release, re-connection of existing services, and other related fittings & appurtenances.**

(BRIEF DESCRIPTION OF THE WORKS)

Contract Documents are available during normal business hours at:

Regional District of Okanagan-Similkameen

101 Martin St, Penticton, BC

(LIST ADDRESSES FOR DOCUMENT PICKUP)

On payment of a non-refundable amount of \$ 75.00 including GST payable to:

Regional District of Okanagan-Similkameen

(NAME THAT CHEQUE SHOULD BE PAYABLE TO)

The Contract Documents are available for viewing at:

<https://bcbid.gov.bc.ca/>

(ADDRESS OR LINK WHERE CONTRACT DOCUMENTS CAN BE VIEWED)

Tenders are scheduled to close:

Tender Closing Time: **2 : 00** , PM **local time**

Tender Closing Date: **April 17, 2024**

Address: **RDOS**

101 Martin St

Penticton, BC, V2A 5J9

(ADDRESS WHERE TENDERS MUST BE SUBMITTED)

And/Or **Hard copies are required**

(EMAIL ADDRESS TO SEND)

Name of Owner's Representative:

Liisa Bloomfield

Office: 250-490-4229

(PHONE)

INSTRUCTIONS TO TENDERERS – PART 1

(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: **Regional District of Okanagan-Similkameen**

(NAME OF OWNER)

Contract: **Myers Road Water Main Upgrade**

(TITLE OF CONTRACT)

Reference No. **RDOS-24-UTL-05**

(OWNER'S CONTRACT REFERENCE NO.)

Introduction

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

**Construction of approximately 300m of 150mm Watermain,
air-release, re-connection of existing water services, and other
related fittings & appurtenances.**

(BRIEF DESCRIPTION OF THE WORKS)

1.2 Direct all inquiries regarding the Contract, to:

Myron Semegen, Engineering Technologist II

msemegen@rdos.bc.ca

(NAME AND POSITION OF INDIVIDUAL WHO WILL ANSWER INQUIRES)

Address: **101 Martin St**

Penticton, BC, V2A 5J9

Phone: **250-490-4117**

Fax: **250-492-0063**

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

Tenderer's Initials _____

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.

Submission of
Tenders

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

(Title of Position)

on or before:

Tender Closing Time: 2 : 00 , **PM** **local time**

Tender Closing Date: April 17, 2024

at

Address: **RDOS**

101 Martin St

Penticton, BC, V2A 5J9

(ADDRESS WHERE TENDERS MUST BE SUBMITTED)

And/Or **Hard copies are required**

(EMAIL ADDRESS TO SEND)

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

Tenderer's Initials _____

Additional
Instruction to
Tenderers

4.01 **General**

Questions will be accepted up to 54 hours prior to the closing date and time. Answers will be provided up to 48 hours prior to the closing time.

4.02 **Compensation**

Tenderers are advised that, except as expressly and specifically permitted in these instructions to the Tenderer, no Tenderer shall have any claim for any compensation of any kind whatsoever, as a result of participating in the tender, and by submitting a bid, each Tenderer shall be deemed to have agreed that it has no claim.

4.03 **Performance Bonding**

The Surety Association of Canada has prepared a new Standard for Performance Bonds. This format is described as “SAC Performance Bond 2012” and will be required to be provided by the successful tenderer as noted in the Form of Tender paragraph 5.1.1.

4.04 **Greenhouse Gas Emissions Fuel Consumption Tracking Requirements**

The *Contractor* will be required to track all fossil fuel consumption for each calendar year throughout the entire project. The Consultant/Contractor shall provide a fossil fuel report to the Regional District by February 1st of each year detailing the previous year’s usage. The consumption shall be tracked by vehicle type and type of fuel used, and should include all subcontractor usages. Upon request the Regional District will supply a sample template for reporting fuel use.

4.05 **Right to Negotiate**

After the *Tender Closing Time* and prior to the award of the *Contract*, the *Owner* reserves the full right to submit and negotiate, with the lowest Tenderer, any alterations, changes, or amendments the *Owner* may wish to make to the *Contract Documents* in order to bring the project within budgeted estimates. The lowest Tenderer shall be the Tenderer whose total tender is the lowest qualified bid, including any optional items selected for award by the *Owner*.

This Contract is subject to Regional District of Okanagan-Similkameen approval. It is the intent of the RDOS to proceed with the project, provided the tender falls within budget limits.

4.06 **Right to Reject**

The owner reserves the right to reject any tenders of a company that is, or whose principals are, at the time of tendering, engaged in a lawsuit against the Regional District in relation to work similar to that being tendered.

Tenderer's Initials _____

4.07 Quality Control Testing

Quality Control Material Testing (GC 4.12 and SGC

4.12.4): Note that the Contractor is responsible for arranging and paying the cost of all Quality Control Testing, as specified in the Contract Documents. Testing shall be completed by a certified materials testing company. Standard testing requirements are described in the Appendix A and in the Contract Drawings.

4.08 Construction Schedule

The Construction Schedule is required to be submitted by the Contractor in accordance with GC 4.6, shall include sufficient detail for the Contract Administrator to accurately monitor construction progress.

Milestone dates for the project are listed in the Form of Tender Appendix 2-Preliminary Construction Schedule.

4.09 Survey Layout and Asbuilt

The contractor will be required to provide construction layout and as-built survey for this project. The cost of the survey layout, which is not specifically listed as a separate item in the Schedule of Quantities and Prices, will be deemed incidental to the general purpose of the Contract and no separate payment will be made on account of such work, but the cost of any such work will be included in the tendered prices for the various items of work appearing in the Schedule of Quantities and Prices. The Contractor's surveyor shall locate, confirm and protect control points and preserve permanent reference points during construction, including property pins and survey monuments. Ecora Engineering & Resource Group Ltd. will provide the contractor with all digital CAD information.

The contractor will be required to supply surveyed asbuilt information in order for the Contract Administrator to certify each measurement (LM, SQ.M, EACH) on a progress payment. The contractor is encouraged to plan their surveying resources accordingly to ensure adequate asbuilt information. No Payment shall be made without backup survey data.

4.10 Existing Site Surface Features

The existence and location of all surface features which may be encountered during construction are not guaranteed to be shown on the Drawings. Notwithstanding any other provision of this Contract, the Contractor shall be solely responsible for confirming the existence, extent and location of surface features either shown on the Drawings or not, and the effect they may have on the Work. Surface features to be confirmed as part of the tender preparation shall include but not be limited to retaining walls, trees, shrubbery, ornamental features, signs, walkways, fences, irrigation and utility boxes. Unless specifically noted otherwise, no additional compensation will be made for protection, restoration or removal of surface features affected by the Work, or for the effect they may have upon the Work itself.

Tenderer's Initials _____

4.11 Property Access

Unless otherwise approved by the Contract Administrator, the Contractor shall keep access to all properties open at all times. The Contractor shall provide a property owner with at least 48 hours notice where the Contractor has requested an access be closed and the Contract Administrator has agreed that it is not possible to provide continuous access.

4.12 Emergency Access

The Contractor shall notify the RDOS, School District, Waste and recycling collection and Emergency Services of any work that may affect access two weeks in advance of the scheduled works.

4.13 Incidental Items

This contract is intended to include all works necessary to complete the project scope. Any items that are incidental to the project scope, as shown on the drawings or described in the contract documents, are to be included in the various unit prices on the Form of Tender.

4.14 Temporary Support of Utility Poles

Temporary support of utility poles is not identified as a separate payment item in the Form of Tender. Tenderers shall adjust their prices to ensure all costs associated with the temporary support of utility poles are accounted for within other payment items.

4.15 Pre-Tender Meeting

No pre-tender meeting is planned for this project.

4.16 Traffic Management Plan

The contractor's Traffic Management Plan will provide suitable traffic control measures as outlined in the Supplementary Specifications. The contractor must submit a copy of their Traffic Management Plan to the Contract Administrator and the RDOS for approval prior to starting construction.

4.17 Water Shutdowns

Notification for water shutdowns and inactivation of hydrants at anytime shall be given to the Willowbrook Fire Department. Supply from hydrants may be used for water testing purposes following permission from the Fire Chief.

4.18 Public Consultation

It is to be noted that the works will be undertaken in a residential area and due care, attention and respect shall be afforded to residents and adequate provision of measures to prevent disruption to the normal use are to be adopted. The Contractor shall undertake personal face to face meetings with residents for the purposes of notification of impending works, allowing a minimum of 48 hours' notice of disruption or obstruction to a resident's access. Costs for this will be incidental to the works. Residents shall be entitled to vehicular access their properties at the end of each working day and any excavations shall be covered appropriately to enable this. The Contractor shall be responsible for sourcing their own staging areas

Tenderer's Initials _____

- 4.19 **Safety Procedures for Working with Asbestos Concrete Pipe**
The contractor is to provide an Exposure Control Plan in writing with procedures that will be followed during construction for the removal of asbestos concrete (AC) pipe on the project. The procedure must follow WorkSafeBC guidelines on the handling and disposal of asbestos.
- 4.20 **Asbestos Concrete Pipe Disposal**
Contractor must contact Landfill 24 hours in advance of dumping AC pipe. A schedule must be provided to the RDOS so the Controlled Waste Cell (CWC) will be isolated. Tipping fees for disposal of AC pipe will be paid by the contractor and reimbursed as an extra expense to the contract, if needed.
- 4.21 **Construction Staging & Stockpile Areas**
The Contractor is responsible for the sourcing of staging areas around the project area for stockpiling material and storing equipment.
- 4.22 **Alternate Water Service Locations**
The location of individual curb stops and meter pits are to be discussed with the engineer and property owner if significant damage to landscaping will result in the work.

The contractor is advised that not all service locations may be noted on the drawing and the contractor will be required to confirm all service locations.

Tenderer's Initials _____

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: **Regional District of Okanagan-Similkameen**

(NAME OF OWNER)

Contract: **Myers Road Water Main Upgrade**

(TITLE OF CONTRACT)

Reference No. **RDOS-24-UTL-05**

(OWNER'S CONTRACT 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)

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* on or before

_____ ; and

(WORK DURATION OR DATE)

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

Tenderer's Initials _____

- 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 30 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, covering the performance of the Work including the Contractor’s obligations during the Maintenance Period, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the *Owner*;
- .2 a Baseline Construction Schedule, as provided by GC 4.6.1;
- .3 a “clearance letter” indicating that the tenderer is in Worksafe BC compliance; and
- .4 a copy of the completed RDOS Certificate of Insurance – Standard Certificate Form as specified in GC 24 indicating that all such insurance coverage is in place, naming Regional District of Okanagan-Similkameen as an additional insured to their commercial general liability policy. In addition, the Contractor must hold a minimum of \$5 million liability; and
- .5 a signed copy of the Prime Contractor Acceptance Agreement as shown in Schedule A; 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:

Tenderer's Initials _____

- 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: _____

(NAME)

(EMAIL)

This Tender is executed this

_____ day of _____, _____.

Contractor:

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

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Tenderer's Initials _____

Appendix 1

Schedule of Quantities and Unit Rates

All prices and Quotations including the Contract Price shall not include Taxes. GST shall be shown separately.)

Section	Specification Title	Contract Values			
		Unit	Quantity	Unit Price	Amount
01	General Requirements				
01 55 00	Traffic Control, Vehicle Access and Parking	LS	1		
01 71 23.16	Construction & Asbuilt Surveying	LS	1		
01 71 13	Mobilization & Demobilization	LS	1		
32	Roads and Site Improvements				
32 11 16.1	Granular Subbase				
32 11 16.11	300mm - 75mm(-) Crushed Granular Subbase	sq.m	45		
32 11 23	Granular Base				
32 11 23.01	150mm - 25mm(-) Crushed Granular Base	sq.m	45		
32 11 23.02	150mm - 25mm(-) Crushed Gravel Base - Driveway	Each	2		
32 12 16	Hot-Mix Asphalt Concrete Paving				
32 12 16.01	50mm Hot Mix Asphalt	sq.m.	45		
32 12 16.02	50mm - Asphalt Driveway	LS	1		
32 92 19	Hydraulic Seeding & Mulch	sq.m	950		
33	Utilities				
33 11 01	Waterworks				
Ecora to perform water sampling and transport to CARO. All restraining hardware to be Stainless Steel.					
33 11 01.01	150mm C900 PC235 PVC Pipe	LM	305		
33 11 01.02	150mm 22.5° HH Bend - c/w Joint Restraints & Thrust Block	Each	1		
33 11 01.03	150mm 45° HH Bend - c/w Joint Restraints & Thrust Block	Each	2		
33 11 01.04	150mm 90° HH Bend - c/w Joint Restraints & Thrust Block	Each	2		
33 11 01.05	150mm FFH Tee - c/w Joint Restraints & Thrust Block	Each	1		
33 11 01.06	150mm HFF Tee - c/w Joint Restraints & Thrust Block	Each	2		
33 11 01.07	150mm Blind Flange - c/w Joint Restraints & Thrust Block	Each	1		
33 11 01.08	150mm HF Gate Valve	Each	5		
33 11 01.09	150mm Blow-Off - c/w Joint Restraints & Thrust Blocks	Each	1		
33 11 01.10	150mm PVC x PVC Robar Coupler - Supply & Install	Each	1		
33 11 01.11	Cap & Abandon Existing Watermain	Each	1		
33 11 01.12	Hydrant Assembly & Lead (TC-C71P)	Each	2		
33 11 01.13	Air Release as per detail	Each	1		
33 11 01.14	25mm Municipal Tubing Water Service c/w Meter Pit	Each	4		
33 11 01.15	Water Tie-in	Each	1		
33 11 01.16	Reconnect existing water sample station	Each	1		

Total	
--------------	--

Tenderer's Initials _____

Appendix 2

Preliminary Construction Schedule

See paragraph 5.3.2 of the Instructions to Tenderers – Part II

Milestone Dates	
Substantial Performance:	
Total Performance:	

Activity	Construction Schedule (Weeks)									
	1	2	3	4	5	6	7	8	9	10

Tenderer's Initials _____

Appendix 3

Experience of Superintendent

Name: _____

Years of Experience: _____

Previous Project Name: _____

Dates: _____

Responsibilities: _____

References: _____

Previous Project Name: _____

Dates: _____

Responsibilities: _____

References: _____

Previous Project Name: _____

Dates: _____

Responsibilities: _____

References: _____

Tenderer's Initials _____

Appendix 4

Comparable Work Experience

Project	Value (\$)	Brief Description	Owner and/or Contact	
			Name	
			Phone	

Project	Value (\$)	Brief Description	Owner and/or Contact	
			Name	
			Phone	

Project	Value (\$)	Brief Description	Owner and/or Contact	
			Name	
			Phone	

Tenderer's Initials _____

Appendix 5

List of Subcontractors

Tender Item No.'s	Subcontractor Name	Phone Number

Tenderer's Initials _____

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FORM OF AGREEMENT

BETWEEN *OWNER* AND *CONTRACTOR*

This agreement made in duplicate this

_____ day of _____, _____ .

Contract: **Myers Road Water Main Upgrade**
(TITLE OF CONTRACT)

Reference No. **RDOS-24-UTL-05**
(OWNER'S CONTRACT REFERENCE NO.)

BETWEEN

The _____
(NAME OF OWNER)
(the "Owner")

AND:

(NAME AND OFFICE ADDRESS OF CONTRACTOR)
(the "Contractor")

The Owner and the Contractor agree as follows:

- | | | | |
|------------------|--|-----|---|
| Article 1 | The Work Start / Completion Dates | 1.1 | The <i>Contractor</i> will perform all <i>Work</i> and provide all labour, equipment and material and do all things strictly as required by the <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> on or before _____ subject to _____
(INSERT DATE OF SUBSTANTIAL PERFORMANCE)
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 | 2.1 | The " <i>Contract Documents</i> " consist of the documents listed or referred to in Schedule 1, entitled "Schedule of Contract |

- Documents** 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 *Work* (“*Contract Price*”) shall be the sum in Canadian dollars of the following:
- 1.1.1 the product of the actual quantities of the items of *Work* listed in the *Schedule of Quantities and Prices* which are incorporated into or made necessary by the *Work* and the unit prices listed in the *Schedule of Quantities and Prices*; plus
- 1.1.2 all lump sums, if any, as listed in the *Schedule of Quantities and Prices*, for items relating to or incorporated into the *Work*; plus
- 1.1.3 any adjustments, including any payments owing on account of *Changes* and agreed to *Extra Work*, approved in accordance with the provisions of the *Contract Documents*.
- 3.2 The *Contract Price* shall be the entire compensation owing to the *Contractor* for the *Work* and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the *Work*.
- Article 4 Payment**
- 4.1 Subject to applicable legislation and the provisions of the *Contract Documents*, the *Owner* shall make payments to the *Contractor*.
- 4.2 If the *Owner* fails to make payments to the *Contractor* as they become due in accordance with the terms of the *Contract Documents* then interest calculated at 2% per annum over the prime commercial lending rate of the Royal Bank of Canada on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.
- Article 5 Rights and Remedies**
- 5.1 The duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 5.2 Except as specifically set out in the *Contract Documents*, no action or failure to act by the *Owner*, *Contract Administrator* or *Contractor* shall constitute a waiver of any of the parties’ rights or duties afforded under the *Contract*, nor shall any such action or failure to

act constitute an approval of or acquiescence in any breach under the *Contract*.

Article 6 Notices

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

The *Owner*:

Regional District of Okanagan-Similkameen

101 Martin Street

Penticton, BC, V2A 5J9

Fax: **250-492-0063**

Email: **Utilities@rdos.bc.ca**

Attention: **Liisa Bloomfield, P.Eng., Senior Manager of Utilities**

The *Contractor*:

Fax: _____

Email: _____

Attention: _____

The *Contract Administrator*:

Ecora Engineering & Resource Group Ltd.

201 – 284 Main Street

Penticton, BC, V2A 5B2

Fax: _____

Email: **stuart.betuzzi@ecora.ca**

Attention: **Stuart Betuzzi, EIT**

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 or email 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 or email 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

(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”, 2019 Edition Volume II. All sections of this publication are included in the Contract Documents.

- 8.1 Agreement, including all Schedules;
- 8.2 Supplementary General Conditions (if any, insert title and edition date);
- 8.3 General Conditions*;
- 8.4 Supplementary Specifications (if any, insert title and edition date);
- 8.5 Specifications*;
- 8.6 Supplementary Standard Detail Drawings (if any, insert title and edition date);
- 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 Regional District of the Okanagan-Similkameen – Subdivision and Development Servicing Bylaw No. 2000, 2002;
- 8.13 Prime Contractor’s Acceptance Agreement;
- 8.14 MOTI Traffic Control Manual and Utility Policy Manual;
- 8.12 The following Addenda:

(ADDENDA, IF ANY)

Schedule 2

List of Contract Documents

(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.)

DRAWING NO.	TITLE	REVISION NO.	REVISION DATE
C0.0	Cover	0	2023-09-26
C1.1	Watermain Plan & Profile – 1	0	2023-09-26
C1.2	Watermain Plan & Profile – 2	0	2023-09-26
C2.0	Details	0	2023-09-26

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Supplementary General Conditions

The General Conditions for this project are contained in the Master Municipal Construction Documents (MMCD) 2019 Edition Volume II, except as specified in the following Supplementary General Conditions and MMCD Supplemental Updates (see Schedule 1 of the Agreement). These Supplementary General Conditions take precedence over the applicable MMCD General Conditions.

General Supplements

1. The Contractors coordination of any associated works by others will be considered incidental to the contract:
2. Contract Administrator and RDOS approval is required for any/all written notifications to adjacent owners.
3. Engineering Design Services includes survey control, only (per G.C. 3.3.5) progress payments and measurement of quantities plus Quality Control Assurance with testing as required.
4. The RDOS Utilities Department is responsible for operations of existing water valves and service meter boxes and repacking valves to be coordinated with the contractor.
5. Project Management weekly project meetings will be at a location to be determined.
6. To ensure no delays or work stoppages, the Contractor shall define detailed inspection and testing or quality control requirements for the following week's work.
7. Utilities pre-locates and construction adjacent to existing utilities includes the following requirements. The Contractor must pre-locate all existing utilities in three dimensions. Once located, the Contractor shall note any potential conflicts and adjust the alignment or grade of the new utilities to suit. The Contractor may be required to support existing utilities, poles and/or pole anchors during construction. The Contractor will be required to obtain a permit from Fortis BC for work under existing power lines.

Greenhouse Gas Emissions Fuel Consumption Tracking Requirements

8. The Contractor will be required to provide the quantity of fuel used to operate vehicles, equipment and machinery as part of the delivery of the services described in this contract. Fuel consumption associated with the provision of these services must be provided to the Contract Administrator prior to issuance of the Certificate of Total Performance.
9. Data provided shall include the following information:
 - a. Number of vehicles, by vehicle class, used to deliver the contracted service (heavy duty, light duty, off road);
 - b. Type of fuel consumed by each vehicle class (e.g. diesel / gasoline / natural gas / ethanol blend/ biodiesel blend); and
 - c. Litres of fossil fuels consumed in relation to the services delivered under the contract in each vehicle class, up to the dates specified above.
10. The Contractor shall make all reasonable efforts to reduce greenhouse gas emissions by adjusting operations accordingly, including but not limited to minimizing machine idling, scheduling efficient deliveries, staff carpooling, etc.

Restoration of Property Frontage and Boulevard Areas

11. The Contractor is responsible for restoring all boulevard and private property areas to a level as close to or better than pre-construction conditions as reasonably possible. Where changes need to be made, the Contractor shall work with the homeowners to replace the existing landscaping, fencing or hardscape to an acceptable condition.
12. Should any areas in this project require removal and replacement of existing fences or hardscape to complete service work, the Contractor shall carefully remove the fences or hardscape as necessary and then replace them to an equal or better condition. Final sign-off will be required by RDOS and homeowner.

13. Should any areas in this project require the removal of established sod, the Contractor shall replace it with sod when restoring the property area.
14. The Contractor shall take photographs, before the work begins and after the areas have been restored, of all boulevard and private property areas that are going to be disturbed or removed during construction. These photographs shall be supplied to the ROOS, electronically, prior to the deficiency walk thru.

Provincial Sales Tax

15. The Contractor shall include Provincial Sales Taxes in their unit prices. GST is added separately. The Contractor shall provide a breakdown to the Regional District of all PST at project completion.

1.0 Definitions

1.19 Contingency or Contingency Allowance

SGC 1.19.1 – Add the following:

The *Owner* will retain any unused portion of the *Contingency Allowance*, and the *Contractor* cannot make a claim for lost overhead or profit on the unused portion of the *Contingency Allowance*.

4.0 Contractor

4.3 Protection of Work, Property and the Public

SGC 4.3.4 - Add the following paragraph:

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

4.12 Tests and Inspections

SGC 4.12.4 – Add the following:

As a minimum, the Contractor shall perform at their own cost all tests, inspections and approvals of the Work necessary for Quality Control to ensure materials, products and workmanship are in strict conformance with the Contract Documents. Minimum Quality Control tests required are specified in the Supplementary Specifications.

The Owner may wish to undertake additional Quality Assurance testing at their discretion. This testing does not relieve the Contractor of the requirements for Quality Control.

SGC 4.12.6 (2) – Add the following:

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

6.0 Other Contractors

6.4 Shallow Utility Work By Others

SGC 6.4 – Add the following:

6.4.1. Utility removal, relocation, adjustment or upgrading work may be required to be completed by others within the work area during the project. The Owner reserves the right to make changes in the design and scope of work as a result of conflicting utilities if required. Standard Contract clauses for Changes will apply.

6.4.2. The Contractor shall coordinate work with Regional District Utilities Department, and Gas, Electrical and Communication Companies as required for any conflicts, adjustments, or protective measures. The Contractor shall permit and accommodate other contractors or companies working within the site on shallow utility work or other utility improvements. Contractor shall remain the Prime Contractor as per GC 21.2.

9.0 Valuation of Changes and Extra Work

9.5 Adjustments of Contract Time

SGC 9.5.3 – Delete 9.5.3 and replace with the following:

9.5.3. The Construction Schedule shall include allowance for all Optional Work unless specified otherwise in the Contract Documents. If the Contract Administrator authorizes Optional Work pursuant to GC 7.4.1. then the related Change Order shall not include any adjustment to the Contract Time.

18.0 Payment

18.2 Supporting Documentation

SGC 18.2.3 – Add the following:

18.2.3 The contractor shall provide as-built survey data supporting their payment claim of all Pipe, Fittings, Appurtenances, Asphalt, and Hydraulic Seeding & Mulch.

18.6 Substantial Performance

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

18.6.4 The Contract Administrator shall include the date of Substantial Performance in the Certificate of Substantial Performance. The date for Total Performance shall be the set number of Days after Substantial Performance as listed in Appendix 2 of the Form of Tender, unless otherwise agreed by the Contract Administrator. The Contractor and Owner shall also sign the Certificate of Substantial Performance (and Total Performance) to formally acknowledge the information included therewith.

SGC 18.6.5 – Add the following:

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

SGC 18.7.4. – Add the following:

- 18.7.4 If Total Performance is not achieved on the date as outlined in SGC 18.6.4, upon written notification to the Contractor, the Owner may complete or cause to be complete any and all outstanding deficiencies. All resulting costs incurred by the Owner in completing the Work, including administration and inspection costs, will be deducted from the amounts owing by the Owner to the Contractor.

24.0 Insurance**24.1 Required Insurance****SGC 24.1.1 – Delete GC 24.1.1 and replaced with the following:**

Contractor will at the *Contractor's* expense, carry with an insurance company or companies and under policies of insurance acceptable to and approved by *Owner* the following insurance with limits not less than shown on the RDOS Certificate of Insurance - Standard Certificate Form in the respective items:

- a) Automotive Liability Insurance (Owned and Non-Owned Units)
Limits: Bodily Injury, Death and Property Damage – inclusive each accident \$5,000,000

The *Contractor* shall, at the *Contractor's* expense, throughout the term of the Contract, maintain such insurance as required under the Insurance (Motor Vehicle) Act of British Columbia. The *Contractor* shall provide the *Owner* with a Certificate of Insurance, I.C.B.C. form No. APV 47, for owned, rented or leased vehicle as evidence of third party motor vehicle insurance coverage.

- b) Comprehensive General Bodily Injury, Death and Property Damage Liability Insurance
Limits: Bodily Injury, Death and Property Damage – inclusive each accident \$5,000,000

The Insurance shall include *Contractor's* Contingent Liability, and Contingent Liability of sufficient scope to include the liability assumed by the *Contractor* under the terms of this *Contract*, and Completed Operations Liability. The policy shall include the *Owner's*, the *Contract Administrator* and the Regional District of the Okanagan-Similkameen as additional insured's with a cross liability clause. Any property damage deductible shall be for the account of the *Contractor* and shall not exceed \$2,500.00 for any one occurrence.

- c) Course of Construction Builders' Risk Insurance.

- d) Insurance on Contractor supplied Equipment, Equipment rented, leased or owned by the Contractor to its full insurable value.

SGC 24.1.7 – Add the following:

- 24.1.7 In the event that that *Contractor* does not maintain in force the insurance coverage required above, the *Owner* may obtain and pay for such coverage and deduct such payment from any amounts from time to time owing to the *Contractor* by the *Owner*.

SGC 24.1.8 – Add the following:

- 24.1.8 The *Contractor* shall indemnify and save harmless the *Owner* and their consultants against any and all losses, claims, demand, suits, actions, recoveries and judgments of every nature and

description brought against or suffered by the *Contractor* and/or the *Owner* and Consultant by reason of any act or omission or alleged act or omission of the Contractor, its agents, employees or Subcontractor in the performance of the Contractor's obligations hereunder. Notwithstanding the foregoing, the Contractor shall have no duty of the indemnification to the extent that the loss or claim was caused by the sole negligence of the Owner or the Consultant or their employees.

SGC 24.1.9 – Add the following:

24.1.9 The *Contractor* shall indemnify the *Owner* and the *Consultant* from and against all claims of lien that may be made or filed against property of the owner or a third party by reason of an act of omission of the *Contractor* and shall immediately cause any such liens to be discharged at the *Contractor's* expense.

SGC 24.1.10 – Add the following:

24.1.10 The *Contractor* shall take sole responsibility for resolving any claims of nuisance or damage to property that is caused by the *Contractor*.

The *Owner* and the Regional District of the Okanagan-Similkameen shall not be responsible for repairing and/or replacing any damage to property caused by the *Contractor* or for compensating a property owner for any loss caused by the *Contractor*, nor will the *Owner* or the *Regional District of the Okanagan-Similkameen* be responsible to contracting, or transacting with, the owner of said property.

The *Contractor* shall, at his own expense, be responsible for the repair of any damage caused to the *Contractor's* equipment while providing services to the *Owner*. Any reference to "property" includes property owned by the *Owner*.

SGC 24.1.11 – Add the following:

24.1.11 The Owners and the Regional District of the Okanagan-Similkameen, shall be added as an additional named insured. The owner is Regional District of Okanagan-Similkameen.

26.0 Early Use of the Work

26.3 Effect on Maintenance Period

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

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

Supplementary Specifications

Section 01 33 01 Project Record Documents

1.7 Recording Actual Site Conditions, Add the following:

- .5 The Contractor shall be responsible for the cost of verifying non-disturbance or replacing any legal survey pins or monuments damaged during construction operations. In the event that the Contractor requires the removal of any legal survey markers for the purpose of the Work, the Contractor must receive written consent from the Contract Administrator and the pin must be adequately referenced by a BCLS prior to removal.
- .6 Prior to commencing any construction, stockpiling of materials or work on-site, the Contractor shall produce a photographic/video record of the entire job site including centreline alignments of the watermain alignment. One copy is to be provided to the Owner after the inspection. This shall become a photographic record of the condition of the project prior to construction. Particular attention shall be given to the condition of the existing roadways, driveways, landscaping adjacent roadways and landscaping of private property where work is required. The pre-construction inspection will be done with a representative of the Owner present
- .7 During construction, the Contractor shall produce a photographic/video record of the works. One copy is to be provided to the Owner after the inspection. This shall become a photographic record of the condition of the project during construction. Particular attention shall be given to fittings, meter pits, roadways, driveways and private property work. The post-construction inspection will be done with a representative of the Owner present.

1.9 Project Meetings, Add the following:

- .1 Meetings shall be under the direction of the Contract Administrator, who will record and distribute the minutes.
- .2 The Consultant, Contractor, and Owner, at the Owner's option, shall be in attendance of all meetings.

Section 01 52 01 Temporary Structures – Site Office

Delete 1.3.1, no Site Office is required for the Contract Administrator.

Section 01 55 00 Traffic Control, Vehicle Access and Parking

1.4 Traffic Control, Add the following

- .15 The Owner will obtain a MoTI permit for construction of the water lines in the road right-of-way. The Contractor shall be required to obey the conditions of the permit. The plan shall, amongst other pertinent items, detail proposals to ensure traffic movement is maintained throughout the works and include details to mitigate obstruction to residents entering their properties.

Section 01 57 01 Environmental Protection

1.4.3 Environmental Protection, Add the following:

- .5 Wet soil that could leak or spill from hauling trucks shall not be removed from the site. Temporary containment areas with water control provisions or other approved methods shall be provided by the Contractor as required. Soil can be removed once it is sufficiently dry to haul. Dewatering provisions shall be adjusted as required to minimize the amount of wet soil to be excavated.

- .6 The Contractor shall ensure that there is no discharge of contaminated water, soil, or other deleterious materials to the environment, including sediments into water bodies, and shall be solely liable for any release of contaminated water, soil, or other deleterious materials in the Contractors charge.

Section 01 58 01 Project Identification

1.2.1 Construction Signage, Add the following:

- .6 The RDOS may provide project notification signage from the Provincial Government for this project. Contractor to install.

1.2.2 Public Notice, Delete and replace with the following:

- .1 The Contractor shall be responsible for notifying, in writing, all residents and businesses affected by the proposed construction within the project limits and affected area. This notification shall be done on a block by block basis, with each occupied parcel contacted 7 days in advance of construction in the particular area or block. The content and form of the written notification shall be reviewed by the Contract Administrator and RDOS. The Contractor shall incorporate any modifications or comments made into notification prior to issuance.
- .2 The Contractor shall be responsible for notifying, in writing, all residents and businesses affected by the shutdown of the water system to facilitate tie-ins for the new mains. The notification shall be made a minimum of 48 hours prior to the water service disruption. Affected consumers will be identified in conjunction with the RDOS. No services shall be interrupted for more than 4 hours in any one day. If necessary, then a temporary service must be provided.

Section 31 05 17 Aggregates and Granular Materials

2.0 Products, Delete Section 2.8 "Select Granular Sub-Base" and 2.10 "Granular Base" and replace with the following:

Select granular sub-base and base gravels are to conform to MoTI "Standard Specifications for Highway Construction" (latest edition).

Section 31 15 60 Dust Control

1.0 GENERAL, Add the following:

- .3 The Contractor is responsible for dust control. The Contractor must maintain adequate dampness on all "disturbed" areas so as to prevent unacceptable dust levels. Dust levels will be deemed unacceptable if the Contract Administrator deems them unacceptable. Dust control is considered incidental to the other contract items.

Section 32 12 16 Hot-Mix Asphalt Concrete Paving

2.0 Products, Delete this section and replace with the following:

Asphalt material and mix design to conform to MoTI Class 1 Medium Mix.

Section 33 11 01 Waterworks

2.5 Service Connections Pipe Joints and Fittings, Add the following:

- .4 All watermain fittings to be restrained with joint restraints and precast thrust blocks. Restrainers to meet MMCD specifications and be approved by the pipe manufacturer.
- .5 All buried watermain components and fasteners shall be stainless steel unless approved otherwise.

2.10 Water Meter Pits, Add the following:

- .4 Meter pits will be supplied by the Owner, included spool pieces in place of meters. Meter pits are to be installed within the RoW on residential services by the Contractor.

3.24 Bacteriological Sampling and Testing, Add the following:

- .1 Bacteriological tests shall be as per the current ANSI/AWWA C651 Standard for Disinfecting Water Mains. It is the Contractor's responsibility to provide suitable sample ports for the disinfection and testing procedure. Testing and sampling will be completed by Ecora. All associated costs are to be borne by the Contractor.

Schedule A

Prime Contractor Acceptance Agreement

It is agreed:

Between

_____ (THE OWNER)

And

_____ (THE PRIME CONTRACTOR)

That _____ shall be designated as the Prime Contractor for the purpose of health and safety of the construction site for the Myers Road Water Main Upgrade project and shall assume the responsibilities of the worksite(s) health and safety requirements as set out in the WCB Act 118 and OHSR 3. & 20. Furthermore, the Prime Contractor shall be responsible for any and all damages, or claims for injuries or accidents done or caused by him, or by any of his operations, or by his employees, or from any failure, neglect or omission on his part, or on the part of his employees, and covenants and agrees to hold the Regional District of Okanagan-Similkameen harmless and indemnified from and against all such damages and claims for damages.

By it's Authorized Signatories:

_____ (THE PRIME CONTRACTOR)

_____ Date

_____ (THE OWNER)

_____ Date