



CITY OF LANGFORD

CENTRE MOUNTAIN RESIDENTIAL WORK PACKAGE #2 – PHASE 2 AND WORK PACKAGE #6 (EARTHWORKS AND CIVIL)

TENDER DOCUMENTS

PERMIT TO PRACTICE

McElhanney Ltd.

PERMIT NUMBER: 1003299

Engineers and Geoscientists of BC

Invitation to Tenderers

Instructions to Tenderers – Part I

Instructions to Tenderers – Part II (Separate Cover, MMCD)

Form of Tender

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

Form of Agreement

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

General Conditions (Separate Cover, MMCD)

Supplementary General Conditions

Specifications (Separate Cover, MMCD)

Standard Detail Drawings (Separate Cover, MMCD)

Supplementary Specifications

- Supplementary Specifications
- Separate Cover - City of Langford Bylaw 1000, Schedule 11

Owner: *City of Langford*

(NAME OF OWNER)

Contract: *Centre Mountain Residential Work Package #2 – Phase 2 and Work Package 6 (Earthworks and Civil)*

(TITLE OF CONTRACT)

Reference No. 2241-22050-02

(OWNER'S CONTRACT REFERENCE NO.)

The Owner invites tenders

for: *Earthworks, gravel road, and water works construction.*

**Digital (PDF) copies of the
Contract Documents are
available for no charge:**

Through BC Bid website. No paper copies will be provided.

**Tenders are scheduled to
close:**

Tender Closing Time: 2:00 pm local time

Tender Closing Date: October 9, 2024

Address: 2nd Floor, 877 Goldstream Avenue

Victoria, BC V9B 2X8

Documents to be dropped off to the Engineering front desk. Go to the 2nd floor door and ring the doorbell to deliver. Engineering front desk (250-474-0068). Faxed submissions will not be accepted.

(ADDRESS WHERE TENDERS MUST BE SUBMITTED)

**NAME OF OWNER'S
REPRESENTATIVE** Nathan Dunlop, P.Eng.

250-370-9221

(PHONE)

1.0	Introduction	IT - 1
2.0	Tender Documents	IT - 1
3.0	Submission of Tenders	IT - 2
4.0	Supplemental Instructions to Tenderers.....	IT - 3

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(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: *City of Langford*

(NAME OF OWNER)

Contract: *Centre Mountain Residential Work Package #2 – Phase 2 and Work Package #6 (Earthworks and Civil)*

(TITLE OF CONTRACT)

Reference No. *2241-22050-02*

(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:
Earthworks, temporary road, overhead power and water works construction.

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

McElhanney Ltd.

Nathan Dunlop, P. Eng

(NAME AND POSITION OF INDIVIDUAL WHO WILL ANSWER INQUIRIES)

Address: *#500-3960 Quadra Street*

Victoria, BC, V8X 4A3

Phone: *250 - 370 - 9221*

E-mail: *ndunlop@mcelhanney.com*

2.0 Tender Documents

2.1

The tender documents which a tenderer should review to prepare a tender consist of all of the *Contract Documents* listed in Schedule 1 entitled “Schedule of Contract Documents”. Schedule 1 is attached to the Agreement which is included as part of the tender package. The *Contract Documents* include the drawings listed in Schedule 2 to the Agreement, entitled “List of *Contract Drawings*”.

- 2.2 A portion of the *Contract Documents* are included by reference. Copies of these documents have not been included with the tender package. These documents are the Instructions to Tenderers - Part II, General Conditions, Specifications and Standard Detail Drawings. They are those contained in the publication entitled "Master Municipal Construction Documents - 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:
- Katelyn Balzer, P.Eng., Director of Engineering and Public Works
(TITLE OF POSITION)
- on or before:
- Tender Closing Time:* 2:00 pm local time
Tender Closing Date: October 9, 2024
- at
- Address:** 2nd Floor, 877 Goldstream Avenue
Victoria BC, V9B 2X8
- Documents to be dropped off to the Engineering front desk.
Go to the 2nd floor door and ring the doorbell to deliver.
Engineering front desk (250-474-0068). Faxed submissions
will not be accepted.
- 3.2 Late tenders will not be accepted or considered and will be returned unopened.

4.0	Supplemental Instructions to Tenderers	4.1	<p>Freedom of Information: The Owner is subject to the provisions of the Freedom of Information and Protection of Privacy Act. As a result, while Section 21 of the Act does offer some protection for third party business interests, the Owner cannot guarantee that any information provided to the Owner can be held in confidence.</p>
		4.2	<p>Tender Briefing: A <u>MANDATORY</u> tender briefing has been scheduled for September 25, 2024 at 1:30 PM at the intersection of Happy Valley Road and Centre Mountain Terrace.</p>
		4.3	<p>Funding: Proceeding with an award of this tender may be subject to available funding.</p>
		4.4	<p>Schedule: Time is of the essence for this project and Contractor schedule will be considered. See also critical dates in Appendix 2 of the Form of Tender.</p> <p>The project schedule must be updated and submitted for approval by the Contract Administrator, as part of the progress draw request each month. Failure to submit this will delay payment.</p>
		4.5	<p>Facsimile: Faxed submissions, amendments or revocations will not be accepted.</p>
		4.6	<p>Inquiries: All tenderer questions must be received at least 5 business days prior to the closing time and date.</p>
		4.7	<p>Notice of Project: The selected Contractor shall submit to WorkSafe BC a completed Notice of Project, providing a copy of same to the Owner.</p>
		4.8	<p>Long Weekends: Restrictions on work over long weekends are included in supplementary specification 01 55 00 1.4 Traffic Control.</p>
		4.9	<p>Superintendent: The Owner reserves the right to object to the Superintendent listed in the tender. If the Owner objects to the Superintendent for any reason, then the Owner will permit a tenderer to, within 5 days, propose a substitute Superintendent acceptable to the Owner provided that there is no resulting adjustment in the Tender Price, or the completion date set out in paragraph 2.2 of the Form of Tender. A tenderer will not be required to make such a substitution and, if the Owner objects to a listed Superintendent, the tenderer may, rather than propose a substitute Superintendent, consider its tender rejected by the Owner and by written notice withdraw its tender. The Owner shall, in that event, return the tenderer's bid security.</p> <p>The Owner also reserves the right to require a new Superintendent at any time throughout the duration of construction should there be reason for cause.</p>
		4.10	<p>Work within or near Riparian area: Work in or near Wetland 6 is to occur between June 15 and September 15 or during dry conditions. The Contractor's Environmental monitoring by a Qualified Environmental Professional (QEP) is to occur. Written reports of the monitoring are to be provided to the Contract Administrator by the QEP on a weekly basis at a minimum or greater frequency as determined by the Contract Administrator.</p>
		4.11	<p>Construction Traffic Management Plan and Ongoing Coordination: Submit to the Contract Administrator, prior to commencement of construction, a construction traffic management plan for review and acceptance by the Contract Administrator and the Owner.</p> <p>Be aware of the following:</p> <ul style="list-style-type: none">-Coordination and access through the active construction sites east of this project (Work Package 1 and Work Package 2 Phase 1) will be provided.-No access will be permitted through the Centre Mountain Business Park site (Work Package 4).-Coordination and access through this Project Site for work to be completed

by others will also be required. Required site access will include construction of the water pump station, water reservoir, lot grading, material supply, pond, overhead power, etc. For additional information, refer to Appendix 2 – Preliminary Construction Schedule.

The Traffic Management Plan is to specifically outline how this coordination and access will occur.

It is expected that the ongoing communications will be maintained by all Contractors working on the Centre Mountain development throughout the duration of construction to minimize delays and costs. No costs will be paid for providing and using access through adjacent construction sites.

4.12

Construction Access: All construction access will be through Work Package 1 and Work Package 2 Phase 1, off Happy Valley Road.

4.13

Material Supplied by Others: Blast rock fill will be provided to the Contractor to be utilized as embankment fill material. This material is to be utilized in addition to the suitable fill material produced by the rock removal and common excavation. The blast rock fill stockpile will be provided at the location indicated on the drawings. The material will be in accordance with the Geotechnical Memorandum from Ryzuk Geotechnical dated July 5, 2024.

Contractor to provide the volume of material to be supplied by others and indicate this volume on the contractor's monthly schedule.

(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.)

CITY OF LANGFORD

(NAME OF OWNER)

Contract: CENTRE MOUNTAIN RESIDENTIAL WORK PACKAGE #2 – PHASE 2 AND WORK
PACKAGE #6 (EARTHWORKS AND CIVIL)
(TITLE OF CONTRACT)

Reference No. 2241-22050-02

(OWNER'S CONTRACT REFERENCE NO.)

TO OWNER:

1 WE, THE UNDERSIGNED:

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

_____ ;
(ADDENDA, IF ANY)

- 1.2 have full knowledge of the *Place of the Work*, and the *Work* required; and
1.3 have complied with the Instructions to Tenderers; and

2 ACCORDINGLY WE HEREBY OFFER:

- 2.1 to perform and complete all of the *Work* and to provide all the labour, equipment and material all as set out in the *Contract Documents*, in strict compliance with the *Contract Documents*; and
2.2 to achieve *Substantial Performance* of the *Work* on or before December 15, 2025; and
(WORK DURATION OR DATE)
2.3 to do the *Work* for the price, which is the sum of the products of the actual quantities incorporated into the *Work* and the appropriate unit prices set out in Appendix 1, the “*Schedule of Quantities and Prices*”, plus any lump sums or specific prices and adjustment amounts as provided by the *Contract Documents*. For the purposes of tender comparison, our offer is to complete the *Work* for the “*Tender Price*” as set out on Appendix 1 of this Form of Tender. Our *Tender Price* is based on the estimated quantities listed in the *Schedule of Quantities and Prices*, and excludes *GST*.

3 WE CONFIRM:

- 3.1 that we understand and agree that the quantities as listed in the *Schedule of Quantities and Prices* are estimated, and that the actual quantities will vary.

4 WE CONFIRM:

- 4.1 that the following appendices are attached to and form a part of this tender:
4.1.1 the appendices as required by paragraph 5.3 of the Instructions to Tenderers - Part II; and

4.1.2 the *Bid Security* as required by paragraph 5.2 of the Instructions to Tenderers - Part II.

5 WE AGREE:

5.1 that this tender will be irrevocable and open for acceptance by the *Owner* for a period of 60 calendar days from the day following the *Tender Closing Date and Time*, even if the tender of another tenderer is accepted by the *Owner*. If within this period, the *Owner* delivers a written notice (“*Notice of Award*”) by which the *Owner* accepts our tender we will:

5.1.1 within 15 Days of receipt of the written *Notice of Award* deliver to the *Owner*:

a) a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the *Contract Price*, covering the performance of the *Work* including the *Contractor's* obligations during the *Maintenance Period*, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the *Owner*;

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

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

d) a copy of the insurance policies as specified in GC 24 indicating that all such insurance coverage is in place and;

e) documents as detailed in the Instructions to Tenderers – Part 1 and;

5.1.2 within 2 Days of receipt of written “*Notice to Proceed*”, or longer time as may be otherwise specified in the *Notice to Proceed*, commence the *Work*; and

5.1.3 sign the Contract Documents as required by GC 2.1.2.

6 WE AGREE:

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

7 OUR ADDRESS is as follows:

Phone: _____ - _____

Attention: _____

This Tender is executed this _____ day of _____, 20 ____.

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

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FORM OF TENDER

APPENDIX 1 – SCHEDULE OF QUANTITIES AND PRICES

Form of Tender - Appendix 1

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

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

Any work called for in these Contract Documents, shown on the plans, or which is necessary for the completion of the Work called for in these Contract Documents and which is not specifically listed as a separate payment item in this Appendix shall be deemed incidental to the performance of the Work and to the general purpose of the Contract; no separate payment will be made on account of any such Work, but the costs of any such incidental Work shall be included in the Unit and Lump Sum Prices.

Summary Sheet

Division 01: General Requirements \$ _____

Division 31: Earthworks \$ _____

Division 32: Roads and Site Improvements \$ _____

Division 33: Utilities \$ _____

Optional Work: \$ _____

TOTAL TENDER PRICE \$ _____

GST (5%) \$ _____

TENDER PRICE plus GST \$ _____

DIV 01		GENERAL REQUIREMENTS				
<i>Item No.</i>	<i>Section</i>	<i>Specification Title</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
	01 10 00 SS	Quality Control Testing				
1.01	1.1	Quality Control Testing	Lump Sum	1		
	01 10 00 SS	Survey				
1.02	1.2	Layout Survey, Quantity Survey, Volume Calculations, and Record Survey and red-line record drawings	Lump Sum	1		
	01 52 01	Temporary Structures				
1.03	1.6.1	Site Office	Lump Sum	1		
1.04	1.6.2 SS	Mobilization & Demobilization	Lump Sum	1		
	01 55 00	Traffic Control, Vehicle Access and Parking				
1.05	1.5.1 SS	Preparation of Traffic Control Plan, Construction Access and Execution of Plan	Lump Sum	1		
	01 57 01	Environmental Protection				
1.06	1.6.2 SS	Environmental Protection [QEP effort] and preparation of Environmental Protection Plan	Lump Sum	1		
			Sub-Total	\$		

DIV 31		EARTHWORKS				
<i>Item No.</i>	<i>Section</i>	<i>Specification Title</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
	31 23 17	Rock Removal				
31.01	1.6.3 SS	Rock Removal	Cubic Metre	50,000		
	31 24 13	Roadway Excavation, Embankment and Compaction				
31.02	1.8.15 SS	Common Excavation	Cubic Metre	20,000		
31.03	1.8.7 SS	Embankment fill	Cubic Metre	100,000		
31.04	1.8.14 SS	Unsuitable material disposal	Cubic Metre	500		
			Sub-Total	\$		

DIV 32		ROADS AND SITE IMPROVEMENTS				
<i>Item No.</i>	<i>Section</i>	<i>Specification Title</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
	32 11 16.1	Granular Sub-Base				
32.01	1.4.6 SS	Select Granular Sub-Base - 200mm Thickness	Square Metres	7,900		
	32 11 23	Granular Base				
32.02	1.4.5 SS	Select Granular Base - 100mm Thickness	Square Metres	7,900		
			Sub-Total		\$	

DIV 33		UTILITIES				
<i>Item No.</i>	<i>Section</i>	<i>Specification Title</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
	33 01 30.1	CCTV Inspection of Pipelines				
33.01	1.6.2	CCTV Pipeline Inspection - Sanitary Mains	Lineal Metre	320		
33.02	1.6.2	CCTV Pipeline Inspection - Drain Mains	Lineal Metre	265		
	33 11 01	Watermains				
33.03	1.8.1 1.8.2 1.8.2 SS	Watermain - 300mm Ø	Lineal Metres	903		
33.04	1.8.1 1.8.2 1.8.2 SS	Watermain - 350mm Ø	Lineal Metres	1190		
33.05	1.8.3	Gate valve - 150mm Ø	Each	3		
33.06	1.8.3	Gate valve - 300mm Ø	Each	6		
33.07	1.8.3	Gate valve - 350mm Ø	Each	10		
33.08	1.8.3	Bends (all degrees) - 300mm Ø	Each	4		
33.09	1.8.3	Bends (all degrees) - 350mm Ø	Each	18		
33.10	1.8.3	Tee (all sizes)	Each	9		
33.11	1.8.3	Cross (all sizes)	Each	1		
33.12	1.8.5 1.8.6	Air-Valve Assembly (all sizes)	Each	3		
33.13	1.8.14 SS	Flush-Valve Assembly - 300mm Ø	Each	0		

Tenderer's Initials _____

**CENTER MOUNTAIN RESIDENTIAL
WORK PACKAGE #2 – PHASE 2
AND WORK PACKAGE 6
[EARTHWORKS AND CIVIL]
CITY OF LANGFORD**

**APPENDIX 1
SCHEDULE OF QUANTITIES AND PRICES**

**PAGE 5 OF 6
SEPTEMBER 2024**

33.14	1.8.14 SS	Flush-Valve Assembly - 350mm Ø	Each	1		
33.15	1.8.15 SS	Trench Dams as per CRD Standard drawing 4.11	Each	22		
33.16	1.8.16 SS	Hydrant Assembly – complete unit, c/w 150 dia valve at tee	Each	3		
	33 30 01	Sanitary Sewers				
33.17	1.6.1 1.6.2 SS	Pipe – 200 mm Ø	Lineal Metres	180		
33.18	1.6.1 1.6.2 SS	Pipe – 250 mm Ø	Lineal Metres	137		
	33 40 01	Storm Sewers				
33.19	1.6.1 1.6.2 SS	Pipe – 300mm Ø	Lineal Metres	2		
33.20	1.6.1 1.6.2 SS	Pipe – 450mm Ø	Lineal Metres	222		
33.21	1.6.1 1.6.2 SS	Pipe – 525mm Ø	Lineal Metres	33		
33.22	1.6.1 1.6.2 SS	Pipe – 675mm Ø (carrier pipe including spacers)	Lineal Metres	8		
31.23	1.6.5	Catchbasin leads - 150mm Ø (PVC, but DI where depth of cover less than 750 mm)	Lineal Metre	4		
	33 44 01	Manholes and Catchbasins				
31.24	1.5.1 1.5.1.1 SS	Sanitary Manhole - 1200 Ø	Each	4		
31.25	1.5.1 1.5.1.1 SS	Sanitary Manhole - 1500 Ø	Each	1		
31.26	1.5.1 1.5.1 SS	Storm Manhole - 1200 Ø	Each	1		
31.27	1.5.1 1.5.1 SS	Storm Manhole - 1500 Ø	Each	2		
			Sub-Total	\$		

Tenderer's Initials _____

**OPTIONAL WORK
(included in Tender Price)**

This section forms part of the Contract Documents and is to be read, interpreted and coordinated with all other parts.

Optional items quoted on will be reviewed and accepted or rejected at the Owner's option following contract award. Accepted optional items prices will be identified in the construction agreement.

Coordinate related work and modify surrounding work to integrate the Work of each optional item. Prices quoted should not include GST.

Item No.	Section	Specification Title	Unit	Quantity	Unit Price	Amount
	33 11 01	Watermains				
33.29	1.8.1 1.8.2 1.8.2 SS	Watermain - 250mm Ø	Lineal Metres	418		
33.30	1.8.3	Gate valve - 250mm Ø	Each	15		
33.31	1.8.3	Bends (all degrees) - 250mm Ø	Each	3		
33.32	1.8.3	Tee (all sizes)	Each	6		
33.33	1.8.4 SS	Service Connection - 19 mm Ø	Each	6		
33.34	1.8.17 SS	Service Connection - 19 mm Ø	Each	39		
31.35	1.8.17 SS	Service Connection - 25 mm Ø	Each	2		
31.36	1.8.14 SS	Flush-Valve Assembly - 250mm Ø	Each	2		
31.37	1.8.16 SS	Hydrant Assembly – complete unit, c/w 150 dia valve at tee	Each	3		
	33 30 01	Sanitary Sewers				
31.38	1.6.3 SS	Sanitary Service connection - 100mm Ø	Each	31		
31.39	1.6.3 SS	Sanitary Service connection - 150mm Ø	Each	1		
	33 34 01	Sanitary Force mains				
31.40	1.6.3 SS	Sanitary forcemain - 75mm Ø	Lineal Metres	2		
	33 40 01	Storm Sewers				
31.41	1.6.3 SS	Drainage Service connection - 100mm Ø	Each	24		
31.42	1.6.3 SS	Drainage Service connection - 150mm Ø	Each	1		
			Sub-Total	\$		

Tenderer's Initials _____

Contractor to indicate schedule with bar chart indicating major descriptions and using the following milestone dates or timelines.

MILESTONE DATES / TIME-LINES:

- Time is of the essence.
 - Construction to be substantially complete by December 15, 2025.
 - Contractor to be aware of the following estimated dates:
 - Access to be provided and maintained for a separate contractor to construct the water pump station between November 2024 to December 2025. Site grading for the pump station site must be completed prior to February 2025.
 - Access to be provided and maintained for a separate contractor to construct the water reservoir between May 2025 to December 2025. Site grading for the reservoir site must be completed prior to May 2025.
 - Access to be provided and maintained for a separate contractor to blast, load, and haul blast rock fill to the stockpile location noted on the drawings, between September 2024 to February 2025.
 - Access to be provided and maintained for a separate contractor to construct the pond in the location noted on the drawings, between March 2025 to September 2025.
 - Access to be provided and maintained for a separate contractor to install overhead power poles and wires from the east side of Work Package 2 Phase 2 to the water pump station site, between October 2025 to December 2025.
 - Work Package 2 Phase 1 construction will be occurring between September 2024 to December 2025.
 - Work Package 1 construction will be occurring between September 2024 to March 2025.
 - No access is permitted through Work Package 4 (the Centre Mountain Business Park).
 - To be in compliance with environmental construction windows.

Tenderer's Initials

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SUPERINTENDENT: _____

EXPERIENCE:

Tenderer's Initials

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COMPARABLE EXPERIENCE:

PROJECT:

DESCRIPTION:

VALUE:

Tenderer's Initials _____

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LIST OF SUBCONTRACTORS:

SUBCONTRACTOR NAME:

CONTACT:

PHONE NUMBER:

Tenderer's Initials

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Between Owner and Contractor

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

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

Contract: CENTRE MOUNTAIN RESIDENTIAL WORK PACKAGE #2 – PHASE 2 AND WORK PACKAGE #6 (EARTHWORKS AND CIVIL)

Reference No. 2241-22050-02

BETWEEN:

The CITY OF LANGFORD

(the “*Owner*”)

AND:

(NAME AND OFFICE ADDRESS OF CONTRACTOR)

(the “*Contractor*”)

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

ARTICLE 1 THE WORK - START/COMPLETION DATES

1.1 The *Contractor* will perform all *Work* and provide all labour, equipment and material and do all things strictly as required by the *Contract Documents*.

1.2 The *Contractor* will commence the *Work* in accordance with the *Notice to Proceed*. The *Contractor* will proceed with the *Work* diligently, will perform the *Work* generally in accordance with the construction schedules as required by the *Contract Documents* and will achieve *Substantial Performance* of the *Work* on or before December 15, 2025 subject to the provisions of the *Contract Documents* for adjustments to the *Contract Time*.

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

ARTICLE 2 CONTRACT DOCUMENTS

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

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

ARTICLE 3 CONTRACT PRICE

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

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

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

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

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

ARTICLE 4 PAYMENT

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

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

ARTICLE 5 RIGHTS AND REMEDIES

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

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

ARTICLE 6 NOTICES

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

The *Owner*:

City of Langford
2nd Floor, 877 Goldstream Avenue
Victoria, BC V9B2X8

Email: kbalzer@langford.ca

Attention: Katelyn Balzer, P.Eng., Director of Engineering and Public Works

The *Contractor*:

Email: _____

Attention: _____

The *Contract Administrator*:

McElhanney
Suite #500 – 3960 Quadra Street
Victoria, BC V8X 4A3

Email: ndunlop@mcelhanney.com

Attention: Nathan Dunlop, P.Eng.

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

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

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

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

ARTICLE 7 GENERAL

7.1 This *Contract* shall be construed according to the laws of British Columbia.

7.2 The *Contractor* shall not, without the express written consent of the *Owner*, assign this *Contract*, or any portion of this *Contract*.

7.3 The headings included in the *Contract Documents* are for convenience only and do not form part of this *Contract* and will not be used to interpret, define or limit the scope or intent of this *Contract* or any of the provisions of the *Contract Documents*.

7.4 A word in the *Contract Documents* in the singular includes the plural and, in each case, vice versa.

7.5 This agreement shall ensure to the benefit of and be binding upon the parties and their successors, executors, administrators, and assigns.

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

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Owner:

(FULL LEGAL NAME OF OWNER)

(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)

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 below with “*” are contained in the “Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings”, edition dated 2019. All sections of this publication are included in the *Contract Documents*.

- 1 Agreement, including all Schedules;
- 2 Supplementary General Conditions (if any, insert title and edition date);
- 3 General Conditions*;
- 4 Supplementary Specifications (if any, insert title and edition date);
- 5 Specifications*;
- 6 Supplementary Standard Detail Drawings (if any, insert title and edition date);
- 7 City of Langford Subdivision Bylaw No. 1000;
- 8 City of Langford Noise Regulation Bylaw No. 2056;
- 9 Standard Detail Drawings*;
- 10 Executed Form of Tender, including all Appendices;
- 11 *Contract Drawings* listed in Schedule 2 to the Agreement –“List of *Contract Drawings*”;
- 12 Instructions To Tenderers - Part I;
- 13 Instructions to Tenderers - Part II*;
- 14 The following Addenda: _____

Schedule 2

List of *Contract Drawings*

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

TITLE	DRAWIN G NO.	DATE	REVISION NO.
CIVIL (McElhanney)			
WORK PACKAGE 2 PHASE 2			
COVER SHEET	C000	SEPTEMBER 18, 2024	1
KEY PLAN	C100	SEPTEMBER 18, 2024	1
EARTHWORKS PLAN	C101	SEPTEMBER 18, 2024	1
ROAD A PLAN & PROFILE (STA 1+070 TO 0+880)	C200	SEPTEMBER 18, 2024	1
ROAD A PLAN & PROFILE (STA 1+260 TO 1+070)	C201	SEPTEMBER 18, 2024	1
ROAD A PLAN & PROFILE (STA 1+420 TO 1+260)	C202	SEPTEMBER 18, 2024	1
ROAD D PLAN & PROFILE (STA 1+985 TO 1+920)	C203	SEPTEMBER 18, 2024	1
ROAD D PLAN & PROFILE (STA -0+020 TO 0+040)	C205	SEPTEMBER 18, 2024	1
TYPICAL SECTIONS AND DETAILS	C400	SEPTEMBER 18, 2024	1
BLASTING EXTENTS SECTIONS (STA 0+900 TO 1+120)	C500	SEPTEMBER 18, 2024	1
BLASTING EXTENTS SECTIONS (STA 1+140 TO 1+360)	C501	SEPTEMBER 18, 2024	1
WORK PACKAGE 6			
COVER SHEET	C000	SEPTEMBER 18, 2024	1
KEY PLAN	C100	SEPTEMBER 18, 2024	1
ROAD D PLAN & PROFILE (STA 1+800 TO 1+920)	C200	SEPTEMBER 18, 2024	1
ROAD D PLAN & PROFILE (STA 1+620 TO 1+800)	C201	SEPTEMBER 18, 2024	1
ROAD D PLAN & PROFILE (STA 1+480 TO 1+620)	C202	SEPTEMBER 18, 2024	1
ROAD D PLAN & PROFILE (STA 1+350 TO 1+480)	C203	SEPTEMBER 18, 2024	1

**CENTRE MOUNTAIN RESIDENTIAL
WORK PACKAGE #2 – PHASE 2 AND
WORK PACKAGE 6
[EARTHWORKS AND CIVIL]
CITY OF LANGFORD**

FORM OF AGREEMENT

**FORM OF AGREEMENT
PAGE 7 OF 7
SEPTEMBER 2024**

ROAD D PLAN & PROFILE (STA 1+275 TO 1+350)	C204	SEPTEMBER 18, 2024	1
ROAD F PLAN & PROFILE (STA 0+000 TO 0+100)			
TYPICAL SECTIONS AND DETAILS	C400	SEPTEMBER 18, 2024	1
BLASTING EXTENTS SECTIONS (STA 1+340 TO 1+580)	C500	SEPTEMBER 18, 2024	1
BLASTING EXTENTS SECTIONS (STA 1+640 TO 1+900)	C501	SEPTEMBER 18, 2024	1
GEOTECHNICAL (Ryzuk)			
GEOTECHNICAL REPORT – PROPOSED PUMP STATION AND WATER RESERVOIR Note: the pump station location has changed from when this report was produced.		MARCH 22, 2023	
GEOTECHNICAL REPORT (RYZUK GEOTECHNICAL) WORK PACKAGE 2 – PROPOSED CONNECTOR ROAD CENTRE MOUNTAIN ESTATES – LANGFORD, BC		MAY 12, 2023	
GEOTECHNICAL FIELD REVIEW – NEW PROPOSED PUMP STATION LOCATION		JULY 16, 2024	
GEOTECHNICAL MEMORANDUM – BLAST ROCK FILL REQUIREMENTS (for material supplied by others)		JULY 5, 2024	
DOCUMENTS BELOW FOR REFERENCE ONLY			
MCELHANNEY DRAWING 2241-22050-SK A		SEPTEMBER 18, 2024	1
STANTEC DRAWING C1101 – PUMP STATION SITE GRADING PLAN AND SECTIONS		MARCH 13, 2024	
STANTEC DRAWING C2101 – RESERVOIR SITE GRADING PLAN		JANUARY 3, 2024	
EROSION AND SEDIMENT CONTROL AND ENVIRONMENTAL MONITORING REQUIREMENTS FOR WORKS ASSOCIATED WITH CENTRE MOUNTAIN WORK PACKAGE 2 PHASE 2 AND WORK PACKAGE 6		SEPTEMBER, 2024	1
ESC AND MONITORING FOR CULVERT INSTALLATION AT STREAM 8, STREAM 3 AND RIPARIAN VEGETATION REMOVAL AT WETLAND 6		NOVEMBER 2023	

Modifications and Additions to the Master Municipal Construction Documents

The following conditions form part of the Contract and are supplementary to the MMCD General Conditions and Specifications. In the event of a direct conflict between the MMCD General Conditions and these Supplementary GC's the Supplementary GC's take precedence. Notwithstanding this order of precedence, in the event of a conflict between or within any of the Contract Documents, the more stringent provisions shall apply - with the intent that those which produce the highest quality and performance, shall govern.

SECTION	SUB SECTION	SUPPLEMENTARY GENERAL CONDITIONS
GC 1.0 DEFINITIONS	New 1.79 Archaeological Artifacts	“ <i>Archaeological Artifacts</i> means any fossils, artifacts, coins, articles of value or antiquity, remains, and other things of geological, archaeological or historical interest or value discovered at the <i>Place of the Work</i> .”
	New 1.80 Engineer	“ <i>Engineer</i> means the <i>Contract Administrator</i> .”
	New 1.81 Utilities	“ <i>Utilities</i> is used broadly and includes but is not limited to any and all lines, poles, structures, facilities, utilities for power, cable, TV, telephone, telecommunications, all sanitary and storm sewers, and all water, oil, gas and electric services, all steam pipes and services, all survey monuments, all street lights, traffic lights, traffic detector loops embedded in pavement, culverts, rail tracks, whether located above or below ground, whether visible or invisible, whether man-made or natural.”
GC 2.0 DOCUMENTS	2.2.4 Document Hierarchy	Replace Section (1) with the following: “The Contract Documents shall govern and take precedence in the following order with the Agreement taking precedence over all other Contract Documents: <ul style="list-style-type: none">a) Agreementb) Addendac) Supplementary General Conditionsd) General Conditions (MMCD), including all published supplemental updatese) Supplementary Specificationsf) City of Langford Bylaw No. 1000g) Specificationsh) Drawings listed in Schedule 2 to the Agreementi) Supplementary Detail Drawingsj) Supplementary Standard Detail Drawings as per Schedule 11k) Standard Detail Drawings (MMCD), including all published supplemental updatesl) Executed Form of Tenderm) Instructions to Tenderersn) All other Contract Documents.”
GC 2.0 DOCUMENTS	New 2.4.3 Copies of Contract Documents	“The <i>Contract Drawings</i> shall not be used for the construction of the Work unless marked “Issued for Construction” and sealed by a registered professional

		engineer.”
GC 3.0 CONTRACT ADMINISTRATOR	3.3.5 Contract Administration	Amend Clause 3.3.5 by adding: “The <i>Contract Administrator</i> will conduct survey checks of the completed work at his/her discretion. The <i>Contractor</i> will provide a survey assistant, at the <i>Contract Administrator</i> ’s request, for such checks.”
GC 4.0 CONTRACTOR	4.6 Construction Schedule	Amend 4.6.2 by deleting: “monthly” and substituting “monthly or as required by the <i>Contract Administrator</i> ”.
GC 16.0 CONTRACTOR’S RIGHT ON OWNER’S DEFAULT	16.4 Termination	Delete 16.4.1 (2)
GC 18.0 PAYMENT	18.5 Payment	Amend 18.5.1 by replacing: “15th Day” to read “30th Day”.
	18.9 Waiver of Claims	Delete 18.9.3 and 18.9.4
GC 20.0 LAWS, NOTICES, PERMITS AND FEES	New 20.4.2 Environmental Laws	“The <i>Contractor</i> shall indemnify the <i>Owner</i> , the <i>Contract Administrator</i> , and their respective employees, agents, officers and consultants for any costs, fines, expenses and penalties that the <i>Owner</i> is required to pay on account of the <i>Contractor</i> performing <i>Work</i> in breach of any applicable Federal, or Provincial or municipal laws, regulations, or orders.”
GC 22.0 INDEMNIFICATION	22.2 Owner to Indemnify	Delete GC 22.2 and substitute with the following: “The <i>Owner</i> shall reimburse the <i>Contractor</i> for costs incurred by the <i>Contractor</i> that are attributable to a lack of or defect in title to the <i>Place of the Work</i> .”
GC 24.0 INSURANCE	24.1 Required Insurance	Revise the last sentence of 24.1.1 (3) as follows: “Coverage to include the <i>Owner</i> , Summit CM Development Ltd., Corvidae Environmental Consulting Inc., McElhanney Ltd., and Ryzuk Geotechnical, J.E. Anderson & Associates and Site Power Engineering Consultants to be named as additional insured.”
SGC 27.0 ARCHAEOLOGICAL ARTIFACTS	New 27.1.1 Archaeological Artifacts	“Any Archaeological Artifacts discovered by the <i>Contractor</i> shall, as between the <i>Owner</i> and the <i>Contractor</i> , be deemed to be the absolute property of the <i>Owner</i> ”.
	New 27.1.2 Archaeological Artifacts	“The <i>Contractor</i> shall immediately advise the <i>Contract Administrator</i> of the discovery by the <i>Contractor</i> of any Archaeological Artifacts and take all reasonable precautions to protect and preserve same”.
SGC 28.0 APPROVED SUPPLEMENTAL	New 28.1 Approved Supplemental	“All MMCD board approved Supplementary’s as listed at www.mmcd.net/ are to be included and in effect for this contract as of tender closing date.”
SGC 29.0 ADDITIONAL CLAUSE	New Instructions to Tenders – Part II, add Clause 18.1, 18.2,	“18.1 The tenderer is responsible for examining with appropriate care, the complete tender document package, and is responsible for informing itself with

	18.3	<p>respect to conditions that might affect the cost or performance of the work. All costs and charges in connection with the tender preparation will be borne by the tenderers.</p> <p>18.2 No after-claim shall be allowed for any work or material that may be required for the proper execution and completion of an awarded Contract.</p> <p>18.3 The information contained in the tender documents is supplied solely as a guideline for tenderers. The information is not guaranteed or warranted to be accurate by the Contract Administrator or Owner.”</p>
SGC 30.0 CONTRACTOR'S REPRESENTATIONS	New	<p>“30.1 <i>Contractor</i> has examined and carefully studied the Contract Documents and has become familiar with their terms and has given <i>Owner</i> written notice of all conflicts, errors, ambiguities, or discrepancies in the Contract Documents which are known (or reasonably should have been known) to <i>Contractor</i> on the date of execution of this Contract, and the written resolution thereof by <i>Owner</i> is acceptable to <i>Contractor</i>.</p> <p>30.2 <i>Contractor</i> acknowledges that the Contract Documents convey sufficient understanding for the proper performance and completion of the Work.</p> <p>30.3 <i>Contractor</i> has visited the Site and any other areas which may pertain to the performance of Work and has become familiar with the general and local conditions that may affect the cost or timing of the performance and completion of the Work.</p> <p>30.4 <i>Contractor</i> has reviewed and examined all laws and regulations which may affect the cost and timing of the performance and completion of the Work.</p> <p>30.5 <i>Contractor</i> acknowledges that the <i>Contractor</i> assumes all risks associated with conditions at or related to the Site or the Work.</p> <p>30.6 <i>Contractor</i> has studied and become familiar with the environmental studies, approvals, and recommendations applicable to the Project or the Site.</p> <p>30.7 <i>Contractor</i> is aware of the work to be performed by <i>Owner</i> and other contractors in connection with the Project.</p> <p>30.8 <i>Contractor</i> is satisfied that the Work can be performed and completed in accordance with the Contract Documents, within the Contract Time and for the Contract Price.</p> <p>30.9 <i>Contractor</i> hereby waives any claim against <i>Owner</i> which is based on any assertion which is contrary to the representations and acknowledgements set forth in this GC 30.</p> <p>30.10 <i>Contractor</i> shall be responsible for employing such construction practices and other appropriate measures to minimize the impact of the Work on the</p>

		<p>environment and to comply with laws and regulations pertaining to the environment, the Site and the Project including all applicable governmental consents.</p> <p>30.11 Any engineering and design undertaken by Contractor or its agents or subcontractors for performance of the Work (including any access, diversionary or other temporary works), and any planning for drilling and blasting required for such performance, shall be undertaken at the sole risk of Contractor. Contractor shall provide any plans or programs for such activities in detail and in advance to Contract Administrator and any re-design which may be necessary or required shall be at the sole cost and expense of the Contractor.”</p>
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SUPPLEMENTARY SPECIFICATIONS		
Add the following Supplementary Specifications (attached at end):		
SECTION	SUB SECTION	SUPPLEMENTARY SPECIFICATION
01 10 00SS Measurement and Payment	All	
Revise the following Master Municipal Specifications Platinum Edition:		
SECTION	SUB SECTION	SUPPLEMENTARY SPECIFICATION
01 42 00 Reference Specifications		<p>Add Clause 1.2.23.4: BC Supplement to TAC Design Guide .1 BC Supplement Figure 710.C</p> <p>Add Clause 1.2.23.5 Manual of Standard Traffic Signs and Pavement Markings</p>
01 52 01 Temporary Structures	1.6 Payment	<p>Add Clause 1.6.2: "Payment for mobilization and demobilization shall include all the Contractor costs of mobilization at the beginning of the project and the cost of demobilization at the end of the project.</p> <ul style="list-style-type: none"> .1 Included in the mobilization are such items as bonding, insurance, permits, moving personnel, equipment and materials to the site, setting up temporary facilities and all preparation for performing the <i>Work</i>. .2 Included in demobilization are preparation and submission of record drawings, operation and maintenance manuals, removal of all personnel, equipment and materials and cleanup of the <i>Site</i> and the <i>Work</i>. .3 The lump sum price bid for this work shall be relative to the costs involved but shall not exceed ten percent of the <i>Tender Price</i>. .4 Payment shall be made as follows, as approved by the Contract Administrator: <ul style="list-style-type: none"> .1 60% of the lump sum bid will be included in the first progress payment certificate. .5 40% of the lump sum bid will be included in the final progress payment certificate. .5 The Contract Administrator may at his discretion authorize partial payment if mobilization or demobilization is not complete. <p>The cost of other items specified under General Requirements shall be considered incidental to the work and separate payment will not be made for any other items in the General Requirements unless specifically noted in the <i>Schedule of Quantities and Prices</i>."</p>
01 55 00 Traffic Control, Vehicle Access and Parking	1.4 Traffic Control	<p>Add Clause 1.4.14:</p> <p>"Provide a detailed Traffic Management Plan (TMP) and drawings with dedicated traffic control and pedestrian delineation for safety of motorists, pedestrians, and bicycle traffic for all locations where roadways are affected by construction activities. The TMP shall be</p>

		<p>sealed by a qualified professional engineer and must be approved by the Contract Administrator and Owner in advance of implementation. This plan is to be submitted to the Contract Administrator a minimum of 14 calendar days prior to the contractor's desired date of construction commencement. No construction can take place without the approval of the TMP. The plan shall be updated and modified as requested by the Contract Administrator, as the construction project proceeds and traffic management needs warrant. The TMP is to contain sufficient details to allow the Contract Administrator and Owner a clear understanding of how the Contractor will ensure the following will be achieved, at a minimum:</p> <ol style="list-style-type: none">1. TMP shall be in prepared in accordance with the BC Ministry of Transportation and Infrastructure guidelines specified in the Traffic Management Guidelines for Work on Roadways Manual, and the 2012 Standard Specifications for Highway Construction. Table of Contents to include the following:<ol style="list-style-type: none">1.1. General Information1.2. Operations and Signage1.3. Users and Access1.4. Traffic Control Drawings1.5. Public Information Plan1.6. Incident Management Plan1.7. Implementation Plan2. Diverted travel lanes must be on paved surfaces. Travel surface will allow for vehicles to move through the construction zone at an intended speed of 20 km/h.3. Minimize stopping traffic in the travel lane. No dumping or off loading of materials shall be permitted in the travel lane. Stoppages are permitted for vehicle access to and egress from the construction zone or for construction vehicles crossing the travel lane. No delays for full lane closure of more than 1 minute.4. Provide a plan of all off-site and on-site signage and traffic control devices for review and acceptance by the Contract Administrator and the Owner. Update the plan as requested whenever signage or traffic control device locations are changed.5. Provide access for garbage collection and recycling pick-up programs and mail delivery to all residents and businesses. Provide communication to and coordination with all service providers as necessary to ensure access as required.6. Provide for the BC Transit bus routes. Communicate to and coordinate with BC Transit as necessary regarding temporary bus stop locations, transit through the work zone and any other issues that may arise that require discussion and coordination.7. Work shall be in accordance with Langford Noise Bylaws.8. The Contractor is required to be off all roadways, and not impeding traffic in any way past 12:00 noon on any Friday of a long weekend.9. At the discretion of the Contract Administrator, the Contractor may be requested to modify the TMP to accommodate any irregularities or excessive congestion of traffic flow. Maximum
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		<p>total delays of up to 3 minutes are permitted.</p> <p>10. Maintain at least one access to all properties at all times, unless otherwise authorized by the Contract Administrator or unless the work is directly in front of a residential driveway. Where closures of residential driveways are required, provide a hand delivered letter a minimum of 72 hours prior to construction to impacted property owner(s). Driveways shall be closed for 72 hours for concrete curing. Daily access shall be provided for trenching where possible using steel plates.</p> <p>11. Facilitate priority access through the work zone for fire trucks and all other emergency vehicles when they are operating with emergency lights and sirens active and where possible otherwise.</p> <p>12. Where sidewalks are closed, provide adequate signage regarding pedestrian detour including signage at closest pedestrian crossing at each side of the closed section. Where work directly impacts sidewalk accessibility, “fixed in place” ramps with a tactile surface are to be provided at either end of the work area allowing pedestrians to safely negotiate the grade change between the roadway surface and drop ramps, curbs, and boulevards. Ramps must be of solid / sound construction, a minimum of 1.5m wide, less than 8% grade, and fixed in place with a traction surface and have a raised barrier edge a minimum of 35mm high.</p> <p>13. Provide plan for on site or off-site storage of materials and equipment, location of site trailers and all other storage facilities (e.g. shipping containers). Use of the road right-of way or other public lands will require a Permit to Occupy a Road Allowance.</p> <p>14. Coordination and access through the active construction sites east of this project (Work Package 1 and Work Package 2 Phase 1) will be required. The TMP is to specifically outline how this coordination and access will be implemented.</p> <p>15. Coordination and access through this Project Site for work to be completed by others will also be required. Required site access could include construction of the water pump station, water reservoir, lot grading, material supply, pond, etc. For additional information, refer to Appendix 2 – Preliminary Construction Schedule. The TMP is to specifically outline how this coordination and access will be implemented.</p>
01 55 00 Traffic Control, Vehicle Access and Parking	1.5 Payment	<p>Delete Clause 1.5.1 and Replace With:</p> <p>Payment for all work required to produce an approved TMP, including modifications as required, to these specifications and costs incurred specific to execution of the plan shall be (paid in equal installments for the project duration) Lump Sum bid item on the Schedule of Quantities and Prices.</p> <p>It is expected that the ongoing communications will be maintained by all contractor's working on the Centre Mountain development throughout the duration of construction to minimize delays and costs. No costs will be paid for providing and using access through adjacent construction sites.</p>

01 57 01 Environmental Protection	1.2 Temporary Erosion and Sediment Controls	Add Clause 1.2.1.4: "All catch basin, silt trap, and lawn basin inlet castings that may receive runoff from the work area to be covered with filter cloth. Ensure no silt or sediment enters the storm drainage system while removing the silt cloth once construction is complete."
	1.4 Environmental Protection	Add Clause 1.4.4: "Disposal of Waste: 1. Do not bury rubbish and waste materials on site. 2. Do not dispose of waste or volatile materials such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers. 3. Dispose of waste materials off property, in accordance with applicable provincial and/or federal regulations. 4. Removal and disposal of Asbestos Cement pipe shall follow current WCB requirements."
	1.6 Measurement and Payment	Add Clause 1.6.2: "Payment for Environmental Protection and preparation of the Environmental Protection Plan shall be lump sum (paid in equal installments for the project duration) and includes all work to prepare, deliver and enact an Environmental Management Plan prepared by a qualified registered professional that contains, at minimum, the following components: tree protection plan; sensitive ecosystem management plan; sediment and erosion control plan; dust control, invasive species management plan; waste disposal; storage areas and laydown area management plan; equipment idling control plan; hazardous material control and spill response plan. The plan and implementation must also meet the requirements of the 'Erosion and Sediment Control and Environmental Monitoring Requirements for works associated with Centre Mountain Work Package 2 Phase 2 and Work Package 6' dated September 2024 and 'ESC and Monitoring for Culvert Installation at Stream 8, Stream 3 and Riparian Vegetation Removal at Wetland 6' dated November 2023. Both documents are included as a Reference Document. Weekly reports from a QEP are to be completed and submitted to the <i>Contract Administrator</i> ."
31 23 17 Rock Removal	1.6.3 Measurement and Payment	Delete Clause 1.6.3 and Replace With: "Payment for rock removal by blasting includes all necessary drilling, vibration monitoring and control, and all warning, permitting, and protective measures required to ensure safe blasting. This payment item includes all blasting required for bulk and trench rock removal. No separate payment will be made if the rock face blasting slope changes or if rock scraping is required. Blasting shall also meet the requirements of the City of Langford Bylaw 100 – Schedule 3. Prior to blasting, the exposed rock surface is to be surveyed by the Contractor and provided to the Contract Administrator. The Contract Administrator is to review the surface and accept it prior to any blasting beginning. Measurement will be cross section to neat line trench limits. The maximum rock size produced by blasting is not to exceed a 600mm nominal diameter. For payment purposes, trench rock and mass rock are considered the same. Note, measurement for this item is not subject to MMCD quantity Variance Threshold Percentage limits (GC 1.76)."

31 24 13 Roadway Excavation, Embankment and Compaction	1.8 Measurement and Payment	<p>Delete Clause 1.8.7 and Replace With: "Payment for embankment fill will include loading, hauling, placing and compacting of material, either from Owner supplied material or onsite excavation. Quantity will be based on surveyed volume (from excavated subgrade to design subbase). Owner supplied material will available in the stockpile location noted on the drawings.</p> <p>Note, measurement for Embankment Fill pay item is not subject to MMCD quantity Variance Threshold Percentage limits (GC 1.76)."</p> <p>Add Clause 1.8.14: "Payment for unsuitable material disposal will include loading, hauling and placing of unsuitable material at the location noted on the drawings. This item will include the management and maintenance of the stockpile, the stockpile area and access to/from the stockpile in accordance with the contractor's ESC plan. Measurement will be based on surveyed volume of the stockpile. Contractor to complete and provide digital topographic survey to define the stockpile volume.</p> <p>Note, measurement for Embankment Fill pay item is not subject to MMCD quantity Variance Threshold Percentage limits (GC 1.76)."</p> <p>Add Clause 1.8.15: "Payment for Common Excavation includes excavation as directed by the Contract Administrator, to the design subgrade and stripping depths as shown on the Contract Drawings or at a location provided by the Contract Administrator. Common excavation will include soils, blasted rock material, gravel and unsuitable material. Measurement shall be based on volumes calculated from before and after excavation of the area at sufficient intervals over the area. Following excavation and prior to blasting, Contractor to complete and provide digital topographic survey to define base of excavation. Note, measurement for Common Excavation pay item is not subject to MMCD quantity Variance Threshold Percentage limits (GC 1.76). All excavation is common excavation. There is no over-excavation."</p>
32 11 16.1 Granular Subbase	1.4 Measurement and Payment	Add Clause 1.4.6: "Payment for Granular Subbase for each specified thickness will be for the actual area placed."
32 11 23 Granular Base	1.4 Measurement and Payment	Add Clause 1.4.5: "Payment for Granular Base for each specified thickness will be for the actual area placed."
33 11 01 Watermains	1.8 Measurement and Payment	<p>Clause 1.8.2 delete: "disinfection,". Replace with: "disinfection, verification of disinfection".</p> <p>Delete Clause 1.8.4 and Replace With: "Payment for service connection includes all mainline saddles, valves, service pipes and all related fittings and appurtenances specified and/or shown on CRD drawing 2.5. Payment includes all applicable work described in 1.8.2 of this Section. Measurement for service connections will be for each complete service installed, with no regard to length of service pipe installed."</p>

		<p>Add Clause 1.8.14: “Payment for flush-valve assembly includes all materials, works and appurtenances shown on CRD Standard drawing 1.6 including valve chamber and all other incidental work. Payment includes all applicable work described in 1.8.2 of this Section.”</p> <p>Add Clause 1.8.15: “Payment for trench dams includes all materials, works and appurtenances required to complete the installation as per CRD Engineering standard drawing 4.11 and all other incidental work. Locations are to be surveyed and noted on the redline drawings. 100mm diameter PVC DR28 (5 metres in length) connection to the future location of the storm main is to be provided for each trench dam. The trench dams across multiple water mains are considered one for payment.”</p> <p>Add Clause 1.8.16: “Payment for hydrants includes all materials, works and appurtenances including all excavation, supply, install (including thrust blocks), backfilling and compaction, hydrant body, lateral connection from mainline tee off watermain to hydrant, restraints, isolation valve at the mainline tee, adjustable valve box, and all other incidental work as shown on the Contract Drawings and on CRD Standard drawing 1.3.”</p> <p>Add Clause 1.8.17: “Payment for service connection includes mainline saddle and corporation stop (for future allowance of water service) as shown on CRD drawing 2.6. Payment includes all applicable work described in 1.8.2 of this Section.”</p>
33 30 01 Sanitary Sewer	1.6 Measurement and Payment	<p>Delete Clause 1.6.2 and Replace With: “Payment for sanitary sewer includes trench excavation, disposal of surplus excavated material onsite, supply and installation of all pipe, fittings and related materials, bedding, imported or native backfill, cleaning and flushing, testing, supply and install of at grade red painted stake for stub extents, and all other work and materials necessary to complete installation as shown on Contract Drawings and specified under this Section. Measurement for sanitary sewer will be made horizontally from manhole centreline/stub to manhole centreline/stub over surface after work has been completed.”</p> <p>Delete Clause 1.6.3 and Replace With: “Payment for sanitary service includes trench excavation, disposal of surplus excavated material onsite, supply and installation of all pipe, fittings and related materials, bedding, imported or native backfill, cleaning and flushing, testing, supply and install of at grade red painted stake for stub extents, and all other work and materials necessary to complete installation as shown on Contract Drawings and specified under this Section. All related fittings and components are to be as per MMCD Standard Detail Drawings S7.</p> <p>Measurement for each service will be for each complete service installed, with no regard to length of service pipe installed.”</p>

33 34 01 Sanitary Forcemains	1.8 Measurement and Payment	Delete Clause 1.8.2 and Replace With: "Payment for sanitary sewer forcemain includes trench excavation, disposal of surplus excavated material onsite, supply and installation of all pipe, fittings and related materials including the manhole drop structure, bolts, gaskets, tie-rods, bedding, imported or native backfill, cleaning and flushing, testing, supply and install of at grade red painted stake for stub extents, and all other work and materials necessary to complete installation as shown on Contract Drawings and specified under this Section. Measurement for sanitary sewer forcemain will be made horizontally from manhole centreline/stub to manhole centreline/stub over surface after work has been completed."
33 40 01 Storm Sewer	1.6 Measurement and Payment	<p>Delete Clause 1.6.2 and Replace With: "Payment for storm sewer includes trench excavation, disposal of surplus excavated material onsite, supply and installation of all pipe and pipe anchor blocks, fittings and related materials, bedding, imported or native backfill, cleaning and flushing, testing, supply and install of at grade green painted stake for stub extents, and all other work and materials necessary to complete installation as shown on Contract Drawings and specified under this Section. Measurement for storm sewer will be made horizontally from manhole centreline/stub to manhole centreline/stub over surface after work has been completed."</p> <p>Delete Clause 1.6.3 and Replace With: "Payment for storm service includes trench excavation, disposal of surplus excavated material onsite, supply and installation of all pipe, fittings and related materials, bedding, imported or native backfill, cleaning and flushing, testing, supply and install of at grade green painted stake for stub extents, and all other work and materials necessary to complete installation as shown on Contract Drawings and specified under this Section. All related fittings and components are to be as per MMCD Standard Detail Drawings S7. Measurement for each service will be for each complete service installed, with no regard to length of service pipe installed."</p>
33 44 01 Manholes and Catch basins	1.5 Measurement and Payment	<p>Clause 1.5.1.1 delete: "except riser". Replace with: "including riser. If specified, outside drop is to be constructed and is included in the cost for each manhole. All work associated with production of any required shop drawings including modifications thereof is considered incidental."</p> <p>Delete Clause 1.5.1.2</p>

1.0 GENERAL

- .1 Section 01 10 00SS addresses additional measurement and payment clauses which do not apply to other specification sections

1.1 Quality Control Testing

- .1 Perform all necessary Quality Management testing as indicated on the Contract Drawings and/or within the Contract Documents. Payment shall be based on the Lump Sum bid in the Schedule of Quantities and Unit Prices as measured and accepted by the Contract Administrator. Payment shall be accepted as full compensation for everything furnished and done. Payment of the Lump Sum bid will be paid in equal amounts each month.
- .2 Give timely notice requesting inspection if Work is designated for special tests, inspections or review by the Contract Administrator's instructions.
- .3 All submissions shall be prompt to ensure that all necessary retesting and replacement of construction can proceed without delay.
- .4 Process and distribute all required copies of test reports and test information and related instructions to all of his Sub-Contractors and Suppliers to ensure that all necessary retesting and replacement of construction can proceed without delay.
- .5 Provide the Owner with copies of all test results including approval of all subgrade prior to any placement of fill material.
- .6 Submit samples and/or materials required for testing, as specifically requested in specifications or by the Owner.
- .7 Submit test results specifying that material requirements are being met.
- .8 Provide labour and facilities to obtain and handle samples and materials on-site. Provide sufficient space to store and cure test samples.

1.2 Survey

- .1 Payment shall be based on the Lump Sum bid in the Schedule of Quantities and Unit Prices as measured and accepted by the Contract Administrator. Payment shall be accepted as full compensation for everything furnished and done.
- .2 Payment of the Lump Sum bid will be paid in equal amounts each month.
- .3 The Contractor is responsible for all staking, survey layout and quantity calculations required for the completion of all Work, as shown on the Contract Drawings, and to affect incidental field adjustments.
- .4 The unit price bid shall include, but not be limited to; all survey layout, staking, cross sections, survey and calculations of various surfaces for calculations of areas

and/or volumes required for payment items, coordination required for the completion of the work, record survey, generation/delivery of red-line drawings and survey text file, re-establishment and registration of survey monuments (by a licenced BC land surveyor) disturbed by construction, and all other work and materials incidental and necessary to complete the Work.

- .5 Any calculations necessary shall be performed by the Contractor and shall be provided to the Contract Administrator at any time upon request. Information shall include text files, surfaces and any CAD drawings.

- END -