



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

**SPECIAL MEETING OF THE COUNCIL
OF THE VILLAGE OF LIONS BAY
HELD ON TUESDAY, SEPTEMBER 1, 2020 at 5:00 PM
COUNCIL CHAMBERS, 400 CENTRE ROAD, LIONS BAY
AND VIA ZOOM VIDEO CONFERENCE**

Please register in advance for this meeting:

<https://us02web.zoom.us/meeting/register/tZctf--vpjssGtlhS774Gy-H4yY2WQtpAiXp>

Once registered, to access the meeting by Computer, Tablet, or Mobile Device,
click the following link: <https://us02web.zoom.us/j/83086780606>

(When prompted, please download Zoom to your device
prior to the meeting if you don't already have the program).

You can also phone in from your landline phone or mobile phone by
dialing 1-778-907-2071 and entering the Conference ID: 830 8678 0606

AGENDA

- 1. Call to Order**
- 2. Adoption of Agenda**
- 3. Public Participation**
- 4. Reports**
 - A. Staff
 - i) PWM: Request for Decision – 3 PRV Station Project Contract Award (Page 3)
Staff Recommendation:
 - (1) THAT Council award the 3 PRV Station Project to Industria Construction Corporation in the amount of \$735,687.52 plus GST; and
 - (2) THAT Council authorize the Mayor and Corporate Officer to execute contract documents substantially in the form attached.
 - ii) PWM: Information Report – Community Centre Complex Septic System Failure and Replacement (Page 71)
Staff Recommendation:
THAT the Information Report, Community Centre Complex Septic System Failure and Replacement, be received.

- B. Mayor
- C. Council
- D. Committees
- E. Emergency Services

5. Public Questions & Comments

6. Closed Council Meeting

Proposed topics for discussion in the absence of the public:

- A. Employee Relations Matter
- B. Disposition of Lands
- C. Confidential Tender Information

THAT the meeting be closed to the public on the basis of matters to be considered under the following sections of the *Community Charter*:

90 (1) A part of a council meeting may be closed to the public if the subject matter being considered relates to or is one or more of the following:

- c) labour relations or other employee relations;
- e) the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality;
- j) information that is prohibited, or information that if it were presented in a document would be prohibited, from disclosure under section 21 of the [*Freedom of Information and Protection of Privacy Act*](#);
- k) negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public;
- n) the consideration of whether a council meeting should be closed under a provision of this subsection or subsection (2).

Council does not anticipate reconvening the open meeting for any purpose other than to adjourn the meeting generally.

[OR]

Council anticipates reconvening the open meeting to discuss the following item(s):

7. Reporting Out from Closed Portion of Meeting

8. Adjournment



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	Request for Decision		
Title	3 PRV Station Project Contract Award		
Author	Naizam Jaffer	Reviewed By:	Peter DeJong
Date	August 25, 2020	Version	1.0
Issued for	September 3, 2020 Special Meeting of Council		

Recommendation:

- (1) THAT Council award the 3 PRV Station Project to Industra Construction Corporation in the amount of \$735,687.52 plus GST; and
- (2) THAT Council authorize the Mayor and Corporate Officer to execute contract documents substantially in the form attached.

Attachments:

- (1) Tender Documents and Contract
- (2) ISL Tender Review and Recommendation of Award Letter

Key Information:

On July 24, 2020, the Municipality issued a tender on BC Bid for the construction of 3 Pressure Reducing Valve (PRV) stations with a closing date of August 14, 2020. During the competition period, the Municipality received a request to extend the closing of this tender to August 21, 2020. This request was granted. At closing, the Municipality received 5 proposals with the following results:

<i>Contractor</i>	<i>Bid Price (excl. tax)</i>
<i>Industra Construction Corp.</i>	<i>\$735,687.52</i>
<i>North Construction Ltd.</i>	<i>\$755,802.00</i>
<i>Webbco Industrial Ltd.</i>	<i>\$782,800.00</i>
<i>Coastal Mountain Excavations Ltd.</i>	<i>\$863,251.00</i>
<i>Complete Utility Contractors</i>	<i>\$930,762.50</i>

ISL Engineering and Land Services, the Municipality's engineers have reviewed each of the tenders received and recommend award of this project to Industra Construction Corporation.



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Options:

- (1) Award the 3 PRV Station Project to Industra Construction Corporation in the amount of \$735,687.52 plus GST and authorize the Mayor and Corporate Officer to execute contract documents substantially in the form attached.
- (2) Direct staff in a manner other than as suggested above.

Preferred Option:

Option (1) is being recommended by staff as the preferred option.

Legal Considerations:

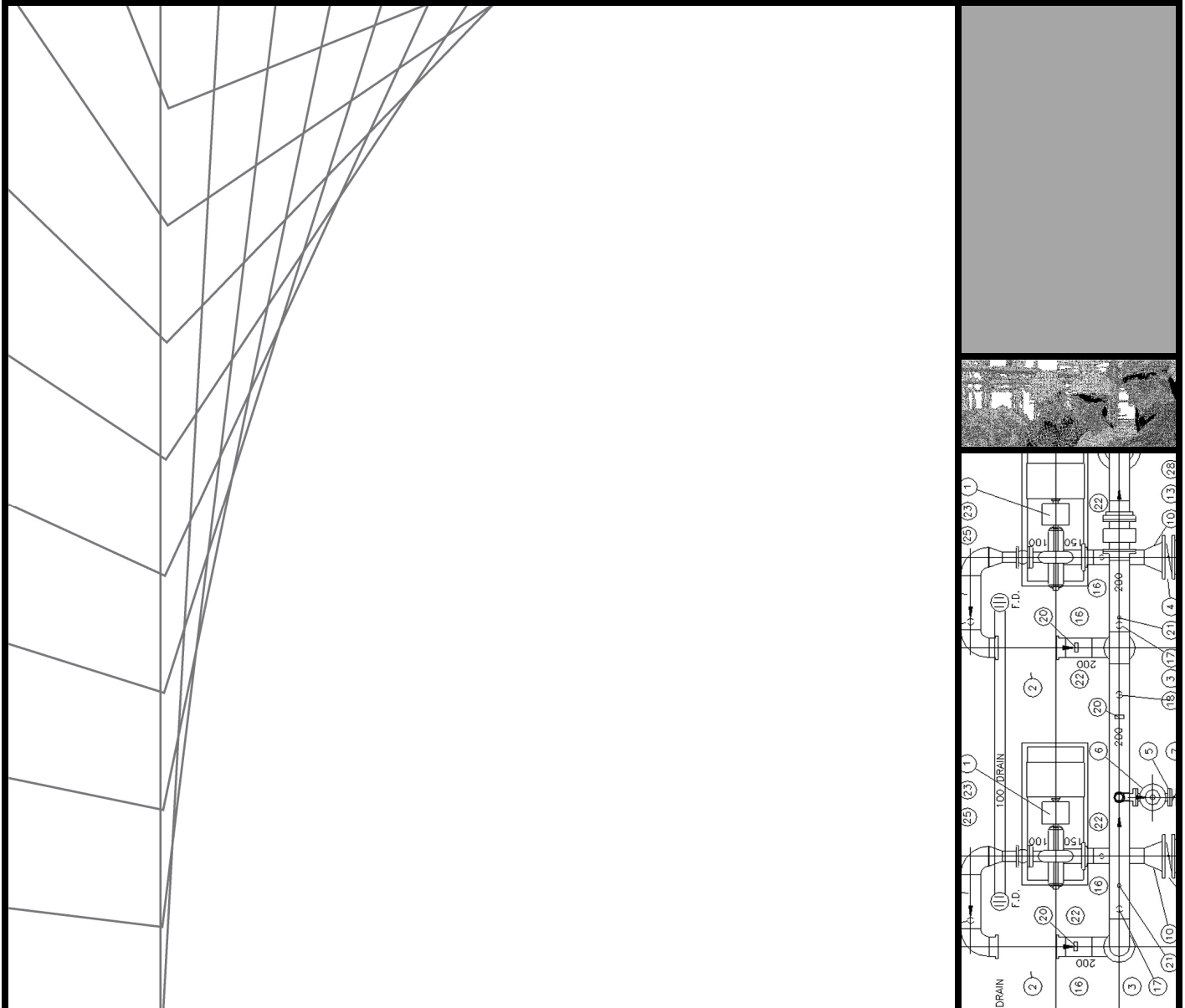
Contractual provisions to be finalized with lead proponent.

Follow Up Action:

Staff to engage with lead proponent to finalize the contract and coordinate commencement of the project.

Communication Plan:

Village Update once agreement finalized.



Tender Documents

The Village of Lions Bay

July, 2020

Lions Bay PRV and Control Valve Improvements

Contract No. 32610



Set # _____

**UNIT
PRICE
CONTRACT**

**TABLE OF CONTENTS
PAGE 1 OF 1**

TABLE OF CONTENTS

Owner: The Village of Lions Bay
(NAME OF OWNER)

Contract: Lions Bay PRV and Control Valve Improvements
(TITLE OF CONTRACT)

Reference No. 32610
(OWNER'S CONTRACT REFERENCE NO.)

TABLE OF CONTENTS

Table of Contents.....	TC-Page 1
Invitation to Tender	INV-Page 1
Instructions to Tenderers: Part I	IT PART I-Page 1-7
Instructions to Tenderers: Part II	(Not Reproduced)
Form of Tender	Page 1-3
Appendix 1 - Schedule of Quantities & Prices.....	4-8
Appendix 2 - Preliminary Construction Schedule	9
Appendix 3 - Experience of Superintendent.....	10
Appendix 4 - Comparable Work Experience	11
Appendix 5 - Subcontractors	12
Form of Agreement.....	Page 1-6
Schedule 1 - Schedule of Contract Documents	5
Schedule 2 - List of Contract Drawings.....	6
General Conditions	(Not Reproduced)
Supplementary Contract Specifications.....	SS Page 1-26
Supplementary General Conditions.....	SGC-Page 1-7

UNIT
PRICE
CONTRACT

INVITATION TO TENDERERS
PAGE 1 OF 1
MMCD PLATINUM 2009

INVITATION TO TENDERERS

Owner: The Village of Lions Bay
(NAME OF OWNER)

Contract: Lions Bay PRV and Control Valve Improvements
(TITLE OF CONTRACT)

Reference No. 32610
(OWNER'S CONTRACT REFERENCE NO.)

The Owner invites tenders for: The supply and installation of two (2) pressure reducing valve (PRV) stations, and one (1) control valve station each housed inside an above ground kiosk and includes electrical, instrumentation and SCADA works. In addition, various water main and storm sewer installations are required including removals, decommissioning of an existing PRV station, surface works, concrete, tree removals and branch cutting, road asphalt and gravel replacement, grading, manholes, headwalls, and connections to existing water and storm sewer utilities.

All of the above mentioned work is located within the Bayview and Upper Bayview Roads, and Mountain Drive areas of The Municipality of the Village of Lions Bay.

(BRIEF DESCRIPTION OF THE WORK)

Contract Documents are available during normal business hours at:

This Tender is being issued electronically through the BC Bid website (www.bcbid.gov.bc.ca) and on The Village of Lions Bay website (www.lionsbay.ca) where any interested party may download the Tender documents directly from the aforementioned website. No registration, tracking or other recording of Tender document holders will be performed by The Municipality of the Village of Lions Bay. All addenda, amendments or further information will be published on the BC Bid website and on The Village of Lions Bay website. It is the sole responsibility of the Tenderer to monitor these websites regularly to check for updates. **Tender documents are available on or after July 24, 2020.**

(LIST ADDRESSES FOR DOCUMENT PICKUP)

The Contract Documents are available for viewing at:

The Municipality of the Village of Lions Bay
Village Office
400 Centre Road
Lions Bay, BC V0N 2E0
(ADDRESS WHERE CONTRACT DOCUMENTS CAN BE VIEWED)

Tenders are scheduled to close:

Tender Closing Time: 2:00 pm local time

Tender Closing Date: August 14, 2020

Address: The Municipality of the Village of Lions Bay
400 Centre Road, PO Box 141
Lions Bay, BC V0N 2E0
(ADDRESS WHERE TENDERS MUST BE SUBMITTED)

Name of Owner's representative:

Matt Gibson, E.I.T.
ISL Engineering and Land Services Ltd.
Phone: 604.629.2696, E-Mail: mgibson@islengineering.com

**UNIT
PRICE
CONTRACT**

INSTRUCTIONS TO TENDERERS PART I

**TABLE OF CONTENTS
IT – PART I PAGE 1 OF 1
MMCD PLATINUM 2009**

1.0 Introduction.....IT – 1

2.0 Tender DocumentsIT – 2

3.0 Submission of TendersIT – 2

4.0 Pre Tender MeetingIT – 3

5.0 Supplemental Instructions to Tenderers.....IT – 3

UNIT
PRICE
CONTRACT

INSTRUCTIONS TO TENDERERS PART I

IT – PART I
IT – PART I PAGE 1 OF 7
MMCD PLATINUM 2009

(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 PLATINUM EDITION OF THE PUBLICATION
“MASTER MUNICIPAL CONSTRUCTION DOCUMENTS” SPECIFIED IN ARTICLE 2.2 BELOW)**

Owner: The Village of Lions Bay
(NAME OF OWNER)

Contract: Lions Bay PRV and Control Valve Improvements
(TITLE OF CONTRACT)

Reference No. 32610
(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:

The supply and installation of two (2) pressure reducing valve (PRV) stations, and one (1) control valve station each housed inside an above ground kiosk and includes electrical, instrumentation and SCADA works. In addition, various water main and storm sewer installations are required including removals, decommissioning of an existing PRV station, surface works, concrete, tree removals and branch cutting, road asphalt and gravel replacement, grading, manholes, headwalls, and connections to existing water and storm sewer utilities.

All of the above mentioned work is located within the Bayview and Upper Bayview Roads, and Mountain Drive areas of The Municipality of the Village of Lions Bay.

1.2 Direct all technical inquiries regarding the *Contract*, to:
Matt Gibson, E.I.T.
Contract Administrator
(NAME AND POSITION OF INDIVIDUAL WHO WILL ANSWER INQUIRIES)

Address: ISL Engineering and Land Services Ltd.

#503 - 4190 Lougheed Highway

Burnaby, BC V5C 6A8

Phone: 604.629.2696

Email: mgibson@islengineering.com

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

Naizam Jaffer, Public Works Manager

(NAME AND POSITION OF INDIVIDUAL WHO WILL ANSWER INQUIRIES)

Address: The Municipality of the Village of Lions Bay

400 Centre Road, PO Box 141

Lions Bay, BC V0N 2E0

Phone: 604-921-9833

Email: works@lionsbay.ca

- 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 record 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:
Public Works Manager
(TITLE OF POSITION)
on or before
Tender Closing Time: 2:00 pm local time
Tender Closing Date: August 14, 2020
at
Address: The Municipality of the Village of Lions Bay
Village Office
400 Centre Road, PO Box 141
Lions Bay, BC V0N 2E0
(ADDRESS WHERE TENDERS MUST BE SUBMITTED)
Fax: n/a
- 3.2 Late tenders will not be accepted or considered, and will be returned unopened.
- 3.3 Depending on the value of the tenders received, the scope of the work may be decreased due to budget constraints. The *Owner* reserves the right to reduce or remove Optional items based on available funds.**

4.0 Supplemental
Instructions to
Tenderers4.1 Completing the Form of Tender

The submitted Form of Tender must be legible, written in ink, or by typewriter and ALL ITEMS MUST BE BID, unless the Form of Tender specifically permits otherwise, with the price for every item and other extras clearly shown. Each page must be initialed by the Tenderer.

The Tenderer shall be deemed to have satisfied himself as to the sufficiency of his tender for the work and of the unit and lump sum prices stated in the Form of Tender. These unit prices shall cover all his/her costs including overhead, profit and tax, except for the Goods and Services Tax (GST) as explained in the following paragraphs of this section, for carrying out the works and his obligations under this Contract.

The Tenderer shall complete and submit the Form of Tender, in accordance with Instructions to Tenderers and keep the remaining documents for record purposes.

The "Amount" column shall be totaled in groups of items as shown and each total for a group of items shall be carried to the Summary Sheet for insertion in the appropriate place. The totals for all groups of items shall be added to give the Total Tender Price, Goods and Services Tax of 5% shall be calculated separately then added to arrive at the Total Tender Price including GST.

4.2 Right to Accept or Reject Tenders

The *Owner* reserves the right to reject any or all tenders or to accept any tender should it be deemed in the interest of *Owner* to do so. The lowest tender will not necessarily be accepted.

For each item listed in the Form of Tender, there shall be a reasonable unit price. Under no conditions will an unbalanced tender be considered. The *Contract Administrator* will be the sole judge of such matters. Any tender considered to be unbalanced shall be rejected by the *Owner*.

Without limiting the generality of the foregoing, any tender may be disqualified or rejected which is incomplete, obscure or irregular, which had erasures or corrections in the Form of Tender, in which prices are omitted or which has an insufficient or irregular Surety.

4.3 Award

The *Owner* will, following receipt of an acceptable tender, issue in writing a *Notice of Award* to the successful Tenderer. This notice will be given as soon as possible following the closing of tenders and, unless otherwise agreed to by the Tender, not later than sixty (60) days following the closing of tenders.

The following amendments reference Instructions to Tenderers - Part II:

12.1S Amendment Change "hand, mail or fax" to "hand" and add

UNIT
PRICE
CONTRACT

INSTRUCTIONS TO TENDERERS PART I

IT – PART I
IT – PART I PAGE 4 OF 7
MMCD PLATINUM 2009

of Tenders “An amendment by email or fax will not be accepted.”

15.4S Award Insert the following clauses:

“The lowest or any tender will not necessarily be accepted. Without limiting the generality of the foregoing, any tender which is incomplete, obscure or irregular may be rejected, any tender having erasures or corrections in the Form of Tender: Appendix 1, Schedule of Quantities & Prices may be rejected, any tender in which unit prices are omitted or in which unit prices are obviously unbalanced may be rejected, any tender accompanied by an insufficient bond may be rejected, any tender that has any deletions, alterations, or changes in the *Contract Documents* as listed in Schedule 1 and 2 of the Agreement may be rejected.”

“Each individual project as a whole shall be considered as *Optional* or *Provisional Work*. As such, the *Owner* reserves the right to;

- i. Award in its entirety all three (3) projects as one Contract;
- ii. Award only one (1) out of the three (3) projects;
- iii. Award two (2) out of the three (3) projects; or
- iv. not Award any Contracts

All or any unused portion of these sums shall revert to the *Owner* and shall be deducted from the *Contract Price* before final payment is made. No claim for lost profit shall be made by the *Contractor* for the deletion of any or all *optional work*, including projects, as indicated in the *Schedule of Quantities and Prices*.”

15.5S Insert the following clause:

In exercising its discretion, the *Owner* will have regard to the information provided by the tenderer in the Appendices to the Form of Tender as described under IT 5.3, and may also have regard to any information obtained by the *Owner* in evaluation of such tender information, any information obtained by the *Owner* from any other person, firm or corporation relating to their previous experience with the tenderer, as well as the *Owner's* previous relevant experience, if any, with the tenderer. In exercising this discretion

the *Owner* may consider, but is not limited to, the following criteria in addition to the *Tender Price*.

- a) the proven experience of the tenderer, and any listed subcontractors to do the *Work*;
- b) the tenderer's ability to complete the *Work* within the *Preliminary Construction Schedule* including timeliness in completing deficiency works;
- c) the tenderer's ability to work effectively with the *Owner*, its consultants and representatives, and the public;
- d) the tenderer's ability to manage and do the work effectively using the named superintendent and submitted contractors and subcontractors;
- e) the tenderer's history on other projects including with respect to quality of work, changes in the work, force account work, cooperation with the *Owner*, and the contract administration costs of the *Owner*;
- f) the nature of any legal proceedings undertaken by the tenderer, or any officer or director of the tenderer directly (or indirectly through another corporation) against the *Owner* within the last five years of the Invitation to Tender.

In no event shall the *Owner* be liable for the tenderer's costs of preparing a tender.

The award of this *Contract* is subject to approval by Council.

Basis of Contract Award & Acceptance

In reviewing tenders and awarding the *Contract* for this project the *Owner* may consider not only the tendered prices but the overall value that the tender represents to the *Owner* based on quality, service and price, and the tenderer's experience and qualifications considered essential by the *Owner* for the satisfactory completion of this type and size of project, including:

- a) Bonding capability.
- b) Financial capability.
- c) Previous completed projects of this type and/or size.
- d) Major projects now being undertaken by the tenderer.
- e) Key office and site personnel to be assigned by the tenderer to this project.
- f) Schedule for completion of the *Work*.
- g) The past experience of the *Owner* and/or other project owners with respect to the tenderer's performance in completing projects in a timely, efficient and satisfactory manner, the tenderer's methods of doing business and the tenderer's ability to establish and maintain a good working relationship with a project owner.

The *Owner* reserves the right to award the *Contract* based on the above pre-requisites and to reject without further consideration, any tender which in its opinion, does not meet the criteria it considers essential for this project.

The tenderer, by submitting a tender, agrees that it will not make a claim against the *Owner*, for whatever reason, relating to the tender, the tender documents, or the competitive tender process. The tenderer, by submitting a tender, waives any claim or recovery for loss of profits or any prospective damages whatsoever if no *Contract* is entered into with the tenderer.

4.4 Contract Time

The Tenderer may alter the contract time noted in the Form of Tender; however, he shall be responsible for inspection costs incurred for each working day beyond the noted time subject to the Provisions of the General Conditions. The applicable cost will be \$1,500.00 per working day, and will be deducted from the monthly progress payments made to the *Contractor* at the discretion of the *Contract Administrator*.

4.5 Hours of Work

The hours of work must not extend beyond 0730 h and 1730 h, inclusive,

daily. The *Contractor* shall schedule his work within these hours and will not be permitted to commence work earlier than 0730 h and/or work later than 1730h, except as authorized by the *Contract Administrator*.

No work on Sundays, or Statutory Holidays will be permitted except in case of emergency and then only with written permission of the *Contract Administrator* and to such extent as he deems necessary.

The Owner reserves the right not to allow any work to be undertaken on Weekends or Statutory Holidays.

4.6 Budget Constraints

Depending on the value of the tenders received, the scope of the work may be decreased due to budget constraints. The *Owner* reserves the right to reduce or remove *Optional work* or provisional work based on available funds.

4.7 Overtime Work

The *Contractor* should not schedule construction work requiring inspection by the *Contract Administrator* in excess of the standard 40-hour working week.

With approval of the *Contract Administrator*, extended working hours on working Days will be permitted for operations which must reasonably be completed on that date. The Contractor will be charged for the costs of inspection required during overtime hours, during weekends and during statutory holidays. Overtime hours will be determined in accordance with the Employment Standards as set by the Province of B.C.

4.8 Watermain Testing procedure

The Contractor is to be aware that a written procedure is required for watermain testing and the Contractor must supply to the Contract Administrator a minimum 7 Days in advance of such testing as part of the watermain testing process. Refer to Supplementary Specifications Section 33 11 01S-3.17.7 for detailed requirements.

4.9 **Contractor is to familiarize himself/herself with IT Part II – Section 10.0**

Add IT Part II – Section 10.3

“It shall be the responsibility of the Tenderer to include in his tender sufficient amounts to cover the cost of the work and materials not listed in the Schedule of Quantities and Unit Prices and specifications by either direction mention or implication. All such amounts shall be included in the items to which they pertain most closely in the Schedule of Quantities and Unit Prices.

UNIT
PRICE
CONTRACT

FORM OF TENDER
PAGE 1 OF 13
2020

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: The Village of Lions Bay
(NAME OF OWNER)

Contract: Lions Bay PRV and Control Valve Improvements
(TITLE OF CONTRACT)

Reference No. 32610
(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 70 calendar days following Notice to Proceed
(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.

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.

3.2 that we understand and agree that the *Owner* is in no way obligated to accept this Tender.

WE CONFIRM:

4.1 that the following appendices are attached to and form a part of this tender:

Tenderer's Initials _____

FORM OF 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.
- 4.1.3 the *Consent of Security* - Performance, Labour and Materials Payment filled and signed.

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 Tender Closing 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 10 *Days* of receipt of the written *Notice of Award* deliver to the *Owner*:
 - 1. a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the *Contract Price*, covering the performance of the *Work* including the *Contractor's* obligations during the *Maintenance Period*, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the *Owner*;
 - 2. a *Baseline Construction Schedule*, as provided by GC 4.6.1;
 - 3. a "clearance letter" indicating that the tenderer is in Worksafe BC compliance; and
 - 4. a copy of the insurance policies as specified in GC 24 indicating that all such insurance coverage is in place and;
 - 5.1.2 within 2 *Days* of receipt of written "*Notice to Proceed*", or such longer time as may be otherwise specified in the *Notice to Proceed*, commence the *Work*; and
 - 5.1.3 sign the *Contract Documents* as required by GC 2.1.2.

WE AGREE:

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

Tenderer's Initials _____

UNIT
PRICE
CONTRACT

FORM OF TENDER
PAGE 3 OF 13
2020

FORM OF TENDER

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: _____
Email: _____
Attention: _____

This Tender is executed this _____ day of _____, 2020

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Tenderer's Initials _____

Form of Tender - Appendix 1
Lions Bay PRV and Control Valve Improvements

32610

(CONTRACT#)

SCHEDULE OF QUANTITIES AND PRICES

(See paragraph 5.3.1 of the Instructions to Tender - Part II)

(All prices and *Quotations* including the *Contract Price* shall include all *Taxes*, but shall not include GST. GST shall be shown separately.) *Payment item in Supplementary Specifications.

SITE NO.	DESCRIPTION	AMOUNT
1.0	Bayview Road School Pressure Reducing Valve Station	
2.0	Mountain Drive Control Valve Station	
3.0	Upper Bayview Road Pressure Reducing Valve Station	
TENDER PRICE		
GST 5%		
TENDER Price plus GST		

Tenderer's Initials _____

1.0

Bayview Road School Pressure Reducing Valve Station

ITEM NO.	MMCD REF.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1.0 MMCD 03 30 53 - CAST-IN-PLACE CONCRETE						
1.1	1.5.3	Cast-in-place reinforced concrete slab as per Dwg. No. 32610-02	Lump Sum	1		
2.0 MMCD 03 40 01 - PRECAST CONCRETE						
2.1	1.4.2S	Lock Block wall	Lump Sum	1		
3.0 MMCD 31 11 01 - CLEARING AND GRUBBING						
3.1	1.4.1	Clear and grub to the extents of the construction limits as illustrated	Lump Sum	1		
4.0 MMCD 31 23 01 - EXCAVATING, TRENCHING, AND BACKFILLING						
4.1	1.10.9S	Overexcavation complete with offsite disposal and backfill (Optional)	m ³	10		
4.2	1.10.10S	Remove and dispose of all disused pipes to an approved off-site location as per Contract Drawings	Lump Sum	1		
5.0 MMCD 31 23 17 - ROCK REMOVAL						
5.1	1.6.3S	Rock removal to permit watermain installation (Optional)	m ³	10		
6.0 MMCD 31 24 13 - ROADWAY EXCAVATION, EMBANKMENT AND COMPACTION						
6.1	1.8.5S	Common excavation includes organic stripping and unsuitable materials complete with removal and off-site disposal	Lump Sum	1		
6.2	1.8.9	Subgrade preparations	Lump Sum	1		
7.0 MMCD 31 37 10 - RIPRAP						
7.1	1.4.1S	350mm nominal thickness of 10kg Class rip-rap	m ²	10		
8.0 MMCD 32 11 23 - GRANULAR BASE						
8.1	1.4.2	19mm minus crushed granular base, minimum 150mm compacted thickness	m ²	35		
9.0 MMCD 32 12 16 - HOT-MIX ASPHALT CONCRETE PAVING						
9.1	1.5.1S	Machine placed MMCD Upper Course #1 in two lifts (lift not to exceed 50mm) to produce a minimum 75mm compacted asphalt thickness to 98% Marshall Density	m ²	50		
10.0 MMCD 32 17 23 - PAINTED PAVEMENT MARKINGS						
10.1	1.5.2	Reinstate, and match existing double solid yellow road centerline, and single solid white fogline (west)	Lump Sum	1		
11.0 MMCD 32 31 13 - CHAIN LINK FENCES AND GATES						
11.1	1.5.5S	Removable restriction post (i.e. bollard) as per Std. Dwg. C12	Each	4		

ITEM NO.	MMCD REF.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
12.0 MMCD 33 11 01 - WATERWORKS						
12.1	1.8.2S	150Ø Class 350 DI watermain for School service (Provisional)	L. Meter	15		
12.2	1.8.3S	200H x 200F x 150F tee for School service (Provisional)	Each	1		
12.3	1.8.3S	150Ø HxH 45° bend for School service (Provisional)	Each	2		
12.4	1.8.3S	150Ø HxF gate valve for School service (Provisional)	Each	1		
12.5	1.8.4	19Ø water service as per Std. Dwg. W2a	Each	1		
12.6	1.8.2S	150Ø Class 350 DI watermain	L. Meter	10		
12.7	1.8.2S	200Ø Class 350 DI watermain	L. Meter	20		
12.8	1.8.3S	150Ø HxH 45° bend	Each	2		
12.9	1.8.3S	150Ø HxF 45° bend	Each	2		
12.10	1.8.3S	150Ø transition coupler	Each	2		
12.11	1.8.3S	200H x 150F reducer	Each	2		
12.12	1.8.3S	200Ø HxF 90° bend	Each	1		
12.13	1.8.3S	200Ø FxF 90° bend	Each	1		
12.14	1.8.3S	200Ø HxF gate valve	Each	2		
12.15	1.8.13	Tie-in to existing School service (Assume 150mm) Contractor to Confirm size prior to construction	Lump Sum	1		
12.16	1.8.13	Tie-in to existing 150Ø DI water main (x2)	Lump Sum	1		
12.17	1.8.15S	Removals and decommissioning of existing PRV station	Lump Sum	1		
12.18	1.8.16S	Complete PRV station building and mechanical as per Dwg. No. 32610-03 and -06	Lump Sum	1		
12.19	1.8.17S	Complete PRV station electrical as per Dwg. No. 32610-09, -10, -11, 12 and -13 <u>not</u> including instrumentation and SCADA	Lump Sum	1		
13.0 MMCD 33 40 01 - STORM SEWERS						
13.1	1.6.2	450Ø SDR35 PVC storm main	L. Meter	20		
13.2	1.6.3	100Ø SDR28 PVC storm service for PRV station (complete)	Each	1		
14.0 MMCD 33 42 13 - PIPE CULVERTS						
14.1	1.5.3	Type II Langley Concrete precast headwall for 450Ø storm pipe	Each	2		
15.0 MMCD 33 44 01 - MANHOLES AND CATCHBASINS						
15.1	1.5.1.1	1050Ø precast or cast-in-place manhole base, lid, slab, and cast iron fram and cover	Each	2		
15.2	1.5.1.2	1050Ø precast manhole riser	V. Meter	2		
Subtotal - Bayview Road School PRV Station						

2.0

Mountain Drive Control Valve Station

ITEM NO.	MMCD REF.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1.0 MMCD 03 30 53 - CAST-IN-PLACE CONCRETE						
1.1	1.5.3	Cast-in-place reinforced concrete slab as per Dwg. No. 32610-02	Lump Sum	1		
2.0 MMCD 03 40 01 - PRECAST CONCRETE						
2.1	1.4.2S	Lock Block wall	Lump Sum	1		
3.0 MMCD 31 11 01 - CLEARING AND GRUBBING						
3.1	1.4.1	Clear and grub to the extents of the construction limits as illustrated	Lump Sum	1		
4.0 MMCD 31 23 01 - EXCAVATING, TRENCHING, AND BACKFILLING						
4.1	1.10.3S	Overexcavation complete with offsite disposal and backfill (Optional)	m ³	10		
4.2	1.10.4S	Remove and dispose of all disused pipes to an approved off-site location as per Contract Drawings	Lump Sum	1		
5.0 MMCD 31 23 17 - ROCK REMOVAL						
5.1	1.6.3S	Rock removal to permit watermain installation (Optional)	m ³	10		
6.0 MMCD 31 24 13 - ROADWAY EXCAVATION, EMBANKMENT AND COMPACTION						
6.1	1.8.5S	Common excavation includes organic stripping and unsuitable materials complete with removal and off-site disposal	Lump Sum	1		
6.2	1.8.9	Subgrade preparations	Lump Sum	1		
7.0 MMCD 32 11 23 - GRANULAR BASE						
7.1	1.4.2	19mm minus crushed granular base, minimum 150mm compacted thickness	m ²	35		
8.0 MMCD 32 12 16 - HOT-MIX ASPHALT CONCRETE PAVING						
8.1	1.5.1S	Machine placed MMCD Upper Course #1 in two lifts (lift not to exceed 50mm) to produce a minimum 75mm compacted asphalt thickness to 98% Marshall Density	m ²	35		
9.0 MMCD 32 31 13 - CHAIN LINK FENCES AND GATES						
9.1	1.5.5S	Removable restriction post (i.e. bollard) as per Std. Dwg. C12	Each	6		
10.0 MMCD 33 11 01 - WATERWORKS						
10.1	1.8.2S	150Ø Class 350 DI watermain	L. Meter	2		
10.2	1.8.2S	200Ø Class 350 DI watermain	L. Meter	20		
10.3	1.8.3S	150Ø transition coupler	Each	2		
10.4	1.8.3S	200Ø H x F x F tee	Each	1		
10.5	1.8.3S	200Ø H x H x F tee	Each	1		
10.6	1.8.3S	200H x 150H reducer	Each	2		
10.7	1.8.3S	200Ø HxF gate valve	Each	2		
10.8	1.8.13	Tie-in to existing 150Ø DI water main (x2)	Lump Sum	1		
10.9	1.8.16S	Complete Control Valve station building and mechanical as per Dwg. No. 32610-04 and -07	Lump Sum	1		
10.10	1.8.17S	Complete Control Valve station electrical as per Dwg. No. 32610-09, -10, -11, 12 and -13 <u>not including</u> instrumentation and SCADA	Lump Sum	1		
10.11	1.8.18S	Allowance - Complete Control Valve station instrumentation and SCADA as per Dwg. No. 332610-09, -10, -11, 12 and -13	Allowance	1	\$5,000.00	\$5,000.00
Subtotal - Mountain Drive Control Valve Station						

3

Upper Bayview Road Pressure Reducing Valve Station

ITEM NO.	MMCD REF.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1.0 MMCD 03 30 53 - CAST-IN-PLACE CONCRETE						
1.1	1.5.3	Cast-in-place reinforced concrete slab as per Dwg. No. 32610-02	Lump Sum	1		
3.0 MMCD 31 11 01 - CLEARING AND GRUBBING						
2.1	1.4.1	Clear and grub to the extents of the construction limits as illustrated	Lump Sum	1		
3.0 MMCD 31 23 01 - EXCAVATING, TRENCHING, AND BACKFILLING						
3.1	1.10.3S	Overexcavation complete with offsite disposal and backfill (Optional)	m ³	10		
3.2	1.10.4S	Remove and dispose of all disused pipes to an approved off-site location as per Contract Drawings	Lump Sum	1		
3.3	1.10.8S	Remove existing asphalt swale and reinstate as illustrated on Contract Drawings	Lump Sum	1		
4.0 MMCD 31 23 17 - ROCK REMOVAL						
4.1	1.6.3S	Rock removal to permit watermain installation (Optional)	m ³	10		
5.0 MMCD 31 24 13 - ROADWAY EXCAVATION, EMBANKMENT AND COMPACTION						
5.1	1.8.5S	Common excavation includes organic stripping and unsuitable materials complete with removal and off-site disposal	Lump Sum	1		
5.2	1.8.9	Subgrade preparations	Lump Sum	1		
5.3	1.8.7	Import fill - 19mm minus granular base	Tonne	25		
6.0 MMCD 32 11 23 - GRANULAR BASE						
6.1	1.4.2	19mm minus crushed granular base, minimum 150mm compacted thickness	m ²	100		
7.0 MMCD 31 37 10 - RIPRAP						
7.1	1.4.1S	350mm nominal thickness of 10kg Class rip-rap	m ²	10		
8.0 MMCD 32 12 16 - HOT-MIX ASPHALT CONCRETE PAVING						
8.1	1.5.1S	Machine placed MMCD Upper Course #1 in one lifts (lift not to exceed 50mm) asphalt thickness to 98% Marshall Density	m ²	10		
9.0 MMCD 32 31 13 - CHAIN LINK FENCES AND GATES						
9.1	1.5.5S	Removable restriction post (i.e. bollard) as per Std. Dwg. C12	Each	4		

ITEM NO.	MMCD REF.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
10.0 MMCD 33 11 01 - WATERWORKS						
10.1	1.8.2S	150Ø Class 350 DI watermain	L. Meter	6		
10.2	1.8.2S	200Ø Class 350 DI watermain	L. Meter	10		
10.3	1.8.3S	150Ø HxF gate valve	Each	1		
10.4	1.8.3S	150Ø HxF 90° bend	Each	1		
10.5	1.8.3S	150Ø end cap	Each	1		
10.6	1.8.3S	150Ø transition coupler	Each	1		
10.7	1.8.3S	200H x 150F reducer	Each	1		
10.8	1.8.3S	200H x 200H x 150F tee	Each	1		
10.9	1.8.3S	200Ø HxFxF tee	Each	1		
10.10	1.8.3S	200Ø HxF gate valve	Each	2		
10.11	1.8.3S	200Ø transition coupler	Each	2		
10.12	1.8.13	Tie-in to existing 150Ø DI water main (x1)	Lump Sum	1		
10.13	1.8.13	Tie-in to existing 200Ø DI water main (x2)	Lump Sum	1		
10.14	1.8.7	Blow-down chamber as per Std. Dwg. W9 and W10	Lump Sum	1		
10.15	1.8.16S	Complete PRV station building and mechanical as per Dwg. No. 32610-05 and -08	Lump Sum	1		
10.16	1.8.17S	Complete PRV station electrical as per Dwg. No. 32610-09, -10, -11, and -12 <u>not including</u> instrumentation and SCADA	Lump Sum	1		
10.17	1.8.18S	Allowance - Complete Control Valve station instrumentation and SCADA as per Dwg. No. 332610-09, -10, -11, 12 and -13	Allowance	1	\$5,000.00	\$5,000.00
11.0 MMCD 33 40 01 - STORM SEWERS						
11.1	1.6.2	450Ø SDR35 PVC storm main	L. Meter	20		
11.2	1.6.3	100Ø SDR28 PVC storm service for PRV station (complete)	Each	1		
11.3	1.8.9	Tie-in to existing storm sewer system	Lump Sum	1		
12.0 MMCD 33 42 13 - PIPE CULVERTS						
12.1	1.5.3	Type II Langley Concrete precast headwall complete with grillage for 450Ø storm pipe	Each	1		
12.2	1.5.3	Type II Langley Concrete precast headwall complete with grillage and safety railing for 450Ø storm pipe	Each	1		
13.0 MMCD 33 44 01 - MANHOLES AND CATCHBASINS						
13.1	1.5.1.1	1200Ø precast manhole base, lid, slab, and cast iron frame and cover	Each	1		
13.2	1.5.1.1	1200Ø cast-in-place manhole base, precast lid, slab, and cast iron fram and cover	Each	1		
13.3	1.5.1.2	1200Ø precast manhole riser	V. Meter	2		
Subtotal - Upper Bayview Road PRV Station						

**APPENDIX 3
EXPERIENCE OF SUPERINTENDENT**

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

Owner: The Village of Lions Bay
(NAME OF OWNER)

Contract: Lions Bay PRV and Control Valve Improvements
(TITLE OF CONTRACT)

Reference No. 32610
(OWNER'S CONTRACT REFERENCE NO.)

Name: _____

Experience: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Tenderer's Initials _____

**APPENDIX 4
COMPARABLE WORK EXPERIENCE**

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

Owner: The Village of Lions Bay
(NAME OF OWNER)

Contract: Lions Bay PRV and Control Valve Improvements
(TITLE OF CONTRACT)

Reference No. 32610
(OWNER'S CONTRACT REFERENCE NO.)

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

Tenderer's Initials _____

FORM OF AGREEMENT

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

BETWEEN OWNER AND CONTRACTOR

This agreement made in duplicate this _____ day of _____, 2020.

Owner: The Village of Lions Bay
(NAME OF OWNER)

Contract: Lions Bay PRV and Control Valve Improvements
(TITLE OF CONTRACT)

Reference No. 32610
(OWNER'S CONTRACT REFERENCE NO.)

BETWEEN:

The The Municipality of the Village of Lions Bay
(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 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 70 calendar days from date of Notice to Proceed subject to (INSERT DATE OF SUBSTANTIAL PERFORMANCE) 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.

FORM OF AGREEMENT

- 2.2 The *Contract* supersedes all prior negotiations, representations or agreements, whether written or oral, and the *Contract* may be amended only in strict accordance with the provisions of the *Contract Documents*.
- Article 3 Contract Price**
- 3.1 The price for the *Work* ("*Contract Price*") shall be the sum in Canadian dollars of the following:
- 1.1.1 the product of the actual quantities of the items of *Work* listed in the *Schedule of Quantities and Prices* which are incorporated into or made necessary by the *Work* and the unit prices listed in the *Schedule of Quantities and Prices*; plus
- 1.1.2 all lump sums, if any, as listed in the *Schedule of Quantities and Prices*, for items relating to or incorporated into the *Work*; plus
- 1.1.3 any adjustments, including any payments owing on account of *Changes* and agreed to *Extra Work*, approved in accordance with the provisions of the *Contract Documents*.
- 3.2 The *Contract Price* shall be the entire compensation owing to the *Contractor* for the *Work* and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the *Work*.
- Article 4 Payment**
- 4.1 Subject to applicable legislation and the provisions of the *Contract Documents*, the *Owner* shall make payments to the *Contractor*.
- 4.2 If the *Owner* fails to make payments to the *Contractor* as they become due in accordance with the terms of the *Contract Documents* then interest calculated at 2% per annum over the prime commercial lending rate of the Royal Bank of Canada on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.
- Article 5 Rights 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**
- Communications among the *Owner*, the *Contract Administrator* and the *Contractor*, including all written notices required by the

FORM OF AGREEMENT

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*:

The Municipality of the Village of Lions Bay

Village Office

400 Centre Road, PO Box 141

Lions Bay, BC V0N 2E0

Fax: n/a

Email: works@lionsbay.ca

Attention: Naizam Jaffer

The *Contractor*:

Fax: _____

Email: _____

Attention: _____

The *Contract Administrator*:

ISL Engineering and Land Services Ltd.

PO Box 1815, 542b – 2nd Avenue

Fernie, BC V0B 1M0

Fax: 604.629.2698

Email: mgibson@islengineering.com

Attention: Matt Gibson, E.I.T., *Contract Administrator*

- 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 at the date and time as shown in the recipients inbox; or
 - 1.1.6 immediately upon transmission if sent by fax and received in hard copy; or
 - 1.1.7 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 or email is received.

FORM OF AGREEMENT

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)

FORM OF AGREEMENT

(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”, Platinum Edition, dated 2009. All sections of this publication are included in the *Contract Documents*.

Agreement, including all Schedules;

Supplementary General Conditions (for MMCD Volume II, Platinum Edition, 2009);

General Conditions*;

Supplementary Specifications (for MMCD Volume II, Platinum Edition, 2009);

Specifications*;

Supplementary Standard Detail Drawings;

Standard Detail Drawings*;

Executed Form of Tender, including all Appendices;

Contract Drawings listed in Schedule 2 to the Agreement – “List of *Contract Drawings*”;

Instructions to Tenderers - Part I;

Instructions to Tenderers - Part II*;

The following Addenda:

(ADDENDA, IF ANY)

MMCD Supplementary Updates:

- 2016-11-18
- 2015-11-02
- 2014-09-19
- 2014-07-15
- 2014-02-28
- 2013-06-13
- 2012-08-07
- 2012-06-08
- 2012-05-30
- 2011-08-08
- 2011-08-04
- PVC C900 Pipe Specification Clarification
- 2010-05-18
- 2010-03-25
- 2009-11-19

As provided on website as of tender closing date: www.mmcd.net

**UNIT
PRICE
CONTRACT**

**FORM OF AGREEMENT
PAGE 6 OF 6
2020**

FORM OF AGREEMENT

(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.)

Schedule 2 List of Contract Drawings

DRAWING TITLE	DRAWING NO.	DATE	REVISION NO.	REVISION DATE
COVER	32610-01	March 27, 2020	0	July 20, 2020
GENERAL NOTES & DETAILS	32610-02	March 27, 2020	0	July 20, 2020
BAYVIEW ROAD PRV SITE PLAN	32610-03	March 27, 2020	0	July 20, 2020
MOUNTAIN DRIVE CONTROL VALVE SITE PLAN	32610-04	March 27, 2020	0	July 20, 2020
UPPER BAYVIEW ROAD PRV SITE PLAN	32610-05	March 27, 2020	0	July 20, 2020
PRV DETAILS – BAYVIEW ROAD PRV	32610-06	March 27, 2020	0	July 20, 2020
CONTROL VALVE DETAILS – MOUNTAIN DRIVE	32610-07	March 27, 2020	0	July 20, 2020
PRV DETAILS – UPPER BAYVIEW ROAD	32610-08	March 27, 2020	0	July 20, 2020
PRV ELECTRICAL SPECIFICATIONS	32610-09	March 27, 2020	0	July 20, 2020
PRV ELECTRICAL KIOSK DETAILS	32610-10	March 27, 2020	0	July 20, 2020
PRV ELECTRICAL CONTROL PANEL DETAILS	32610-11	March 27, 2020	0	July 20, 2020
WIRING DETAILS 1	32610-12	March 27, 2020	0	July 20, 2020
WIRING DETAILS 2	32610-13	March 27, 2020	0	July 20, 2020

*Supplementary
Contract
Specifications*

These Supplementary Specifications must be read in conjunction with the Master Municipal Specifications contained in the Master Municipal Construction Documents, Volume II, Platinum Edition 2009.

SUPPLEMENTARY CONTRACT SPECIFICATIONS INDEX**DIVISION 01 – GENERAL REQUIREMENTS**

- 01 01 01S General Information
- 01 33 01S Project Record Documents
- 01 55 00S Traffic Control, Vehicle Access and Parking
- 01 57 01S Environmental Protection

DIVISION 03 – CONCRETE

- 03 40 01S Precast Concrete

DIVISION 26 – ELECTRICAL

- 26 56 01S Roadway lighting

DIVISION 31 – EARTHWORKS

- 31 11 01S Clearing and Grubbing
- 31 15 60S Dust Control
- 31 23 17S Rock Removal
- 31 37 10S Rip-Rap
- 31 23 01S Excavating, Trenching, and Backfilling
- 31 24 13S Roadway Excavation, Embankment and Compaction

DIVISION 32 – ROAD AND SITE IMPROVEMENTS

- 32 11 23S Granular Base
- 32 12 16S Hot-Mix Asphalt Concrete Paving
- 32 31 13S Chain Link Fences and Gates
- 32 91 21S Topsoil and Finish Grading
- 32 92 20S Seeding

DIVISION 33 – UTILITIES

- 33 11 01S Waterworks

- | | | | |
|-----|--|-----|--|
| 1.0 | Master Municipal Construction Documents | .1S | The Supplementary Specifications contained herein must be read in conjunction with the Master Municipal Specifications contained in the Master Municipal Construction Documents, Volume II (Platinum Edition 2009) as identified in the Instructions to Tender article 2.2. |
| 2.0 | Format and Numbering System | .1S | The Supplementary Contract Specifications follow the same format and numbering system as the Master Municipal Specifications, but is differentiated from it by having the letter "S" placed after the section number. |
| 3.0 | Construction Survey Layout | .1S | The <i>Contractor</i> shall be responsible for the detailed setting out of the <i>Work</i> . |
| | | .2S | Payment for survey layout shall be considered incidental to the <i>work</i> performed and no additional payment will be made to the <i>contractor</i> . |
| | | .3S | All monuments, including but not limited to brass caps, iron pins, lead plugs, rock posts and wooden witness posts, disturbed by the <i>Contractor</i> shall be re-established by Registered British Columbia Land Surveyors, at the <i>Contractor's</i> cost, and the appropriate authorities advised of the revised elevation and coordinates. <i>Contractors</i> are advised that the <i>Contract Administrator</i> will monitor construction to ensure that disturbed monuments are replaced at the <i>Contractor's</i> expense prior to completion of the <i>Contract</i> . |
| 4.0 | Description of Work | .1S | The <i>Work</i> can be divided into the following sites for ease of description: <ul style="list-style-type: none"> 1.0 Bayview Road School PRV 2.0 Mountain Drive Control Valve 3.0 Upper Bayview Road PRV |
| 5.0 | Safety Procedures | .1S | The <i>Contractor</i> shall be responsible for familiarization with all WorkSafe BC requirements. |
| 6.0 | Optional Work | .1S | All items included in the <i>Schedule of Quantities and Prices</i> which shall be stated to be <i>Optional Work</i> shall be used only as directed and at the sole discretion of the <i>Contract Administrator</i> . |
| 7.0 | Dust and Mud Control | .1S | The <i>Contractor</i> shall make every reasonable effort to minimize the creation of dust or mud by his/her operations. Special measures may include, but shall not be limited to, frequent sweeping of existing roads used as haul routes; control of traffic speeds; frequent watering of dirt access and egress routes; watering of the construction areas; re-routing of traffic; and modification of construction procedures; and |

cleaning of off-site haul routes on a regular basis as required by the Municipality. Refer to MMCD Section 31 15 60 - Dust Control for General, Products, and Execution.

Payment for the above items will be considered to be incidental to the work performed and no additional payment will be made to the Contractor.

- | | | | |
|-------------|---|-----|--|
| 8.0 | Safety - Work Near Overhead and Underground Power Lines or Other Utilities | .1S | <p>All <i>works</i> shall be in strict compliance with WorkSafe BC Industrial and Safety Regulations Section 19 when working near or under any overhead power lines.</p> <p>The <i>Contractor</i> must be fully aware of the danger to workers and shall take all necessary safety precautions when working near existing utilities, such as high pressure gas, water and sewer lines, communication lines, and BC Hydro lines.</p> |
| 9.0 | Materials Testing | .1S | <p>Materials and density <i>Quality Assurance</i> (QA) testing will be carried out as directed by the <i>Contract Administrator</i>. Initial QA testing carried out at the <i>Contract Administrator's</i> direction will be paid for by the Municipality. Where initial tests fail and subsequent QA testing is deemed necessary by the <i>Contract Administrator</i>, the cost of the subsequent testing shall be the responsibility of the <i>Contractor</i>.</p> <p>If the <i>Contractor</i> requests QA testing and upon arrival of the Municipality appointed testing agency, the <i>contractor</i> is not ready to conduct testing, any cost associated with the delay of testing i.e. standby or return trips will revert back to the <i>contractor</i>.</p> <p>The <i>Contractor</i> will perform <i>Quality Control</i> inspections at the <i>Contractors</i> discretion to ensure that the requirements of the <i>Contract</i> are being met.</p> |
| 10.0 | Grassed Areas Disturbed to be Hydro-seeded | .1S | <p>All grassed areas disturbed within the rural and urban areas by the construction shall be reinstated with 100mm compacted depth topsoil and hydro-seeded or grass seed, as approved by the Municipality.</p> <p>No additional payment will be made to the <i>Contractor</i> for this <i>work</i>.</p> |
| 11.0 | Curb, Sidewalk and Driveway Restoration | .1S | <p>Existing curbs, sidewalks, pathways, and driveways shall be reconstructed and reinstated to ensure proper drainage and appearance, to match existing finish, and in accordance with the Standard Drawings. All concrete curbs, pavers, pathways, sidewalks and driveways shall be 32 MPa strength concrete. Concrete curb and gutter to be reinstated between control joints. Concrete sidewalk and driveways to be reinstated to nearest panel joint for one complete panel.</p> |

No additional payment will be made to the *Contractor* for this work.

- | | | | |
|-------------|--|-----|--|
| 12.1 | Interfering Services | .1S | The <i>Contractor</i> shall, at his own expense, provide for the uninterrupted flow of all watercourses, sewers, drains, and any other utility encountered during the <i>work</i> . |
| | | .2S | When other utility structures are encountered, the <i>Contractor</i> shall support them to the satisfaction of the <i>Contract Administrator</i> so as to protect them from damage. The <i>Contractor</i> shall, at his own expense, at once repair and make good any damage which may occur to any watermains, service or utility pipes, or facilities, or to any electrical conductor or telephone facility or to any sidewalk, crosswalk as a result of this operation. |
| | | .3S | It is the <i>Contractor's</i> responsibility wherever necessary to determine location of existing pipes, valves, or other underground structures. Wherever it is necessary to explore and excavate to determine the location of the existing underground structures, the <i>Contractor</i> at his own expense shall make explorations and excavations for such purposes. |
| | | .4S | Where gas mains and/or service lines exist in the vicinity of the proposed <i>work</i> , the <i>Contractor</i> shall consult the officers of the gas company prior to commencing operations and arrange for a mutually agreeable procedure for their protection. |
| | | .5S | When existing poles conflict with the proposed <i>works</i> , the <i>Contractor</i> shall consult BC Hydro and Telus prior to commencing operations and advise the <i>Contract Administrator</i> with the <i>works</i> to be undertaken. |
| | | | Costs associated with pole holding / support are incidental to the <i>work</i> . |
| 13.0 | Coordination with Other Contractors | .1S | The <i>Contractor</i> will be responsible for all coordination with all utility providers including but not limited to BC Hydro, Telus, Shaw, Fortis, and BC Transit. The <i>Contractor</i> shall inform any utility/service provider of any planned disruption/adjustment to usual service in writing and receive written agreement of such disruption or adjustment prior to these disruptions or adjustments |
| 14.0 | Environmental Protection and Construction Mitigation Plan | .1S | The <i>Contractor</i> is advised that he/she is responsible for all necessary measures required to prevent the transportation of any silt or other deleterious material from the site into any fish bearing watercourses or their tributaries. All requirements of the Ministry of Environment, Ministry of Forests Lands Natural Resources and Rural Development, Department of Fish and |

Wildlife Branch, and Fisheries & Oceans Canada, with respect to air, earth and water pollution, must be strictly adhered to.

- 15.0 Metric Units of Measurement** .1S All the units of measurement for payment in this *Contract* are metric units as modified by the internationally agreed S.I. Units (System International).
- However, as the construction industry is not entirely converted to S.I. Units, some conversions will need to be made for purpose of month end and Final Progress Estimates.
- The following conversion factors will be used in this *Contract*:
- | | | |
|--------------|---|--------------------|
| 1 ton | = | 0.907 tonnes |
| 1 cubic yard | = | 0.765 cubic metres |
| 1 foot | = | 0.3048 metres |
- 16.0 Disposal Site** .1S The *Contractor* is responsible for the provision of all off-site disposal sites for materials that are to be removed from the construction sites in this *Contract*.
The *Contractor* is responsible for all fees, permits and costs associated with the off-site disposal of materials.
- If materials are disposed of within The Municipality of the Village of Lions Bay, it must be an approved site.
- 17.0 Permits from Outside Agencies** .1S The *Contractor* is responsible to obtain and pay for all permits required from outside agencies.
- 18.0 Temporary Drainage Facilities** .1S All required temporary drainage facilities, measures for control of ground water during construction and restoration of temporary drainage ditches after construction shall be considered as incidental to *work* being performed under this *Contract* and no separate payment will be made for this work.
- 19.0 Notice to Residents** .1S The *Contractor* shall be responsible for preparing and hand delivering a project information sheet under the *Contractor's* letterhead prior to commencement of each segment of the *Works* that affects users of the municipal water system. At a minimum, the information sheet shall contain the following information:
- Project name
 - Brief statement of overall project purpose (i.e. why are these construction works necessary) and system benefits.
 - Brief statement of overall construction procedure (i.e. service interruption, method of temporary supply, system construction and commissioning, transfer of services to new watermain etc.)

- Scheduled date of initial service disruption
- Scheduled duration of service under temporary supply
- Scheduled date of transfer of service to new watermain
- Diagram of current project segment highlighting all users who's service will be affected by those *Works*
- *Contractor's* primary contact for inquiries from public pertaining to *construction schedule* and detailed construction related issues
- Construction Inspector's contact information to field individual concerns and questions that could affect the progress and/or scope of the construction
- The Municipality of the Village of Lions Bay Project Supervisor's contact information.
- Other sources of project information available to the public to be listed (i.e. Village of Lions Bay's website)

The *Contractor* shall provide a draft of the information sheet to The Municipality of the Village of Lions Bay for review and comment not less than one week (5 *Days*) before the scheduled delivery date of the notices, and the *Contractor* shall receive approval of the final information sheet from The Municipality of the Village of Lions Bay before distribution.

Information sheets shall be delivered not less than two weeks (10 *Days*) and not more than three weeks (15 *Days*) prior to construction of each segment

The *Contractor* shall also notify users directly affected by the *Work* 72 hours in advance of the actual scheduled service disruption. This second notice shall be a re-distribution of the information sheet discussed above with dates and times updated accordingly.

Cost of notifying residents of ensuring construction and delivery of letters is incidental to the *Contract*.

20.0	Weight Restriction	.1S	None.
21.0	Foreign Utility Adjustments	.1S	The <i>Contractor</i> will be responsible for adjusting all foreign utilities, unless noted otherwise on the <i>Contract Drawings</i> . All adjustments to foreign utilities must be completed to the satisfaction of the <i>Utility Owner</i> . The <i>Contractor</i> should note that certain <i>Utility Owners</i> may decide, after tender closing, to complete their own adjustments if personnel are available. If the <i>Utility Owner</i> decides to complete their own adjustments, the <i>Contractor</i> will not be compensated for these utility adjustments.
22.0	Material Supply	.1S	The Municipality will not supply materials for this <i>Contract</i> .
23.0	Geotechnical	.1S	No test hole logs are available for this project.

Information

- | | | | |
|-------------|--|-----|--|
| 24.0 | Site Offices | .1S | <p><i>(Amend clause 1.3.1 as follows):</i></p> <p>A <i>Contract Administrator's</i> temporary office will not be required for this project.</p> |
| 25.0 | Temporary Project Signage | .1S | <p><i>(Amend clause 1.2.1 as follows):</i></p> <p>Construction project signs will be required for this project at a minimum at either end of each site.</p> <p>No additional payment will be made to the <i>contractor</i> to supply, maintain, erect and remove these signs.</p> |
| 26.0 | Asphalt Supply | .1S | <p>Asphalt supplied for this project must be produced at a facility/plant located a minimum of three (3) kilometers from any existing residential developments within The Municipality of the Village of Lions Bay.</p> |
| 27.0 | Construction Sequencing and Tie In Procedures | .1S | <p>The <i>Contractor</i> is to prepare a construction sequencing and tie in procedures document for each section of watermain that is to conform to the requirements laid out in these Supplementary Contract Specifications Section 33 11 01S, Paragraph 3.23.2S</p> |

END OF SECTION

1.2 Temporary Erosion and Sediment Controls

.1S (Delete clause 1.2.1 and replace with):

Drainage, Erosion and Sediment Control

Contractor shall properly and safely drain all portions of the site. Protect the site and the watercourses to which it drains, directly or indirectly, against erosion and siltation in accordance with the Sediment Control Plan approved by the *Owner* during construction and until the *maintenance period* is completed. Ensure no silt, gravel, debris or other deleterious substance resulting from construction activity discharges into existing drainage systems or watercourses or onto highways or adjacent property. The *Contractor* is responsible for all damage that may be caused by water backing up or flowing over, through, from or along any part of the *work* or otherwise resulting from his operations.

Contractor must keep existing culverts, drains, ditches and watercourses affected by the *work* clear of excavated material at all times. When it is necessary to remove or alter an existing drainage structure, the *contractor* must provide suitable alternative measures for handling the drainage. Adequately support culverts and drainpipes across trenches to prevent displacement and interference with the proper flow of water due to trench excavations and resulting settlements.

Sweep streets, and clean catch basins, manhole sumps, detention tanks, and maintain siltation controls must be performed by the *Contractor* as often as the *Contract Administrator* deems necessary.

All construction activities performed by the *Contractor* must follow all Federal and Provincial regulations and guidelines respecting protection of fish, fish habitat, and watercourses.

The *Contract Administrator* is responsible for monitoring ongoing compliance with this section.

1.4 Environmental Protection

.3.5S (Add clause 1.4.3.5S as follows):

Contractor must immediately contain and clean up any leaks and spills of prohibited and/or hazardous materials at the *Place of Work*.

.3.6S (Add clause 1.4.3.6S as follows):

Contractor shall ensure that a well-stocked spill kit is on-site at all times and that the *Contractor's* employees are familiar with appropriate spill response techniques.

.3.7S (Add clause 1.4.3.7S as follows):

The *Contractor* must immediately notify the *Contract Administrator* and the *Owner* of any leaks or spills of prohibited and/or hazardous materials that occur at the *Place of Work*.

.3.8S (Add clause 1.4.3.8S as follows):

The *Contractor* must ensure that any fuel stored on-site is located at least 15 metres from the nearest stream, and is placed within a bermed and lined area, in order to prevent leaks or spills into the environment.

.3.9S (Add clause 1.4.3.9S as follows):

The *Contractor* must ensure that no equipment fueling or servicing is conducted within 15 metres of a stream or watercourse.

**1.9S Archaeological /
Historical Resources**

.1S (Add clause 1.9.1S as follows):

The *Contractor* must immediately cease work and inform the *Contract Administrator* and the *Owner*, if any archaeological or historical resources are encountered during construction. The *Contractor* shall leave these resources in-place and must not disturb them in any way.

END OF SECTION

**1.4 Measurement and
Payment****.6S (Add clause 1.4.6S as follows):**

Payment for concrete block retaining walls includes all works and incidentals, excavation, subgrade preparation, footing, grading, compaction, and the supply and installation of drain rock, manufactured gravel backfill, perforated pipe, filter cloth, concrete wall cap, and gravel and concrete infill all as illustrated on the *Contract Drawings*. Measurement will be taken as a Lump Sum for the complete installation of these *works* and is subject to the *Contract Administrators* approval.

END OF SECTION

2.1 Materials

.7S ***(Add clause 2.1.7S as follows):***

Resin and Water: to *Contract Administrator's* approval.

.8S ***(Add clause 2.1.8S as follows):***

All Dust Control materials to be environmentally friendly.

END OF SECTION

1.10 Measurement of
Payment.9S **(Add clause 1.10.9S as follows):**

Payment for over-excavation including backfilling with 19mm base gravel and compaction to minimum 95% modified proctor density will only be made for over excavation authorized by the *Contract Administrator*. Payment will be based on volume (Length x Depth x Max Width) as per typical trench detail shown on the *Contract Drawings* and is classified as *optional work* to the *Contract*.

.10S **(Add clause 1.10.10S as follows):**

Payment for removal and disposal of disused pipes, valves, cast iron fittings, and appurtenances encountered during trench excavation to an approved off-site disposal location will be in addition to trenchwork with no deduction of payment from such trenchwork. No payment will be made under this item for removal and disposal carried out as part of the operation for removal and disposal of excavated materials from trenchwork.

Measurement will be taken as a Lump Sum for the complete removal and disposal of these *works* and is subject to the *Contract Administrators* approval.

.11S **(Add clause 1.10.11S as follows):**

Payment for the removal and disposal to an approved off-site location for existing asphalt swale, regardless of thickness, including the reinstatement of asphalt swale as illustrated on the *Contract Drawings* will be made as Lump Sum. Asphalt swale reinstatement includes the removal and disposal of excess material, subgrade preparation, compaction, grading (as specified), supply and installation of 100mm compacted thickness of 19mm minus crush gravel road base, and 50mm compacted thickness of asphalt to 98% Marshall Density.

3.6 Surface Restoration

.6.2S **(Delete clause 3.6.6.2 and replace with):**

The Contractor is to maintain a smooth granular running surface free of rutting, potholes or other irregularities maintained throughout the duration of the *work* and as directed by the *Contract Administrator*.

END OF SECTION

**1.6 Measurement and
Payment**

.3S

(Delete clause 1.6.3 and replace with):

Payment for rock removal by blasting, rock hammering or other method of rock removal includes the necessary drilling, vibration monitoring and control to limits specified on the *Contract Drawings* and all activities affected by the *works* associated with rock removal efforts, and all warning and protection measures required to ensure safe blasting shall be performed by the *Contractor*. Payment will be made per measured cubic meter based on the unit price.

Measurement for volume removed from solid rock masses will be calculated from cross-sections of original rock surface and design subgrade lines for excavation. Where design subgrade lines are less than 300 mm below original rock surface, actual volumes removed will be measured up to a maximum of 300 mm below original rock surface.

END OF SECTION

**1.8 Measurement and
Payment**

.5S (Delete clause 1.8.5 and replace with):

Measurement for common excavation includes removal and off-site disposal of existing pavements, curbs and gutters, sidewalks, utility strips, driveways, pipes and conduits, organic materials and all other items which are removed as part of the operation for common excavation.

Onsite reuse as directed by the *Contract Administrator* or shown on the *Contract Drawings* includes grading and compaction of the reused materials.

Payment will be made on a Lump Sum basis.

.7S

END OF SECTION

**1.4 Measurement and
Payment**

.1S

(Delete clause 1.4.1 and replace with):

Measurement for machine or hand placed uniform and/or graded riprap including subgrade preparation, compaction, and grading will be for actual horizontal plan area placed and will be based on and verified by topographic survey for 350mm nominal thickness of 10kg Class riprap.

END OF SECTION

**1.5 Measurement and
Payment**

.1S *(Delete clause 1.5.1 and replace with):*

Payment for asphaltic concrete paving includes all construction joint preparation, supply and placing of the asphaltic concrete, compaction, adjusting and cleaning frames, covers and lids of all castings affected and taped temporary pavement markings.

Measurement for asphaltic concrete paving for the specified design mixes and thickness for lower and upper courses will be for asphalt concrete actually incorporated into the work based on final surface area.

END OF SECTION

**1.5 Measurement and
Payment**

.5S

(Add clause 1.5.5S as follows):

Payment for each removable steel bollard includes all materials, work and applicable incidentals as shown on the *Contract Drawings* and Standard Detail Drawing C12.

END OF SECTION

**1.4 Measurement and
Payment**

.4S

(Add clause 1.4.4S as follows):

Measurement for the supply and installation of 100mm compacted thickness of import organic topsoil includes the supply of materials, subgrade preparations, on-site handling, placement and spreading, application of fertilizers (as necessary), finished grading, and maintenance through the duration of the *Maintenance Period*.

Payment for import growing medium will be by actual area provided as per the *Contract Drawings*.

END OF SECTION

1.8 Measurement and
Payment**.2S Delete 1.8.2 and replace with:**

“Payment for watermain and service connection to include saw cutting pavement, trench excavation, disposal of surplus excavated material, dewatering, bedding, supply and installation of all pipe, bolts, gaskets and tie rods, backfill, supply and installation of joint restraints including all required hardware as shown on the Drawings, supply and installation of wrapping of joints as shown on the drawings, cleaning, pressure and leakage testing, all surface restoration as specified under Section 31.23.01 – Excavating, Trenching and Backfilling – 3.6, except permanent pavement restoration and including sod and seeding of grassed areas and all other work and materials necessary to complete the installation as shown on the Drawings and specified under this Section.

Measurement for watermain will be made along centerline of main through valves and fittings, with no deduction for length of valves or fittings, over surface after work has been completed. Measurement for service connections will be for each complete service installed, with no regard to length of service pipe installed.”

.3S (Delete clause 1.8.3 and replace with):

Payment for inline gate valves or butterfly valves including valve boxes; and for crosses, tees, bends, reducers, blind flanges and caps will be made for items identified on the Contract Drawings and include thrust blocks as required and installed as part of watermain as described under 1.8.2 of this Section.

Measurement will be for respective item installed without deduction length of valves and fittings from length of pipe measurement for payment under 1.8.1 & 1.8.2 of this section.

.13S (Delete clause 1.8.13 and replace with):

Payment for tie-in(s) to existing mains will be made on a lump sum basis where all pipework is to be undertaken by the *Contractor* shall include, but not limited to, supply and installation of all pipe spools, couplers, caps, test points, excavations to expose existing mains and/or service points, thrust blocks, restraints, rods and any other fittings as shown on the *Contract Drawings* and all work associated with successfully completing the required tie-in. Tie-in(s) must also include all other works associated with completing and commissioning a connection to the existing Municipal water system.

.15S **(Add clause 1.8.15S as follows):**

Payment for abandoning existing watermains where all work is undertaken by the *Contractor* will be made on a lump sum basis and includes the removal and delivery of valves and cast iron fittings to the Municipality as directed by the *Contract Administrator* complete with concrete plugs and caps as shown on the *Contract Drawings*. Any or all materials not accepted by the Municipality shall be disposed of to an approved off-site location and will be considered incidental to this *work*.

.16S **(Add clause 1.8.16S as follows):**

Payment for the proposed above-ground PRV or Control Valve Station Kiosk and all internal and external mechanical piping will be made on a lump sum basis where all *works* is to be undertaken by the *Contractor* including, but not limited by, the supply, installation and commissioning of all materials, fittings, appurtenances, and equipment as shown on the *Contract Drawings*.

Payment will also include the manufactured kiosk (or an approved equivalent), floor drain, sodium thiosulphate cages, and pipes from the proposed PRV station to the nearest storm manhole or catch basin or drainage course as per the *Contract Drawings*.

In addition, payment will include start up, testing, flushing and disinfection and shall be considered incidental to this work.

The limits for the proposed PRV station works commences at the proposed connection between steel and PVC water mains and includes the vertical bends complete with thrust blocking, restraints, all steel spools, mechanical equipment, drains including piping, bends, connection to existing and all related appurtenances as shown on the *Contract Drawings*.

.17S **(Add clause 1.8.17S as follows):**

Payment for all *works* associated to electrical, but not including SCADA programming, for the supply, installation, wiring, and connections as described on the *Contract Drawings* will be made as lump sum for each location (Upper Bayview Road, Mountain Drive, and Bayview Road School) as noted on the Form of Tender. Payment will be made upon successful commissioning of the respective PRV or Control Valve kiosk structures.

Works shall also include all necessary permitting and

coordination with BC Hydro.

.18S **(Add clause 1.8.18S as follows):**

Payment for all *works* associated to SCADA programming, and connections as described on the *Contract Drawings* will be made as lump sum for each location (Upper Bayview Road, Mountain Drive, and Bayview Road School) as noted on the Form of Tender. Payment will be made upon successful SCADA commissioning of the respective PRV or Control Valve kiosk structures.

Payment will be as per the unit rate identified in the form of tender and work shall be completed by the Village approved Contractor, *Works* shall also include all necessary coordination with the Municipality.

3.17 **General Procedure
Flushing, Testing and
Disinfection**

.2S **(Delete clause 3.17.2 and replace with):**

Perform all tests in the presence of *Contract Administrator* and Municipal representative. *Contractor* must notify *Contract Administrator* a minimum 24 hours (1 Day) in advance of proposed test.

.7S **(Add clause 3.17.7S as follows):**

The *Contractor* must submit a written testing and flushing procedure for approval by the Municipality and *Contract Administrator* prior to scheduling the *work*. The *Contractor* shall submit the written procedure a minimum of two weeks (10 Days) in advance of performing pressure leakage and chlorination testing. At a minimum the testing procedure must include, as a minimum, the following:

- Water source locations;
- Water discharge points;
- Expected testing dates for pressure testing; initial chlorination; chlorine residual testing; flushing; and collection of water samples for laboratory testing;
- Segments of watermain to be tested;
- Chlorination method;
- Chlorine level determination method (i.e. pool tester, strips etc.); and
- Testing laboratory to be used for bacterial testing.

The preparation and submission of this written procedure is considered incidental to testing performed and no additional payment will be made to the *Contractor* for this work.

3.23 **Connections to
Existing Mains**

.1S **(Delete clause 3.23.1 and replace with):**

Watermain tie-ins must only be completed after successful hydrostatic testing, disinfecting per AWWA C651, flushing, sampling, and confirmation from the *Contract Administrator* of approval to proceed with tie-in. All materials except those identified in the *Schedule of Quantities and Prices* are to be included in the lump sum pay item. Tie-ins must be witnessed by the Municipality, or the Contract Administrator or their designate.

.2S (Add clause 3.23.2S as follows):

The *Contractor* is required to submit a written detailed construction tie-in plan, and submit it to the *Contract Administrator* for review a minimum of two weeks (10 Days) prior to any anticipated construction works affecting any users of the municipal water system for approval. At a minimum the written construction tie-in procedure plan must include the following:

- Expected tie in dates;
- Explanation and diagrammatic illustration of specific watermains to be shut down and specifically identify valves to be exercised;
- Expected duration of shut down;
- Breakdown of all tasks in order to perform the work;
- List of materials to perform the installation;
- Timeline showing each task and expected start/completion time;
- Number of crew and equipment working on the tie in and which crew member and piece of equipment is assigned to each task;
- “point of no return” tie-in abandonment time at which point the tie in works will be abandoned and the contingency plan will begin;
- Specific contingency plan to provide water to shut down areas should the initial tie-in not be completed by the point of no return time; and
- Sketch including staging areas and traffic management through the various phases of the tie-in.

No tie-in shall take place until the *Contract Administrator* and Municipal representative approve the tie-in plans. Hand sketches may only be accepted if they are clearly legible, to scale and reproducible.

.3S (Add clause 3.23.3S as follows):

Contractor shall be responsible for any costs for the *Owner* to flush and purge all air from the existing mains and service(s) in the area affected by any scheduled, temporary service interruption.

END OF SECTION

Supplementary General Conditions

**UNIT
PRICE
CONTRACT**

**Supplementary General Conditions
MMCD VOLUME II (2009 PLATINUM EDITION)**

**SGC – PAGE 1 of 7
2020**

Owner: The Village of Lions Bay
(NAME OF OWNER)

Contract: Lions Bay PRV and Control Valve Improvements
(TITLE OF CONTRACT)

Reference No. 32610
(OWNER'S CONTRACT REFERENCE NO.)

General Conditions	Paragraph	Title	Action
3.2	.2S	Authority	Delete GC3.2.2 and replace with: Nothing contained in the <i>Contract Documents</i> shall create any contractual relationship or other relationship recognized by law between the <i>Contract Administrator</i> and the <i>Contractor</i> , subcontractors, suppliers, or their agents, employees or other persons performing any of the <i>Work</i> .
3.3	.5S	Contract Administration	Delete GC3.3.5 and replace with: The <i>Owner</i> shall provide the <i>Contractor</i> with three (3) survey control points at the <i>Place of the Work</i> , and relative coordinates of the major portions of the <i>Work</i> . The <i>Contract Administrator</i> may conduct survey checks of the <i>Work</i> at his/her discretion. The <i>Contractor</i> shall provide a survey assistant, at the <i>Contract Administrators</i> request, for such survey checks. The <i>Contractor</i> shall protect and preserve such survey control points for so long as they are required for the <i>Work</i> and if any of them must be replaced because they are disturbed or destroyed by the <i>Contractor</i> , then the <i>Contractor</i> shall pay the costs of such replacement.
4.3	.1S	Protection of Work, Property and the Public	Amend GC4.3.1 as follows: Within the terms of this clause, the <i>Contractor</i> is responsible for the protection of existing power and communication utility poles during the term of the <i>Contract</i> .
	.4S		Add GC4.3.4(4)S as follows: Before commencing any <i>Work</i> at the <i>Place of the Work</i> , the <i>Contractor</i> shall be responsible to locate in three dimensions all underground utilities and structures indicated on the <i>Contract Drawings</i> as being at the <i>Place of the Work</i> . The <i>Contractor</i> shall also be responsible to consult with all utility corporations that provide electricity, communication, gas or other utility services in the area of the <i>Place of the Work</i> , to locate in three dimensions all underground utilities for which they have records. The <i>Contractor</i> shall also locate in three dimensions any other utilities or underground structures that are reasonably apparent in an inspection of the <i>Place of the Work</i> . The <i>Contractor</i> shall contact BC One Call at least 48 hours prior to excavating to advise of the <i>Work</i> .

UNIT
PRICE
CONTRACT

Supplementary General Conditions
MMCD VOLUME II (2009 PLATINUM EDITION)

SGC – PAGE 2 of 7
2020

4.5	.1S	Errors, Inconsistencies or Omissions in the <i>Contract Documents</i>	Amend GC4.5.1 as follows: (i) by deleting “or omission” wherever it appears and substituting “omission or any incorrect, inaccurate or misrepresented fact”; and (ii) by deleting “or omissions” wherever it appears and substituting “omissions or incorrect, inaccurate or misrepresented facts”.
	.4S		Add GC4.5.4S as follows: If <i>Additional Instructions</i> are required to address any error, inconsistency, omission or incorrect, inaccurate or misrepresented facts, the <i>Contractor's</i> inefficiencies or mismanagement, if any, shall not be taken into account when determining any impact of those <i>Additional Instructions</i> on the <i>Contract Price</i> or the <i>Contract Time</i> .
4.6	.2S	Construction Schedule	Amend GC4.6.2 as follows: (i) by deleting “monthly” and substituting “monthly or within a shorter time period specified in the <i>Contract Documents</i> ”.
4.12	.5S	Tests and Inspections	Amend GC4.12.2.5 as follows: (i) by deleting “timely notice” and substituting “not less than two <i>Days</i> ” for sub-paragraphs (1) and (2).
6.2	.2S	Coordination and Connection	Add GC6.2.2S as follows: The <i>Owner</i> or <i>Contract Administrator</i> will not be liable for claims for delay caused by applicable third parties, including, but not limited to BC Hydro, Telus, Fortis BC, Shaw Cable, BC Transit, or municipal forces for work required to be undertaken on this <i>Contract</i> .
7.4	.2S	Optional Work	Add GC7.4.2S as follows: All items included in the <i>Schedule of Quantities and Prices</i> which are stated to be <i>Optional Work</i> shall be used only as directed and at the sole discretion of the <i>Contract Administrator</i> .
	.3S		Add GC7.4.3S as follows: No claim for lost profit shall be made by the <i>Contractor</i> for the deletion of any or all of these <i>Optional items</i> .
9.2	.4S	Valuation Method	Amend GC9.2.4 as follows: (i) by deleting “unless at the time of the agreement the <i>Contractor</i> expressly reserved in writing the right to claim for additional payment or <i>Contract Time</i> adjustment.”

UNIT
PRICE
CONTRACT

Supplementary General Conditions
MMCD VOLUME II (2009 PLATINUM EDITION)

SGC – PAGE 3 of 7
2020

11.1	.1S	Definition	Amend GC11.1.1(3) as follows: (i) by deleting sub-paragraph (3) and substituting with “(3) differs materially and substantially from: <ul style="list-style-type: none"> the conditions of the <i>Place of the Work</i> that would have been evident to or reasonably foreseeable by a <i>Contractor</i> who was qualified to undertake the <i>Work</i>, and any information in the Tender Documents or otherwise made available by the <i>Owner</i> with respect to any conditions of the <i>Place of the Work</i> that would not have been evident to or reasonably foreseeable by a <i>Contractor</i> who was qualified to undertake the <i>Work</i>”.
13.1	.1S	Delay by Owner or Contract Administrator	Add GC13.1.1(3)S as follows: The <i>Owner</i> or <i>Contract Administrator</i> will not be liable for claims for delay caused by applicable third parties, including, but not limited to BC Hydro, Telus, Fortis BC, Shaw Cable, BC Transit, or municipal forces for work required to be undertaken on this <i>Contract</i> .
13.9	.1S	Liquidated Damages for Late Completion	Amend GC13.9.1(1) as follows: (i) by deleting “\$500.00 per day” and substituting “\$1,500.00 per day”.
15.3	.1S	Termination	Delete GC15.3.1(1) and replace with: (1) be entitled to: <ul style="list-style-type: none"> take possession of the <i>Place of the Work</i> and the materials to be incorporated into the <i>Work</i> wherever they are located including materials ordered for the <i>Work</i> but not yet delivered; utilize the construction machinery and equipment, subject to the right of third parties, and; complete the <i>Work</i> by whatever method the <i>Owner</i> may consider expedient.
17.5	.2S	Referee	Delete GC17.5.2(2) and replace with: (2) if the parties have not agreed upon a <i>Referee</i> within 15 <i>Days</i> after the delivery of the <i>Dispute Notice</i> , then either party may make a written request to the Master Municipal Document Association to appoint the <i>Referee</i> within 10 <i>Days</i> of the written request. If after consultation with the parties, the MMCD Association is unable to appoint a <i>Referee</i> who is acceptable to both parties, the Association shall appoint as the <i>Referee</i> an individual who is qualified to act in that capacity under the <i>Contract</i> and who is independent and impartial.

UNIT
PRICE
CONTRACT

Supplementary General Conditions
MMCD VOLUME II (2009 PLATINUM EDITION)

SGC – PAGE 4 of 7
2020

	.3S		Delete GC17.5.3 and replace with: If a <i>Referee</i> is selected for appointment as provided by this <i>GC</i> then the parties shall enter into an agreement with the <i>Referee</i> by signing a letter in the form as set out in Schedule 17.5.3 to these <i>GC</i> 's. If one party and the <i>Referee</i> sign the agreement and, after presentation, the other party fails or refuses to sign the agreement, the defaulting party shall be deemed to be a party to that agreement.
	.8S		Amend GC17.5.8 as follows: by adding after "The Referee" the following: "shall make decisions in a fair and impartial manner, and".
	.11S		Amend GC17.5.11 as follows: <ul style="list-style-type: none"> • by renumbering it "GC17.5.11.1" and by adding the following at the end of the paragraph "unless the parties agree otherwise." and • b) by adding the following: "GC17.5.11.2 despite clause GC17.5.1 1.1, on written application of a party, the Master Municipal Construction Documents Association may revoke the appointment of the <i>Referee</i> if the MMCD Association is satisfied that the <i>Referee</i> is biased, unqualified to discharge the <i>Referee</i>'s duties, or has failed to diligently and conscientiously perform the <i>Referee</i>'s duties. A replacement <i>Referee</i> shall be selected for appointment as provided by this <i>GC</i>."
	.13S		Amend GC17.5.13 as follows: by deleting "by either party, or both parties," and substituting "by both parties but not by one party."
18.2	.1S	Supporting Documentation	Amend GC18.2.1 as follows: by adding "The <i>Contractor</i> shall not work on the <i>Site</i> or deliver materials for which delivery slips submitted to the <i>Owner</i> are the basis of payment unless the <i>Site Inspector</i> is present. However, if the <i>Contract Administrator</i> deems these requirements inappropriate then this requirement may be waived."
18.9	.1S	Waiver of Claims	Amend GC18.9.1 as follows: by deleting the last sentence and substituting the following: "This waiver of claims shall include without limitation those claims that might arise from: <ol style="list-style-type: none"> 1) the negligence or breach of <i>contract</i> by the <i>Owner</i>, its employees, agents or officials, or 2) the negligence or wrongful acts of the <i>Owner</i>'s consultants or the <i>Contract Administrator</i> but does not include claims made

UNIT
PRICE
CONTRACT

Supplementary General Conditions
MMCD VOLUME II (2009 PLATINUM EDITION)

SGC – PAGE 5 of 7
2020

			by <i>the Contractor</i> in writing prior to such application in accordance with the provisions of the <i>Contract Documents</i> and delivered to the <i>Contract Administrator</i> prior to the date of <i>Substantial Performance</i> and still unsettled.
	.2S		Amend GC18.9.2 as follows: by deleting the last sentence and substituting the following: “This waiver of claims shall include without limitation those claims that might arise from: 1) the negligence or breach of <i>Contract</i> by the <i>Owner</i> , its employees, agents’, or officials, or 2) the negligence or wrongful acts of the <i>Owner’s</i> consultants or <i>Contract Administrator</i> , but does not include claims made by the <i>Contractor</i> in writing prior to such application in accordance with the provisions of the <i>Contract Documents</i> and delivered to the <i>Contract Administrator</i> and still unsettled.
20.4	.2S	Environmental Laws	Add GC20.4.2S as follows: The <i>Contractor</i> shall indemnify the <i>Owner</i> for any costs, fines, expenses and penalties that the <i>Owner</i> is required to pay on account of the <i>Contractor</i> performing the <i>Work</i> in breach of any applicable Federal or Provincial or municipal environmental laws, regulations, or orders.
21.2	.1	Contractor is “Prime Contractor”	Delete GC21.2.1 and replace with the following: As part of the <i>Work</i> the <i>Contractor</i> shall be the “Prime Contractor” as defined in the <i>Workers Compensation Act</i> and shall, to the extent reasonably possible, perform on behalf of the <i>Owner</i> the obligations which the <i>Owner</i> must undertake as “Prime Contractor” by virtue of the <i>Workers’ Compensation Act</i> and Regulations, or other statutes. The <i>Contractor</i> shall have a safety program acceptable to WorkSafe BC and shall ensure that all WorkSafe BC safety rules and regulations are observed during performance of this <i>Contract</i> , not only by the <i>Contractor</i> but by all sub-contractors, workers, material personnel and others engaged in the performance of this <i>Contract</i> . The <i>Contractor</i> shall indemnify the Municipality and hold harmless the Municipality from all manner of claims, demand, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafe BC assessments owing from any person or corporation engaged in the performance of

UNIT
PRICE
CONTRACT

Supplementary General Conditions
MMCD VOLUME II (2009 PLATINUM EDITION)

SGC – PAGE 6 of 7
2020

			<p>this <i>Contract</i>, or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafe BC, including penalties levied by the WorkSafe BC.</p>
24.1	.1S	Required Insurance	<p>Add GC24.1.1(4)S as follows:</p> <p>In addition to the MMCD insurance requirements, the <i>Contractor</i> shall also comply with the following requirements of the Municipality, which will take precedence:</p> <p>The <i>Contractor</i> shall insure and keep insured while this <i>Contract</i> is in force, with such companies and on such forms as are acceptable to the Municipality, at the <i>Contractor's</i> expense, Comprehensive General Liability Insurance covering premises and operations liability; <i>Contractor's</i> Contingency Liability with respect to the operations of Subcontractor's Completed Operations Liability, Contractual Liability and Non-Owned Automobile Liability Insurance.</p> <p>The limits of liability for Personal Injury and Property Damage combined shall be for not less than \$5,000,000 each occurrence.</p> <p>The Municipality and the <i>Contract Administrator</i> shall be added as additional named insured under the Comprehensive General Liability.</p> <p>A Cross Liability Clause shall be made part of the Comprehensive General Liability Insurance.</p> <p>All policies shall provide that they cannot be cancelled, lapsed, or materially changed without at least thirty (30) days' notice to the Municipality by Registered Mail.</p> <p>Prior to the commencement of any work hereunder, the <i>Contractor</i> shall file with the Municipality a certificate of insurance for each policy required.</p> <p>All such insurance shall be maintained until final completion of the <i>Work</i>, including the making good of faulty work or materials, except that coverage for completed operations liability shall in any event be maintained for twelve (12) months from date of <i>Total Performance</i>.</p> <p>Should the <i>Contractor</i> neglect to obtain and/or maintain insurance as aforesaid, or deliver such policy or policies to the Municipality, then it shall be lawful for the Municipality to obtain and/or maintain such insurance and the <i>Contractor</i> hereby appoints the Municipality his true and lawful attorney to do all things necessary for this purpose. All monies expended by the Municipality for insurance premiums under the provisions of this clause shall be charged to the <i>Contractor</i>.</p>

UNIT
PRICE
CONTRACT

Supplementary General Conditions
MMCD VOLUME II (2009 PLATINUM EDITION)

SGC – PAGE 7 of 7
2020

25.1	.2S	Correction of Defects	Amend clause GC25.1.2 as follows: Where in the opinion of the <i>Owner</i> , delay would cause serious loss or damage, repairs may be made without notice being sent to the <i>Contractor</i> and all expenses incurred will be charged to the <i>Contractor</i> .
	.3S		Delete GC25.1.3 and replace with: The <i>Owner</i> shall provide the <i>Contractor</i> with access, at all reasonable times, to the location of any defect or deficiency described in this <i>GC</i> to enable the <i>Contractor</i> to correct the defect or deficiency but the <i>Contractor</i> shall be responsible for: 1) exposure of the defect or deficiency in order to correct or repair the defect/deficiency, 2) the restoration of the <i>Work</i> or other property that is disturbed or damaged in the course of (i) exposing the defect or deficiency, or (ii) correcting or repairing the defect or deficiency, and 3) all risks associated with any activity described in paragraphs (1) and (2).
26.1	.1S	Partial Use	Amend GC26.1.1 as follows: by deleting “on written approval of the <i>Contract Administrator</i> ” and substituting “with prior written notice to the <i>Contract Administrator</i> ”.

#503, 4190 Lougheed Hwy., Burnaby, BC V5C 6A8 T: 604.629.2696 F: 604.629.2698

August 25, 2020

Our Reference: 32647

Village of Lions Bay

PO Box 141
400 Centre Road, Lions Bay
BC, V0N 2E0

Attention: Naizam Jaffer, Public Works Manager

Dear Sir:

Reference: Lions Bay Control Valve Improvements– Tender Review and Recommendation of Award

The tender for the above-noted contract closed on Friday, August 21, 2020 at 2:00 p.m. at the Lions Bay Village Hall. Five (5) completed tenders were received and reviewed by ISL for accuracy (detailed tender review summary attached). The tender values appear as below:

Contractor	Bid Security	Consent of Surety	Addendums	MMCD Compliance	Bid Tender Price
Industra Construction Corp.	Yes	Yes	Yes	Yes	\$735,687.52
North Construction Ltd.	Yes	Yes	Yes	Yes	\$755,802.00
Webbco Industrial Ltd.	Yes	Yes	Yes*	No	\$782,800.00
Coastal Mountain Excavations Ltd.	Yes	Yes	Yes	Yes	\$863,251.00
Complete Utility Contractors	Yes	Yes	Yes	Yes	\$930,762.50

**Webbco Industrial Ltd. Tender Acknowledged the receipt of the Addendums however failed to replace Form of Tender Appendix 1 Pg. 6 & 9 with Addendum 2 Attachments 2 & 3.*

The tenders and their values have been checked for compliancy. One minor arithmetic discrepancy was found in Industra Construction Corp. tender; this error did not affect the ranking or eligibility. The corrected value has been shown in the attached summary.

The Tender submitted by Webbco Industrial Ltd. was found to have not used the Form of Tender as issued in Addendum #2. In this case the omission by Webbco Industrial Ltd. would not affect the ranking of the tenderers however, the omission makes it difficult to compare against other Tenders and as per MMCD Instructions to Tenderers – Part II 6.1 the Tender may be rejected.



Based on the above, ISL recommends awarding the contract to the low bidder, which in this case is Industra Construction Corp. for the amount of \$735,687.52 excluding GST.

Should you have any concerns or require additional clarification in this regard, please call.

Sincerely,

A handwritten signature in black ink, appearing to read 'Andrew Baird', is written over a light blue horizontal line.

Andrew Baird, P.Eng.
Project Engineer
ISL Engineering and Land Services Ltd.
Attachment

1. Detailed Tender Review Summary



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	Information Report		
Title	Community Centre Complex Septic System Failure and Replacement		
Author	Naizam Jaffer	Reviewed By:	Peter DeJong
Date	August 25, 2020	Version	1.0
Issued for	September 3, 2020 Special Meeting of Council		

Recommendation:

THAT the Information Report, Community Centre Complex Septic System Failure and Replacement, be received.

Attachments:

- (1) Septic field soil and type 3 conversion email.

Key Information:

In early July of last year, Canadian Septic, our maintenance contractor for the septic system servicing the Dale Klatt Emergency Building, Broughton Hall, and the Village Offices (Community Centre Complex), discovered that the septic field located behind the Klatt Building had failed. The Type 2 septic system using Eljen membrane pipes was blocked and effluent was not effectively escaping through the system. Upon excavation of the system it was determined that adequate field vent pipes were not installed and the surrounding material, which was construction backfill, did not drain correctly resulting in a reduced discharge capacity. This ultimately resulted in clogging of the membranes within the pipes.

Staff submitted a \$45,000 Supplemental Request during the 2020 budget process for the replacement of the septic system – this request was approved, and staff reached out to Cleartech to design a system for the Community Centre Complex including as much of the original design components as possible. The price for this design was \$2,500.00 plus a \$200.00 registration fee through Vancouver Coastal Health for their review of the system.



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

A Request for Quotation was prepared and sent to the following four contractors:

1. Blackwater Projects
2. PH Contractors
3. Canadian Septic, and
4. GE Koba

Each company was provided with the same information and each required the installation be certified by a Registered Onsite Wastewater Practitioner (ROWP). Of the four companies, two declined to bid due to an overwhelming backlog of work and two submitted quotes:

<i>Firm</i>	<i>Quote</i>
<i>Canadian Septic</i>	\$ 37,950.00
<i>Koba</i>	\$ 37,523.00

The Canadian Septic quote included ROWP certification and pumping out of the existing field whereas the Koba quote specified an additional charge of \$750 for the pumping out, effectively making their quote \$38,273 and they did not respond to staff queries regarding ROWP certification. Both companies required a two-week lead time to allow for new components of the system to be manufactured.

On August 4, 2020, the septic system alarm at the back of the Klatt building began sounding and upon inspection the field was found to be leaking untreated effluent directly down the pathway leading to Marjorie Meadows and the Harvey Creek channel. Due to the emergent circumstances, on August 6, 2020 the CAO made the decision to award the replacement contract to Canadian Septic in order to begin the construction of the new system's components. A pumper truck was called out to empty the entire septic system to allow for capacity whilst the new system was being constructed.

Canadian Septic began installation of the new septic system on August 18, 2020. During the excavation of the bed, it was determined that soils encountered were not suitable and the system would need to be converted to a Type 3 system with UV disinfection. The upgrade required a UV Lamp system, additional electrical upgrade, and additional septic sand installation at an additional cost of \$7,336.00, bringing the total budget expenditures to:



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

<i>Item</i>	<i>Cost</i>
<i>Clartech Septic System Design</i>	\$2,500.00
<i>VCH Septic System Permit</i>	\$200.00
<i>Canadian Septic Type 2 Quote</i>	\$37,950.00
<i>Canadian Septic Upgrade to Type 3</i>	\$7,336.00
<i>Total</i>	\$47,986.00

The final costs exceed the 2020 budgeted amount by \$2,986.00. The additional funds will be drawn from surplus.

Follow Up Action and Communication:

Staff to review and implement revised maintenance procedures for this new system.

From: [Craig Regier](#)
To: [James Stikma](#); [Naizam Jaffer](#)
Subject: Lions Bay septic field
Date: Tuesday, August 18, 2020 9:57:09 AM

Good morning gentlemen,

I just got off the phone with James after reviewing some photos he sent showing some of the soils encountered during the excavation of the old septic field. The soils encountered include pockets of low permeability soils that aren't ideal for the seepage bed installation. The solution as discussed with James is relatively straightforward as follows:

1. convert the field section from a bed to a mound as follows:
2. fill existing excavation with sand to grade
3. please an additional 310mm of sand (C-33) across the infiltration area with toes to grade as required.
4. build the bed as designed on top of the sand and cover with topsoil.
5. convert the treatment plant as specified from a Type 2 to a Type 3 by simply adding a UV unit to the inlet of the pump chamber.

Upon confirmation to proceed based on the above, I can submit an amended filing to VCHA. If you have any questions please let me know....

--

Regards,
Craig Regier, P.Eng., ROWP
www.cleartechconsultingltd.com



1345 Salsbury Drive
Vancouver, BC, V5L 4B4
ph./txt. [604-329-8324](tel:604-329-8324)

craig.regier@cleartechconsultingltd.com

1070 Saddleback Court
Kamloops, BC V2B 0B9
ph. [250-320-4832](tel:250-320-4832)
fx. [250-554-3653](tel:250-554-3653)

chad.meier@cleartechconsultingltd.com

The information contained in this email, including attachments, is confidential. It is intended only for the person or entity to which it is addressed. If the reader is not the intended recipient, you are hereby notified that any review, retransmission, dissemination, or other use of, or taking any action in reliance upon this information is strictly prohibited. If you have received this email in error, please notify us by sending a message to the sending email address or calling 604-329-8324, and delete the original message from any computer. Thank you.