

# **TENDER DOCUMENTS**

**TENDER NO. 2024-01** 

# MASTER MUNICIPAL CONSTRUCTION DOCUMENTS PLATINUM EDITION UNIT PRICE CONTRACT

# Port McNeill Waterfront Revitalization Harbour Restroom and Shower Facilities Civil Works

Closing: 2:00 p.m., Wednesday April 23, 2024



Waterfront Revitalization
Harbour Restroom and Shower Facilities Civil Works

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The complete **Master Municipal Construction Documents** consist of the following parts:

- 1. **Project Specific Documents** (contained within this document and the Contract Drawings)
  - Invitation to Tenderers
  - Instructions to Tenderers, Part 1
  - Form of Tender
    - Appendix 1 Schedule of Quantities and Prices
    - o Appendix 2 Preliminary Construction Schedule
    - Appendix 3 Experience of Superintendent
    - Appendix 4 Comparable Work Experience
    - Appendix 5 Subcontractors
  - Form of Agreement
    - Schedule 1 Schedule of Contract Documents
    - Schedule 2 List of Contract Drawings
  - Supplementary General Conditions
  - Supplementary Specifications
  - Contract Drawings
- 2. Standard Complete Master Municipal Construction Documents 2019 Edition Not

Contained Herein (available in the "MMCD 2019 Edition – Volume II")

- Instructions to Tenderers, Part 2
- General Conditions
- Schedules and Diagrams
  - o Schedule 17.5.3 Letter Agreement with Referee
  - Flow Chart Changes and Extra Work
  - Flow Chart Dispute Resolution Process
- Specifications
- Standard Detail Drawings
- 3. Supplemental Updates released by the Master Municipal Construction Documents Association available from <a href="https://www.mmcd.net">www.mmcd.net</a>
  - MMCD Supplemental Update 2021-04-23
  - MMCD Supplemental Update 2022-04-07

WATERFRONT REVITALIZATION - HARBOUR RESTROOM AND SHOWER FACILITIES CIVIL WORKS

REFERENCE NO. 2024-01

**INVITATION TO TENDERERS** PAGE 1 of 1

# **INVITATION TO TENDERERS**

Town of Port McNeill Owner:

Waterfront Revilatization – Harbour Restroom and Shower Facilities Contract:

2024-01 Reference No.

The Owner invites tenders

for:

- Installation of a sanitary sewer forcemain service to one meter of the proposed restroom facilities.
- Installation of a water service to one meter of the proposed restroom facilities.
- Modifications to the parking lot drainage.
- Adding a new top layer of gravel to the parking lot.
- Removal of unsuitable material and replacement with pit-run material.
- Installation of lock block retaining wall.

Tenders are scheduled to close:

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

Tender Closing Date: Tuesday April 23, 2024

Address: Town of Port McNeill

1775 Furney Place

Port McNeill, BC V0N 2R0

**ATTN:** Brenda Johnson

Or email to: CFO@portmcneill.ca

NAME OF OWNER'S **REPRESENTATIVE** Brenda Johnson

CFO@portmcneill.ca

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# INSTRUCTIONS TO TENDERERS PART I

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Town of Port McNeill
WATERFRONT REVITALIZATION – HARBOUR RESTROOM AND SHOWER FACILITIES
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IT – PART I PAGE 1 OF 3

# INSTRUCTIONS TO TENDERERS PART I

(TO BE READ WITH "INSTRUCTIONS TO TENDERERS - PART II"

CONTAINED IN THE 2019 EDITION OF THE PUBLICATION

"MASTER MUNICIPAL CONSTRUCTION DOCUMENTS" SPECIFIED IN ARTICLE 2.2 BELOW)

Owner: Town of Port McNeill

Contract: Waterfront Revilatization – Harbour Restroom and Shower Facilities Civil Works

Reference No. 00015

# 1.0 Introduction

1.1 These Instructions apply to and govern the preparation of tenders for this *Contract*. The *Work* generally includes, but is not necessarily limited to the following:

- Installation of a sanitary sewer forcemain service to one meter of the proposed restroom facilities.
- Installation of a water service to one meter of the proposed restroom facilities.
- Modifications to the parking lot drainage.
- Adding a new top layer of gravel to the parking lot.
- Removal of unsuitable material and replacement with pit-run material.
- Installation of lock block retaining wall.
- 1.2 Direct all inquiries regarding the *Contract*, to:

We Wai Kai Engineering LP

John Sorenson, P.Eng., Contract Administrator

Address: 2005 Eagle Drive

Campbell River, BC

V9H 1V8

**Phone:** 250-202-3348

**Email:** john.sorenson@wwkengineering.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 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

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:

Town of Port McNeill Brenda Johnson

on or before:

Tender Closing Time: 2:00 p.m., local time

Tender Closing Date: April 23, 2024

at

3.1

Address: 1775 Furney Place

Port McNeill, BC

V0N 2R0

Submission of Tenders in email format will also be accepted. Email submissions must include the *Contract* Title and Reference No. in the subject line. The timestamp on the receiver's email will be used to evaluate if the tender was submitted on time. Tender submissions via email are to be sent to Brenda Johnson at the following:

Email: CFO@portmcneill.ca

WATERFRONT REVITALIZATION – HARBOUR RESTROOM AND SHOWER FACILITIES CIVIL WORKS REFERENCE NO. 2024-01

4.1

- 3.2 Late tenders will not be accepted or considered, and will be returned unopened.
- 3.3 Tenders submitted electronically via email must include a scanned copy of the *Bid Security* and the original copy of the *Bid Security* must be received at the Town office within five (5) business days of the *Tender Closing Date* for the Tender to be considered compliant.
- 4.0 Additional Instructions to Tenderers
- Tenderers must obtain their own copy of the correct edition of the MMCD, Volume II, which includes Instructions to Tenderers Part II, General Conditions, Specifications and Standard Detail Drawings.

WATERFRONT REVITALIZATION – HARBOUR RESTROOM AND SHOWER FACILITIES CIVIL WORKS

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FORM OF TENDER
PAGE 1 OF 9

Tenderer's Initials:

# FORM OF TENDER

Owner: Contract: Reference No.		f Port McNeill ont Revilatization – Harbour Restroom and Shower Facilities Civil 1		
To <i>Owner</i> : WE, THE	1.1	have received and carefully reviewed all of the Contract		
UNDERSIGNED:		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 <i>Place of the Work</i> , and the <i>Work</i> 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 <i>Work</i> and to provide all the labour, equipment and material all as set out in the <i>Contract Documents</i> , in strict compliance with the <i>Contract Documents</i> ; and		
	2.2	to achieve Substantial Performance of the Work on or before ; and		
	2.3	to do the <i>Work</i> for the price, which is the sum of the products of the actual quantities incorporated into the <i>Work</i> and the appropriate unit prices set out in Appendix 1, the " <i>Schedule of Quantities and Prices</i> ", plus any lump sums or specific prices and adjustment amounts as provided by the <i>Contract Documents</i> . For the purposes of tender comparison, our offer is to complete the <i>Work</i> for the " <i>Tender Price</i> " as set out on Appendix 1 of this Form of Tender. Our <i>Tender Price</i> is based on the estimated quantities listed in the <i>Schedule of Quantities and Prices</i> , and excludes <i>GST</i> .		

WATERFRONT REVITALIZATION – HARBOUR RESTROOM AND SHOWER FACILITIES CIVIL WORKS

3.1

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## **WE CONFIRM:**

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

# WE CONFIRM:

- 4.1 that the following appendices are attached to and form a part of this tender:
  - 4.1.1 the appendices as required by paragraph 5.3 of the Instructions to Tenderers Part II; and
  - 4.1.2 the *Bid Security* as required by paragraph 5.2 of the Instructions to Tenderers Part II.

# **WE AGREE:** 5.1

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

- 5.1.1 within 15 *Days* of receipt of the written *Notice of Award* deliver to the *Owner*:
- a) a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract Price, covering the performance of the Work including the Contractor's obligations during the Maintenance Period, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the Owner;
- b) a Baseline Construction Schedule, as provided by GC 4.6.1;
- c) a "clearance letter" indicating that the tenderer is in Worksafe BC compliance; and
- d) a copy of the insurance policies as specified in GC 24 indicating that all such insurance coverage is in place and;
- e) a Health and Safety Program Manual pertaining to the Work; and
- f) a DRAFT Traffic Management Plan as specified in Supplementary Specification 01 55 00; and
- g) A DRAFT Environmental Protection Plan as specified in Supplementary Specification 01 57 01S.
- h) a DRAFT Construction Sequencing Plan.

6.1

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:

- that, if we receive written *Notice of Award* of this *Contract* and, contrary to paragraph 5 of this Form of Tender, we:
- 6.1.1 fail or refuse to deliver the documents as specified by paragraph 5.1.1 of this Form of Tender; or
- 6.1.2 fail or refuse to commence the *Work* as required by the *Notice to Proceed*,

then such failure or refusal will be deemed to be a refusal by us to enter into the Contract and the Owner may, on written notice to us, award the Contract to another party. We further agree that, as full compensation on account of damages suffered by the Owner because of such failure or refusal, the Bid Security shall be forfeited to the Owner, in an amount equal to the lesser of:

- 6.1.3 the face value of the Bid Security; and
- 6.1.4 the amount by which our *Tender Price* is less than the amount for which the *Owner* contracts with another party to perform the *Work*.

# I (WE) DECLARE THAT:

- 7.1 I (we) recognize that the lowest or any tender will not necessarily be accepted; and
- 7.2 I (we) recognize that the *Owner* reserves the right to reject all tenders or to accept the tender which best suits its long-term objectives; and I (we) recognize that the *Owner* reserves the right to accept or reject all or part of this Tender at any time during the period specified by paragraph 5.1 of this Form of Tender.

Tenderer's Initials:

REFERENCE NO. 2024-01

WATERFRONT REVITALIZATION – HARBOUR RESTROOM AND SHOWER FACILITIES CIVIL WORKS

FORM OF TENDER
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OUR ADDRESS IS AS 8.1

FOLLOWS:

Phone:
Email:
Attention:

This Tender is executed this
\_\_\_\_\_ day of \_\_\_\_\_\_, 20 \_\_\_\_\_.

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Tenderer's Initials:

# **TOWN OF PORT MCNEILL**

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APPENDIX 1 PAGE 5 OF 9

# FORM OF TENDER - APPENDIX 1 SCHEDULE OF QUANTITIES AND PRICES

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

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

No.	Section	Brief Description See MMCD Master Municipal Specifications and Supplementary Specifications for Additional Details and Descriptions	Unit	Qty.	Unit Price	Amount	
Division 01 - General Requirements							
01 57		ronmental Protection			<del>, , , , , , , , , , , , , , , , , , , </del>		
1		Environmental Protection	Each	1			
01 73		<b>lization and Demobilization</b> Mobilization and Demobilization, shall not exceed 10% of			1 1		
2	1.15	the Total Price, excluding GST	Each	1			
	ion 31 - Ea						
31 22	2 16.1- Res	haping Existing Subgrade	Cubic		1 1		
3	1.4.2	Remove and Replace Unsuitable Subgrade (Optional)	Metre	10			
31 24	13 - Road	way Excavation, Embankment and Compaction	<u> </u>		1 1		
4	1.8.5	Common Excavation - Off-Site Disposal at the Port McNeill Gravel Pit	Cubic Metre	316			
		oads and Site Improvements					
32 11	23 - Gran	ular Base					
5	1.4.2	Granular Base - 150mm thick	Square Metre	1162			
32 32		k Block Retaining Wall					
6		Lock Block Retaining Wall	Per Block	59			
	ion 33 – U						
33 11	01S- Wat		I I				
7	1.8.4 S	25 mm Water Service and Connection to existing Kiosk with all fittings and appurtenances as per Detail 2 on Sheet C102 of the Contract Drawings	Each	1			
33 34	1 01S - Sev	vage Forcemains					
8		50 mm diameter Forcemain c/w Tie-In and Inspection Chamber, as per Detail 1 on Sheet C102 of the Contract Drawings	Each	1			
33 40	33 40 01- Storm Sewers						
9	1.6.5	100 mm diameter PVC Lead c/w all fittings and appurtenances	Lineal Metres	35			
10	1.6.9	Drainage Tie-In - 100 mm diameter into existing 100 mm diameter Catch Basin Lead	Each	1			
33 44	1 01S- Man	holes and Catchbasins					
11	1.5.2	Catchbasin Top Inlet as per Standard Drawing S11	Each	1			
12	1.5.4 S	Remove Existing Catchbasin and Catchbasin Lead	LS	1			
Tender Price							
					GST (5%)		
				Tender Pric	e with GST		

tials:

WATERFRONT REVITALIZATION – HARBOUR RESTROOM AND SHOWER FACILITIES CIVIL WORKS

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# Form of Tender – Appendix 2 Waterfront Revitalization – Harbour Restroom and Shower Facilities Civil Works

# **Preliminary Construction Schedule**

See paragraph 5.3.2 of the Instructions to Tenderers – Part II.

Indicate Schedule with bar chart with major item descriptions and time.

|--|

ACTIVITY	CONSTRUCTION SCHEDULE									
	1	2	3	4	5	6	7	8	9	10

Tenderer's Initials:	
----------------------	--

Waterfront Revitalization – Harbour Restroom and Shower Facilities Civil Works
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# Form of Tender – Appendix 3 Waterfront Revitalization – Harbour Restroom and Shower Facilities Civil Works

# **Experience of the Superintendent**

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

Name:	
Experience:	
Dates:	
Project Name:	
Responsibility:	
-	
-	
-	
References:	
_	
Dates:	
Project Name:	
Responsibility:	
_	
_	
-	
References:	
<u>-</u>	
Dates:	
Project Name:	
Responsibility:	
_	
_	
<u>-</u>	
References:	
-	

Tenderer's Initials:

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# Form of Tender – Appendix 4 Waterfront Revitalization – Harbour Restroom and Shower Facilities Civil Works

# **Comparable Work Experience**

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

PROJECT	OWNER / CONTACT NAME PHONE	WORK DESCRIPTION	VALUE (\$)
	Owner / Contract		
	Phone ( )		
	Owner / Contract		
	Phone ( )		
	Owner / Contract		
	Phone ( )		
	Owner / Contract		
	Phone ( )		
	Owner / Contract		
	Phone ( )		
	Owner / Contract		
	Phone ( )		
	Owner / Contract		
	Phone ( )		
	Owner / Contract		
	Phone ( )		
	Owner / Contract		
	Phone ( )		
	Owner / Contract		
	Phone ( )		
	Owner / Contract		
	Phone ( )		

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# Form of Tender - Appendix 5

Waterfront Revitalization - Harbour Restroom and Shower Facilities Civil Works

# **Subcontractors**

See paragraph 5.3.5 of the Instructions to Tenderers – Part II.

TENDER ITEM	TRADE	SUBCONTRACTOR NAME	PHONE NUMBER

i engerer's initials:	nderer's Initials:
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WATERFRONT REVITALIZATION – HARBOUR RESTROOM AND SHOWER FACILITIES CIVIL WORKS

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DRAFT FORM OF AGREEMENT PAGE 1 OF 7

# **DRAFT FORM OF AGREEMENT**

		BETWE	EN OWNER AND CONTRACTOR			
		This agreement made in duplicate this				
			day of, 20			
Contract: Reference	e No.	Waterfro Works 2024-01	ont Revilatization – Harbour Restroom and Shower Facilities Civil			
		BETW	EEN:			
		Th e	Town of Port McNeill 1775 Furney Place			
			Port McNeill, BC V0N 2R0			
			(the "Owner")			
		AND:				
			(the "Contractor")			
The Own	er and the <i>Con</i>	<i>tractor</i> ag	ree as follows:			
Article 1	Start / Completion	1.1	The <i>Contractor</i> will perform all <i>Work</i> and provide all labour, equipment and material and do all things strictly as required by the <i>Contract Documents</i> .			
	Dates	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  subject to (INSERT DATE OF SUBSTANTIAL PERFORMANCE)			
		4.0	the provisions of the <u>Contract Documents</u> for adjustments to the <u>Contract Time</u> .			
		1.3	Time shall be of the essence of the Contract.			

2.1

DRAFT FORM OF AGREEMENT
PAGE 2 OF 7

REFERENCE NO. 2024-01

# Article 2 Contract Documents

- The "Contract Documents" consist of the documents listed or referred to in Schedule 1, entitled "Schedule of Contract Documents", which is attached and forms a part of this Agreement, and includes any and all additional and amending documents issued in accordance with the provisions of the Contract Documents. All of the Contract Documents shall constitute the entire Contract between the Owner and the Contractor.
- 2.2 The *Contract* supersedes all prior negotiations, representations or agreements, whether written or oral, and the *Contract* may be amended only in strict accordance with the provisions of the *Contract Documents*.

# Article 3 Contract Price

- 3.1 The price for the *Work* ("*Contract Price*") shall be the sum in Canadian dollars of the following
  - 3.1.1 the product of the actual quantities of the items of *Work* listed in the *Schedule of Quantities and Prices* which are incorporated into or made necessary by the *Work* and the unit prices listed in the *Schedule of Quantities and Prices*; plus
  - 3.1.2 all lump sums, if any, as listed in the <u>Schedule of Quantities and Prices</u>, for items relating to or incorporated into the *Work*; plus
  - 3.1.3 any adjustments, including any payments owing on account of *Changes* and agreed to *Extra Work*, approved in accordance with the provisions of the *Contract Documents*.
- 3.2 The <u>Contract Price</u> shall be the entire compensation owing to the <u>Contractor</u> for the <u>Work</u> 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 <u>Work</u>.

# Article 4 Payment

- 4.1 Subject to applicable legislation and the provisions of the <u>Contract Documents</u>, the *Owner* shall make payments to the <u>Contractor</u>.
- 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.

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# Article 5 Rights and Remedies

- 5.1 The duties and obligations imposed by the <u>Contract Documents</u> 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 <u>Contract Documents</u>, no action or failure to act by the *Owner*, <u>Contract Administrator</u> or <u>Contractor</u> shall constitute a waiver of any of the parties' rights or duties afforded under the <u>Contract</u>, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach under the <u>Contract</u>.

# **Article 6 Notices**

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

The Owner:

# **Town of Port McNeill**

1775 Furney Place

Port McNeill, BC V0N 2R0

Attention: Brenda Johnson

Email: CFO@portmcneill.ca

The Contractor:

Attention:			
Email:			

The Contract Administrator:

# We Wai Kai Engineering LP

2005 Eagle Drive

Campbell River, BC V9H 1V8

Attention: John Sorenson, P.Eng.

Email: john.sorenson@wwkengineering.ca

- 6.2 A communication or notice that is addressed as above shall be considered to have been received
  - 6.2.1 immediately upon delivery, if delivered by hand; or

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- 6.2.2 at the time of receipt stated on the email received in the recipient's inbox, if sent by email; or
- 6.2.3 after 5 *Days* from date of posting if sent by registered mail.
- 6.3 The *Owner* or the *Contractor* may, at any time, change its address for notice by giving written notice to the other at the address then applicable. Similarly if the *Contract Administrator* changes its address for notice then the *Owner* will give or cause to be given written notice to the *Contractor*.
- The sender of a notice by email assumes all risk that the email is received.

# **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 <u>Contract Documents</u> are for convenience only and do not form part of this <u>Contract</u> and will not be used to interpret, define or limit the scope or intent of this <u>Contract</u> or any of the provisions of the <u>Contract Documents</u>.
- 7.4 A word in the <u>Contract Documents</u> 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.

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DRAFT FORM OF AGREEMENT PAGE 5 OF 7

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:	
	Town of Port McNeill
	(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)
	(AUTHORIZED SIGNATORY)
	(AUTHORIZED SIGNATORY)

REFERENCE NO. 2024-01

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# Schedule 1 Schedule of Contract Documents

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

**NOTE**: The documents noted with "\*" are contained in the "Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings", edition dated 2019. All sections of this publication are included in the Contract Documents.

- Agreement, including all Schedules;
- Supplementary General Conditions;
- 3. General Conditions\*;
- 4. Supplementary Specifications;
- Specifications\*;

12.

- 6. Supplementary Standard Detail <u>Drawings</u>;
- 7. Standard Detail <u>Drawings\*</u>;
- 8. Executed Form of Tender, including all Appendices;
- 9. <u>Contract Documents</u> listed in Schedule 2 to the Agreement –"List of Contract Documents";
- 10. Instructions To Tenderers Part I;
- 11. Instructions to Tenderers Part II\*;

The following Addenda:

(ADDENDA, IF ANY)

13. Beach Drive Retaining Wall Extension Drawings by Base Geotechnical dated August 12, 2022

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REFERENCE NO. 2024-01

DRAFT FORM OF AGREEMENT PAGE 7 OF 7

# Schedule 2 List of Contract Documents

DRAWING NO.	TITLE	DATE	REVISION NO.	REVISION DATE
0	Title Sheet	2024-03-28	Α	2024-03-28
C100	Legend and General Notes	2024-03-28	А	2024-03-28
C101	Overall Plan	2024-03-28	А	2024-03-28
C102	Grading Plan	2024-03-28	А	2024-03-28
C103	Details	2024-03-28	А	2024-03-28

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# **SUPPLEMENTARY GENERAL CONDITIONS**

(TO BE READ IN CONJUNCTION WITH "GENERAL CONDITIONS" CONTAINED IN THE 2019 EDITION OF THE PUBLICATION "MASTER MUNICIPAL CONSTRUCTION DOCUMENTS")

Owner: Town of Port McNeill

**Contract:** Waterfront Revilatization – Harbour Restroom and Shower Facilities Civil Works

Reference No. 2024-01

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## 1.0 DEFINITIONS

1.66 Delete clause 1.66.1 and replace as follows

"Substantial Performance" means the stage of completion when of total of the incomplete, defective, and deficient Work, as certified by the Contract Administrator, is capable of completion or correction at a cost of not more than:

3% of the first \$500,000 of the Contract Price:

2% of the next \$500,000 of the Contract Price; and

1% of the balance of the Contract Price; and

the Work, or a substantial part of it, is ready for use or is being used for the purpose intended.

1.79 Add new clause 1.79 as follows

"Payment Certifier" has the meaning set out in SGC 18.6.6

1.80 Add new clause 1.80 as follows

"Provide" or "Provision of" means supply and placement of an item.

1.81 Add new clause as follows

"Engineer" shall mean the Owner's engineer appointed to provide technical support during the course of the *Work*.

1.8. Add new clause as follows

2

"Working Hours" shall be limited to Monday to Saturday. No Work shall be permitted on a Sunday or a Statutory Holiday. The hours of Work shall be limited to 7:00 am to 6:00.pm.

# 2.0 DOCUMENTS

**Interpretation** 2.2 Add new clause 2.2.5 as follows

The *Contract Drawings* shall not be used for construction of the *Work* unless Issued for Construction by the *Engineer* or *Contract Administrator*.

# 4.0 CONTRACTOR

**Control of the Work** 4.1 Add new clause 4.1.3 as follows

The *Contractor* is responsible for all staking and survey layout required for the completion of the *Work*, as shown on the *Contract Drawings* or

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as directed by the *Contract Administrator*. The *Contractor* is to also provide "as-built" information as per Supplemental Specification Section 01 33 01 Project Record Documents. No separate or additional payment will be made for this work.

# Protection of Work, Property and the Public

# 4.3 Add new clause 4.3.4(4) as follows

Support of power, telephone poles, underground mains, wiring, and light standards required to complete the work shall be the responsibility of the *Contractor* and completed in accordance with utility company standards. The *Contractor* shall schedule the work with the appropriate utility company in advance so as not to delay the work. All costs associated with the work shall be considered incidental and no separate payment be made for this item.

# Add new clause 4.3.7 as follows

The *Contractor* shall locate, mark, and protect from damage or disturbance any and all stakes, survey pins, monuments, and markers at the place of the work. All survey stakes, pins, monuments, or markers which, in the opinion of the *Owner*, have been damaged or disturbed shall be made good following construction by a registered B.C. land surveyor at the *Contractor's* expense.

# Add new clause 4.3.8 as follows

A Good Neighbour Policy shall apply to this contract: "Contractors working on Municipal rights-of-way or on private land where new rights-of-way are being created, be required to provide written notice to the residents in the immediate area of the works, describing what is being constructed, when the works will occur, who to contact for more information and what precautions should be taken if necessary; and that the work-site be posted for safety reasons."

## Add new clause 4.3.9 as follows

The *Contractor's Work* shall be confined to the *Owner's* premises, including statutory rights-of-way, easements and construction permit limits, whenever possible. The *Contractor* shall not enter upon or place materials on other private premises except by written consent of the individual *Owners* and shall save the *Owner* harmless from all suits and actions of every kind and description that might result from use of private property.

# Add new clause 4.3.10 as follows

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The *Contractor* shall confine his equipment, storage of materials and operation of *Work* to the limits indicated by law, permits, or direction of the *Contract Administrator*, and shall not unreasonably encumber the premises with his materials. The *Contractor* shall comply with the *Contract Administrator* instructions regarding signs, advertisements, fires and smoking. The working site shall at all times be kept free of rubbish and unnecessary hazards to persons, materials, and equipment.

Add new clause 4.3.11 as follows

Local traffic shall be provided access to private properties at all times. Emergency traffic such as Police, Fire, Ambulance, and Disaster Units shall be provided reasonable access at all times. The *Contractor* shall be liable for any damage which may result from his failure to provide such reasonable access.

Add new clause 4.3.12 as follows

The *Contractor* shall submit a Traffic Management Plan in which the extent and duration of any road closures associated with the work are identified. Two-way traffic via one open lane shall be maintained on public roads at all times unless the *Contractor* has obtained the *Owner's* approval. The *Contractor* is cautioned that approval of full road closures is not guaranteed. Traffic control on all roads shall be in strict accordance with the Traffic Control Manual for Work on Roadways published by the Ministry of Transportation and Highways.

# Temporary Structures and 4.4 Facilities

Add new clause 4.4.3 as follows

The *Contractor* shall provide clean sanitary latrine accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Ministry of Health and other bodies having jurisdiction. The *Contractor* shall permit no public nuisance.

# Construction Schedule 4.6

4.6 Add new clause 4.6.8 as follows

The *Contractor* shall submit the Adjusted Baseline Schedule to the *Contract Administrator* with each Monthly Progress Claim.

## **Workers** 4.8 Add new clause 4.8.2 as follows

The *Contractor* attests to compliance with Section 5 of the Skills Development and Fair Wage Act in projects where the provincial contribution to a Municipal project exceeds \$250,000.

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# Materials 4.9 Add new clause 4.9.3 as follows

The *Contractor* is totally responsible for the quality of material and product which they provide and for the Work.

Add new clause 4.9.4 as follows

Other materials on site, whether existing structures, vegetation, topsoil, gravel, sand or other excavated or piled materials, are the property of the *Owner* or of the owner of the land on which the work is located. Only those materials specifically noted in the specification or on drawings, as belonging to the *Contractor* shall become the *Contractor*'s property.

Add new clause 4.9.5 as follows

Where there are excess excavated materials, unsuitable materials excavated or materials of any kind that are excavated but not used in the *Work*, such materials are not the property of the *Contractor* unless authorized in writing by the *Contract Administrator* or specified to be disposed of by the *Contractor*.

# **Tests and Inspections** 4.12 Replace existing clause 4.12.4 as follows

The *Owner* will obtain the services of a testing agency under supervision of the *Contract Administrator*, and pay the cost of testing services for quality control and/or assurance including, but not limited to, the following:

- (1) Sieve analysis of sands and aggregates to be supplied for the *Work*.
- (2) Aggregates and mix design for Portland Cement concrete.
- (3) Standard Proctor Density curves for backfill and embankment materials and roadway and walkway granular base and subbase materials.
- (4) Compaction control tests for backfill and embankment material and roadway and walkway granular base and subbase materials.
- (5) Any product testing that is required and is specified under various sections of the specifications.

Any product testing that is required and is specified under various sections of the specifications.

Add new clause 4.12.11 as follows

Testing shall be in accordance with pertinent codes and regulations, and with selected standards of the American Society for Testing and

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Materials (ASTM) and Canadian Standards Association (CSA).

Add new clause 4.12.12 as follows

Product testing, mill tests and laboratory reports shall demonstrate that products and materials supplied by the Contractor meet the specifications under various sections of the Contract Documents.

Add new clause 4.12.13 as follows

When tests on product, material or completed portions of the *Work* carried out by the *Contractor* or the *Contractor*'s testing agency or by the Owner's testing agency yield results not meeting the requirements of the Contract Documents, the Contractor, in addition to carrying out remedial work or replacement of the product or material shall provide for retesting of the remedied work and the replacement product and material. Retesting, including retesting by the *Owner's* testing agency, shall be at the Contractor's expense.

Add new clause 4.12.14 as follows

If the *Contractor* fails or refuses to do remedial work or replace unacceptable material or product, the Contract Administrator may refuse to certify payment and the *Owner* may refuse to make payment, in addition to any other remedies the Owner may have.

# Truck Routes and 4.17 **Disposal Sites**

Add new clause 4.17.1 as follows

In hauling of material to and from the work site, the routes to be followed by trucks shall be confined to designated arterial and collector roads as shown on the road classification plan as issued by the Town. Where a dumpsite can only be accessed by way of a local road, the route shall be the shortest possible way from an arterial or collector road and shall be agreed to by the Contract Administrator in advance of the work. The *Contractor* shall be responsible for road cleanup along all trucking routes used in association with the work. The cost of this cleanup shall be paid by the *Contractor* and considered incidental to the work. The *Contractor* shall be responsible for obtaining and securing a legal dumpsite. All costs associated with that dumpsite shall be the responsibility of the Contractor and shall be considered incidental to the Work.

**Disposal of Wood** 4.18 Debris, Organic Debris, and/or Waste **Excavated Material** 

Add new clause 4.18.1 as follows

Prior to disposal of any wood debris, organic debris and/or waste excavated material, the Contractor shall submit a disposal

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management strategy in accordance with all applicable Laws, Bylaws and Regulations to the *Contract Administrator* for approval. Subject to the *Contract Administrator's* approval, the *Contractor* shall ensure that all wood debris, organic debris and/or waste excavated material that is removed from the work site is managed in accordance with this approved disposal management strategy. The *Contractor* shall be required to employ acceptable methods of disposal, approved disposal site location(s), and shall be required to obtain and submit copies of all relevant permits and/or approvals prior to the disposal of any wood debris, organic debris and/or waste excavated material. Regardless of the aforementioned, the *Owner* reserves the right to disallow any or all of the *Contractor's* proposed disposal management strategy if it is determined that they will result in undesirable environmental impacts.

# 6.0 OTHER CONTRACTORS

# Coordination and Connection

6.2

Add new clause 6.22 as follows

If the performance of any *Contract* for the project is likely to be interfered with by the simultaneous execution of some other *Contract* or *Contracts*, the *Contract Administrator* shall decide which *Contractor* shall cease Work temporarily and which *Contractor* shall continue, or whether the *Work* under the *Contracts* can be coordinated so the *Contracts* may proceed simultaneously. The *Owner* shall not be responsible for any damages suffered or extra costs incurred by the *Contractor*, resulting directly or indirectly from the award or performance or attempted performance of any other *Contract* or *Contracts* on the project, or caused by any decision or omission of the *Contract Administrator* respecting the order of precedence in the performance of the *Contracts* other than for the extension of time.

# 9.0 VALUATION OF CHANGES AND EXTRA WORK

# Valuation Method 9.2 Add new clause 9.2.1.3 as follows

Should a lump sum method be used for determination of the value of a *Change*, the *Contractor* shall determine the value of the *Change* by calculating his actual cost for all labour and materials associated with each item contained within the *Change* and applying a 10% mark up on all actual costs associated with the *Change* for Overhead and Profit. All costs are required to be supported by documentation satisfactory to the *Contract Administrator* and all applicable rates are

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to be satisfactory to the Contract Administrator.

### 10.0 FORCE ACCOUNT

### Force Account Costs 10.1 Delete clause 10.1.1(4) and replace with the following

Force Account Work Performed by a Subcontractor shall be paid for in the lesser of: (i) the amount as provided by subparagraphs (1), (2) and (3) of this GC, plus a markup of 5%, or (ii) the actual amount the Contractor pays the Subcontractor including a markup of 10% on such actual cost to cover all overhead and profit.

### **DELAYS** 13.0

# **Liquidated Damages for** Late Completion

13.9 Delete clause 13.9.1(1) and replace as follows

> as a genuine pre-estimate of the Owner's increased costs for the Contract Administrator and the Owner's own staff caused by such delay an amount of \$1500 per day or pro rata portion for each calendar day that actual Substantial Performance is achieved after the Substantial Performance Milestone Date; plus

### 18.0 **PAYMENT**

### Holdbacks 18.4 Add new clause 18.4.1(3) as follows

The *Owner* will retain a holdback but will not establish a Holdback Trust Account pursuant to Section 5 of the *Builders Lien Act*.

### **Substantial Performance** 18.6 Delete clause 18.6.5 and replace as follows

The Owner will release any builder's lien holdback on the 56th day following the date of Substantial Performance, or other date as required by law, but the Owner may holdback the amounts for any deficiencies or filed builders liens as provided in GC 18.4.2, GC 18.4.3 and 18.4.4, or the Maintenance Period Financial Security if not received by this date.

Delete clause 18.6.6 and replace as follows

The Contract Administrator, as defined herein, shall be the Payment Certifier responsible under Section 7 of the Builders Lien Act for certifying Substantial Performance of the Work of the Contractor, but not the Work of Subcontractors. The Contractor shall co-operate with and assist the Contract Administrator by providing information and assistance in as timely manner as the Contract Administrator considers necessary to carry out the duties of the Payment Certifier for the Contract.

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The Contractor shall be the Payment Certifier responsible under Section 7 of the Builders Lien Act for certifying Substantial Performance of the Work of each Subcontractor. Prior to certifying completion for a Subcontractor, the Contractor shall consult with the Contract Administrator and obtain the Contract Administrator's comments on the status of completion by the Subcontractor, including any deficiencies or defects in the Subcontractor's Work noted by the Contract Administrator. The Contractor will indemnify and save the Owner harmless from any and all liability the Owner may have to anyone arising out of the certification by the Contractor of Substantial Performance for that Subcontractor.

Notwithstanding any other provision of the *Contract*, no payments will be due or owing to the *Contractor* so long as a Lien filed by anyone claiming under or through the *Contractor* remains registered against the Project or any lands, or interest therein, on which *Work* for the project was performed. Failure of the *Contractor* to remove all Liens promptly will entitle the *Owner* to damages.

# 21.0 WORKERS COMPENSATION REGULATIONS

# Contractor is "Prime Contractor"

21.2 Add new clause 21.2.2 as follows

If the *Work* is being completed as part of a project for which the *Owner* already has a *Prime Contractor* designated then the *Contractor* will be responsible to ensure that they assume direction from the *Prime Contractor* as per the requirements of the Workers Compensation Act Part 3, Division 3, Section 118(1-3).

# 24.0 INSURANCE

Required Insurance 24.1 Add new clause 24.1.1(6) as follows

The *Contractor's* Pollution Liability Insurance shall have limits of not less than \$5,000,000 per occurrence for bodily injury, death, and damage to property.

Add new clause 24.1.7 as follows

The *Contractor* shall ensure the following are additional named insured under this contract:

Town of Port McNeill
We Wai Kai Engineering LP

# 25.0 MAINTENANCE PERIOD

Correction of Defects 25.1 Add new clause 25.1.4 as follows

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The *Owner* is authorized to make repairs to defects or deficiencies if, ten days after giving written notice, the *Contractor* has failed to make or undertake with due diligence the required repairs. However, in the case of emergency where, in the opinion of the *Owner*, delay is not reasonable, repairs may be made without notice being sent to the *Contractor*. All expenses incurred by the *Owner* in connection with repairs made pursuant to GC 25 shall be paid by the *Contractor* and may be deducted from the Maintenance Security, or other holdbacks. The *Contractor* shall promptly pay any shortfall.

# Maintenance Period 25.4 Financial Security

Add new clause 25.4.1 as follows

Within 10 days of the issue of the Certificate of Substantial Performance delivered to the Owner, a Maintenance Period Financial Security in the form of cash or a clean, irrevocable Letter of Credit in a form acceptable to the Owner in the amount of 5% of the Contract Price, issued by a major Canadian chartered bank which has a branch in Campbell River, BC, is payable to the Owner within the Maintenance Period.

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# **SUPPLEMENTARY SPECIFICATIONS**

(TO BE READ IN CONJUNCTION WITH THE 2019 EDITION OF THE PUBLICATION "MASTER MUNICIPAL CONSTRUCTION DOCUMENTS")

Owner: Town of Port McNeill

Contract: Waterfront Revilatization – Harbour Restroom and Shower Facilities Civil Works

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# SECTION 01 20 00S MEASUREMENT AND PAYMENT

# 1.0 GENERAL

- .1 All work of the project must be included under the Payment items included.
- .2 The Owner will not consider claims by the Contractor for extra Payment on grounds that work performed or labour and/or materials supplied in accordance with the requirements of the Contract Documents could not be properly charged to Payment Items listed in the Form of Tender.
- .3 The items in the Form of Tender shall cover all that is necessary to construct and complete the work. Include costs of a general nature for work not directly listed on the Form of Tender but included in the Contract Drawings by either direct mention or implication, in those Payment Items to which they pertain most closely.
- .4 Incorporate all costs including Contractor's overhead and profit associated with finding and supplying all material and performing all work specified in the Contract Documents in the Payment Items set out in the Form of Tender. All work items shall be paid for only once. If a work item is incorrectly included in two or more separate Payment Items, the Engineer shall determine the Payment Item which most reasonably applies.

**END OF SECTION 01 20 00S** 

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# SECTION 01 33 01S PROJECT RECORD DOCUMENTS

# 1.0 GENERAL

# 1.7 Recording Actual Site Conditions

- .5 Upon completion of construction at the time of Substantial Performance, provide the Contract Administrator with a clearly legible hand marked as-constructed set of Drawings, including a complete and accurate record of the details and precise locations of the *Work* as they have been constructed in relation to the legal boundaries. The record shall include:
  - .1 confirmation of all material sizes, types and classifications;
  - .2 locations and inverts of all installed watermains, culverts, sanitary sewers and other utilities;
  - .3 locations and profiles of all relocated watermains, sanitary sewers and other utilities;
  - .4 locations, sizes and inverts of all existing services and utilities exposed during the course of the construction; and horizontal alignment of curbs, sidewalks and line painting that are constructed or reinstated.

**END OF SECTION 01 33 01S** 

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# SECTION 01 52 01S TEMPORARY STRUCTURES

# 1.0 GENERAL

# 1.6 Measurement and Payment

.1 Replace Clause 1.6.1 as follows

Payment for all work performed under this Section will be incidental to payment for work described in other Sections unless shown otherwise in the Schedule of Quantities and Prices.

**END OF SECTION 01 52 01S** 

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# SECTION 01 57 01S ENVIRONMENTAL PROTECTION

# 1.0 GENERAL

- .1 General Requirements
  - .1 This Supplementary Specification shall be read in conjunction with MMCD Section 01 57 01 Environmental Protection
  - .2 The Contractor shall adhere to best practices for the protection of the environment and maintain all facilities and measures so as to ensure that no deleterious substances are discharged into the environment.

## 1.9 Notifications

.1 The Owner may notify the Contractor in writing of any non-compliance with the MMCD provisions or of any environmentally objectionable acts. The Contractor shall, after receipt of such notice from the Owner, immediately take corrective action. Such notice, when delivered to the Contractor or the Contractor's authorized representative at the site of the Work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the Owner may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost due to any such stop work orders shall be made the subject of a claim for extension of time or for excess costs or damages by the Contractor.

**END OF SECTION 01 57 01S** 

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# SECTION 01 73 13S MOBILIZATION AND DEMOBILIZATION

# 1.0 GENERAL

.1 SS Section 01 71 13S refers to specific portions of the work not addressed elsewhere within the specifications. Section includes Mobilization and Demobilization.

# 1.1 Measurement and Payment

- .1 Mobilization and demobilization shall include the Contractor's costs of mobilization at the beginning of the project and the costs of demobilization at the end of the project.
- .2 Included in mobilization are such items as bonding, insurance, permits, moving personnel, materials and equipment to the site, setting up temporary facilities and all preparation for performing the Work.
- .3 Included in demobilization are preparation and submission of operation and maintenance manuals, removal of all personnel, materials and equipment, and cleanup of the site and the Work.
- .4 The lump sum price bid for this work shall be relative to the costs involved but shall not exceed ten percent (10%) of the Total Price (excluding GST).
- .5 Payment will be made as follows, as approved by the Contract Administrator.
  - .1 60% of the quotation bid will be included in the first progress payment certificate.
  - .2 40% of the quotation bid will be included in the final progress payment certificate.
  - .3 The Contract Administrator may at his discretion at his discretion recommend partial payment if mobilization or demobilization are not complete.

**END OF SECTION 01 73 13S** 

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# SECTION 32 32 36S LOCK BLOCK RETAINING WALL

# 1.0 GENERAL

.1 SS Section 32 32 36 refers to those portions of the work that are unique to the supply and installation of Lock Block type retaining walls. This section must be referenced to and interpreted simultaneously with all other Sections pertinent to the works described herein.

## 1.1 Related Work

.1	Section 03 30 53	Cast-in-Place Concrete
.2	Section 03 40 01	Precast Concrete
.3	Section 31 05 17	Aggregates and Granular Materials
.4	Section 31 22 01	Site Grading
.5	Section 31 23 01	Excavating Trenching and Backfilling

# 1.4 Measurement and Payment

.1 Payment for Lock Block retaining wall shall be made per lock block and shall be full compensation for everything furnished and done within the payment envelope shown on the Contract Drawings. Payment includes quality control, excavation, temporary excavation, supply and installation of a granular levelling pad, interlocking concrete blocks, free draining backfill, perforated drain pipe, drain rock, geotextile, geogrid, backfill, and compaction. Measurement shall be based on the number of installed lock blocks.

# 2.0 PRODUCTS AND EXECUTION

# 2.1 Concrete Blocks

- .1 Interlocking concrete blocks shall be Lock-Block® or equivalent blocks acceptable to the Contract Administrator.
- .2 All concrete work shall be in accordance with Section 03 40 01 Precast Concrete unless otherwise modified by this Section.
- .3 All concrete materials and admixtures for concrete shall conform to the requirements of Section 03 40 01 Precast Concrete unless otherwise modified by this Section.

.4 Concrete mixes shall meet the following requirements:

Minimum 28 day compressive strength (MPa)	30
Nominal size of aggregate (mm)	28
Air content (%)	4% - 6%
Slump (mm)	50 ± 20
Maximum water/cement ratio by weight	0.45
Minimum cement content (kg/m³)	320

## Notes:

- Superplasticizer shall not be used.
- Pozzaolans shall be limited to a maximum of 15% by weight of cementitious materials.
- The gradation of the 28mm nominal size aggregate shall conform to Table 211-B of SS211.
- .5 Dry cast concrete blocks will not be accepted.
- The retaining wall shall be constructed with precast monolithic concrete blocks in accordance with the dimensions, lines and grades shown on the Contract Drawings. Blocks shall be 750 mm x 750 mm x (1500 mm or 750 mm) long chamfered on all sides, provided with shear keys, with a 12 mm clearance around the key, and steel lifting devices.
- .7 Consistency of finish shall be maintained with the use of the same concrete mix (individual blocks shall not contain cold joints) and the same type of form oil for the entire project.
- .8 Non-exposed surfaces shall be of uniform surface finish, roughly screeded with no open pockets or distortions in excess of 12 mm. All exposed surfaces shall have a textured finish conforming to CSA CAN3-A23.4-05 Section 26.2.5 Grade A.
- .9 The Contract Administrator reserves the right to reject concrete blocks based on visual and non-destructive methods.
- .10 The top course of blocks shall be supplied as per the Concrete Drawings, be flat topped (without shear keys at top), and with recessed lifting devices or inserts.
- .11 Any concrete blocks that do not meet the above requirements may be rejected at the discretion of the Contract Administrator and shall be removed at the Contractors expense from the site.

# 2.2 Excavation and Foundation Preparation

- .1 A bench excavation shall be made to sound subgrade for the placing of the retaining structure. The bench shall be excavated to the lines, levels and grades shown on the Contract Drawings.
- .2 If required, adequate dewatering shall be undertaken and maintained at all times to ensure the sides of the excavation remain stable and to prevent excessive weakening of the subgrade.
- .3 If the Contractor encounters unexpected soil/rock conditions during the bench excavation, which may affect the stability of the cut slope, or if difficult soil/rock conditions are encountered which preclude reaching the design depth, the Contract Administrator shall be notified immediately.
- .4 Care shall be taken not to disturb the bottom of the excavation. If the bottom of the excavation is disturbed in material other than rock, the Contractor shall remove and dispose of all disturbed material and shall replace it with material meeting the material, placement and compaction requirements as specified in the Contract Documents.

# 2.3 Levelling Pad

- .1 A minimum 150mm thick granular leveling pad shall be installed below the first layer of blocks as shown on the Contract Drawings. The granular material shall be within 2% of optimum moisture content and shall be compacted to 95% Modified Proctor Density.
- .2 The levelling pad shall be constructed under dry conditions.
- .3 The levelling pad must be reviewed and approved by the geotechnical engineer in the field before wall construction can continue.

# 2.4 Backfill

- .1 Backfill shall be carried out to the neat lines and dimensions shown on the Contract Drawings. Backfill material and placement shall meet the following requirements:
  - a. Clean, Free Draining Backfill
    - i. 50mm minus blast rock with <10 percent passing the 4 mm sieve.
    - ii. Material shall be within 2% of optimum moisture content and shall be compacted to 95% Modified Proctor Density.

# 2.5 Perforated Drain Pipe

.1 A drain pipe shall be installed as shown on the Contract Drawings. The drain shall consist of perforated rigid PVC pipe with a minimum 100 mm diameter and shall be surrounded on the top and sides with at least 150 mm of clear 75 mm minus drain rock.

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The drain pipe and surrounding rock shall be wrapped in a non-woven geotextile such as Nilex 4551 or approved equivalent.

.2 The drain pipe shall be sloped at a minimum gradient of 1% and connected to a positive drainage outlet as shown on the *Contract Drawings*.

# 2.6 Construction Tolerances

- .1 Concrete block elements shall be placed on a graded and compacted base to within the tolerances stated below:
  - a. Vertical and horizontal alignment ± 20 mm in 3000 mm
  - b. Overall vertical tolerance ± 20 mm (measured from top to bottom)
- .2 Component placement shall not vary more than 25 mm in plan or more than 12 mm from grade.

**END OF SECTION 32 32 36S** 

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# Section 33 11 01S Waterworks

# 1.0 GENERAL

# 1.4 Measurement and Payment

.4 Replace Clause 1.8.4 as follows

Payment for the service connection includes all related fittings and appurtenances required to tie in to an existing water kiosk as specified on Detail 2 of Sheet C102 of the Contract Drawings. Payment includes all applicable work described in 1.8.2 of this section.

Measurement for service connections will be for each complete service installed, with no regard to length of service pipe installed.

# 3.0 EXECUTION

# 3.10 Service Connection Installation

.12 Replace Clause 3.10.12 as follows

Cap and place a temporary location marker at a distance of 1 m from the proposed washroom building location as shown on the Contract Drawings. Each marker to consist of 40 x 90 mm stake extending from pipe end at pipe level to 500mm above grade. Mark and paint blue exposed portion of stake with designation "WATER".

**END OF SECTION 33 11 01S** 

WATERFRONT REVITALIZATION – HARBOUR RESTROOM AND SHOWER FACILITIES CIVIL WORKS
REFERENCE NO. 2024-01

SUPPLEMENTARY SPECIFICATION PAGE 1 OF 1

# SECTION 33 34 01S SEWAGE FORCEMAINS

# 1.0 GENERAL

# 1.8 Measurement and Payment

.11 Add new Clause 1.8.11 as follows

Payment for the forcemain service connection includes an inspection chamber and all related fittings and appurtenances required to tie into the main line as specified on Detail 1 of Sheet C102 of the Contract Drawings. Payment includes all applicable work described in 1.6.4 and 1.8.2 of this section.

Measurement for service connections will be for each complete service installed, with no regard to length of service pipe installed.

# 3.0 EXECUTION

# 3.17 Add new Section 3.17 as follows

# **Service Connection Installation**

- .1 Refer to Section 33 30 01 Sanitary Sewers for Service Connection requirements as applicable.
- .2 Cap and place a temporary location marker at a distance of 1 m from the proposed washroom building location as shown on the Contract Drawings. Each marker to consist of 40 x 90 mm stake extending from pipe end at pipe level to 500mm above grade. Mark and paint blue exposed portion of stake with designation "SANITARY".

**END OF SECTION 33 34 01S** 

Waterfront Revitalization – Harbour Restroom and Shower Facilities Civil Works
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SUPPLEMENTARY SPECIFICATION PAGE 1 OF 1

# SECTION 33 44 01S MANHOLES AND CATCHBASINS

# 1.0 GENERAL

# 1.5 Measurement and Payment

.4 Replace Clause 1.5.4 as follows

Payment for removal of existing catch basins, lawn drains, cleanouts, and inspection chambers includes excavation, backfilling, and, where applicable, temporary and permanent paving surface restoration.

The removal of any connected leads as shown on the Contract Drawings or as directed by the Contract Administrator is also to be included in the payment item as shown on the Schedule of Quantities.

**END OF SECTION 33 34 01S**