

Date of Issue: May 25, 2026

INVITATION TO TENDER

ITT No. ENG 26-02

Kinver Street, Swinford Street and Heald Avenue Sidewalk Upgrades

Prepared For:

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THE CORPORATION OF THE TOWNSHIP OF ESQUIMALT

PROJECT TENDER DOCUMENT

TENDER ITT No. ENG 26-02

**KINVER STREET, SWINFORD STREET AND HEALD AVENUE
SIDEWALK UPGRADES**

Table of Contents

Table of Contents TC – Page 1

Invitation to Tenderers INV – Page 1

Instructions to Tenderers: Part I..... IT PART I – Pages 1 to 6

Instructions to Tenderers: Part II(Not Reproduced)

Form of Tender FT – Pages 1 to 4

 Appendix 1 – Schedule of Quantities & Prices 5 to 6

 Appendix 2 – Preliminary Construction Schedule 7

 Appendix 3 – Experience of Superintendent..... 8

 Appendix 4 – Comparable Work Experience 9

 Appendix 5 – Subcontractors 10

Agreement AGT – Pages 1 to 6

 Schedule 1 – Schedule of Contract Documents 5

 Schedule 2 – List of Contract Drawings 6

General Conditions(Not Reproduced)

Specifications(Not Reproduced)

Supplementary General Conditions SGC – Pages 1 to 6

Supplementary Specifications SS – Pages 1 to 9

Appendices

 A – Thurber Soil Characterization Letter

Owner: *The Corporation of the Township of Esquimalt*
(NAME OF OWNER)

Contract: *Kinver Street, Swinford Street and Heald Avenue Sidewalk Upgrades*
(TITLE OF CONTRACT)

Reference No. *ITT No. ENG 26-02*
(OWNER'S CONTRACT REFERENCE NO.)

The Owner invites tenders for: *The construction of concrete curb, gutter and sidewalk along Kinver Street, Swinford Street and Heald Avenue*
(BRIEF DESCRIPTION OF THE WORK)

Digital (PDF) copies of the Contract Documents are available: *Civic Info (www.civicinfo.bc.ca)
BC Bid (www.bcbid.gov.bc.ca)
Township of Esquimalt (<http://www.esquimalt.ca/>)*
(DOCUMENT IS NOT AVAILABLE FOR PICKUP)

Tenders are scheduled to close: ***Tender Closing Time:*** 3:00 p.m. local time

Tender Closing Date: Wednesday June 17th, 2026

Address: Electronic Submissions via email to:
Charles.Davie@esquimalt.ca

Submissions must be emailed as a PDF attachment to the above listed email address. Email submissions could be delayed or rejected by the Township of Esquimalt's email security system. The onus is on the tenderers to make sure the Township receives the email submission.

NAME OF OWNER'S REPRESENTATIVE Charles Davie, Manager of Engineering

	Page
1.0 Introduction.....	2
2.0 Tender Documents	2
3.0 Submission of Tenders	3
4.0 Additional Instructions to Tenderers.....	3

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

Owner: The Corporation of the Township of Esquimalt
(NAME OF OWNER)

Contract: Kinver Street, Swinford Street and Heald Avenue Sidewalk Upgrades
(TITLE OF CONTRACT)

Reference No. ITT No. ENG 26-02
(OWNER'S CONTRACT REFERENCE NO.)

1.0 Introduction

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

Work under this includes, but not limited to, all supervision, construction equipment, labour, material and related items required for construction of concrete curb, gutter and sidewalk along Kinver Street, Swinford Street and Heald Avenue.

(BRIEF DESCRIPTION OF THE WORK)

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

Charles Davie, Manager of Engineering

(NAME AND POSITION OF INDIVIDUAL WHO WILL ANSWER INQUIRIES)

Address: 1229 Esquimalt Road
Esquimalt, BC
V9A 3P1

Phone: Contact via Email

Email: Charles.davie@esquimalt.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 – 2019 Edition." Refer to Schedule 1 to the Agreement or, if not specified in Schedule 1, then the applicable edition shall be the most recent edition as of the date of the *Tender Closing Date*. All sections of this publication are by reference included in the *Contract Documents*.

- 2.3 Any additional information made available to Tenderers prior to the *Tender Closing Time* by the *Owner* or representative of the *Owner*, such as geotechnical reports or as-built plans, which is not expressly included in Schedule 1 or Schedule 2 to the Agreement, is not included in the *Contract Documents*. Such additional information is made available only for the assistance of Tenderers who must make their own judgment about its reliability, accuracy, completeness and relevance to the *Contract*, and neither the *Owner* nor any representative of the *Owner* gives any guarantee or representation that the additional information is reliable, accurate, complete or relevant..

3.0 Submission of Tenders

- 3.1 Tenders must be submitted electronically via email to: Charles.Davie@esquimalt.ca

and must be received on or before:

Tender Closing Time: 3:00 p.m. local time

Tender Closing Date: Wednesday June 17th, 2026

- 3.2 Tender hardcopies will NOT be accepted. File type in email submission must be attached as a PDF.
- 3.3 Email submissions could be delayed or rejected by the Township of Esquimalt's email security system. Tenderers are solely responsible for ensuring the email has been received. Tenderers may request email confirmation of receipt or follow-up with a phone call to Charles Davie at the Township at (250) 414-7147.
- 3.4 Tenderers bid bonds must be either a verifiable e-bond or a scan of the original hard copy bid bond. If a scan of the bid bond is submitted, the Tenderer must deliver the original hard copy to the Township within three (3) business days of the Tender closing.
- 3.5 Tenders will NOT be opened publicly.
- 3.6 Late tenders will not be accepted or considered, and will be returned unopened.

4.0 Additional Instructions to Tenderers

- 4.1 **Addenda:** Addenda, if required, will be posted on BC Bid to amend the Tender documents. It is the sole responsibility of Tenderers to make sure that they are in receipt of all Addenda prior to Tender closing and acknowledge receipt of the Addenda on the Tender Form.
- 4.2 **Questions:** All questions should be received at least seven (7) days prior to the closing time and date.
- 4.3 **Recommended Site Examination:** There is no site meeting scheduled for this project. It is recommended that tenderers familiarize themselves with the site in preparation of their tender submission.
- 4.4 **Business License:** The successful Contractor must possess an inter-municipal or non-resident Business License and will be required to provide evidence of same.
- 4.5 **Accuracy of Information:** The Township makes no representation or warranty, either expressed or implied, with respect to the accuracy or completeness of any information contained in or referred to in the Tender.
- 4.6 **No Claim For Compensation:** No Tenderer shall have any claim for any compensation of any kind whatsoever, as a result of participating in the Tender, and by submitting a tender each Tenderer shall be deemed to have agreed that it has no claim. The Tenderer acknowledges that it has no claim against the Owner or Owners Representative Contract Administrator for damages arising out of the Owner's rejection of its tender or all tenders.
- 4.7 **Cancellation:**
- 4.7.1 The Owner reserves the right to cancel this Tender at any time and for any reason, and will not be responsible for any loss, damage, cost or expense incurred or suffered by any Tenderer as a result of that cancellation.
- 4.7.2 The Owner reserves the right to re-issue this Tender without changes in the event that only one (1) complaint Tender is received, or in the event that all Tenders received exceed the Owner's estimated budget.
- 4.7.3 Notwithstanding any other provision in this Tender, the award of a Contract by the Owner may be subject to the availability of funding and the approval of Council of the Township.

- 4.8 **Freedom of Information (“FOI”):** All Bid Forms become the property of the Township upon submission and will not be returned to the bidders. Bidders must be aware that the Township is a public body subject to the provisions of the Freedom of Information and Protection of Privacy Act. Bid Forms will be held in confidence by the Township, subject to the provisions of the Freedom of Information and Protection of Privacy Act, or unless otherwise required by law.
- 4.9 **Submittals:** The Contractor shall submit, in a form acceptable to the Township, upon acceptance of the tender and prior to receiving Notice to Proceed:
- Completed Prime Contractor Designation Form.
 - A copy of the WorkSafe BC Notice of Project.
 - Detailed work schedule describing each project phase.
 - Traffic Management Plan including a detailed Traffic Control Plan and how it relates to the work schedule.
 - An Environmental Management Plan to address environmental issues related to the construction and how the work will comply with federal, provincial and local regulations and bylaws
- 4.10 **Prime Contractor – Schedule 3:** By submitting a Tender response, the Tenderer agrees to assume all of the responsibilities of a Prime Contractor for Occupational Health and Safety as outlined in the Workers Compensation Act.
- 4.11 **Superintendent:** The *Owner* reserves the right to object to the *Superintendent* listed in the tender. If the *Owner* objects to the *Superintendent*, then the *Owner* will permit a tenderer to, within 5 days, propose a substitute *Superintendent* acceptable to the *Owner* provided that there is no resulting adjustment in the *Tender Price*, or the completion date set out in *Paragraph 2.2* of the *Form of Tender*. A tenderer will not be required to make such a substitution and, if the *Owner* objects to a listed *Superintendent*, the tenderer may, rather than propose a substitute *Superintendent*, consider its tender rejected by the *Owner* and by written notice withdraw its tender. The *Owner* shall, in that event, return the tenderer’s bid security.
- 4.12 **Subcontractor:** The *Owner* reserves the right to object to the *Subcontractor* listed in the tender. If the *Owner* objects to the *Subcontractor*, then the *Owner* will permit a tenderer to, within 5 days, propose a substitute *Subcontractor* acceptable to the *Owner* provided that there is no resulting adjustment in the *Tender Price*, or

the completion date set out in *Paragraph 2.2* of the *Form of Tender*. A tenderer will not be required to make such a substitution and, if the *Owner* objects to a listed *Subcontractor*, the tenderer may, rather than propose a substitute *Subcontractor*, consider its tender rejected by the *Owner* and by written notice withdraw its tender. The *Owner* shall, in that event, return the tenderer's bid security.

- 4.13 **Substantial Performance:** It is the Township's desire to have the work substantially completed by September 4th, 2026.

Owner: *The Corporation of the Township of Esquimalt*
Contract: *Kinver Street, Swinford Street and Heald Avenue Sidewalk Upgrades*
Reference No. *ITT No. ENG 26-02*

(NAME OF OWNER)
(TITLE OF CONTRACT)
(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 September 4th, 2026
(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.
- 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*:
 - .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 all documents as detailed by paragraph 4.9 of the Instructions to Tenderers – Part 1.

WE AGREE:

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

OUR ADDRESS IS AS FOLLOWS:

Phone: _____

Fax: _____

Email: _____

Attention: _____

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

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

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 applicable Taxes, but shall not include GST. GST shall be shown separately).

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

Item	MMCD Item	Description	Unit	Est. Quantity	Unit Price	Amount
DIVISION 1 – GENERAL REQUIREMENTS						
01 10 00S – General Requirements						
1.1	1.2.1S	General Requirements	Lump Sum	1		
1.2	1.2.2S	Bonding and Insurance	Lump Sum	1		
1.3	1.2.3S	Mobilization/Demobilization	Lump Sum	1		
DIVISION 3 – CONCRETE						
03 30 20 – Concrete Walks, Curbs and Gutters						
2.1	1.4.3S	Hand and Machine Formed Curb and Gutter MMCD C4 c/w Granular Base	Lineal Metre	450		
2.2	1.4.5S	Concrete Sidewalk, In-fill strips and Walkways c/w Granular Base (per ToE-SD-C2.1)	Square Metre	750		
2.3	1.4.6S	Concrete Driveway Crossings c/w Granular Base (per ToE-SD-C7.2)	Square Metre	90		
2.4	1.4.7S	Concrete Driveways c/w Granular Base (per ToE-SD-C7.2)	Square Metre	50		
2.5	1.4.8	Adjustment of Existing Catch Basins and Utility Covers	each	20		
DIVISION 31 – EARTHWORK						
31 11 01 -Clearing and Grubbing						
3.1	1.4.1S	Clearing and Grubbing	Lump Sum	1		
31 24 13 – Roadway Excavation, Embankment and Compaction						
3.2	1.8.1S	Common Excavation and Removals	Lump Sum	1		
3.3	1.8.1S	Common Excavation and Removals – Additional Asphalt Removal (Provisional)	Lump Sum	1		
DIVISION 32 – ROAD AND SITE IMPROVEMENTS						
32 01 11 – Pavement Surface Cleaning and Removal of Pavement Markings						
4.1	1.2.3S	Removal of Existing Pavement Markings by Hydro Blasting	Lump Sum	1		

Item	MMCD Item	Description	Unit	Est. Quantity	Unit Price	Amount
32 11 23 - Granular Base						
4.2	1.4.2	Gravel Driveway Restoration c/w 50mm -100mm Thickness of Granular Base	Square Metre	20		
32 12 16 – Hot-Mix Asphalt Concrete Paving						
4.3	1.5.1S	Asphalt Paving (UC#2) c/w Granular Base	Square Metre	250		
4.4	1.5.1S	Additional Asphalt Paving (UC#2) - Pavement Restoration (Provisional)	Square Metre	950		
4.5	1.5.3S	Asphalt Driveways Tie-ins (UC#2) c/w Granular Base	Square Metre	20		
32 17 23 – Painted Pavement Markings						
4.6	1.5.2	Painted Pavement Markings	Lump Sum	1		
4.7	1.5.3	Thermoplastic Pavement Markings	Lump Sum	1		
32 91 21 – Topsoil and Finish Grading						
4.8	1.4.1S	Topsoil and Seeding	Square Metre	350		
DIVISION 34 - TRANSPORTATION						
34 41 13 – Traffic Signals						
5.1	1.9.4S	Relocate existing Sign and/or Post	each	1		
5.2	1.9.4S	Install New Sign and Post	each	8		

TOTAL:

APPENDIX 3

EXPERIENCE OF 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: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT made in duplicate the _____ day of _____, 2026.

CONTRACT: *Kinver Street, Swinford Street and Heald Avenue Sidewalk Upgrades*

BETWEEN: *The Corporation of the Township of Esquimalt*
(the "Owner")

AND:

(NAME AND OFFICE ADDRESS OF THE 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 September 4th, 2026 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*.
- 2.2 The *Contract* supersedes all prior negotiations, representations or agreements, whether written or oral, and the *Contract* may be amended only in strict accordance with the provisions of the *Contract Documents*.
- Article 3 Contract Price**
- 3.1 The price for the *Work* ("*Contract Price*") shall be the sum in Canadian

dollars of the following

- 3.1.1 the product of the actual quantities of the items of *Work* listed in the *Schedule of Quantities and Prices* which are incorporated into or made necessary by the *Work* and the unit prices listed in the *Schedule of Quantities and Prices*; plus
- 3.1.2 all lump sums, if any, as listed in the *Schedule of Quantities and Prices*, for items relating to or incorporated into the *Work*; plus
- 3.1.3 any adjustments, including any payments owing on account of *Changes* and agreed to *Extra Work*, approved in accordance with the provisions of the *Contract Documents*.

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

Article 4 Payment

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

Article 5 Rights and Remedies

- 5.1 The duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 5.2 Except as specifically set out in the *Contract Documents*, no action or failure to act by the *Owner*, *Contract Administrator* or *Contractor* shall constitute a waiver of any of the parties' rights or duties afforded under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach under the *Contract*.

Article 6 Notices

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

The *Owner*:

The Corporation of the Township of Esquimalt
1229 Esquimalt Road
Esquimalt, BC V9A 3P1

Attention: Charles Davie
Email: charles.davie@esquimalt.ca

The *Contract Administrator*:

R.F. Binnie and Associates Ltd.
301-3450 Uptown Blvd
Victoria, BC V8Z 0B9

Attention: Dan Watson
Email: DWatson@binnie.com

The *Contractor*:

Attention: _____

Email: _____

- 6.2 A communication or notice that is addressed as above shall be considered to have been received
- 1.1.1 immediately upon delivery, if delivered by hand; or
 - 1.1.2 immediately upon transmission if sent by email; or
 - 1.1.3 after 5 Days from date of posting if sent by registered mail.
- 6.3 The *Owner* or the *Contractor* may, at any time, change its address by giving written notice to the other. Similarly, if the *Contract Administrator* changes its address for notice then the *Owner* will give or cause to be given written notice to the *Contractor*.
- 6.4 The sender of a notice by fax assumes all risk that the fax is received in hard copy.

Article 7 General

- 7.1 This *Contract* shall be construed according to the laws of British Columbia.
- 7.2 The *Contractor* shall not, without the express written consent of the *Owner*, assign this *Contract*, or any portion of this *Contract*.
- 7.3 The headings included in the *Contract Documents* are for convenience only and do not form part of this *Contract* and will not be used to interpret, define or limit the scope or intent of this *Contract* or any of the provisions of the *Contract Documents*.
- 7.4 A word in the *Contract Documents* in the singular includes the plural and, in each case, vice versa.
- 7.5 This agreement shall ensure the benefit of and be binding upon the parties and their successors, executors, administrators and assigns.

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

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Owner:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Schedule 1

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, Volume II, 2019 edition. The documents noted with "**" are MMCD Supplemental Updates and can be found at www.mmcd.net. All sections of this publication are included in the Contract Documents.

- 8.1 Agreement, including all Schedules;
- 8.2 Supplementary General Conditions;
- 8.3 General Conditions*;
- 8.4 Supplementary Specifications;
 - Supplementary Section 1 General Requirements
 - 01 52 01S Temporary Structures
 - 01 55 00S Traffic Control, Vehicle Access and Parking
 - 01 57 01S Environmental Protection
 - 31 23 17S Concrete Walks, Curbs and Gutters
 - 31 11 01S Clearing and Grubbing
 - 31 24 13S Roadway Excavation, Embankment and Compaction
 - 32 01 11S Pavement Surface Cleaning and Removal of Pavement Markings
 - 32 11 23S Granular Base
 - 32 12 16S Hot Mix Asphalt Concrete Paving
 - 32 91 21S Topsoil and Finish Grading
 - 32 92 20S Seeding
 - 34 41 13S Traffic Signals
- 8.5 MMCD Supplemental Updates (2021-01 TO 2026-24)**;
- 8.6 Specifications*;
- 8.7 Supplementary Standard Detail Drawings;
 - TOE-SD-C2.1 Concrete Sidewalk
 - TOE-SD-C7.1 Typical Driveway Crossing
 - TOE-SD-C7.2 Typical Driveway Crossing Cross Section
 - TOE-SD-C9.2 Single Radial Wheelchair Ramp
 - TOE-SD-C9.3 Single Directional Wheelchair Ramp
 - TOE-SD-C16 Sign Post Sleeve
 - TOE-SD-A11.1 Top Inlet Catch Basin
- 8.8 Standard Detail Drawings*;
- 8.9 Executed Form of Tender, including all Appendices;
- 8.10 Contract Documents listed in Schedule 2 to the Agreement. –“List of

Contract Documents”;

- 8.11 Instructions To Tenderers - Part I;
Instructions to Tenderers – Part II*,
- 8.12 Appendix A – Thurber Soil Characterization Letter
- 8.13 The following Addenda:

(ADDENDA, IF ANY)

SCHEDULE 2

LIST OF CONTRACT DRAWINGS

(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.)

TITLE	DRAWING NO.	DATE	REVISION NO.
Plan - Swinford & Heald Ave. Sidewalk	ENG26-02-C105-1	May 25, 2025	Issued for Tender
Plan - Kinver St. East Sidewalk (1 of 2)	ENG26-02-C105-2	May 25, 2025	Issued for Tender
Plan - Kinver St. East Sidewalk (2 of 2)	ENG26-02-C105-3	May 25, 2025	Issued for Tender
General Notes & Detail Drawings (1 of 2)	ENG26-02-C800-4	May 25, 2025	Issued for Tender
Detail Drawings (2 of 2)	ENG26-02-C800-5	May 25, 2025	Issued for Tender

TABLE OF CONTENTS	Page
1 Definitions	2
2 Documents	2
3 Contract Administrator	2
4 Contractor	3
13 Delays	5
18 Payment	5
20 Laws, Notices, Permits and Fees	6
22 Indemnification	6
24 Insurance	6
25 Maintenance Period	7
26 Early Use of the Work	7

The remainder of the

GENERAL CONDITIONS

are in the

MASTER MUNICIPAL CONSTRUCTION DOCUMENT – 2019 EDITION – VOLUME II

as supplemented by

2019 EDITION SUPPLEMENTAL UPDATES – 2021-01 TO 2026-24

DEFINITIONS 1.0

1.79 **(Add new clause 1.79 as follows)**

"Provisional" means Work for which the requirement is uncertain at the time of tendering, and which can only be carried out with written approval from the Contract Administrator. Line items in the Schedule of Quantities and Prices labelled *Provisional* shall not be subject to clause 1.76.

1.80 **(Add new clause 1.80 as follows)**

"Archaeological Artifacts" means any fossils, artifacts, coins, articles of value or antiquity, remains and other things of geological, archaeological or historical interest or value discovered at the Place of the Work."

1.81 **(Add new clause 1.81 as follows)**

"Utilities" is used broadly and includes but is not limited to any and all lines, poles, structures, facilities, utilities for power, cable, TV, telephone, telecommunications, all sanitary and storm sewers, and all water, oil, gas and electric services, all steam pipes and services, all survey monuments, all street lights, traffic lights, traffic detector loops embedded in pavement, culverts, rail tracks, whether located above or below ground, whether visible or invisible, whether man-made or natural."

DOCUMENTS 2.0

Interpretation 2.2

2.2.4 (5) **(Add new clause 2.2.4 (5) as follows)**

The *Contract Drawings* shall not be used for construction of the *Work* unless issued for construction by the *Contract Administrator*.

CONTRACT ADMINISTRATOR 3.0

Contract Administration 3.3

3.3.5 **(Add new clause 3.3.5 (1) to (6) as follows)**

(1) The *Contract Administrator* will provide the details of at least two control points at the *Place of Work*. The *Contractor* shall perform all detailed layout and shall be responsible for all necessary detailed layout.

(2) The *Contract Administrator* will provide the *Contractor* with a copy of the digital drawing file for the *Contractor* and/or their surveyor to create the layout files to be used for layout to perform the construction of the *Work*.

(3) The *Contractor* shall perform all layout as required from the digital drawing file and shall be responsible for all dimensions and elevations determined from the digital information.

(4) The *Contractor* shall satisfy themselves, before commencing any work, as to the meaning, intent, and accuracy of the information in the digital drawing file as it relates to control points, control lines, benchmarks, and the construction drawings.

(5) Should the *Contractor* discover or suspect any errors in the digital drawing file provided by the *Engineer*, they shall immediately notify the *Contract Administrator*.

(6) The *Contractor* shall be required to maintain a "record" drawing set for the project, with all changes and notes marked in red ink and a "record" digital survey file. This information shall be available to the *Contract Administrator* for review on request, and shall be submitted to the *Contract Administrator* prior to issuing *Substantial Performance*.

CONTRACTOR 4.0

Control of the Work 4.1

4.1.3 (Add new clause 4.1.3 as follows)

No advertising signs or notices will be permitted on-site without written prior approval of the *Owner*.

4.1.4 (Add new clause 4.14 as follows) The *Contractor* shall provide notification five (5) calendar days prior to commencing work in road allowance and obtain the necessary permits required to work within the road allowance. The permit fee will be waived.

Safety 4.2

4.2.2 (Add new clause 4.2.2 as follows)

The *Contractor* shall submit a WorkSafe Notice of Project and WorkSafe Clearance Letter prior to the pre-construction meeting. The *Contractor* is advised that the work area may have operations and/or site conditions that could present a potential hazard to workers and other persons at the *Place of Work*, including, but not limited to:

- (1) Overhead Power Lines
- (2) Traffic over 30 km/hr.

4.2.3 (Add new clause 4.2.3 as follows)

The *Contractor* shall be responsible for safety orientation of all workers entering the *Place of the Work*, including *Owner* and *Contract Administrator* staff.

Protection of Work, Property and the Public 4.3

4.3.7 (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.

4.3.8 (Add new clause 4.3.8 as follows)

The *Contractor's* Work shall be confined to the Owner's premises, including statutory right-of-ways easements and construction permit limits, whenever possible. The *Contractor* shall not enter upon or place materials on other private premises except where shown on the drawings or by written consent of the individual owners of the private property and shall save the *Owner* harmless from all suits and actions of every kind and description that might result from use of private property. The *Contractor* may enter into separate contracts with local individual owners to conduct works to improve driveways, landscaping or other features on the private property. The *Contractor* shall save the *Owner* harmless from all suits or actions of every kind and description that might result from works conducted on private property under separate contract. The *Contract Administrator* will not be responsible or provide any services under any agreements separate from this *Contract*.

4.3.9 (Add new clause 4.3.9 as follows)

The *Contractor* shall confine their 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 their materials. The *Contractor* shall comply with the *Contract Administrator's* 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.

Construction Schedule 4.6

4.6.2 (Amend clause 4.6.2 as follows)

delete: "monthly" and replace with: "weekly"

Superintendent 4.7

4.7.4 (Add new clause 4.7.4 as follows)

The key personnel named in the *Tender* response, shall remain in these key positions throughout the project. In the event that key personnel leave the *Contractor's* firm, or for any unknown reason are unable to continue fulfilling their role, the *Contractor* must propose a suitable replacement, and obtain written consent from the *Owner*. Acceptance of the proposed replacement is at the sole discretion of the *Contract Administrator* and the *Owner*.

Materials 4.9

4.9.3 (Add new clause 4.9.3 as follows)

The *Contractor* must handle and store products in a manner such as to prevent damage, deterioration, and soiling. Material must be stored packaged or bundled products in original and undamaged condition with manufacturer's seals and labels intact, and for materials subject to damage from weather, store in weatherproof enclosures.

Notice of Disruption 4.16

4.16.2 (Add new clause 4.16.2 as follows)

The *Contractor* will be responsible for preparing and distributing public notices. The *Contractor* shall get notices reviewed by the *Contract Administrator* prior to distribution. Notices shall include description of

activity, impact to public, dates, City contact info and Contractor contact info, at a minimum.

4.16.3 (Add new clause 4.16.3 as follows)

The Contractor will provide a notice of the upcoming construction to all affected residents, no later than five (5) Days and no sooner than ten (10) Days prior to the start of construction.

PAYMENT 18.0

Payment 18.5

18.5.1 (Amend clause 18.5.1 as follows)
delete: "15th Day" and replace with: "30th Day"

Substantial Performance 18.6

18.6.7 (Add new clause 18.6.7 as follows)
Upon achieving *Substantial Performance*, the Contractor shall complete the remaining deficiencies in a timely manner unless delayed due to weather or other factors outside of the Contractor's control.

LAWS, NOTICES, PERMITS AND FEES 20.0

Environmental Laws 20.4

20.4.2 (Add new clause 20.4.2 as follows)
The Contractor shall indemnify the Owner for any costs, fines, expenses, and penalties that the Owner is required to pay on account of the Contractor performing Work in breach of any applicable Federal, or Provincial or Municipal environmental laws, regulations, or orders.

INDEMNIFICATION 22.0

Contractor to Indemnify 22.1

22.1.1 (Delete clause 22.1.1 and replace as follows)
The Contractor shall indemnify and hold harmless the Owner, its elected and other officials, officers, employees, agents, servants, representatives, and volunteers from and against any and all liability, loss, claims, demands, legal proceedings and expenses, including but not limited to legal expenses (hereinafter collectively referred to as the "Claims"), when the Claims arise wholly or in part, directly or indirectly, as a result of any wrongful, blameworthy, or negligent acts or omissions, or breach of any terms of this Agreement by the Contractor, the Contractor's officers, directors, employees, sub-contractors, agents, representatives or volunteers in the course of providing services pursuant to this Agreement. This indemnity shall survive the termination, completion, or expiry of this Agreement. Any risk that Claims against the Owner may be made after the termination, completion, or expiry of this Agreement is assumed entirely by the Contractor. Without limiting the foregoing, the Contractor shall indemnify and hold harmless the Owner from and against, and shall pay to the Owner promptly on demand any amount in respect of, any loss or damage to the Owner's property and facilities arising either directly or indirectly as a result of the use of the property or

facilities under the terms of this Agreement. The *Contractor* hereby waives all rights of subrogation or recourse against the *Owner* as a result of the granting of this Agreement or the use of the *Owner's* property or facilities.

22.1.2 (Add clause 22.1.2 as follows)

The *Contractor* shall be obligated to defend the *Owner* and *Contract Administrator* from third party actions defined in 22.1.1

INSURANCE 24.0

Required Insurance 24.1

24.1.7 (Add new clause 24.1.7 as follows)

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

- Corporation of the Township of Esquimalt
- R.F. Binnie and Associates Ltd.

MAINTENANCE PERIOD 25.0

Correction of Defects 25.1

25.1.4 (Add new clause 25.1.4 as follows)

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.

EARLY USE OF THE WORK 26.0

Partial Use a Change 26.2

(Delete clause 26.2)

Effect on Maintenance Period 26.3

(Delete clause 26.3)

SUPPLEMENTARY SPECIFICATIONS

(TO BE READ IN CONJUNCTION WITH THE
"MASTER MUNICIPAL CONSTRUCTION DOCUMENTS – 2019 EDITION"
INCORPORATING SUPPLEMENTAL UPDATES 2021-01 TO 2026-24)

TABLE OF CONTENTS

SUPPLEMENTARY SECTIONS

Supplementary Section 1 General Requirements

DIVISION 01 – GENERAL REQUIREMENTS

- 01 52 01S Temporary Structures
- 01 55 00S Traffic Control, Vehicle Access and Parking
- 01 57 01S Environmental Protection

DIVISION 3 – CONCRETE

- 03 30 20 Concrete Walks, Curbs and Gutters

DIVISION 31 – EARTHWORK

- 31 11 01S Clearing and Grubbing
- 31 24 13S Roadway Excavation, Embankment and Compaction

DIVISION 32 – ROAD AND SITE IMPROVEMENTS

- 32 01 11S Pavement Surface Cleaning and Removal of Pavement Markings
- 32 11 23S Granular Base
- 32 17 23S Painted Pavement Markings
- 32 26 16S Hot-Mix Asphalt Concrete Paving
- 32 91 21S Topsoil and Finish Grading
- 32 92 20S Seeding

DIVISION 34 – TRANSPORTATION

- 34 41 13S Traffic Signals

		General Requirements	Supplementary Section 1
1.0	<u>GENERAL</u>	.1	<u>Supplementary Section 1</u> addresses general requirements for completion of the project not captured under other sections. This Section must be referenced to and interpreted simultaneously with all other sections pertinent to the <u>Work</u> described herein.
1.1	<u>Related Work</u>	.1	Project Record Documents <u>Section 01.33.01</u>
		.2	Temporary Facilities <u>Section 01.53.01</u>
		.3	Traffic Control, Vehicle Access and Parking <u>Section 01.55.00</u>
		.4	Environmental Protection <u>Section 01.57.01</u>
1.2	<u>Measurement and Payment</u>	.1	<u>Payment</u> for the general requirements will be made at the lump sum price shown. This price will include all relevant <u>Work</u> described under Division 01 – General Requirements, including Project Record Documents, Temporary Facilities, Traffic Control, and Environmental Protection. The <u>Payment</u> will be made on a percentage basis with equal <u>Payment</u> made each progress <u>Payment</u> . The amount of each monthly <u>Payment</u> will be the total amount of the lump sum price divided by the listed <u>Construction Schedule</u> in months.
		.2	<u>Payment</u> for bonding and insurance will be made at the lump sum price shown. This item shall include all costs for bonding and insurance for the complete <u>Contract</u> . <u>Payment</u> will be made on the first progress <u>Payment</u> subsequent to submission of Bonding and Insurance coverage. The lump sum price for this item shall not exceed 2% of the total <u>Tender Price</u> .
		.3	<u>Payment</u> for mobilization and demobilization will be made at the lump sum price shown. Fifty percent (50%) of the lump sum price will be paid on the first progress <u>Payment</u> due after the <u>Contractor</u> has established the operation and facilities specified. The remaining 50% will be paid upon completion of the <u>Contract</u> and removal of equipment and cleanup of the <u>Work</u> areas to the satisfaction of the <u>Contract Administrator</u> . The lump sum price for this item shall not exceed 10% of the total <u>Tender Price</u> .
		.4	Notwithstanding any other provision in the Contract Documents, any labour, materials, equipment, and Work required to complete the Work in accordance with the Contract Documents, but not expressly measured for payment under a separate item in the Schedule of Quantities and Prices, shall be considered incidental and included in the tendered unit or lump sum prices. No separate

payment will be made for such Work.

- .5 All work necessary to complete the Work in accordance with the Contract Documents shall be included in the tendered unit prices and lump sum prices, whether or not such work is explicitly identified as a separate payment item in the Schedule of Quantities and Prices. No separate payment will be made for such work.
- .6 All survey, layout, staking, verification of elevations and alignments, and preparation of record information shall be considered incidental to the Work and included in the tendered prices. No separate payment will be made.
- .7 Payment for Provisional items will only be made when the Work is authorized in writing by the Contract Administrator. If not authorized, no payment will be made for such items.

2.0 PRODUCTS

NOT USED

3.0 EXECUTION

NOT USED

Temporary Structures

Section 01 52 01S

1.0 GENERAL

1.6 Measurement and Payment

- 1.6.1 *(delete and replace with):* Payment for all Work performed under this Section will be included in Payment for General Requirements.

Traffic Control, Vehicle Access and Parking

Section 01 55 00S

1.0 GENERAL

- 1.0.6 *(delete and replace with):* Prepare a Category 1 Traffic Management Plan to MOTT: Traffic Management Manual for Work on Roadways (latest edition) standard to be submitted to The Township for acceptance prior to work commencing. Traffic control must comply with the WorkSafe BC's requirements.

Submit a Traffic Management Plan to the Owner and Contract Administrator for review prior to the pre-construction meeting.

The Contractor may close existing travel lanes to a minimum of one lane to facilitate construction of the Works. Localized block-to-block road closures are acceptable for this project but full corridor closures from Lyall St. to Hadfield Rd. are not permitted.

Provisions for pedestrians and cyclists are to be maintained at all times. Pedestrian access to remain open at all times, except where permitted by Township of Esquimalt as part of Traffic Management Plan. Contractor shall provide wheelchair accessible access at all times with applicable traffic

control devices and appropriate hard packed non-slip surface.

The Traffic Management Plan must be approved in writing by the Owner prior to closure of any Public roadway, or private access. Access for emergency vehicles is to be maintained at all times.

The Traffic Management Plan shall include proposed laydown areas for equipment, materials and stockpiles. Laydown areas shall be confined to particular areas of the site and not spread across the entire site. Approved laydown areas identified in the Traffic Management Plan shall be identified on site for field staff.

- 1.5 Measurement and Payment**
- 1.5.1 *(delete and replace with)* Payment for all Work performed under this Section will be included in Payment for General Requirements.
- 1.5.2 *(add)* All costs associated with traffic management, including preparation, submission, revision, and implementation of the Traffic Management Plan; supply, installation, maintenance, and removal of all traffic control devices; provision of pedestrian and cyclist access; staging constraints; and compliance with all regulatory requirements shall be included in the General Requirements lump sum. No additional payment will be made.

Environmental Protection

Section 01 57 01S

1.0 GENERAL

- 1.0.3 *(add)* Prepare an Environmental Protection Plan and submit to the Owner and Contract Administrator for review prior to the pre-construction meeting.

The plan shall indicate how the Contractor plans to control sediment discharges from the project and what measures will be put in place to prevent damage to aquatic habitat located downstream. The plan should also include the proposed methodology to minimize any other potential impacts on the surrounding environment.

This plan shall contain, at a minimum, items addressing the following issues:

- a) Details relating to dust control and removal from roads.
- b) The expected hours of operation and noise control measures.
- c) An outline of a spill containment procedure, complete with spill kit details, and planned reporting procedures.
- d) The proposed locations of stockpiled material and methods designated to protect any stockpiled material.
- e) The details relating to the use of concrete to ensure that it is used in an environmentally benign manner.
- f) The methods used to control silt and sediment runoff, including steps taken to prevent the release of any deleterious material from entering any natural watercourse or body.
- g) The methods used to control chlorinated water from entering any

- natural watercourse or body.
- h) An acknowledgement that all waste will be disposed of in accordance with applicable regulations.
 - i) An outline of materials expected to be removed from the Work area, and the location of the intended disposal site(s).

- 1.6 Measurement and Payment** 1.6.1 *(delete and replace with)* Payment for all Work performed under this Section will be included in Payment for General Requirements.

Concrete Walks, Curbs and Gutters

Section 03 30 20S

1.0 GENERAL

1.4 Measurement and Payment

- 1.4.2 *(delete in its entirety)*
- 1.4.3 *(delete and replace with)* "Payment for hand formed or machine placed concrete curbs and gutters includes the supply and placing of concrete curbs and gutters and granular base."
- 1.4.4 *(delete in its entirety)*
- 1.4.5 *(delete and replace with)* "Payment for infill concrete sidewalks, and ramps includes the supply and placing of concrete and granular base and will be made separately for each specified type as shown on the contract drawings. Payment also includes the supply and placing of welded mesh sidewalk reinforcement within tree canopies (min 3.0m sidewalk length per tree)."
- 1.4.6 *(revise)* "Standard Detail Drawing C7" *(to read)* "Township of Esquimalt Standard Detail Drawing TOE-SD-C7.2"
- 1.4.7 *(delete and replace with)* "Payment for concrete driveways includes the supply and placing of concrete and granular base. Thickness of concrete to match the existing concrete or a minimum of 150mm"
- 1.4.10 *(add)* Payment for all Work required under Article 1.5 Inspection and Testing, including sampling, field testing, reporting, specimen supply/handling/storage/protection, and collection, is incidental to the concrete Work and shall include all costs in the applicable unit prices for concrete Works. No separate payment will be made.

1.5 Inspection and Testing

- 1.5.2 *(add)* Concrete Sampling and Field Testing:
- (a) Concrete sampling and field testing shall be carried out on site for each concrete placement operation. Sampling shall be taken upon arrival on site, preferably approximately 10 minutes after the start of discharge (or as close as practicable where discharge duration is shorter).
 - (b) Field testing shall include, at minimum:

- (i) Temperature;
- (ii) Slump:
 - 80–90 mm for curbs and gutters; and
 - 90–110 mm for sidewalks and ramps;
- (iii) Air entrainment: 4–7% only.

(c) The Contractor shall retain a qualified independent testing agency to perform sampling and testing and provide test results to the Contract Administrator.

1.5.3 *(add)* Test Specimens (Cubes) – On-Site Storage & Collection:

(a) Cube samples taken from the project shall be stored on site, near the poured area, so that specimens experience similar ambient conditions as the placed concrete.

(b) Specimens shall be protected from disturbance and damage, and shall be clearly labelled to identify location, date/time of placement, and concrete element.

(c) Specimens shall be collected only on the date of testing by the testing agency.

3.0 EXECUTION

3.19 *(add)* Placing, Consolidation, And Field Testing

3.19.1 Vibratory Screed / Equivalent:

(a) The Contractor shall use a vibratory screed or approved equivalent for placing and finishing concrete for sidewalks, driveways, crossings, ramps, curbs and gutters.

(b) “Approved equivalent” means a mechanical screed/finishing system that achieves uniform consolidation and finish to the lines, grades, and tolerances specified, without reliance on over-vibration or the addition of water to improve workability.

3.19.2 Use of Vibrators (Dwell Time Limit):

(a) Where internal vibration is used for consolidation, the Contractor shall apply the vibrator so that it is not applied for more than 2 seconds in the same location.

(b) The Contractor shall move the vibrator systematically to achieve consolidation without segregation, and without using vibration to “push” or “flow” concrete along forms. Vibrator operation shall otherwise be in accordance with recognised industry practice and manufacturer’s instructions.

3.19.3 Addition of Water Prohibited (Except by Written Permission):

(a) The Contractor shall not add water to the concrete on site or at any time after batching, including for the purpose of adjusting slump or workability.

(b) Exception: Water may only be added where the Contractor’s retained geotechnical professional provides a written recommendation and the Contract Administrator provides written permission prior to any water being added. Any permitted water addition shall be recorded on the delivery

ticket and retained as a project record.

Clearing and Grubbing

Section 31 11 01S

GENERAL

- 1.4 Measurement and Payment**
- 1.4.1 *(delete and replace with)* Payment for all clearing and grubbing items includes the removal and disposal of all branches, stumps, timber, shrubs, bushes, small trees, and other vegetation remains, sod and topsoil in order to facilitate the Work and any item designated on the Contract Drawings.
- 1.4.2 *(delete in its entirety)*

Roadway Excavation, Embankment and Compaction

Section 31 24 13S

GENERAL

- 1.8 Measurement and Payment**
- 1.8.1 *(delete all payment clauses and replace with)* Payment for Common Excavation and Removals shall include all sawcutting, breaking, removal, handling, hauling, and disposal of existing asphalt, concrete, curbs, gutters, sidewalks, driveways, and road base materials required to complete the Work, regardless of thickness or extent, unless otherwise specified. No separate payment will be made.
- 1.8.2 *(delete in its entirety)*

Pavement Surface Cleaning and Removal of Pavement Markings

Section 32 01 11S

1.0 GENERAL

- 1.2 Measurement and Payment**
- 1.2.3 *(delete and replace with)* Payment for removal of pavement markings will be made as a lump sum for the complete removal of all permanent pavement markings within the areas shown on the Contract Drawings. Removal shall be carried out by hydro blasting. The Contractor shall confirm the removal of all pavement markings to the satisfaction of the Contract Administrator prior to the commencement of removal.

Granular Base

Section 32 11 23S

1.0 GENERAL

- 1.4 Measurement and Payment**
- 1.4.1 *(delete and replace with)* Granular base for sidewalk, walkway and concrete curb and gutters is included in payment under Section 03 30 20 - Concrete Walks, Curbs and Gutters. Measurement for granular base of variable compacted thickness between 100mm and 150mm

will be for actual compacted area placed as approved by the Contract Administrator.

- 1.4.6 *(add)* Except where expressly identified as a separate payment item in the Schedule of Quantities and Prices, all granular base required for concrete works, asphalt works, utility adjustments, and restoration shall be considered incidental to those items and no separate payment will be made.

Painted Pavement Markings

Section 32 17 23S

1.0 GENERAL

1.5 Measurement and Payment

- 1.5.1 *(delete and replace with)* Payment for temporary pavement markings is considered incidental to the Work.
- 1.5.2 *(add the following sentence)*. Permanent painted pavement markings shall be placed within 72 hours of final paving.
- 1.5.3 *(add the following sentence)*. Permanent thermoplastic pavement markings shall be placed within 5 days of final paving.

3.3 Application

- 3.3.5 *(delete and replace with)* All temporary markings are to be removed immediately following installation of the permanent markings

Hot Mix Asphalt Concrete Paving

Section 32 12 16S

1.0 GENERAL

1.5 Measurement and Payment

- 1.5.1 *(delete 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 and surface features affected, taped temporary pavement markings, granular base preparation, sawcutting, tack coating of mating faces, application of prime coat if necessary, and all Work incidental thereto.

Measurement for asphaltic concrete paving for the specified design thickness and will be for asphalt concrete incorporated into Work based on the actual area paved.

All sawcutting, trimming, edge preparation, and matching to existing pavement surfaces required to complete asphalt works and tie-ins shall be considered incidental to the asphalt paving items unless otherwise specified.

- 1.5.3 *(add the following sentence)* For driveways, payment also includes the supply, placement, and compaction of 50–100mm of granular base beneath the asphaltic concrete.

1.5.7 *(delete in its entirety)*

1.5.8 *(delete and replace with)* Payment for pavement restoration includes all Work under Section 31 23 01 – Excavating, Trenching and Backfilling – 3.6.7, and includes saw cutting edges of pavement.

3.0 EXECUTION

3.3 Preparation

3.3.4 *(add the following sentence)* Final pavement sawcuts will have a square edge, and shall not be completed using a wheel cutter.

Topsoil and Finish Grading

Section 32 91 21S

1.0 GENERAL

1.4 Measurement for Payment

1.4.1 *(delete and replace with):* Payment for growing medium, imported topsoil and seeding will be made separately for each type of growing medium and imported topsoil specified, and includes supply of materials, on-site handling, placement to thickness specified, application of fertilizer, finished grading and seeding. Payment for growing medium and topsoil will be made by actual area placed and compacted by landscape roller to the specified thickness as approved by the Contract Administrator

Seeding

Section 32 92 20S

1.0 GENERAL

1.8 Measurement and Payment

1.8.1 *(delete and replace with)* Seeding is included in payment under Section 32 91 21 – Topsoil and Finish Grading

Traffic Signals

Section 34 41 13S

1.0 GENERAL

1.9 Measurement and Payment

1.9.4 *(add)* Payment for supply, relocation, and installation of traffic signs, sign posts, bases, and sleeves and shall be accepted as full compensation for everything furnished and done will be made per each as shown on the Contract Drawings.

[END OF SUPPLEMENTARY SPECIFICATIONS]

Appendix A

Thurber Soil Characterization Letter