

INVITATION TO TENDER

ITT NO. ENG 25-04

Uganda Pump Station Upgrades

DATE OF ISSUE: July 25, 2025

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PRICE	UGANDA PUMP STATION UPGRADES	INVITATION TO TENDERERS
CONTRACT	INVITATION TO TENDERERS	PAGE 1 OF 1

Owner:	THE CORPORATION OF THE TOWNSHIP OF ESQUIMALT
	(NAME OF OWNER)
Contract:	Uganda Pump Station Upgrades
	(TITLE OF CONTRACT)
Reference No.:	ENG 25-04
	(OWNER'S CONTRACT REFERENCE NO.)
The Owner invites tenders for:	The supply of labour, materials, and equipment for civil, process mechanical, structural and electrical upgrades to the Uganda sanitary pump station. The work includes modifications to the dry well, pumps, piping, valves and fittings, new hatches, VFDs, and new electrical kiosk. Optional work includes for a new generator.
	(BRIEF DESCRIPTION OF THE WORK)
Digital (pdf) copies of the Contract Documents are available for no charge:	Civic Info (www.civicinfo.bc.ca) BC Bid (www.bcbid.gov.bc.ca) Township of Esquimalt (www.Esquimalt.ca)
	(ADDRESS WHERE CONTRACT DOCUMENTS CAN BE VIEWED)
Tenders are scheduled to close:	
	<u>Tender Closing</u>
	<u>Time:</u> 2:00 PM local time
	<u>Tender Closing</u>
	<u>Date:</u> August 22, 2025
	<u>Address:</u> ELECTRONIC SUBMISSIONS VIA EMAIL TO
	pearl.barnard@esquimalt.ca
	(ADDRESS WHERE TENDERS MUST BE SUBMITTED)
	Submissions must be emailed as a pdf attachment to the above listed email address.
	Please note: 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
	Contact via email
	(PHONE)
	charles.davie@esquimalt.ca
	(E-MAIL)

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

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

Owner: CORPORATION OF THE TOWNSHIP OF ESQUIMALT
(NAME OF OWNER)

Contract: Uganda Pump Station Upgrades
(TITLE OF CONTRACT)

Reference No. ENG 25-04
(OWNER’S CONTRACT REFERENCE NO.)

1.0 Introduction

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

The supply of labour, materials, and equipment for civil, process mechanical, structural and electrical upgrades to the Uganda sanitary pump station. The work includes modifications to the dry well, pumps, piping, valves and fittings, new hatches, VFDs, and new electrical kiosk. Optional work includes for a new generator.

(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”. 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:
pearl.barnard@esquimalt.ca

(EMAIL)

on or before:

Tender Closing Time:

2:00PM local time

Tender Closing Date:

August 22, 2025

Tender hardcopies will **NOT** be accepted. File type in email submission must be attached as a pdf.

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 on or before the date and time listed above.

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

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PRICE	UGANDA PUMP STATION UPGRADES	INSTRUCTIONS TO TENDERERS
CONTRACT	INSTRUCTIONS TO TENDERERS	PAGE 3 OF 4

4.0 Additional Instructions to Tenderers

- 4.1 **Evaluation Criteria:** The Township will base its evaluation of tender submissions on price.
- 4.2 **Substantial Performance Date:** The Township requires all *Contract* work be completed by **March 2, 2026**. The Township requires that the new pumps, piping, fittings are installed and running off the existing starters by **December 1, 2025**, with the remaining work to be completed by the substantial date above.
- 4.3 **Prime Contractor:** For the purpose of the Contract, the successful Bidder shall be deemed to be the “Prime Contractor” as defined under the regulations of the Worker’s Compensation Act. The successful Bidder shall be responsible for meeting all requirements associated with this role.
- 4.4 **Subcontractor:** The Township reserves the right to object to any of the subcontractors listed in the Tender. If the Township objects to a listed subcontractor(s) then the Township will permit a Bidder to, within five (5) days, propose a substitute subcontractor(s) acceptable to the Township provided that there is no resulting adjustment in the Tender cost or completion date set out in the Form of Tender.
- 4.5 **Financial Security:** Failure to provide financial security (as described in 5.2.1 of IT-Part II) with your tender submission, will result in your tender being deemed incomplete and therefore will not be considered.
- 4.6 **Funding:** Proceeding with an award of this tender may be subject to available funding.
- 4.7 **Cancellation:** The Township 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 and Tenderer as a result of that cancellation.
- 4.8 **Notice of Project:** The Contractor shall submit to WorkSafe BC a completed Notice of Project, providing a copy to the Township.

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CONTRACT	INSTRUCTIONS TO TENDERERS	PAGE 4 OF 4

- 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:
- A completed Prime Contractor Designation Form.
 - A copy of the WorkSafe BC Notice of Project.
 - A detailed work schedule describing each phase of the project (i.e. supply, installation, layout, pre-locates etc.).
 - A Traffic Management Plan including a detailed Traffic Control Plan and how it relates to the detailed 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 **Addenda:** Any and all addenda to this Tender will be posted on BC Bid. It is the sole responsibility of the tenderer to make sure that they are in receipt of all addenda prior to the closing date and acknowledge receipt of the addenda on the Tender Form.
- 4.11 **Freedom of Information:** The Township is subject to the provisions of the Freedom of Information and Protection of Privacy Act. As a result, while Section 21 of the Act does offer some protection for third party business interests, The Township cannot guarantee that any information provided to The Township can be held in confidence.
- 4.12 **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.
- 4.13 **Responsibility of Tenderers:** Each tenderer is responsible for informing themselves as to the contents and requirement of this tender.
- Each tenderer is solely responsible to ensure that they have obtained and considered all information necessary to understand the requirements of the tender and to prepare and submit their tender.
- The Township will not be responsible for any loss, damage or expense incurred by a tenderer as a result of any inaccuracy or incompleteness in this tender, or as a result of any misunderstanding or misinterpretation of the terms of the tender on the part of any tenderer.
- 4.14 **Construction sequence:** Tenderers are referred to supplemental specifications for sequencing requirements related to layout and installation of pre-cast concrete barriers and bollards. Refer to sections 01 10 00SS, 03 40 01, 32 31 13 for details.

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

Owner: CORPORATION OF THE TOWNSHIP OF ESQUIMALT
(NAME OF OWNER)

Contract: Uganda Pump Station Upgrades
(TITLE OF CONTRACT)

Reference No. ENG 25-04
(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.

**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
____ 2nd March 2026 _____; and
(WORK DURATION OR DATE)

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

UNIT PRICE CONTRACT	ENG 25-04 UGANDA PUMP STATION UPGRADES FORM OF TENDER	FORM OF TENDER PAGE 2 OF 10
	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> .	
WE CONFIRM:	3.1	that we understand and agree that the quantities as listed in the <i>Schedule of Quantities and Prices</i> 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 <i>Bid Security</i> 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 <i>Owner</i> for a period of <u>60</u> calendar days from the day following the <i>Tender Closing Date and Time</i> , even if the tender of another tenderer is accepted by the <i>Owner</i> . If within this period the <i>Owner</i> delivers a written notice (“ <i>Notice of Award</i> ”) by which the <i>Owner</i> accepts our tender we will:
	5.1.1	within 15 <i>Days</i> of receipt of the written <i>Notice of Award</i> deliver to the <i>Owner</i> :
	.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;
	.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 4.6 of the Instructions to Tenderers – Part I.
	5.1.2	within 2 <i>Days</i> of the <i>Notice to Proceed</i> , commence work; and
	5.1.3	sign the Contract Documents as required by GC 2.1.2.

WE AGREE:

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

Email: _____

Attention: _____

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

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

UNIT PRICE CONTRACT	ENG 25-04 UGANDA PUMP STATION UPGRADES FORM OF TENDER	FORM OF TENDER PAGE 4 OF 10
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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.)

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

**TOE ESQUIMALT ROAD – ACTIVE TRANSPORTATION IMPROVEMENTS & UNDERGROUND UTILITY
RENEWALS**

TENDER SUMMARY SHEET

Uganda Pump Station Upgrades		AMOUNT
1.0	Uganda Pump Station Upgrades	
	1.0 SUBTOTAL TENDER PRICE	_____
	GST @ 5%	_____
	1.0 TENDER PRICE plus GST	_____

UGANDA PUMP STATION UPGRADES

ITEM	SSMP REF.	DESCRIPTION	Unit	Est. Qty.	Unit Price	Amount
DIVISION 1 - GENERAL REQUIREMENTS						
0110 00SS - General Requirements						
1.1	1.2S	Survey Layout, Quantity Survey, Volume Calculations and Record Survey	Lump Sum	1		
1.2	1.3S	Concrete cutting, removal and disposal	Lump Sum	1		
1.3	1.4S	Electrical/Communication Duct/Cabling	LM	55		
1.4	1.5S	Electrical Kiosk	Lump Sum	1		
1.5	1.6S	Pumps - including base	Each	2		
1.6	1.7S	Piping, Supports, and Fittings	Lump Sum	1		
1.7	1.8S	Plug Valves	Lump Sum	6		
1.8	1.9S	Check Valves	Each	2		
1.9	1.10S	OPTIONAL Flow Meter	Each	1		
1.10	1.11S	Hatches	Lump Sum	1		
1.11	1.12S	Ladder	Lump Sum	1		
1.12	1.13S	Vent	Lump Sum	1		
1.13	1.14S	OPTIONAL Generator	Lump Sum	1		
0152 01 - Temporary Structures						
1.14	1.6.2S	Mobilization/Demobilization	Lump Sum	1		
1.15	1.6.3S	Contaminated Soil Testing	Lump Sum	1		
0153 01 - Temporary Facilities						
1.16	1.11S	Temporary Utility Pole Support	Lump Sum	1		
1.17	1.12S	Bypass pumping	Lump Sum	1		
0155 00 - Traffic Control, Vehicle Access and Parking						
1.18	1.5.1	Traffic Management Plan	Lump Sum	1		
1.19	1.5.2S	Traffic Control, Vehicle Access and Parking	Lump Sum	1		
DIVISION 3 - CONCRETE						
03 30 53 - Cast-In-Place Concrete						
2.1	1.52S	Concrete Generator Slab Supply and install 300mm thick reinforced concrete slab including subgrade preparation and granular base. Excludes specified reinforcement.	Lump Sum	1		
2.2	1.56S	Concrete Generator Slab - Reinforcement Reinforcing steel as specified.	Lump Sum	1		

ITEM	SSMP REF.	DESCRIPTION	Unit	Est. Qty.	Unit Price	Amount
DIVISION 31 - EARTHWORK						
31 11 01 - Clearing and Grubbing						
3.1	1.4.1S	Clearing and Grubbing	Square Metre	120		
DIVISION 32 - ROAD AND SITE IMPROVEMENTS						
32 11 23 - Granular Base						
4.1	1.4.1S	19mm Minus Granular Base - Driveway 100mm thickness	Lump Sum	1		
32 13 13 - Portland Cement Concrete Paving						
4.3	1.5S	Concrete Driveway Paving Reinstate per existing thickness	Lump Sum	1		
32 31 13 - Chain Link Fences & Gates						
4.4	1.5.5S	Bollards Supply and Install	Each	5		
32 91 21 - Topsoil and Finish Grading						
4.5	1.4.1S	Boulevard Planting Media (Varying Thickness)	Lump Sum	1		
4.6	1.4.1S	Boulevard Topsoil (150mm Thickness)	Square Metres	5		
32 92 20 - Seeding						
4.7	1.8.1S	Seeding	Square Metres	5		

[illegible]

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: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

[illegible]

(SEE PARAGRAPH 5.3.5 OF THE INSTRUCTIONS TO TENDERERS – PART II)

[illegible]

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

BETWEEN *OWNER* AND *CONTRACTOR*

This agreement made in duplicate this

_____ day of _____, 20_____.

Contract: **Uganda Pump Station Upgrades**
(TITLE OF CONTRACT)

Reference No.: **ENG 25-04**
(OWNER'S CONTRACT REFERENCE NO.)

BETWEEN:

The Corporation of the Township of Esquimalt

(NAME OF OWNER)

(the "*Owner*")

AND:

(NAME AND OFFICE ADDRESS OF CONTRACTOR)

(the "*Contractor*")

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

- | | | | |
|------------------|--|------------|--|
| Article 1 | The Work Start / Completion Dates | 1.1 | The <i>Contractor</i> will perform all <i>Work</i> and provide all labour, equipment and material and do all things strictly as required by the <u><i>Contract Documents</i></u> . |
| | | 1.2 | The <i>Contractor</i> will commence the <i>Work</i> in accordance with the <u><i>Notice to Proceed</i></u> . The <i>Contractor</i> will proceed with the <i>Work</i> diligently, will perform the <i>Work</i> generally in accordance with the construction schedules as required by the <u><i>Contract Documents</i></u> and will achieve <u><i>Substantial Performance</i></u> of the <i>Work</i> on or before <u>March 2, 2026</u>
(INSERT DATE OF SUBSTANTIAL PERFORMANCE) |

subject to the provisions of the Contract Documents for adjustments to the Contract Time.

Article 2 Contract Documents

- 1.3 Time shall be of the essence of the *Contract*.
- 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:
 - a) 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
 - b) all lump sums, if any, as listed in the Schedule of Quantities and Prices, for items relating to or incorporated into the *Work*; plus
 - c) any adjustments, including any payments owing on account of *Changes* and agreed to Extra Work, approved in accordance with the provisions of the Contract Documents.
- 3.2 The Contract Price shall be the entire compensation owing to the *Contractor* for the *Work* and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the *Work*.

Article 4 Payment

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

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

Article 5 Rights and Remedies

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

Article 6 Notices

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

The *Owner*:

Corporation of The Township of Esquimalt

1229 Esquimalt Road

Esquimalt, BC V9A 3P1

Email: charles.davie@esquimalt.ca

Attention: Charles Davie

The *Contractor*:

Email: _____

Attention: _____

The Contract Administrator:

McElhanney Ltd

Suite 500- 39060 Quadra Street

Victoria, BC V8X 4A3

Email: mhahn@mcelhanney.com

Attention: Mitchell Hahn

- 6.2 A communication or notice that is addressed as above shall be considered to have been received
- a) immediately upon delivery, if delivered by hand; or
 - b) immediately upon transmission if sent by fax and received in hard copy; or
 - c) after 5 *Days* from date of posting if sent by registered mail.
- 6.3 The *Owner* or the *Contractor* may, at any time, change its address for notice by giving written notice to the other at the address then applicable. Similarly, if the Contract Administrator changes its address for notice, then the *Owner* will give or cause to be given written notice to the *Contractor*.
- 6.4 The sender of a notice by fax assumes all risk that the fax is received in hard copy.
- Article 7 General**
- 7.1 This *Contract* shall be construed according to the laws of British Columbia.
- 7.2 The *Contractor* shall not, without the express written consent of the *Owner*, assign this *Contract*, or any portion of this *Contract*.
- 7.3 The headings included in the Contract Documents are for convenience only and do not form part of this *Contract* and will not be used to interpret, define or limit the scope or intent of this *Contract* or any of the provisions of the Contract Documents.
- 7.4 A word in the Contract Documents in the singular includes the plural and, in each case, vice versa.
- 7.5 This agreement shall ensure to the benefit of and be binding upon the parties and their successors, executors, administrators and assigns.

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

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Owner:

THE CORPORATION OF THE TOWNSHIP OF ESQUIMALT
(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

(INCLUDE IN LIST ALL DOCUMENTS INCLUDING, IF ANY, SUPPLEMENTARY GENERAL CONDITIONS,

SUPPLEMENTARY SPECIFICATIONS, SUPPLEMENTARY STANDARD DETAIL DRAWINGS.)

SCHEDULE 1 – SCHEDULE OF CONTRACT DOCUMENTS

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

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

1. Agreement, including all Schedules;
2. Supplementary General Conditions;
3. General Conditions*;
4. Supplementary Standard Detail Drawings;
5. Supplementary Specifications;
6. Specifications*;
7. Standard Detail Drawings*;
8. Executed Form of Tender, including all Appendices;
9. Contract Drawings listed in Schedule 2 to the Agreement – “List of Contract Drawings”;
10. Instructions To Tenderers – Part I;
11. Instructions to Tenderers – Part II*;
12. The following Addenda:

(ADDENDA, IF ANY)

(COMPLETE LISTING OF ALL DRAWINGS, PLANS AND SKETCHES WHICH ARE TO FORM A PART OF THE CONTRACT, OTHER THAN STANDARD DETAIL DRAWINGS AND SUPPLEMENTARY STANDARD DETAIL DRAWINGS.)

SCHEDULE 2 – LIST OF CONTRACT DRAWINGS

Uganda Pump Station		
SHEET NO.	DRAWING TITLE	DRAWING DESCRIPTION
C-000	COVER PAGE	COVER
C-001	CIVIL	GENERAL NOTES & LEGEND
C-101	CIVIL	UGANDA LS SITE PLAN
E-001	ELECTRICAL	SYMBOLS & DRAWING INDEX
E-002	ELECTRICAL	ELECTRICAL SITE PLAN
E-003	ELECTRICAL	SINGLE LINE DIAGRAM
E-004	ELECTRICAL	KIOSK ELEVATIONS
E-005	ELECTRICAL	GENERATOR & KIOSK DETAILS
E-900	ELECTRICAL	SPECIFICATIONS
P-100	PROCESS	SCHEMATIC
P-101	PROCESS	PIPE PLAN AND PROFILE
S-000	STRUCTURAL	SPECIFICATIONS
S-001	STRUCTURAL	SPECIFICATIONS
S-100	STRUCTURAL	PLANS
S-300	STRUCTURAL	SECTIONS
S-500	STRUCTURAL	DETAILS
S-501	STRUCTURAL	EQUIPMENT SLAB DETAILS

The above drawings are supplemented by the below listed standard detail drawings included with the specifications as follows:

SUPPLEMENTAL DETAIL DRAWINGS	
Drawing Number	Title
R-7301	RELIANCE FOUNDARY BOLLARD COVER

MMCD Supplementary Specifications and requirements are supplemental to the “Master Municipal Construction Documents – General Conditions, Specifications and Standard Detail Drawings”.

In cases of conflict, the order of precedence for specifications and standards is as per the Supplementary General Conditions, Section 2.2.4, Document Hierarchy.

ToE – SUPPLEMENTARY GENERAL CONDITIONS – Revise the following MMCD Master Municipal General Conditions			
GC 2.0 Documents	2.2.4	Document Hierarchy	Replace Section (1) with the following: “The Contract Documents shall govern and take precedence in the following order with the Agreement taking precedence over all other Contract Documents: <ul style="list-style-type: none"> a) Agreement b) Addenda c) Supplementary General Conditions d) General Conditions e) Supplemental Detail Drawings f) Supplementary Specifications g) Specifications h) Drawings listed in Schedule 2 to the Agreement i) Standard Detail Drawings j) Executed Form of Tender k) Instructions to Tenderers l) All other Contract Documents.”
GC 4.0 Contractor	New 4.6.1.1	Construction Schedule	“The Contractor shall schedule and coordinate construction activities: <ul style="list-style-type: none"> • Noise Bylaw: Follow Maintenance of Property, Unsightly Properties and Nuisance Bylaw. • Capital Project Coordination: Contractor shall coordinate with other Township led initiatives and third-party contractors. • Development Activity Coordination: Construction activity from other development projects on the corridor that may commence/be active during the construction period. Special Events: Accommodate occasional special events by providing public access and/or minimizing excessive noise, safety concerns caused by construction. This may include securing and cleaning work area (if required).
GC 4.0 Contractor	New 4.6.1.2	Construction Schedule	“The contractor shall provide bi-weekly schedule updates that include the following: A summary of current and completed activities of the previous 2 week period, and upcoming work or activities in each block or intersection for the following 2 week period. These schedules will be used to improve coordination and provide updates to stakeholders and the general public.”
	4.6	Construction Schedule	Amend 4.6.2 by deleting: “monthly” and substituting “monthly or within such shorter time as specified in the <i>Contract Documents</i> ”.
GC 18.0 Payment	18.5	Payment	Delete GC 18.5.1 and replace with: “the <i>Owner</i> shall make payment within thirty calendar (30) days of receipt of payment certificate from the <i>Contract Administrator</i> . The actual amount paid is subject to the <i>Owner’s</i> rights under law or this <i>Contract</i> to make deductions.”

GC 27.0 Archaeology	New 27.1.1	Archaeology	"Any archaeological materials discovered by the <i>Contractor</i> shall, as between the <i>Owner</i> and the <i>Contractor</i> , be deemed to be the absolute property of the <i>Owner</i> ".
	New 27.1.2		"The <i>Contractor</i> shall immediately advise the <i>Contract Administrator</i> of the discovery by the <i>Contractor</i> of any archaeological materials and take all reasonable precautions to protect and preserve same".
	New 27.1.3		"The Contractor will be required to undergo a brief (1 hour) Archaeological Awareness Training session with the Township of Esquimalt prior to excavation activities. The contractor shall follow chance find management procedures outlined by the archaeologist in the Archaeological Awareness Training session and provide the archaeologist access as a guest to the site for review as needed."
	New 27.1.4		"If and suspected archaeological materials (e.g. artifacts) or feature (e.g. hearths) are exposed, construction work in proximity to the find must cease and the Owner must be notified and a professional archaeologist must be involved. In the event of work stoppage due to an archeological find, the contractor shall make every effort to shift work to other areas of the site. Contractors shall track the time required to shift the work under GC Article 37 Force Account Work and if critical path items are delayed then this shall be dealt with through GC Article 39 Delays."
GC 28.0 Wages	New 28.1	Wages	"Where applicable, the <i>Contractor</i> and all subcontractors shall provide wages that are at least equal to those paid by The Township when work of a similar or same nature is performed. See Schedule A for the most current collective agreement."

TOWNSHIP OF ESQUIMALT - SUPPLEMENTARY SPECIFICATIONS

Revise the following MMCD Specifications 2019 Edition

DIVISION 1 - GENERAL REQUIREMENTS			
SECTION	SUB SECTION	TITLE	SUPPLEMENTARY SPECIFICATION
0110 00SS		General Requirements	
	1.0	General	Add Clause 1.1: "Section 01 10 00SS addresses additional measurement and payment clauses which do not apply to other specification sections."
	1.2	Payment	<p>Add Clause 1.2: ".1 Payment shall be based on the Lump Sum bid in the Schedule of Quantities and Unit Prices as measured and accepted by the <i>Contract Administrator</i>. Payment shall be accepted as full compensation for everything furnished and done.</p> <p>.2 Payment of the lump sum bid will be paid in equal amounts each month.</p> <p>.3 The <i>Contractor</i> is responsible for all staking and survey layout and quantity calculations required for the completion of all Work, as shown on the Contract Drawings, and to affect incidental field adjustments.</p> <p>.4 The unit price bid shall include, but not be limited to: all survey layout, staking/nails, calculations of volumes required for tender items, coordination required for the completion of the work, record survey, and all other work and materials incidental and necessary to complete the Work to provide a functional system.</p> <p>.5 Any calculations necessary shall be performed by the <i>Contractor</i> and shall be provided to the Contract Administrator at any time upon request. Information shall include both text files and any CAD drawings."."</p>
	1.3	Concrete Cutting	<p>Add Clause 1.3: "Payment shall be lump sum. Payment shall be accepted as full compensation for everything furnished and done.</p> <p>The price bid shall be full compensation for all labour, equipment, materials, and incidentals required to complete the work including but not limited to coring and cutting, and appropriate disposal of removed materials "</p>
	1.4	Electrical/Communication Duct/Cabling	<p>Add Clause 1.4: "Payment shall be based on the Lineal Meter bid in the Schedule of Quantities and Unit Prices as measured and accepted by the Contract Administrator. Payment shall be accepted as full compensation for everything furnished and done.</p> <p>Payment of the Lineal Meter bid will be paid by completeness as submitted by the Contractor and accepted by the Contract Administrator.</p> <p>The price bid shall include, but not be limited to the following work: Supply and Installation of specified conduits and cabling for power and communications, earthworks (trenching, backfilling, compaction), end to end testing, warning tape, cleaning of ducts before laying, capping during construction, pull line, penetration sealing, identification, termination ends, connections to existing service and replacement of main service breaker, connection to pumps and to (optional) generator and ATS."</p>

	1.5	Electrical Kiosk	<p>Add Clause 1.5: "Payment shall be 50% per acceptance of shop drawings and 50% upon complete commissioning. Payment shall be accepted as full compensation for everything furnished and done.</p> <p>The price bid shall include, but not limited to, the following work and items:</p> <ul style="list-style-type: none"> • Doubled Sided 4-door Electrical Kiosk • Main Service entrance rated Breaker, Splitter and Surge Protection Device • Distribution Panel, Kiosk Lighting, heating, ventilation and temperature control (thermostats). • Automatic Transfer Switch • 25HP VFD Panels to interface to existing control panel."
	1.6	Pumps	<p>Add Clause 1.6: "Payment shall be 50% of approved shop drawings and 50% upon successful commissioning. Payment shall be accepted as full compensation for everything furnished and done.</p> <p>The price bid shall be full compensation for all labour, equipment, materials, and incidentals required to complete the work including but not limited to the supply and installation of the pumps, inclusive of the pump base."</p>
	1.7	Piping, Supports and Fittings	<p>Add Clause 1.7: "Payment shall be lump sum. Payment shall be accepted as full compensation for everything furnished and done.</p> <p>The price bid shall be full compensation for all labour, equipment, materials, and incidentals required to complete the work including but not limited to the supply of custom stainless steel spool pieces, elbows, tees, reducers, flange connections, and pipe supports. Scope to include a custom spool piece to go in place of the flow meter if purchase of the flow meter is deferred."</p>
	1.8	Plug Valves	<p>Add Clause 1.8: "Payment shall be lump sum. Payment shall be accepted as full compensation for everything furnished and done.</p> <p>The price bid shall be full compensation for all labour, equipment, materials, and incidentals required to complete the work including but not limited to the supply and installation of plug valves as specified."</p>
	1.9	Check Valves	<p>Add Clause 1.8: "Payment shall be lump sum. Payment shall be accepted as full compensation for everything furnished and done.</p> <p>The price bid shall be full compensation for all labour, equipment, materials, and incidentals required to complete the work including but not limited to the supply and installation of check valves as specified."</p>

	1.10	OPTIONAL Flow Meter	<p>Add Clause 1.9: "Payment shall be lump sum. Payment shall be accepted as full compensation for everything furnished and done. Note the supply and installation of this is OPTIONAL work and shall included for a credit to not include spool piece.</p> <p>The price bid shall be full compensation for all labour, equipment, materials, and incidentals required to complete the work including but not limited to the supply and installation of a flow meter. Please note this is an optional item which may be excluded at the instruction of the Township of Esquimalt."</p>
	1.11	Hatches	<p>Add Clause 1.10: "Payment shall be lump sum. Payment shall be accepted as full compensation for everything furnished and done.</p> <p>The price bid shall be full compensation for all labour, equipment, materials, and incidentals required to complete the work including but not limited to the supply and installation of the hatches and all associated hardware."</p>
	1.12	Ladder	<p>Add Clause 1.10: "Payment shall be lump sum. Payment shall be accepted as full compensation for everything furnished and done.</p> <p>The price bid shall be full compensation for all labour, equipment, materials, and incidentals required to complete the work including but not limited to the engineering, supply and installation of the ladder and all associated hardware."</p>
	1.13	Vent	<p>Add Clause 1.12: "Payment shall be lump sum. Payment shall be accepted as full compensation for everything furnished and done.</p> <p>The price bid shall be full compensation for all labour, equipment, materials, and incidentals required to complete the work including but not limited to removal and disposal of the existing vent, sealing of the existing vent hole, coring of new vent hole, supply and installation of new vent."</p>
	1.14	OPTIONAL Generator	<p>Add Clause 1.13: "Payment shall be 50% upon approved hop drawings and 50% upon commissioning. Payment shall be accepted as full compensation for everything furnished and done. Note this work is Optional.</p> <ul style="list-style-type: none"> • 50kW 120/208V 60Hz 3Ph, 4W Diesel fueled standby generator • Level 2 Sound attenuated enclosure including intake and exhaust openings and motorized dampers. • Basis of approval: Generac SD050 • Automatic transfer switch (ATS) • Installation and commissioning of generator and ATS • Manufacturer commissioning, setup and on-site load bank testing. <p>Refer to sections 20 of the electrical specifications on Sheet E-900 of the drawing package for all requirements."</p>
01 52 01		Temporary Structures	
	1.1	Section Includes	Add Clause 1.1.4: "Mobilization/Demobilization."

	1.6	Payment	<p>Add Clause 1.6.2: "Payment for mobilization and demobilization shall include all the Contractor costs of mobilization at the beginning of the project and the cost of demobilization at the end of the project.</p> <ol style="list-style-type: none"> 1. Included in the mobilization are such items as bonding, insurance, permits, moving personnel, equipment and materials to the site, setting up temporary facilities and all preparation for performing the Work. 2. Included in demobilization are preparation and submission of record drawings, operation and maintenance manuals, removal of all personnel, equipment, temporary tape/paint, and materials and cleanup of the Site and the Work. 3. The lump sum price bid for this work shall be relative to the costs involved but shall not exceed ten percent of the Tender Price. 4. Payment shall be made as follows, as approved by the <i>Contract Administrator</i>: <ol style="list-style-type: none"> 1. 60% of the lump sum bid will be included in the first progress payment certificate. 2. 40% of the lump sum bid will be included in the final progress payment certificate. 5. The <i>Contract Administrator</i> may at their discretion authorize partial payment if mobilization or demobilization is not complete. 6. The cost of other items specified under General Requirements shall be considered incidental to the work and separate payment will not be made for any other items in the General Requirements unless specifically noted in the Schedule of Quantities and Prices."
	1.6	Payment	<p>Add clause 1.6.3: " Payment for soil testing will be made as a lump sum. Payment will include all equipment, materials, labor, and analysis necessary to meet the requirements of local disposal sites on Vancouver Island, as well as all applicable provincial regulations. The scope of testing must include all areas and work indicated on the contract drawings. Payment will be upon submitted results of the soil testing as approved by the <i>Contract Administrator</i>"</p>
01 53 01		Temporary Facilities	
	1.1	Section Includes	<p>Add Clause 1.1.5: "Temporary Utility Pole Support During Construction."</p>
	1.11	Temporary Utility Pole Support During Construction	<p>Add Clause 1.11: "Temporary Utility Pole Support During Construction."</p> <p>Add Clause 1.11.1: "Provide temporary support for Utility Poles (both power and communications) during construction as required to allow for work adjacent to poles."</p> <p>Add Clause 1.11.2: "Contractors working on utility poles must be able to perform switching on the BC Hydro system."</p>
	1.9	Payment	<p>Add Clause 1.9.2: "Payment for all work related to the management of sanitary flows (noise attenuating by-pass pumping isolation, blocking, diverting, etc.) including preparation of an approved bypass plan, and the supply installation, maintenance and removal of the temporary system. The <i>Contractor</i> will be entitled to 50% of the payment item on the first progress payment after the bypass system is in place and 50% on the first progress payment following dismantling and removal of the bypass system."</p>
01 55 00		Traffic Control, Vehicle Access and Parking	
	1.5	Payment	<p>Add Clause 1.5.2: "Payment for traffic control will be progressed monthly using a percentage based on the overall completion of the project as determined by the <i>Contract Administrator</i>."</p>
DIVISION 3 - CONCRETE			
03 30 53		Cast-In-Place Concrete	
	1.5	Measurement and Payment	<p>Revise clause 1.5.2 to read: "Payment for cast-in-place slabs will be made as lump sum and includes all form work, drain holes, concrete footing and subgrade preparation and granular sub- base all as shown on contract drawings. The unit</p>

			price shall be full compensation for all labour, equipment, materials, and incidentals required to complete the work."
	1.5	Measurement and Payment	Add Clause 1.5.6: "Payment will be made as lump sum for all reinforcement installed and accepted. The unit price shall be full compensation for all labour, equipment, materials, and incidentals required to complete the work."
DIVISION 31 - EARTHWORK			
31 11 01		Clearing and Grubbing	
	1.4	Measurement and Payment	Revise clause 1.4.1 to read: "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. Payment also includes the salvage and delivery of any irrigation components designated for reuse to the Township of Esquimalt Public Works Yard."
DIVISION 32 - ROAD AND SITE IMPROVEMENTS			
32 11 23		Granular Base	
	1.4	Measurement and Payment	Add Clause 1.4.5 to read: "Measurement for payment for granular base under concrete driveways is made under Section 32 13 13 – Portland Cement Concrete Paving, paragraph 1.4.3. "
32 13 13		Portland Cement Concrete Paving	
	1.4	Measurement and Payment	Delete Clauses 1.4.1. and 1.42.
	1.5	Measurement and Payment	Revised Clause 1.4.3 to read: " Payment for Portland cement concrete paving includes the necessary form work supply of concrete construction in alternate panels if required tie bars and towels compaction curing adjusting and cleaning frames covers and lids of all castings affected prior to paving. Payment includes for the saw cutting, and removal of concrete driveway to the extents shown on the Contract Documents. For driveways payment also includes, wire mesh, backfill of trench and the supply, placement and compaction of 100mm of granular base beneath the concrete. Measurement of Portland cement concrete paving will be by square meter of actual place material as approved by the <i>Contract Administrator</i> . "
32 31 13		Chain Link Fences & Gates	
	1.5	Measurement and Payment	Add clause 1.5.5: "Payment for installation of bollards includes supply, install, and all labour, equipment and material required to install the material where shown on the Contract Drawings and per the manufacturers recommendations. Payment will be made for each complete item of each type installed."
32 91 21		Topsoil and Finish Grading	
	1.4	Measurement and Payment	Revised Clause 1.4.1 to read: "Payment for growing medium and imported topsoil 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 fertilizers and finished grading. 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 <i>Contract Administrator</i> ."
32 92 19		Hydraulic Seeding	
	1.8.1	Measurement and Payment	Add to the end of Clause 1.8.1: "Hydraulic seeding to conform to the Township's specifications and as outlined on the contract drawings general notes."