



**ENGINEERING AND
PUBLIC WORKS**



**INVITATION TO
TENDER**

**VARIOUS CAPITAL 2019
TENDER DOCUMENTS**

ITT NO. E049 & E072

1229 Esquimalt Road
Esquimalt BC V9A 3P1
t. 250-414-7108
f. 250-414-7160
www.esquimalt.ca

TABLE OF CONTENTS

1 Invitation to Tender	IT - 1
2 Instructions to Tender (Part I).....	IT- Part I - 1-3
3 Agreement between Owner and Contractor.....	AGT - 1-14
4 Form of Tender	FT - 1-3
5 Form of Tender Appendices.....	FT - APP - 1-8
6 Supplement to Instructions to Tender.....	SUP IT - 1-2
7 Supplementary Specifications.....	SUP SP - 1-3
8 Scope of Work	SW -1-5

Invitation to Tender

Corporation of the Township of Esquimalt

Contract: Various Capital 2019, Reference No. E049 & E072

The Township of Esquimalt invites tenders for:

- Crosswalk, signal and lighting installations
- Intersection Traffic Signal Upgrade

Contract Documents are available for viewing during the regular business hours of 8:30 am to 4:00 pm from Engineering Services at the following address:

Address: Corporation of the Township of Esquimalt
Engineering Services
Third Floor, 1229 Esquimalt Road
Esquimalt, BC V9A 3P1

There will be a **\$50.00** fee (GST included) for hardcopy plans and documents. Please make cheques payable to the ***Corporation of the Township of Esquimalt***.

Digital copies of the contract documents are available online at www.esquimalt.ca, www.bcbid.gov.bc.ca, and www.civicinfo.bc.ca.

Tenders are scheduled to close at:

Tender Closing Time: 2:00 PM Local Time

Tender Closing Date: August 16, 2019

Instructions to Tender - Part I

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

Corporation of the Township of Esquimalt

Contract: Various Capital 2019, Reference No. E049 & E072

Introduction 1

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

- Crosswalk, signal and lighting installations
- Sidewalk construction
- Minor curb and paving works

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

Stephen Rennick, P. Eng
Engineering Manager
Corporation of the Township of Esquimalt
1229 Esquimalt Road
Esquimalt, BC V9A 3P1

Ph: (250) 414-7130

Fax: (250) 414-7160

Email: stephen.rennick@esquimalt.ca

No later than 72 hours prior to tender closing

NOTE All inquiries must be in writing either by email or fax.

Tender Documents 2

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 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 Tender - 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, refer to GC 2.3.1, for the correct edition of this publication applicable to this *Contract*. All sections of this publication are by reference included in the *Contract Documents*.

2.3 Any additional information made available to Tender 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 Tender who must make their own judgment about its reliability, accuracy or completeness and neither the *Owner* nor any representative of the *Owner* gives any guarantee or representation that the additional information is reliable, accurate or complete

**Submission of
Tenders**

3

3.1 Tenders must be submitted in a sealed envelope, marked on the outside with the above *Contract* Title and Reference No.E049 & E072, and must be received by the office of:

Township of Esquimalt
1229 Esquimalt Road
Esquimalt, BC V9A 3P1

ATTENTION: Stephen Rennick, P. Eng.

Ph: (250) 414-7130

Fax: (250) 414-7160

Email: stephen.rennick@esquimalt.ca

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

**Additional
Instructions to
Tender**

4

4.1 No Pre tender site meeting is planned. Tenderers are encouraged to view the sites, to make themselves aware of the site constraints at each location

4.2 Tenders will be opened in public.

- 4.3 Minimize traffic disruption during construction. Parking restrictions will be in effect during working hours and access shall be maintained for pedestrians and vehicles.
- 4.4 Single lane alternating traffic is acceptable between 9:00AM – 3:00PM. One lane in each direction must remain open at all other times unless prior approval from the Township is obtained.
- 4.5 The schedule is of utmost importance. The Township's preferred date for substantial Completion is October 15, 2019.

Agreement Between Owner and Contractor

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

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

Contract: Various Capital 2019

Reference No. E049 & E072

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

(the "Owner")

AND:

(NAME AND OFFICE ADDRESS OF CONTRACTOR)

(the "Contractor")

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

ARTICLE 1 THE WORK - START/COMPLETION DATES

- 1.1 The *Contractor* will perform all *Work* and provide all labour, equipment and material and do all things strictly as required by the *Contract Documents*.
- 1.2 The *Contractor* will commence the *Work* in accordance with the *Notice to Proceed*. The *Contractor* will proceed with the *Work* diligently, will perform the *Work* generally in accordance with the construction schedules as required by the *Contract Documents* and will achieve *Substantial Performance* of the *Work* on or before October 15, 2019 subject to the provisions of the *Contract Documents* for adjustments to the *Contract Time*.
- 1.3 Time shall be of the essence of the *Contract*.

ARTICLE 2 CONTRACT DOCUMENTS

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

ARTICLE 3 CONTRACT PRICE

- 3.1 The price for the *Work* ("*Contract Price*") shall be the sum in Canadian dollars of the following:
- 3.1.1 The product of the actual quantities of the items of *Work* listed in the *Schedule of Quantities and Prices* which are incorporated into or made necessary by the *Work* and the unit prices listed in the *Schedule of Quantities and Prices*; plus
 - 3.1.2 All lump sums, if any, as listed in the *Schedule of Quantities and Prices*, for items relating to or incorporated into the *Work*; plus
 - 3.1.3 Any adjustments, including any payments owing on account of *Changes* and agreed to *Extra Work*, approved in accordance with the provisions of the *Contract Documents*.
- 3.2 The *Contract Price* shall be the entire compensation owing to the *Contractor* for the *Work* and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the *Work*.

ARTICLE 4 PAYMENT

- 4.1 Subject to applicable legislation and the provisions of the *Contract Documents*, the *Owner* shall make payments to the *Contractor*.
- 4.2 If the *Owner* fails to make payments to the *Contractor* as they become due in accordance with the terms of the *Contract Documents* then interest calculated at 2% per annum over the prime commercial lending rate of the 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

ATTENTION: Stephen Rennick, P. Eng.

The *Contractor*:

ATTENTION:

The *Contract Administrator*:

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

ATTENTION: Stephen Rennick, P.Eng.

- 6.2 A communication or notice that is addressed as above shall be considered to have been received:
- 6.2.1 Immediately upon delivery, if delivered by hand; or
 - 6.2.2 Immediately upon transmission if sent and received by fax; or
 - 6.2.3 After 5 Days from date of posting if sent by registered mail.
- 6.3 The Owner or the Contractor may, at any time, change its address for notice by giving written notice to the other at the address then applicable. Similarly if the Contract Administrator changes its address for notice then the Owner will give or cause to be given written notice to the Contractor.
- 6.4 The sender of a notice by fax assumes all risk that the fax will be received properly, and the provisions of paragraph 12.5 of the Instructions to Tenderers apply to the sender.

ARTICLE 7 GENERAL

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

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

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Owner:

Corporation of the Township of Esquimalt

(FULL LEGAL NAME OF OWNER)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Schedule 1

Schedule of *Contract Documents*

(INCLUDE IN LIST ALL DOCUMENTS INCLUDING, IF ANY, SUPPLEMENTARY GENERAL CONDITIONS, SUPPLEMENTARY SPECIFICATIONS, SUPPLEMENTARY STANDARD DETAIL DRAWINGS)

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

NOTE: The documents noted with “*” are contained in the “Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings”, edition dated Vol. II, 2009 (Platinum Edition) and subsequent revisions. 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 Specifications
- 5 Specifications*;
- 6 Executed Form of Tender, including all Appendices;
- 7 *Contract Drawings* listed in Schedule 2 to the Agreement -“List of *Contract Drawings*”;
- 8 Instructions to Tenderers - Part I
- 9 Instructions to Tenderers - Part II *
- 10 The following Addenda:
 - _____
 - _____
 - _____
- 11 Scope of Work
- 12 Schedule 3 - Job Site Hazard Identification.
- 13 Schedule 4 – Confirmation of Contractor Responsibilities

Schedule 2**List of Contract Drawings**

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

TITLE	SHEET NO.	DATE	REVISION DATE	REVISION NO.
Cover Sheet	1	2019.08.02		1
Site#1 Plan and Detail	2	2019.08.02		1
Site #1 Details and Notes	3	2019.08.02		1
Site #2 Plan and Details	4	2019.08.02		1

Schedule 3



**TOWNSHIP OF ESQUIMALT
CONTRACTOR COORDINATION**

JOB SITE HAZARD IDENTIFICATION - PRIME CONTRACTOR APPOINTED

Date: _____

Contractor: _____ Phone: _____

Contractor Representative (Print Name) _____ Phone: _____

Township of Esquimalt Representative (Print Name) _____

Contractor Safety Representative (Print Name) _____ Phone: _____

Project Description: _____

Address/Area of Project: _____

Date Start _____ End _____

Type of Project

Prime Contractor Appointed - Single Employer Workplace

Prime Contractor Appointed - Multiple Employer

Name of Person Designated to Supervise Workers:

Checklist of Known Hazards:

Hazard	Status	Comments
Asbestos/Lead	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Bio-Hazardous Materials	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Chemicals	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Confined Spaces	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Danger Trees	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
De-Energization / Lock-out	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Excavations	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Falling Materials	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Fire Hazards	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Overhead Power Lines	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Personal Property	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Public Property	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Toxic Process Gases	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Underground Utilities Location	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Traffic Control	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Working Alone or in Isolation	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Working at Heights over 3 m	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	

Other Items Identified

Specific Recommendations/Special Precautions

Is any additional information or notes attached? If so please describe.

This form is only intended to notify the *Contractor* of the hazards that the Township of Esquimalt is aware of at this site. This form is not intended to instruct the *Contractor* in how to control or eliminate the known hazards identified above. The *Contractor* on site is still responsible for performing a detailed Hazard Identification and Hazard Assessment for the site as per the requirements of WorkSafeBC (WSBC) regulations. The *Contractor* shall at all times comply with all applicable Acts, Regulations, Standards and By-laws.

All safety related Incidents/Accidents required to be reported to WorkSafeBC need to be reported to the Township of Esquimalt *Contract Administrator* and Site Inspector immediately.
Contract Administrator - office 250-414-7130

Township of Esquimalt Representative Name (print) _____

Township of Esquimalt Representative Signature _____

Contractor Acknowledgement of Receipt of This Form

Contractor Representative Name (print) _____

Contractor Representative Signature _____

Schedule 4



**TOWNSHIP OF ESQUIMALT
CONTRACTOR COORDINATION**

CONFIRMATION OF CONTRACTOR RESPONSIBILITIES

This form must be completed and signed before work begins

Date _____

Project Description: _____

Tender Ref #: _____

Please select one of the following and complete the relevant section(s) of this form

- Type A - Prime Contractor Single Employer Workplace**
- Type B - Prime Contractor - Multiple Employer Workplace/Includes Sub-Contractors**
- Type C - No Prime Contractor Appointed - Municipal Qualified Coordinator**

Contractor _____

Contractor Representative _____ Job Title _____

Person Designated Responsible for Coordination of Safety: _____

Contact #: _____

Township of Esquimalt Representative: _____

Job Title _____ Contact # _____

Type A and B - Prime Contractor Appointed - The Contractor

Acknowledges the appointment as Prime Contractor	<input type="checkbox"/> yes <input type="checkbox"/> no
Attends necessary pre-construction safety meetings (documented)	<input type="checkbox"/> yes <input type="checkbox"/> no
Determines the boundaries of the workplace, and ensure that only workers of one employer perform duties with-in those boundaries (Type A only)	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> n/a
Is responsible for identifying and complying with any and all applicable Acts, Regulations, Standards and By-laws. The Contractor shall also understand that the WSBC OH&S Regulation and/or any other applicable Acts or Standards shall be adhered to at all times and supersede any direction from the City and its representatives.	<input type="checkbox"/> yes <input type="checkbox"/> no
Shall immediately notify The Township of Esquimalt of any conflict between directions given to them and any applicable Acts, Regulations or Standards and By-laws.	<input type="checkbox"/> yes <input type="checkbox"/> no
Accepts that written documentation (e.g. notes, records, inspections, meetings etc.) on all health and safety issues must be made available upon request to the Township of Esquimalt.	<input type="checkbox"/> yes <input type="checkbox"/> no
Has (or will before work starts) received a completed Job Site Hazard Identification Form from a representative of the Township of Esquimalt.	<input type="checkbox"/> yes <input type="checkbox"/> no

Will conduct an inspection of the worksite to identify any hazards before starting any work on site.	<input type="checkbox"/> yes <input type="checkbox"/> no
Shall communicate all known hazards to any person who may be affected and ensure that appropriate measures are taken to effectively control or eliminate all hazards	<input type="checkbox"/> yes <input type="checkbox"/> no
Must ensure that all workers on site are suitably trained, orientated and competent to perform the duties for which they are assigned.	<input type="checkbox"/> yes <input type="checkbox"/> no
Must submit a Notice of Project to WorkSafeBC (WSBC)and submit a copy to the Township of Esquimalt as required	<input type="checkbox"/> yes <input type="checkbox"/> no
Shall report any and all injuries or incident required by regulation to WorkSafeBC. The <i>Contractor</i> shall also report these incidents to the Township of Esquimalt <i>Contract Administrator</i> .	<input type="checkbox"/> yes <input type="checkbox"/> no
The <i>Contractor</i> must be on the Township of Esquimalt approved <i>Contractor</i> list and will submit a copy of their formal Occupational Health and Safety program and site specific safe work procedures where required.	<input type="checkbox"/> yes <input type="checkbox"/> no
The <i>Contractor</i> has provided a current "WSBC Clearance Letter" stating that their account with WorkSafeBC is in good standing	<input type="checkbox"/> yes <input type="checkbox"/> no
The <i>Contractor</i> has appointed a qualified coordinator responsible for project safety and provided the Township of Esquimalt with their name and contact information in writing	<input type="checkbox"/> yes <input type="checkbox"/> no
Type B Only	
The Prime <i>Contractor</i> has identified and provided to the Township of Esquimalt the names of all other employers and or sub- <i>Contractors</i> working on the project	<input type="checkbox"/> yes <input type="checkbox"/> no
The Prime <i>Contractor</i> has or will notify all sub- <i>Contractors</i> of all know and foreseeable hazards	<input type="checkbox"/> yes <input type="checkbox"/> no
The Prime <i>Contractor</i> will meet all obligations under the WorkSafeBC Act and Regulations for coordinating a multiple employer workplace.	<input type="checkbox"/> yes <input type="checkbox"/> no
The Prime <i>Contractor</i> shall be responsible for regular inspections and ensuring that all sub <i>Contractors</i> and their employees comply with any and all applicable Acts, Regulations Standards and By-laws	<input type="checkbox"/> yes <input type="checkbox"/> no

Notes/Follow-up: _____

See Page 3 for Signatures

Type C - No Prime Contractor Appointed - Municipal Qualified Coordinator

Township of Esquimalt Representative _____ Job Title _____

Contractor _____

Contractor Representative _____ Job Title _____

The Municipal Qualified Coordinator Must:

Acknowledge that the Township of Esquimalt is the Prime <i>Contractor</i>	<input type="checkbox"/> yes <input type="checkbox"/> no
Attend and coordinate pre-construction meetings as required	<input type="checkbox"/> yes <input type="checkbox"/> no
Determine the boundaries of the workplace, and ensure that all <i>Contractors</i> works with-in those boundaries	<input type="checkbox"/> yes <input type="checkbox"/> no
Ensure that the <i>Contractor</i> and/or the Municipal Qualified Coordinator have conducted an inspection of the worksite to identify any hazards	<input type="checkbox"/> yes <input type="checkbox"/> no
Identify and communicate all known hazards the <i>Contractor</i> and ensure that appropriate measures are taken to effectively control or eliminate the hazards to the health and safety of all persons at the worksite	<input type="checkbox"/> yes <input type="checkbox"/> no
Confirm that all workers are suitably trained, orientated and competent to perform the duties for which they are assigned.	<input type="checkbox"/> yes <input type="checkbox"/> no
Complete the Job Site Hazard Identification Form with the <i>Contractor</i>	<input type="checkbox"/> yes <input type="checkbox"/> no
Submit a Notice of Project to WorkSafeBC as required	<input type="checkbox"/> yes <input type="checkbox"/> no
Conduct regular inspections and ensure that all sub <i>Contractors</i> and their employees comply with any and all applicable Acts, Regulations Standards and By-laws	<input type="checkbox"/> yes <input type="checkbox"/> no
Ensure the <i>Contractor</i> is on the Township of Esquimalt Approved <i>Contractor</i> List	<input type="checkbox"/> yes <input type="checkbox"/> no
Ensure the <i>Contractor</i> has provided a current "Clearance Letter" stating that their account with WorkSafeBC is in good standing	<input type="checkbox"/> yes <input type="checkbox"/> no

Type C - The *Contractor* Must

Identify and Comply with any and all applicable Acts, Regulations, Standards and By-laws. The <i>Contractor</i> shall also understand that the WorkSafeBC OH and S Regulation and/or any other applicable Acts or standards supersede direction from the City and shall be adhered to at all times.	<input type="checkbox"/> yes <input type="checkbox"/> no
Immediately notify The Township of Esquimalt of any conflict between directions given to them and any applicable Acts, Regulations or Standards	<input type="checkbox"/> yes <input type="checkbox"/> no
Provide written documentation (e.g. notes, records, inspections, meetings etc.) on all health and safety issues must be made available upon request to the Township of Esquimalt.	<input type="checkbox"/> yes <input type="checkbox"/> no
Ensure that all workers are suitably trained, orientated and competent to perform the duties for which they are assigned.	<input type="checkbox"/> yes <input type="checkbox"/> no
Report any and all injuries or incident required by regulation to WorkSafeBC and to the Township of Esquimalt	<input type="checkbox"/> yes <input type="checkbox"/> no
Perform regular inspections and ensuring that all of their employees comply with any and all applicable Acts, Regulations Standards and By-laws	<input type="checkbox"/> yes <input type="checkbox"/> no

Notes/Follow-up: _____

Contractor Representative Name (print) _____

Contractor Representative Signature _____

Township of Esquimalt Representative Name (print) _____

Township of Esquimalt Representative Signature _____

Form of Tender

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

Corporation of the Township of Esquimalt

Contract: Various Capital 2019

Reference No. E049 & E072

TO OWNER:

1 WE, THE UNDERSIGNED:

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

(ADDENDA, IF ANY)

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

2 ACCORDINGLY WE HEREBY OFFER:

2.1 to perform and complete all of the *Work* and to provide all the labour, equipment and material all as set out in the *Contract Documents*, in strict compliance with the *Contract Documents*; and

2.2 to achieve *Substantial Performance* of the *Work* on or before: October 15 2019; and
(WORK DURATION OR DATE)

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

3 WE CONFIRM:

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

4 WE CONFIRM:

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

- 4.1.1 The appendices as required by paragraph 5.3 of the Instructions to Tenderers - Part II; and
- 4.1.2 The *Bid Security* as required by paragraph 5.2 of the Instructions to Tenderers - Part II.

5 WE AGREE:

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

- 5.1.1 Within 15 *Days* of receipt of the written *Notice of Award* deliver to the *Owner*:
- a) A Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the *Contract Price*, covering the performance of the *Work* including the *Contractor's* obligations during the *Maintenance Period*, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the *Owner*;
 - b) A *Construction Schedule*, as provided by GC 4.6.1;
 - c) A "clearance letter" indicating that the tenderer is in WCB compliance; and
 - d) A copy of the insurance policies as specified in GC 24 indicating that all such insurance coverage is in place and;
- 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 WE AGREE:

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

7 OUR ADDRESS is as follows:

Phone:

Fax:

Attention:

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

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Form of Tender – Appendix 1

SCHEDULE OF QUANTITIES AND PRICES

(SEE PARAGRAPH 5.3.1 OF THE INSTRUCTIONS TO TENDERERS - PART II)

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

SUMMARY SHEET

SECTION A:	General Requirements	\$	
SECTION B:	Removals and Disposals	\$	
SECTION C:	Electrical Works	\$	
SECTION D:	Miscellaneous and Ground Restorations	\$	
		TENDER PRICE:	\$
		(5%) GST:	\$
		TENDER PRICE PLUS TAX:	\$

Form of Tender – Appendix 1

SCHEDULE OF QUANTITIES AND PRICES

(SEE PARAGRAPH 5.3.1 OF THE INSTRUCTIONS TO TENDERERS - PART II)

(All prices and *Quotations* including the *Contract Price* shall include all *Taxes*, but shall not include *HST*. *HST* shall be shown separately.)**SECTION A – GENERAL REQUIREMENTS**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Site mobilization and demobilization	L.S.	1		
2	Traffic control	L.S.	1		
3	Temporary structures	L.S.	1		
4	Environmental protection	L.S.	1		
5	Dust control	L.S.	1		

Section A: Total _____

SECTION B – REMOVALS AND DISPOSALS**SITE #1**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Sawcut and remove ex concrete sidewalk for the excavation of concrete bases.	L.S.	1		
2	Remove Ex O/H Traffic Lights and it's wirings	L.S.	1		
3	Remove ex Traffic Pole #2 and it's wirings	L.S.	1		
4	Remove ex light luminaires and its arm at Hydro Poles	L.S.	1		
5	Sawcut and remove N/W Sidewalk, curb and gutter, and asphalt pavement.	L.S.	1		
6	Remove ex Catch basin barrel including ex stm. lead	L.S.	1		

SITE #2

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Sawcut and remove ex concrete sidewalk for the excavation of concrete bases	L.S.	1		
2	Pedestrian sign post and it's bases	each	2		

Section B: Total _____

SECTION C – ELECTRICAL WORKS

SITE #1

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Supply and Installation of Pole 1 including all its accessories, signs, hardware called for by the drawing	L.S.	1		
2	Supply and Installation of Pole 2 including all its accessories, signs, hardware called for by the drawing	L.S.	1		
3	Supply and Installation of Pole 3 including all its accessories, signs, hardware called for by the drawing	L.S.	1		
4	Supply and Installation of Pole 4 including all its accessories, signs, hardware called for by the drawing	L.S.	1		
5	Supply and Installation of Service Pole including Panel and Base	L.S.	1		
6	Supply and Installation of Vantage Next Video Detection Camera and all its accessories	L.S.	1		
7	Supply and Install of new UPS and Piggyback Cabinet and all its accessories	L.S.	1		
8	Supply and Install of Conduit and Junction Box Systems with all its hardware	L.S.	1		
9	Supply and Install of Wires and Connectors (New Cabling)	L.S.	1		

SITE #2

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Supply and Installation of Pedestrian Controlled Crosswalk Light Pole including all its accessories, hardware, signs and concrete base (R920-E Carmanah)	Ea.	2		

Section C: Total _____

SECTION D – MISCELLANEOUS AND GROUND RESTORATIONS

SITE #1

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Supply and install of temporary 50mm hotmix asphalt patch including 100mm gravel base for sidewalk and curbing for Pole bases 1, 3 and 4	L.S.	1		
2	Supply and install of 100mm Hotmix Asphalt for Conduit Trenchline including road base per MMCD	L.S.	1		
3	Boulevard Restorations that includes 100mm topsoil and Seeding	L.S.	1		
4	Re-painting of Existing Paint lines damaged during construction	L.S.	1		
5	Supply and install of 100mm Concrete sidewalk and Ramps per MMCD	M2	49		
6	Supply and Install 150mm barrier type concrete curb and gutter per MMCD	l.m.	23		
7	Restore Road asphalt pavement for Installation of new Curb and Gutter	L.S.	1		
8	Supply and Installation of 600 dia catch basin per MMCD c/w 150 stm lead. Re-used ex frame and cover base	L.S.	1		

9	Supply and install of 1.2x1.2m Tree Well c/w 1.0m deep garden soil installed with Tree grate per drawing and specifications	L.S.	1		
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SITE #2

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Supply and install of 100mm concrete for the sidewalk matching existing finished	L.S.	1		
2	Restore boulevard that includes 100mm Top soil and seeding matching ex grass specie	L.S.	1		

Section D: Total _____

Form of Tender - Appendix 3

Various Capital 2019

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: _____

Form of Tender - Appendix 4

Various Capital 2019

COMPARABLE WORK EXPERIENCE

(SEE PARAGRAPH 5.3.4 OF THE INSTRUCTIONS TO TENDERERS - PART II)

PROJECT	OWNER/ CONTRACT NAME	PHONE NUMBER	WORK DESCRIPTION	VALUE (\$)

MASTER MUNICIPAL CONSTRUCTION DOCUMENTS

Various Capital 2019

Supplements to MMCD Platinum Edition Volume 2, 2009 and Subsequent Supplementary Updates

SUPPLEMENT TO INSTRUCTIONS TO TENDER PART II

- 5.3.6 Appendix 6 A complete list of labour classifications and equipment, along with their rates, that may be used during force account work.

SUPPLEMENT TO FORM OF TENDER

- Appendix 1 Supplement to the Form of Tender
The method of payment in schedules of Quantities and prices take precedence over the method of payment listed in the MMCD specifications.

SUPPLEMENTARY GENERAL CONDITIONS

- 4.11 Subcontractors 4.11.1 Add the following to GC4.11.1: "The Contractor shall be the person responsible for payment certification under S.7 of the Builders Lien Act."
- 9.4 Quantity Variations 9.4.1 Add to the end of this paragraph the following "Revisions to unit or lump sum prices will only be considered if the as tendered or final total of the item being considered constitutes 15% or more of the section of the Schedule of Quantities and Prices in which it appears."
- 10.1 Force Account Costs 10.1.1,(2) Substitute the phrase "*Approved Equipment Rental Rate Guide*" ..." with "Appendix 6 of the Form of Tender."

MASTER MUNICIPAL CONSTRUCTION DOCUMENTS

Various Capital 2019

25.1.4 Correction of Defects Add the following paragraphs:

In the event that this work, in the opinion of the Owner, must be done immediately to restore service to the public or to prevent further damage, injury, or loss of life, the Owner may perform or cause to be performed, the necessary work and shall notify the Contractor accordingly. Work required under the maintenance period shall, except as otherwise provided herein for emergencies, be carried out by the Contractor or his representative within ten (10) days of the Owner's or the Owner's authorized representative's written instruction to perform the work. In the event that this work is not done by the Contractor within the ten (10) day period, the Owner may take whatever action is necessary to have the work done.

In the event that emergency repairs are required, the Owner will undertake to make such repairs as it deems necessary and will notify the Contractor as soon thereafter as possible. All costs for these repairs shall be borne by the Contractor. In some cases, it may be necessary for the Contractor to make final permanent repairs at his own cost.

All costs resulting from the necessity to do work under the warranty requirement, whether it is done by the Contractor, his representative, or the Owner, as provided herein, shall be borne by the Contractor. The Contractor shall, in addition, be liable to the Owner for all expenses, losses, or damages incurred by the Owner as a result of such faulty materials and defective workmanship or as a result of the Contractor's failure to meet the maintenance period requirements as specified herein, including, but without limiting the generality hereof, all costs of engineering, inspection, and testing work.

MASTER MUNICIPAL CONSTRUCTION DOCUMENTS

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Supplementary Specifications

Field Engineering

Section 01050

- 1.0 General**
- .1 Section 01050 addresses the general requirements for survey services for the project. This section must be referenced to and interpreted simultaneously with all other sections pertinent to the works described herein.
 - .2 The Contractor will be responsible for all construction layout.

Project Meetings

Section 01200

- 1.0 General**
- .1 This section includes requirements for site and coordination meetings for all parties.
- 1.1 Preconstruction Meeting**
- .1 Prior to the start of construction, a preconstruction meeting will be held to introduce all parties involved in the project, confirm the appointment of official representatives of participants and finalize project start up and scheduling. Other project specific items will be discussed.
- 1.2 Regular Progress Meeting**
- .1 During the preconstruction meeting or through correspondence, the Contractor will be notified of the schedule and location of regular progress meeting.
 - .2 The meetings should be attended by a representative of the Contractor qualified and authorized to act on behalf of the Contractor.
 - .3 Meeting minutes will be recorded and distributed by the Contract Administrator.

MASTER MUNICIPAL CONSTRUCTION DOCUMENTS

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Supplementary Specifications

Section	Subsection	Title	Supplementary Specifications
31 23 17 - Rock Removal	1.6	Measurement and Payment	Add Clause 1.6.7 which reads: "Payment for Utilities (Hydro, Tel, Cable) trench rock will be by cubic metre. For measurement purposes, the volume of trench rock for all utility feeder and main trenches, box and appurtenance excavations shall be defined as 1.5 metres wide by 1.5 metres deep below subgrade in areas of mass rock removal, or below natural rock surface if below subgrade. Volume shall be calculated based on the above dimensions multiplied by the total length of trench. For measurement purposes, the volume of trench rock for all lot utility service trenches shall be 1.0 metres wide by 1.0 metres (per Lot) below subgrade or by the depth from natural rock surface. Volume shall be calculated based on the above dimensions multiplied by the length of trench from centreline of main to 600mm beyond property line at SRW."
	3.1	Blasting and Vibration Control	In Clause 3.1.2, add the following sentence: "The resultant peak particle velocity at any structure shall not exceed 50mm/sec."
	3.2	Rock Removal	Add Clause 3.2.10 which reads "Scale rock faces to the satisfaction of the geotechnical engineer".

SCOPE OF WORK

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The work consists of, but is not necessarily limited to, construction of curbs, sidewalks, asphalt and traffic signals. Contractor will include supply and installation of material, excavation and backfill, grading, compacting, testing, clean-up and all other necessary items to complete the work as indicated on the Contract Drawings.

Note: All existing service locations must be confirmed before construction, with any conflicts reported to the engineer. The methods of payment in this Scope of Work supersedes the methods of payment in MMCD.

Section A – General Requirements

1. Site mobilization and demobilization
 - a. Mobilization and demobilization of manpower, materials and equipment
 - b. Maintain the sites in an acceptable appearance
 - c. Provision of project signage as per MMCD 01 58 01
2. Traffic Control
 - a. Supply of trained traffic control personnel, installation and maintenance of all necessary signage as per MMCD Section 01 55 00 and the Traffic Control manual for Work on Roadways to the various work sites
3. Temporary Structures
 - a. Provision of a site office and laydown yard if the contractor determines that these items are required for the completion of the project
4. Environmental Protection
 - a. Environmental protection as per MMCD 01 57 01 to the various work sites
5. Dust Control
 - a. Dust control as per MMCD 31 15 60 to the various work sites
6. Payment for these items will be made as lump sum

Section B – Removals and Disposals

Site #1

- a. Saw-cut, remove and dispose existing concrete sidewalk, curb and gutter.
- b. Excavation and disposal of materials from pole bases and conduit trenches as indicated on the plans as per MMCD 31 24 13.
- c. Remove all Overhead wires connecting the existing traffic light system that includes the light head, street signs, cables and connections to existing poles as indicated on the plans.
- d. Remove and dispose ex light pole and base at Pole 2.
- e. Removal of existing catch basin.
- f. Common Excavation and disposal as per MMCD 31 24 13.
- g. Payment will be made as lump sum.

SCOPE OF WORK

Various Capital 2019

Site #2

- a. Saw-cut, remove and dispose existing concrete sidewalk.
- b. Excavation and disposal of materials from pole bases and conduit trenches as indicated on the plans as per MMCD 31 24 13.
- c. Remove and return to Township ex pedestrian sign post and base.
- d. Common Excavation and disposal as per MMCD 31 24 13.
- e. Payment will be made as lump sum.

Section C – Electrical Works

Site #1

1. New Pole 1

- a. Includes the supply and installation of New Pole 1 as shown on the drawing including new base, pole, arm, signal heads, reflectorized backboards, pedestrian heads and aps pushbuttons, internal pole wirings, streetlight luminaire and pole extension and adaptor, new road name sign to new pole, fuses and connection of pole wiring to distribution wiring in the pole hand hole. Payment will be by lump sum.

2. New Pole 2

- a. Includes the supply and installation of New Pole 1 as shown on the drawing including new base, pole, arm, signal heads, reflectorized backboards, pedestrian heads and aps pushbuttons, internal pole wirings, streetlight luminaire and pole extension and adaptor, new road name sign to new pole, fuses and connection of pole wiring to distribution wiring in the pole hand hole. Payment will be by lump sum..

3. New Pole 3

- a. Includes the supply and installation of New Pole 1 as shown on the drawing including new base, pole, arm, signal heads, reflectorized backboards, pedestrian heads and aps pushbuttons, internal pole wirings, streetlight luminaire and pole extension and adaptor, new road name sign to new pole, fuses and connection of pole wiring to distribution wiring in the pole hand hole. Payment will be by lump sum.

4. New Pole 4

- a. Includes the supply and installation of New Pole 1 as shown on the drawing including new base, pole, arm, signal heads, reflectorized backboards, pedestrian heads and aps pushbuttons, internal pole wirings, streetlight luminaire and pole extension and adaptor, new road name sign to new pole, fuses and connection of pole wiring to distribution wiring in the pole hand hole. Payment will be by lump sum.

5. New Service Pole

- a. Includes the supply and installation of Service Pole as shown on the drawing including new base, pole, Service Panel 1, fuses, conduits, wires, and hardware as shown on the drawings. Payment will be by lump sum.

SCOPE OF WORK

Various Capital 2019

6. *New Vantage Next Video Detection System*
 - a. Includes the supply, installation, programming, calibration and integration of Vantage Next Video Detection system to an existing controller cabinet processor as shown on the drawings. Payment will be by lump sum.
7. *New UPS and Piggyback Cabinet*
 - a. New UPS to be mounted on existing Traffic Controller cabinet, including all wiring and connections. Payment will be by lump sum.
8. *New Conduit and Junction Box System*
 - a. New conduit and junction box system as shown on the drawings including: supply, delivery, installation, trenching, backfilling, directional drilling, compaction, supply and installation of granular materials, man drilling, and installation of pull strings. Payment will be by lump sum.
9. *New Cabling*
 - a. New Cabling including supply, delivery, and installation of all wiring as shown on the drawings and as maybe need to ensure a fully operating system. Payment will be by lump sum.

Site #2

- a. Supply and installation of bases, poles, pair of LED light bars, arm, push button switches, controllers, DC solar signals and wiring as per drawing/ details as well as manufacturers specifications.
- b. Signals to be the Carmanah R920-E series with the both signal to be DC solar powered as per plan.
- c. Payment will be made as lump sum

Section D – Miscellaneous and Ground Restorations

Site #1

- a. Supply, placing and compaction of granular backfill material as per MMCD 32 11 23 for excavation and removal of ex traffic light pole base and installations of new ones.
- b. Supply, placing and compaction of 150 mm base gravel to replace disturbed base from conduit trenches under affected sidewalk areas.
- c. Supply and installation of concrete sidewalk, ramps and curb as per MMCD 03 30 20.
- d. Supply and install of 50mm hot-mix asphalt overlay as replacement for removed concrete panels of the sidewalk including the curb and gutter during construction.
- e. Supply and placing of granular base to rebuild the trenches to road base level
- f. Supply and install all required bedding material for new conduits installed areas.
- g. Supply, placing and compaction of 50 mm asphalt course in 2 lifts as per MMCD 32 12 16 for road patchworks and per drawings notes.

SCOPE OF WORK

Various Capital 2019

- h. Restore all pavement markings and curb paintings damaged during constructions.
- i. Replace all landscape and vegetation disturbed during construction but not limited to 100mm top soil replacement and seeding matching existing.
- j. Supply and installation of catch basin, lead and connections to drain main as per MMCD 33 44 01 and drawing S11.
- k. Supply and installation of Tree Well complete with Dobney Foundry frame and cover as per drawing specifications.
- l. Payments will be made as lump sum.

Site #2

- a. Supply, placing and compaction of granular backfill material as per MMCD 32 11 23 for excavation and installations of new poles and bases.
- b. Supply, placing and compaction of 100 mm base gravel to replace disturbed base from the installation of the pole and base affected under the sidewalk areas.
- c. Replace removed 100mm concrete sidewalk.
- d. Restore the boulevard matching existing grade complete with 100mm top soil and seed to match variety of lawn.
- e. Payment will be per made as lump sum.