

# **CONTRACT #10-2011**

TENDER FOR

2011 Pavement Rehabilitation

Bowen Island , B.C.

June 2011

**BOWEN ISLAND MUNICIPALITY**

**981 ARTISAN LANE**

**BOWEN ISLAND, B.C.**

**V0N 1G0**

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**BOWEN ISLAND MUNICIPALITY**

**NOTICE**

**Contract:**                2011 Pavement Rehabilitation

**Reference No.:**        Contract #10-2011

**This Project Tender Document is based on the Master Municipal Construction Documents (2000). Portions of the Contract Documents are included by reference only. These portions are not reproduced in the Project Tender Document.**

For more information on how to obtain copies of the Master Municipal Construction Documents, please visit **[www.mmcd.net](http://www.mmcd.net)**.

## Invitation to Tender

### Bowen Island Municipality

#### **CONTRACT #10-2011 Tender for 2011 Pavement Rehabilitation, Bowen Island, B.C.**

Bowen Island Municipality invites tenders for the rehabilitation of approximately 5,400 square metres of road consisting of approximately 5,400 square metres of full depth reclamation and approximately 4,600 square metres of paving on various streets within Bowen Island Municipality.

Tender forms and specifications may be obtained during normal business hours at the offices of the Department of Engineering and Operations, 981 Artisan Lane, Bowen Island, B.C., V0N 1G0, after 8:30 a.m., Friday, June 3<sup>rd</sup>, 2011.

Tenders are scheduled to close at:

<b><i>Tender Closing Time:</i></b>	1:00:00 p.m. local time
<b><i>Tender Closing Date:</i></b>	Thursday, June 16 <sup>th</sup> , 2011
<b><i>Tender Closing Address:</i></b>	Bowen Island Municipality Department of Engineering and Operations 981 Artisan Lane Bowen Island, B.C., V0N 1G0

All enquiries should be directed to Wil Hilsen, Manager of Engineering and Operations, at 604-947-4255 or e-mail [whilsen@bimbc.ca](mailto:whilsen@bimbc.ca).

Wil Hilsen,  
Manager of Engineering and Operations

DATED this 3<sup>rd</sup> day of June, 2011

(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)

**Introduction**

**I**

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

The supply and installation of all labour, materials and equipment required for the Pavement Rehabilitation *Works* as outlined in Appendix 1 of the Form of Tender.

- 1.1 Direct all inquiries regarding this *Contract*, to:  
**Wil Hilsen - Manager of Engineering and Operations**  
**981 Artisan Lane, Bowen Island, BC V0N 1G0**  
**Telephone: 604-947-4255 Fax: 604-947-0193**  
**Email: whilsen@bimbc.ca**

**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 tenderer's 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 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 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 the Tenderers 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 Number, and must be received by the offices of:

the **Department of Engineering and Operations** on or before:

**Tender Closing Time:** 1:00:00 p.m. local time

**Tender Closing Date:** Thursday, June 16<sup>th</sup>, 2011

At

**Address:**

Bowen Island Municipality,  
981 Artisan Lane,  
Bowen Island, B.C. V0N 1G0

3.2 Late tenders will not be accepted or considered, and will be returned unopened. **Please be aware that courier delivery times to Bowen Island may be longer than expected.**

3.3 Tenders will be opened in Public at the *Tender Closing Time* at the *Owner's* address.

**Award of  
Contract**

**4**

4.1

The award of the *Contract* is subject to the availability of sufficient funds to complete the *Work*. The *Owner* reserves the right to delete from the project, items of *Work* to suit the available project funding.

4.2 The award of the *Contract* is based on the tender price provided on *Work* indicated on Schedule A.

4.3 The lowest *Tender price* or any *Tender* will not necessarily be accepted.

**Additional  
Instructions to  
Tenderers**

**5**

5.1

Coordination with Other *Contractors*:

The *Contractor* will be solely responsible for determining all necessary scheduling considerations and to coordinate his *Work* with that of other *contractors*, as required.

5.2

All Pavement Rehabilitation *Work* specified herein shall be substantially completed by no later than **July 15, 2011**.

**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 Road Rehabilitation *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 Pavement Rehabilitation *Work* on or before **July 15, 2011**.
- 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 in 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*.

Tenderer's Initials \_\_\_\_\_

**3 WE CONFIRM:**

- 3.1 that we understand and agree that the quantities as listed in the *Schedule of Quantities and Prices* are estimates, 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 **14 (FOURTEEN)** 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*:
    - 5.1a) a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the *Contract Price*, 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*;
    - 5.1b) a *Construction Schedule*, as provided by GC 4.6.1;
    - 5.1c) a "clearance letter" indicating that the tenderer is in WCB compliance; and

Tenderer's Initials\_\_\_\_\_

5.1d) 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 *Contract 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*.

Tenderer's Initials \_\_\_\_\_

**7 OUR ADDRESS** is as follows:

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Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Attention: \_\_\_\_\_

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

*Contractor:*

\_\_\_\_\_  
**(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP  
OR INDIVIDUAL)**

\_\_\_\_\_  
**(AUTHORIZED SIGNATORY)**

\_\_\_\_\_  
**(AUTHORIZED SIGNATORY)**

Tenderer's Initials \_\_\_\_\_

SCHEDULE OF QUANTITIES AND PRICES

**SCHEDULE OF QUANTITIES AND PRICES (modified)**

SCHEDULE 'A' – 2011 PAVEMENT REHABILITATION						
ITEM #	DESCRIPTION	MMCD Spec. Ref.	UNIT OF MEASURE	QUANTITY	UNIT PRICE	AMOUNT
Bowen Bay Road						
1a	Full Depth Reclamation consisting of in-place pulverizing and blending of the existing pavement and base materials up to a 300 mm maximum depth	02575	Square metre	4,600	\$	
1b	Grade and compact base material	02231	Square metre	4,600	\$	\$
1c	Supply, place and compact one 65 mm lift of Upper Course #1	02512	Tonne	730	\$	\$
Cowan Road (located north of the Salal Road, cul-de-sac to the road barricade)						
2	Full Depth Reclamation consisting of in-place pulverizing and blending of the existing pavement and base materials up to a 300 mm maximum depth	02575	Square metre	800		
<b>TOTAL FOR SCHEDULE 'A' – 2011 PAVEMENT REHABILITATION</b>						<b>\$</b>

(See paragraph 5.3.1 of the Instructions to Tenderers - Part II)  
(All prices and Quotations including the Contract Price shall include all Taxes, exclusive of HST.)

**FORM OF TENDER SUMMARY**

**SCHEDULE 'A' TENDER PRICE TOTAL (Form of Tender page 5).....\$ \_\_\_\_\_**  
**2011 PAVEMENT REHABILITATION**

**TENDER PRICE.....\$ \_\_\_\_\_**

Tenderer's Initials \_\_\_\_\_

**Tenderer's Company Name and Address**

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Tenderer's Initials\_\_\_\_\_



## EXPERIENCE OF SUPERINTENDENT

Name: \_\_\_\_\_

Experience:

Dates: \_\_\_\_\_

Project Name: \_\_\_\_\_

Responsibility: \_\_\_\_\_

References: \_\_\_\_\_

Dates: \_\_\_\_\_

Project Name: \_\_\_\_\_

Responsibility: \_\_\_\_\_

References: \_\_\_\_\_

Dates: \_\_\_\_\_

Project Name: \_\_\_\_\_

Responsibility: \_\_\_\_\_

References: \_\_\_\_\_

(See paragraph 5.3.3 of the Instructions to Tenderers - Part II)

Tenderer's Initials \_\_\_\_\_





**THIS AGREEMENT** made in duplicate this \_\_\_\_ day of \_\_\_\_ 2011

**Contract:** 2011 Pavement Rehabilitation

**Reference No.** CONTRACT #10-2011

**BETWEEN:**

**BOWEN ISLAND MUNICIPALITY**

(the "Owner")

**AND:**

(the "Contractor")

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

**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 **Pavement Rehabilitation-** The *Contractor* will commence the Pavement Rehabilitation portion of 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 preliminary construction schedule as required by the *Contract Documents* and will achieve *Substantial Performance* of the *Work* on or before **July 15, 2011** 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*.

**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*.

**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*.

#### **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.

#### **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*.

**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*:

**Bowen Island Municipality**

**981 Artisan Lane**

**Bowen Island, B.C. V0N 1G0**

**Fax: (604) 947-0193**

**Attention: Wil Hilsen**

The *Contractor*:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Fax:** \_\_\_\_\_

**Attention:** \_\_\_\_\_

The *Contract Administrator*:

**Bowen Island Municipality**

**981 Artisan Lane**

**Bowen Island, B.C. V0N 1G0**

**Fax: (604) 947-0193**

**Attention: Wil Hilsen**

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 Tender apply to the sender.

**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*.

7.2 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*.

7.3 A word in the *Contract Documents* in the singular includes the plural and, in each case, vice versa.

7.4 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)

*Owner:*

**THE CORPORATION OF BOWEN ISLAND MUNICIPALITY**  
(FULL LEGAL NAME OF OWNER)

\_\_\_\_\_  
(AUTHORIZED SIGNATORY)

\_\_\_\_\_  
(AUTHORIZED SIGNATORY)

## 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 January 1996, (revised April 2000). All sections of this publication are included in the *Contract Documents*.

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

**Schedule 2**

**List of Drawings**

**(COMPLETE LISTING OF ALL DRAWINGS, PLANS AND SKETCHES THAT ARE PART OF THE CONTRACT DOCUMENTS)**

TITLE	DRAWING NO.	DATE	REVISION DATE	REVISION NO.
<b>Contract Drawings</b>				
n/a	n/a	n/a	n/a	n/a

This section of the *Contract Documents* modifies the MMCD General Conditions. These modifications are described in the following paragraphs.

**Add Clause 4.2.2 Emergency Contact Numbers**

Before commencing any work at the *Place of the Work*, the *Contractor* shall provide the *Contract Administrator* with a list of at least three persons who have authority to act on behalf of the *Contractor* in an emergency. At least one of the persons shall be available outside normal working hours of the *Owner* (Monday to Friday, 8:30 a.m. to 4:30 p.m.).

**Add Clause 4.2.3 Additional Safety Requirements**

The *Owner* will require written certification of the following safety related items:

4.2.3.1 The successful *Contractor* will be designated the “Prime Contractor” for this project under the regulations of the Workers Compensation Act and Occupational Health and Safety Regulations and must fulfill all of the obligations required of a *Prime Contractor*. While on the sites of the work, all persons at the work site must adhere to the *Contractor’s* safety requirements.

4.2.3.2 The *Contractor* shall designate, in writing, an authorized and qualified safety coordinator in charge of the *Contractor’s* safety program, plus designate an alternate should this individual not be available.

4.2.3.3 The *Contractor* shall provide written assurances that the *Contractor* has complied with Part 3, Rights and Responsibilities, Occupational Health and Safety Programs of the WCB, BC Regulation 296/97, as amended by BC Regulation 185/99. The assurances shall include the following:

a. The *Contractor* shall provide an Occupational Health and Safety Program in accordance with Part 3, Section 3.3 of the Occupational Health and Safety Regulations.

b. The *Contractor* shall ensure that all *Subcontractors* also comply with Part 3 of the Occupational Health and Safety Regulation. The *Contractor* shall coordinate the daily on-site safety activities of all *Subcontractors*.

c. The *Contractor* shall provide copies to the *Contract Administrator* of Occupational Health and Safety Committee meeting minutes and any Accident Investigation Reports during the course of the *Contract*.

4.2.3.4 The *Contractor* shall provide first aid coverage for each and every site that a crew is working. An employee with Level 1 First Aid (the employee must have a valid card in possession) is required at each location where 2 or more employees are working, along with an approved Level 1 first aid kit. The *Contractor* shall ensure that all *Subcontractors* also meet these requirements.

### **Article 4.3 Protection of Work, Property and the Public**

#### **Add the following to Clause 4.3.4:**

Upon request, the *Owner* will make available its records of existing utilities but the *Owner* does not in any way guarantee the accuracy or completeness of this information.

### **Article 4.12 Inspections**

#### **Modify Clause 4.12.1 to read as follows:**

The *Owner* will perform, or cause to be performed, all test and inspections required for the *Work* at no cost to the *Contractor*, other than the costs specified in Clause 4.12.3b. The *Contractor* shall continue to be responsible for obtaining all outstanding approvals required for the *Work*.

#### **Add Clause 4.12.6 Owner Inspection Services**

All *Work* will be inspected by the *Contract Administrator*.

The *Owner* provides inspection services from 07:00 to 16:30 on each regular week day, excluding weekends and holidays. If the *Contractor* wishes to *Work* outside of the regular *Owner's* inspection services hours, the *Contractor* shall submit a written notification to the *Contract Administrator* describing the nature of the *Work*, the equipment to be used and the time frame in which the *Work* is to be undertaken. If, in the *Contract Administrator's* judgment, all or a portion of such *Work* requires inspection, then the *Contractor* shall pay for the inspection and the *Owner* may deduct such inspection costs from payments owing to the *Contractor*. The all-inclusive rates for inspection, excluding HST will be as follows:

- \$55.00 per hour for the first 2 hours during any regular week day
- \$70.00 per hour for each additional hour during any regular week day
- \$70.00 per hour for weekends and holiday with a minimum 4 hour callout

### **Article 18.5 Payment**

#### **Revise the first paragraph of Clause 18.5.1 to read as follows:**

"The net amount shown for payment on a Payment Certificate shall be due and payable to the *Contractor* on or before the **30<sup>th</sup> Day** after the issuance of the *Payment Certificate*."

## 1. GENERAL

**1.0** This section of the *Contract Document* consists of clauses which apply particularly to this *Contract*, and in particular, to Schedule 'A' contained in Appendix 1 of the Form of Tender. In the event of a conflict between these clauses and those of the MMCD Volume II, Specifications, the clauses contained in this section shall govern.

### 1.1 Related Work

1.1	Reshaping Granular Roadbed	Section 02231
1.2	Aggregates and Granular Materials	Section 02226
1.3	Granular Base	Section 02233
1.4	Hot-Mix Asphalt Concrete Paving	Section 02512
1.5	Full Depth Reclamation	Section 02575

### 1.2 Scope of Work

#### 1.2.1 Intended Techniques

##### **Item No. 1**

The intended technique for Item No. 1 is to use Full Depth Reclamation procedures to a 300 mm maximum depth on a Bowen Bay Road with an approximate width of 6.1 metres, to supplement the reclaimed base with up to 150 mm granular base material that is to be supplied and delivered on site by the *Owner*, and including initial and complete final grading of the road base to achieve a 2% crossfall or 2% crown, compact base and to supply, place and compact one 65mm layer of Upper Course #1.

Water application and roller compaction is to be the responsibility of the *Contractor*. Water is to be supplied by the *Owner*. Traffic control is to be supplied by the *Owner*.

##### **Item No. 2**

The intended technique for Item No. 2 is to use Full Depth Reclamation procedures to a 300 mm maximum depth on the portion of Cowan Road (located north of the Salal Road, cul-de-sac to the road barricade), with an approximate width of 5.0 metres.

Water application and roller compaction is to be the responsibility of the *Contractor*. Water is to be supplied by the *Owner*. Traffic control is to be supplied by the *Owner*.

### 1.3 Compliance with the time schedule

1.3.1 The contractor shall complete the Work in accordance with the *Construction Schedule* as provided by GC 4.6.1, and any amendment thereto.

- 1.3.2 If the *Contractor* fails to achieve completion of any specified portion of the *Work* on or before the corresponding *Milestone Date* or the *Completion Date*, then in addition to and without limiting any other remedy available to the *Owner* under the *Contract*, the *Owner* or any representative of the *Owner* may elect to proceed with one or more of the following:
- a) terminate the *Contract*,
  - b) where the *Contractor* has failed to achieve completion of the portion of the *Work* corresponding to a *Milestone Date* on or before a *Milestone Date*, require the *Contractor* to pay consideration in the amount specified in the *Supplemental General Conditions* as consideration for late completion for each day or part thereof between the specified *Milestone Date* and the actual date upon which the relevant portion of the *Work* is completed;
  - c) where the *Contractor* has failed to complete the *Work* on or before the *Completion Date*, require the *Contractor* to pay consideration in the amount of \$1000 (not needed - specified in the table below) as consideration for late completion for each day or part thereof between the specified *Completion Date* and the *Actual Completion Date* or the date that the Municipality elects another remedy under 1.3.5; and
  - d) extend the *Completion Date* or *Milestone Date*, as the case may be, for such period as the *Owner* or any representative of the *Owner* determines, without requiring the *Contractor* to pay any consideration during such extended time.
- 1.3.3 Should the consideration periods associated with 1.3.2 (b) and 1.3.2 (c) overlap, the *Owner* shall waive the lesser of the two daily amounts for the overlapping days.
- 1.3.4 If the *Owner* or any representative of the *Owner* elects to extend a *Milestone Date* or the *Completion Date* pursuant to 1.3.2 (d), and the *Contractor* does not complete the *Work* on or before such extended *Milestone Date* or *Completion Date* then, upon written notice by the *Owner* or any representative of the *Owner*, the *Owner* may avail itself of any remedy available to the *Owner*, including without limitation one or more of the remedies specified in 1.3.2
- 1.3.5 It is a condition of any extension to the *Milestone Date* or the *Completion Date* pursuant to 1.3.2 (d) that the *Contractor* shall proceed diligently to complete the *Work*.
- 1.3.6 If the *Owner* elects to require the *Contractor* to pay consideration pursuant to 1.3.2 (b) or 1.3.2 (c) and the *Contractor* fails to complete the *Work* within a reasonable time, as determined in the discretion of the *Owner* or any representative of the *Owner*, after the relevant *Completion Date* or *Milestone Date*, then, upon notice from the *Owner* or any representative of the *Owner* to the *Contractor*, the *Owner* may avail itself of any remedy available to the *Owner* under the *Contract*, including without limitation termination.

- 1.3.7 Any payment to be made by the *Contractor* pursuant to 1.3.1 relates directly to the performance by the *Contractor* of a condition, covenant, or promise in the *Contract* and shall not be construed by the parties as punitive but as importing a reasonable measure by mutual consent of the minimum damages caused to the *Owner* by the *Contractor's* failure or neglect.

#### 1.4 Extension of Time

- 1.4.1 The *Owner* may grant an *Extension of Time* for the impact on the *Completion Date* or on any *Milestone Date* of:

- a) a *Change to Work*
- b) *Changed Conditions*; or
- c) a material delay, cessation or stoppage in the performance of the *Work*, or any part thereof, caused by any one of the following events:
  - i) a *Reimbursable Delay*;
  - ii) a strike (including, without limitation, illegal work stoppage or slow down), lockout, or other labour dispute;
  - iii) an event arising in connection with conditions resulting from Abnormal or unexpected patterns of occurrence on the Site, including without limitation:
    - A) Abnormal weather conditions,
    - B) Abnormal road restrictions,

- iv) any other event beyond the control of the *Contractor*

- 1.4.2 Notwithstanding 1.4.1, the *Owner* shall only grant an *Extension of Time* where:

- a) the *Contractor* has diligently proceeded with the *Work*;
- b) the *Contractor* has applied all reasonable means to complete the *Work* by the *Completion Date*, or the portion thereof corresponding to the applicable *Milestone Date*.

- 1.4.3 The *Contractor* may, not later than fourteen (14) days after the occurrence or the detection of any one of the events referenced in 1.4.1, submit to the *Owner* or any representative of the *Owner* a notice for an *Extension of Time*, specifying the event, describing how the requirements set out in 1.4.2 are satisfied, and proposing the period of time by which the *Completion Date* or the applicable *Milestone Date*, should be extended.

- 1.4.4 Not later than fourteen (14) days after receiving the *Notice for an Extension of Time*, the *Owner* shall deliver a written reply to the *Contractor*:

- a) granting the *Extension of Time* for the time period proposed by the *Contractor* pursuant to 1.4.3; or
- b) refusing to grant the *Extension of Time* and setting out the reasons for such refusal.

- 1.4.5 Where a delay occurs because of two or more causes acting concurrently, one of which is the responsibility of the *Contractor*, and the other or others are the responsibility of the *Owner* or a third party, then:

- a) where the delay for which the *Contractor* is responsible commences first, no *Extension of Time* shall be granted for the period commencing

when such delay first occurred and ending when the said cause of such delay ceases to operate:

b) where the delay for which the *Owner* or a third party is responsible commences first, an *Extension of Time* shall, subject to 1.4.6 and 1.4.7, be granted for the period commencing when such delay first occurred and ending when the said cause of such delay ceases to operate; and  
c) where the delay commences as a result of concurrent causes, then an *Extension of Time* shall, subject to 1.4.6 and 1.4.7, be granted in the amount of one-half (1/2) the duration between the date of commencement of the delay until the time the first of any one of the concurrent causes ceases to operate.

1.4.6 An *Extension of Time* shall only be granted for the period of time that exceeds the available *float time* (the length of time an activity may be delayed without affecting completion by a *Milestone Date* or the *Completion Date*).

1.4.7 Notwithstanding 1.4.6, where, in the opinion of the *Owner* or any representative of the *Owner*, a significant portion of the said float time has been consumed by events for which the *Owner* is responsible and the *Contractor* subsequently suffers a delay which consumes more time than can be accommodated within the remaining float time, the *Owner* may give consideration to granting an *Extension of Time*.

## 1.5 Change of Completion Date

1.5.1 Where the *Owner* grants an *Extension of Time* pursuant to 1.4, any affected *Milestone Date* and, where affected, the *Completion Date*, shall be extended by the number of days in the *Extension of Time*.

## 1.6 Extension of Time for Inclement Weather

1.6.1 The *Owner* or any representative of the *Owner* may grant an *Extension of Time* under 1.4.1 (c)(iv) as amended by the *Supplemental General Conditions (SGC)*, on account of inclement weather. Any such extension will be made solely at the *Owner's* or any representative of the *Owner's* discretion, and, if made, will reflect the following conditions:

a) Where there is delay for reasons of inclement weather, or conditions resulting from inclement weather, such delays will be considered when the *Contractor* cancels work for the shift based on forecasted inclement weather or when the *Contractor* works on the roadway surface less than half a normal working day for reasons of inclement weather. A normal working day shall be considered as eight (8) working hours.

b) In the case of a *Contractor* employing multiple shifts, once a total of eight (8) working hours is reached by adding the working hours from each shift, then it will have been deemed the *Contractor* has worked that day and there is no delay for reasons of inclement weather.