



Cowichan Valley Regional District

TENDER NO. ES-015-17

SOUTH OYSTER SCHOOL ROAD – WATERMAIN REPLACEMENT

SUMMARY

Closing Date:	Friday, May 26, 2017
Time:	2:00 pm at CVRD Ingram Street Office
Location:	Cowichan Valley Regional District 175 Ingram Street DUNCAN, BC V9L 1N8
Attention:	Anthony Jeffery, Procurement Officer



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TENDER NO. ES-015-17

SOUTH OYSTER SCHOOL ROAD – WATERMAIN REPLACEMENT

INVITATION TO TENDER

TENDER

The Owner, the Cowichan Valley Regional District (CVRD), offers to receive Tenders for the **Replacement of the existing watermain on South Oyster School Road between Seavista Road and Hilsea Road easement (between sta 1+420 and sta 1+130)**. Tenders must be sealed and signed and clearly marked **"ES-015-17 South Oyster School Road – Watermain Replacement"** and will be received by Anthony Jeffery, Procurement Officer, Cowichan Valley Regional District, 175 Ingram Street, Duncan, BC, V9L 1N8, until **2:00 p.m., Friday, May 26, 2017**, by hand delivery or mail.

Tenders or amendments submitted by facsimile or email will not be accepted. The lowest or any tender may not necessarily be accepted. Incomplete tenders will be considered noncompliant and returned to the tenderer. Tenders submitted after the stated opening time will be returned unopened to the tenderer. Amendments to the submitted tender will be permitted, if received in writing prior to tender closing, and if endorsed by the same party or parties who signed and sealed the offer.

SCOPE

The intent of this tender is to obtain an offer to complete all the work for a Stipulated Price Contract in accordance with the Contract Documents. The works will include installation of 290 meters of 150mm water supply pipe work, including supply and installation of related fittings and appurtenances, and tie-ins to existing mains. Contractors will be required to use construction methods that minimize impact to existing landscaping and residential property. The Contractor is to supply all labour, equipment and aggregates to make good the installation of the supply main.

South Oyster School Road works as per Design Drawing 1297-C-01, from Tie-in Detail B to Tie-in Detail A (sta 1+130 to 1+020) is considered **Optional Work** as outlined in the Schedule of Prices, Optional Works.

The project is located in Saltair, approximately 6 km south of Ladysmith, BC, on Vancouver Island.

INQUIRIES

Tender inquiries may be directed to Anthony Jeffery, Procurement Officer, via email to ajeffery@cvrld.bc.ca

CONTRACT DOCUMENTS

Contract Documents may be obtained from the CVRD's website at www.cvrld.bc.ca or from BC Bid. The successful bidder will be expected to enter into a Stipulated Price Contract.

SITE VISIT

A non-mandatory site visit have been arranged for Monday, May 15, at 10:00 a.m. at the corner of South Oyster School Road and Seavista Road

INSTRUCTIONS TO TENDERERS

OWNER: Cowichan Valley Regional District
CONTRACT TITLE: South Oyster School Road – Watermain Replacement
CONTRACT NO.: TENDER ES-015-17

1.0 Introduction

The intent of this tender is to obtain an offer to complete all the work for a Stipulated Price Contract, in accordance with the Contract Documents. The works will include installation of 290 meters of 150mm watermain along South Oyster School Road. Contractors will be required to use construction methods that minimize impact to existing landscaping and residential property. The Contractor to supply all labour, equipment, miscellaneous parts and aggregates to make good the installation of the watermain.

2.0 Inquiries

Direct all inquiries regarding the *Contract* to:

Cowichan Valley Regional District
175 Ingram Street
Duncan, BC V9L 1N8
Phone: 250-746-2580

Attention: Anthony Jeffery

3.0 Tender Documents

- 3.1 The tender documents, which a tenderer should review to prepare a tender, consist of all of the *Contract Documents* listed in the Form of Tender - Appendix A, entitled "List of Bid Documents".
- 3.2 Portions of the *Contract Documents* are included by reference. Copies of these documents have not been included with the tender package. These documents are the:

CCDC-2: Stipulated Price Contract:

- .1 Definitions
- .2 General Conditions

They are those contained in the publication entitled "Standard Construction Document CCDC-2 (2008) – Stipulated Price Contract", and

Master Municipal construction Documents (MMCD):

- 1 Specification and Standard Detail Drawings (MMCD): For all construction specifications, details and drawings.

These documents are contained in the Master Municipal Construction Documents (MMCD) – "General Conditions, Specifications and Standard Detail Drawings", Platinum edition dated 2009 including all updates

- 3.3 Any additional information made available to tenderers prior to the Tender

4.0 Addenda

- 4.1 Questions arising during the bidding period shall be in writing and directed to:

Attention: Anthony Jeffery, Procurement Officer
Email: ajeffery@cprd.bc.ca

A summary of the questions and any changes in the *Work*, will be included in an ADDENDUM, a written communication issued by the Owner. All ADDENDA shall be acknowledged by the Tenderer in the Form of Tender.

- 4.2 ADDENDA will not be issued later than three (3) calendar days before the Tender closing date.
- 4.3 Tenderers shall not be entitled to make any claim for compensation for any costs or damages for the execution of this tender.

5.0 Submission of Tenders

- 5.1 Tenders must be submitted in a sealed envelope, marked on the outside with the above *Contract* Title and No., and must be received by the office of:

Anthony Jeffery, Procurement Officer

on or before:

Tender Closing Time: **2:00 pm** local time
Tender Closing Date: **Friday, May 26, 2017**

at:

Cowichan Valley Regional District
175 Ingram Street
Duncan, BC V9L 1N8

- 5.2 Late tenders will not be accepted or considered, and will be returned unopened within 15 Days of receipt of the written Notice of Award deliver to the Owner:

6.0 Bonds

A Performance Bond and a Labour and Material Payment Bond will be required, 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.

7.0 Award

- 7.1 After acceptance by the CVRD, a written acceptance will be issued to the successful Bidder.
- 7.2 Tenders received after the tender close date and time will be rejected and returned unopened.
- 7.3 The successful tenderer and the Owner will enter into a Stipulated Price Contract by the execution of the Form of Agreement in the forms included in the tender documents.
- 7.4 The Owner has the right to accept the tender which it deems most advantageous to the CVRD and the right to reject any or all tenders. The owner's liability, in the aggregate, for any breach or breaches of any Contract formed upon by the submission of the tender will be limited to Five Thousand Dollars (\$5,000) or a reasonable cost of preparation of the Tender.

8.0 Sales Tax and Other

Any contract awarded as a result of the Tender will be subject to GST. GST is therefore to be shown separately and will not be shown in the Tender Submission. All other taxes are to be included in the Stipulated Price.

9.0 WORK SAFE BC, Declaration and Liability Insurance

- 9.1 The Tenderer must be registered with Work Safe BC. Execution of this tender form shall constitute a warranty that the tenderer's assessment is not in arrears.
- 9.2 The Contractor will be considered by the Owner as the Prime Contractor on this project and shall be required to submit all Work Safe BC assurance and approvals for the duration of the work. The Contractor to submit a "Notice of Project" to Work Safe BC.

- 9.3** After acceptance by the CVRD, successful contractor will submit copies of current liability insurance "with the CVRD as additional named insured" and standing with Work Safe BC.
- 9.4** Prior to release of final payment, the Contractor shall provide a Statutory Declaration that all employees, subcontractors and suppliers used in conjunction with the work have been fully paid and satisfied by the contractor and witnessed by a Notary Public or a Commissioner for taking Affidavits and submitted to the CVRD.

FORM OF TENDER

(TO BE USED ONLY WITH THE DEFINITIONS AND GENERAL CONDITIONS OF THE "STANDARD CONSTRUCTION DOCUMENT CCDC-2 (2008) – STIPULATED PRICE CONTRACT".)

OWNER: Cowichan Valley Regional District
CONTRACT TITLE: South Oyster School Road – Watermain Replacement
CONTRACT NO.: TENDER ES-015-17

1.0 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 "Standard Construction Document CCDC-2 (2008) – Stipulated Price Contract", 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

2.0 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 _____
(WORK DURATION OR DATE)

2.3 Schedule of Prices

Contract Works

DESCRIPTION OF WORKS	UNIT	QUANTITY	UNIT RATE (\$)	TOTAL AMOUNT (\$)
Install 150mm C900 PVC Watermain and all other appurtenances as shown on Design drawings from Tie In at Detail "B" to "C" (sta. 1+130 to 1+420) including connections to existing water mains and services	LS	1		
Short Side 19mm water services c/w meter setters and boxes	each	6		
Single Long side 19mm water services including paving c/w meter setters and boxes	each	12		
50mm HAMAC c/w base and sub-base gravels	Sq.m	70		
Mobilization and demobilization	LS	2		

Optional Works

DESCRIPTION OF WORKS	UNIT	QUANTITY	UNIT RATE (\$)	TOTAL AMOUNT (\$)
Install 150mm C900 PVC Watermain and all other appurtenances as shown on Design drawings from Tie In at Detail "B" to "A" (sta 1+130 to sta 1+020) including connections to existing water mains and services	LS	1		
Short Side 19mm water services c/w meter setters and boxes	each	2		
Single Long side 19mm water services including paving c/w meter setters and boxes	each	5		
50mm HAMAC c/w base and sub-base gravels	Sq.m	70		

Provisional Item

DESCRIPTION OF WORKS	UNIT	QUANTITY	UNIT RATE (\$)	TOTAL AMOUNT (\$)
Trench Rock	Cu. m.	1		
Stand-by time for excavator	Hr.	1		
Double Long side 19mm water services including paving c/w meter setters and boxes	each	1		
Standy-by time for compactor	Hr.	1		
Standy-by time for Dump Trucj	Hr.	1		
Standy-by time for staff (Operator)	Hr.	1		
Standy-by time for staff (Labourer)	Hr.	1		
Standy-by time for staff (Superintendent)	Hr.	1		

2.4 to do the Contract Work for the stipulated price of _____ Dollars (\$ _____) in Canadian funds, and excludes GST.

2.5 to do the Optional Work for the stipulated price of _____ Dollars (\$ _____) in Canadian funds, and excludes GST.

3.0 WE CONFIRM:

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

Appendix A

4.0 WE AGREE:

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:

Within 15 Days of receipt of the written Notice of Award, deliver to the Owner:

- 4.1 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*, and
- 4.2 a detailed Construction Schedule in Microsoft Project format; and
 - 4.3 commence the *Work* within 1 week of receipt of written "Notice to Proceed", or such longer time as may be otherwise specified in the Notice to Proceed; and
 - 4.4 a "clearance letter" indicating that the tenderer is in WCB compliance; and
 - 4.5 a copy of the insurance policies as specified in GC 11.1 indicating that all such insurance coverage is in place and;
 - 4.6 sign the *Contract Documents* and;
 - 4.7 provide the contractor's safe work procedures for safe handling of Asbestos pipe.

5.0 WE AGREE:

That, if we receive written Notice of Award of this *Contract* and, contrary to Paragraph 4 of this Form of Tender, we:

- 5.1 fail or refuse to deliver the documents as specified by paragraph 4.0 of this Form of Tender; or
- 5.2 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.

6.0 OUR ADDRESS IS AS FOLLOWS:

Phone: _____

Attention: _____

This Tender is executed this _____ day of _____, 2017.

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

APPENDIX A – LIST OF BID DOCUMENTS

OWNER: Cowichan Valley Regional District
CONTRACT TITLE: South Oyster School Road – Watermain Replacement
CONTRACT NO.: TENDER ES-015-17

The following is the list or description of the Bid Documents referred to in the Bid for the above named Project.

NOTE: The documents noted with “***” are included with the bid documents by reference and are contained in the “Standard Construction Document CCDC-2 (2008) – Stipulated Price Contract”. The documents noted with “**” are included with the bid documents by reference and are contained in the Master Municipal Construction Documents, platinum edition 2009 and all updates.

- 1 Instructions To Tenderers;
- 2 Form of Tender, including Appendix A;
- 3 Form of Agreement, including all Schedules;
- 4 Definitions**;
- 5 Supplementary General Conditions;
- 6 General Conditions **;
- 7 Supplementary Specifications
- 8 Specifications and Drawings *
- 9 Design Drawings/Documents listed in Schedule 2 to the Agreement;
- 10 Addenda:

FORM OF AGREEMENT

(TO BE USED ONLY WITH THE DEFINITIONS AND GENERAL CONDITIONS OF THE "STANDARD CONSTRUCTION DOCUMENT CCDC-2 (2008) – STIPULATED PRICE CONTRACT".)

THIS AGREEMENT made in duplicate this _____ day of _____, 2017.

OWNER: Cowichan Valley Regional District
CONTRACT TITLE: South Oyster School Road – Watermain Replacement
CONTRACT NO.: TENDER ES-015-17

BETWEEN:

COWICHAN VALLEY REGIONAL DISTRICT
175 Ingram Street, Duncan, in the
Province of British Columbia

(the "Owner")

AND:

(NAME AND OFFICE ADDRESS OF CONTRACTOR)

(the "Contractor")

The Owner and the Contractor agree as follows:

ARTICLE A-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. The works contained under this contract include construction, per the Contract drawings.
- 1.2** The Contractor will commence the Work in accordance with the Notice to Proceed. The Contractor will proceed with the Work diligently, will perform the Work generally in accordance with the construction schedules as required by the Contract Documents and will achieve Substantial Performance of the Work on or before _____, subject to the provisions of the Contract Documents for adjustments to the Contract Time.
- 1.3** Time shall be of the essence of the Contract. See SUPPLEMENTARY GENERAL CONDITIONS and SPECIFICATIONS for additional conditions.

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

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 A-3 CONTRACT DOCUMENTS

The "Contract Documents" consist of the documents listed or referred to in Schedule 1, entitled "Schedule of Contract Documents", which is attached and forms a part of this Agreement, and includes any and all

additional and amending documents issued in accordance with the provisions of the Contract Documents. All of the Contract Documents shall constitute the entire Contract between the Owner and the Contractor.

ARTICLE A-4 CONTRACT PRICE

4.1 The price for the Work ("Contract Price") in Canadian dollars, excluding GST is:

_____ and _____ cents \$ _____

4.2 The Contract price is subject to 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.

4.3 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 A-5 PAYMENT

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

5.2 Subject to the provisions of the Contract Documents, and in accordance with legislation and statutory regulations respecting holdback percentages, the Owner shall in Canadian funds:

5.2.1 make progress payments to the Contractor on account of the Contract Price when due in the amount certified by the Consultant together with GST;

5.2.2 upon Substantial Performance of the Work, pay to the Contractor the unpaid balance of the holdback amount when due together with GST; and

5.2.3 upon the issuance of the final certificate for payment, pay to the Contractor the unpaid balance of the Contract Price when due together with GST.

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES

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 email, or by pre-paid registered mail to the addresses as set out below:

The Owner:

Cowichan Valley Regional District

175 Ingram Street

Duncan, BC V9L 1N8

Represented by:

Email: | ldaugenet@cavrd.bc.ca

Attention: Lisa Daugenet, Engineering Technologist

The Contractor:

Email: _____

Attention: _____

The Consultant (Contract Administrator):

Cam Williams, ASCT., Cowichan Engineering Services Ltd.

6468 Norcross Road, Duncan, V9L 6C5

Fax: (250) 737-1551

Email: consultcd@shaw.ca

Attention: Cam Williams, ASCT

- 6.1 A communication or notice that is addressed as above shall be considered to have been received:
- 6.1.1 immediately upon delivery, if delivered by hand; or
 - 6.1.2 immediately upon transmission if sent and received by email; or
 - 6.1.3 after 5 days from date of posting if sent by registered mail.
- 6.2 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.
- 6.3 The sender of a notice by email assumes all risk that the email will be received properly.

ARTICLE A-7 RIGHTS AND REMEDIES

- 7.1 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.
- 7.2 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 A-8 GENERAL

- 8.1 The Contract Documents are to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties, and subject to the law and the provisions of the Contract Documents shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.
- 8.2 This Contract shall be construed according to the laws of British Columbia.
- 8.3 The Contractor shall not, without the express written consent of the Owner, assign this Contract, or any portion of this Contract.

- 8.4 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.
- 8.5 A word in the Contract Documents in the singular includes the plural and, in each case, vice versa.
- 8.6 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))

Seal

(AUTHORIZED SIGNATORY))

Witness to above signature: _____)

Name: _____)

Occupation: _____)

Address: _____)

Owner: _____)

The Corporate Seal of the
COWICHAN VALLEY REGIONAL DISTRICT
was hereunto affixed in the presence of: _____)

Jon Lefebure, Chair)

Seal

Joe Barry, Corporate Secretary)

SCHEDULE 1 - CONTRACT DOCUMENTS

OWNER: Cowichan Valley Regional District
CONTRACT TITLE: South Oyster School Road – Watermain Replacement
CONTRACT NO.: TENDER ES-015-17

The following is the list or description of the Bid Documents referred to in the Bid for the above named *Project*:

NOTE: The documents noted with “***” are included with the contract documents by reference and are contained in the “Standard Construction Document CCDC-2 (2008) – Stipulated Price Contract”. The documents noted with “**” are included with the contract documents by reference and are contained in the Master Municipal Construction Documents, platinum edition 2009 and all updates.

- 1 Instructions To Tenderers;
- 2 Form of Tender, including Appendix A;
- 3 Form of Agreement, including all Schedules;
- 4 Definitions**;
- 5 Supplementary General Conditions;
- 6 General Conditions **;
- 7 Supplementary Specifications
- 8 Specifications and Drawings *
- 9 Design Drawings/Documents listed in Schedule 2 to the Agreement;
- 10 The following Addenda:

Addendum No.	Date

SCHEDULE 2 - LIST OF CONTRACT DRAWINGS/DOCUMENTS

OWNER: Cowichan Valley Regional District
CONTRACT TITLE: South Oyster School Road – Watermain Replacement
CONTRACT NO.: TENDER ES-015-17

List of Contract Drawings

TITLE	DRAWING NO.	DATE	REV NO.
FIGURE 1 - DESIGN DRAWINGS (TITLE PAGE)	1 of 2	May 02, 2017	-
FIGURE 2 - DESIGN DRAWING (1297-C-01)	2 of 2	May 02, 2017	A
FIGURE 3 – MOTI Construction Permit	4 PAGES	Mar 24, 2017	-

SUPPLEMENTARY GENERAL CONDITIONS

The provisions of the Standard Construction Document CCDC 2 – 2008 Stipulated Price Contract, are modified and supplemented as follows:

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

SGC 1.1.7 Amend GC 1.1.7 OF SECTION GC 1.1 Contract Documents

Amend GC 1.1.7 by adding the underlined words and deleting the ~~struck-out~~ words:

1.1.7 If there is a conflict within the Contract Documents:

- .1 the order of priority of documents, from highest to lowest, shall be
 - Agreement between the Owner and the Contractor,
 - Addenda,
 - Definitions,
 - Supplementary General Conditions,
 - General Conditions,
 - ~~Division 1 of the~~ Supplementary Specifications,
 - ~~technical~~ MMCD Specifications and Drawings,
 - ~~material and finishing schedules,~~
 - Drawings
 - Tender ES-015-17
- .2 Drawings of larger scale shall govern over those of smaller scale of the same date.
- .3 dimensions shown on Drawings shall govern over dimensions scaled from Drawings.
- .4 later dated documents shall govern over earlier documents of the same type.

SGC 9.1 Add to Section GC 9.1 – Protection of Work and Property:

- 9.1.5 Before commencing any Work at the Place of the Work, the Contractor shall be responsible to locate in three dimensions all underground utilities and structures indicated on the Contract Documents as being at the Place of the Work. The Contractor shall also be responsible to consult with all utility corporations that provide electricity, communication, gas or other utility services in the area of the Place of the Work, to locate in three dimensions all underground utilities for which they have records. The Contractor shall also locate in three dimensions any other utilities or underground structures that are reasonably apparent in an inspection of the Place of the Work.”

SGC 9.4 Add to Section GC 9.4 – Construction Safety:

- 9.4.2 The Contractor shall be responsible for safety management for all persons who are present within the boundaries of the Work Site Plan including but not limited to the Contractor’s worker, the Subcontractor’s workers, the Owner, the Contract Administrator, or any other inspector or agent appointed by either of them, and other Contractor’s workers and anyone else.
- 9.4.3 The Contractor shall investigate thoroughly the nature and conditions of the project as well as the requirements of the job procedures and should be prepared to, if warranted, implement a more comprehensive safety program than is required by the regulations specified under GC 3.4.1.
- 9.4.4 The Contractor shall develop and be responsible to maintain a project-specific work site safety program, tailored specifically to the work of the contract, and shall be acceptable in all respects to the regulations specified under GC 3.4.1.

- 9.4.5 The Contractor shall be solely and completely responsible for the overall safety program on the work site during the performance of the work, to ensure the safety of all persons at the work site, and to safely coordinate all activities on the work site. This requirement shall apply continuously, and not be limited to normal working hours.
- 9.4.6 The Contractor shall make itself, its employees, Subcontractors, suppliers, the Owner, the Contract Administrator, and all others that the contractor brings to the work site, aware of the safety and security rules, regulations, and requirements in effect at the work site.
- 9.4.7 The Contractor shall provide site safety orientation for all Contractor and Subcontractor employees and visitors to the site. This presentation must be made before their work commences, or an appropriately trained worker must escort them.
- 9.4.8 The Contractor shall be proactive in its approach towards safety and shall anticipate problems, correcting situations before they occur. The Contractor shall have a means of inspecting the work site to ensure all personnel meet or exceed the minimum safety requirements, all unsafe conditions are corrected immediately, and proper discipline is enforced. A lax attitude towards safety will not be tolerated on the work site.

GC 11.1.1.3, GC 11.1.1.4, GC 11.1.1.5, GC 11.1.1.6 and GC 11.1.1.7 are not applicable.

SGC 12.3.7 Add to Section GC 12.3 – Warranty: 12.3.7 Notwithstanding the foregoing, the Contractor will not be responsible in any way for any plumbing downstream of the meter installation."

SUPPLEMENTARY SPECIFICATIONS

1.0 Description of Work

As part of the Saltair Watermain Upgrades, the CVRD will engage the services of the Contractor to install up to 290 meters of 150mm watermain along South Oyster School Road. The contractor will supply all labour, subcontractors, aggregates and equipment to make good the installation of the meter assembly complete with restoration of construction site.

Contract Administration will be in accordance with CCDC-2 Stipulated Sum Contract. Construction to be completed in accordance with MMCD specifications and drawings and CVRD Subdivision Bylaw 1215.

2.0 The Contractor

2.1 Contractor to install 290 meters of 150mm water supply main, including supply and installation of related fittings and appurtenances, and tie ins to existing mains as shown in Figures 1 & 2

2.2 Contractor to record any anomalies noted with installation such as leaks, unusual type of pipe, exceptional depth or issues with site restoration or owner and submit to the Contract Administrator,

2.3 Contractor to place existing meters on new services after replacement main has been pressure tested and a successful bacteriological water test has been completed

2.4 The Contractor will restore site to "as good as" or better than the original condition including, but not limited to, placement of topsoil and grass seed. For properties where driveway rehabilitation is required contractor is to take before and after photographs. Photographs are to be provided to the CVRD upon request.

2.5 Contractor will submit to the CVRD prior to start of work, proof of property damage and public liability insurance (minimum of \$5 million), showing the CVRD as additional named insured.

2.6 Obtain all necessary permits; all work must be in conformance with the Safety Authority, Work Safe BC and all other relevant regulatory requirements. Contractor will complete all work in accordance with the Ministry of Transportation and Infrastructure (MOTI) Permit to Construct # 2017-01567, see Figure 4.

2.7 Contractor will be required to submit a copy of WCB clearance letter showing the proponent in good standing. The successful proponent will be expected to provide Performance and Labor and Material Payment bonds in the amount of 50% of the value of this work.

2.8 The Scope of Work of the Contractor shall **NOT** include:

2.8.1 remediation of any deficiencies caused by pre-existing site conditions including but not limited to leaks; and

2.8.2 improvements to any aspect of the premises beyond the installation of a new works.

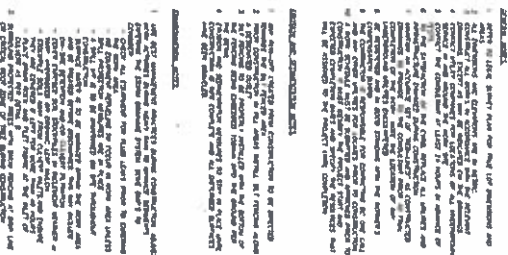
2.9 The location of the project work has been identified as having the potential for the presence of currently unrecorded archaeological sites situated within the Project area. Contractors must work with the Golder archaeologist and abide by the terms and conditions of the Heritage Conversation Act permit by the Provincial Archaeological Branch to the Golder Archaeologist on behalf of the Cowichan Valley Regional District.

2.9.1 Archaeological monitoring will be completed by the Golder archaeologist with the assistance of First Nations with Aboriginal interest in the Project area.

2.9.2 Archaeological construction monitoring may be conducted that will include observation of machine excavation of soils and sediments with the Project area. Excavated material will be screened or raked for archaeological material. Machinery operators may be asked to stop the equipment on occasion to allow for closer inspection. All observed artifacts will be collected and a judgemental sample of removed soils will be screened. If undisturbed or otherwise significant remains are encountered then operators may be asked to stop machinery for an unknown period of time to allow for data recovery.

2.9.3 Artefacts will remain the property of the Province of British Columbia.

- 2.9.4** The Golder archaeologist will be on call for archaeological chance find call-outs in the event archaeological sites are identified during construction activities.
- 2.9.5** The contractor is required to provide immediate notice to the Golder archaeologist if evidence of cultural resources are encountered excavation/construction, and await the archaeologist's instructions before proceeding with work in this area. A Chance Find Procedure and contractor orientation will be provided by Golder.
- 2.9.6** In the event of a required shutdown, up to 5 hours, triggered by archaeological considerations, the Contractor will be paid 'standby' time. Standby time will be based on rates stated in quoted Schedule of Prices, Provisional Item.
- 3.0** The Safe Work Procedures for working with asbestos pipe will be submitted to the CVRD prior to the start of work.
- 3.1** All Tie-ins shall be performed by the contractor, inspected and witnessed by CVRD personnel and/or the Contract Administer.
- 3.2** Material and compaction testing Quality Control will be required by the Contractor.
- 3.3** The owner will perform verification of pipe disinfection, with lab samples to show an absence of coliforms. Testing water will be provided from CVRD hydrants with prior permission. A recently tested DCVA assembly is to be provided by the Contractor.
- 3.4** The contractor must have available for inspection by the Contract Administrator detailed records and located of all concealed, or other, work as it is completed.
- 3.5** The Ministry of Transportation and Infrastructure has given permission to open-cut across South Oyster School Road for services



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PERMIT TO CONSTRUCT, USE, AND MAINTAIN WORKS WITHIN THE RIGHT-OF-WAY OF A PROVINCIAL PUBLIC HIGHWAY

PURSUANT TO TRANSPORTATION ACT AND/OR THE INDUSTRIAL ROADS ACT AND/OR THE
MOTOR VEHICLE ACT AND/OR AS DEFINED IN THE NISGA'A FINAL AGREEMENT AND THE
NISGA'A FINAL AGREEMENT ACT.

BETWEEN:

The Minister of Transportation and Infrastructure

Vancouver Island District
Third Flr
2100 Labieux Road
Nanaimo, BC V9T 6E9
Canada

("The Minister")

AND:

Cowichan Engineering Services Ltd.
6468 Norcross Road
Duncan, British Columbia V9L 6C5
Canada

("The Permittee")

WHEREAS:

- A. The Minister has the authority to grant permits for the auxiliary use of highway right of way, which authority is pursuant to both the Transportation Act and the Industrial Roads Act, the Motor Vehicle Act, as defined in the Nisga'a Final Agreement and the Nisga'a Final Agreement Act;
- B. The Permittee has requested the Minister to issue a permit pursuant to this authority for the following purpose:

The installation, operation, and maintenance of approximately 400m of 150mm PVC watermain (replacement of existing) along South Oyster School Road (from Bazan Road to Sea Vista Road) within South Oyster School Road right of way, located as shown on drawing 1297-C-01.
- C. The Minister is prepared to issue a permit on certain terms and conditions;

ACCORDINGLY, the Minister hereby grants to the Permittee a permit for the Use (as hereinafter defined) of highway right of way on the following terms and conditions:

- 1. That the construction and maintenance of the said works is carried out to the satisfaction of the Regional Director, Transportation.
- 2. That, before opening up any highway or interfering with any public work, intimation in writing of the intention to do so must be given to the District Official at least seven days before the work is begun.
- 3. That any person appointed by the Regional Director, Transportation, for the purpose shall have free access to all parts of the works for the purpose of inspecting the same.
- 4. That the construction of the said works shall be commenced on or before March 24, 2017 and shall be prosecuted with due diligence and to the satisfaction of the Regional Director, Transportation, and shall be completed on or before June 24, 2017.
- 5. (a) The highway must at all times be kept open to traffic. The roadway must be completely restored for traffic as soon as possible. At all times the permittee must safeguard the traveling public.
(b) That, unless with the consent of the Regional Director, Transportation, no more than forty-five (45) metres of pipe-track or other excavation in any public highway is to be kept open at one time.



(c) All excavation work must be carried out in accordance with the BC Occupational Health and Safety Regulation. Care shall be taken to protect adjacent property.

(d) That all excavations shall be carefully back-filled with suitable material, which is to be tamped into place, and that the permittee shall restore the surface of the road and shoulders and ditches at his own expense. All surplus material is to be removed from the Provincial Crown lands, or deposited where and as required by the District Official of the Ministry of Transportation and Infrastructure. The permittee is financially responsible for any maintenance works required on said ditch for a period of one year. The Ministry will carry out the necessary remedial work and invoice the permittee monthly.

(e) The pipeline crossing installation is to be placed by drilling and (or) jacking in such a manner as to afford minimum grade settlement. No water jetting will be permitted. That where, in the opinion of the District Official, an excavation or opening for a pipeline crossing installation could be made which would not be detrimental to the highway or its users, permission will be granted for said works. On thoroughways, freeways, and main highways no open cuts will be allowed.

(f) That all pipelines in excess of a nominal diameter of 5 cm., whether gas, oil, water, pressure sewers, conduits, etc., shall be installed where indicated by the District Official, encased in a steel casing-pipe or conduit-pipe of sufficient strength to withstand all stresses and strains resulting from the location, such casing to extend the full width of the highway right-of-way if deemed necessary to the District Official. The ends of the casing-pipe shall be suitably sealed and, if required, properly vented above the ground with vent-pipes not less than 5 cm. in diameter, and extending not less than 1.2 metres above ground surface. Vent-pipes shall be connected 30 cm. from the ends of the casing-pipe, and the top of each vent shall be fitted with a turn-down elbow, properly screened and equipped with identification markers.

All pipelines of non-rigid material, i.e., plastic or copper, of any diameter, shall be cased, or embedded in sand.

The inside diameter of the casing-pipe shall be at least 25 percent larger than the outside diameter of the pipeline. The casing-pipe shall be installed with an even bearing throughout its length, and in such a manner so as to prevent leakage, except through the vents.

The top of the casing-pipe, or the pipeline where casing is not required, shall be located as directed by the District Official, and shall in no case be less than 1.2 metres below the surface of the highway and not less than 75 cm below the highway ditches. Pipelines must not obstruct drainage structures or ditches or interfere with traffic on the highway or with highway maintenance.

6. That where the work for which permission is hereby granted comes in contact with any bridge, culvert, ditch, or other existing work, such existing work must be properly maintained and supported in such manner as not to interfere with its proper function during the construction of the new work, and on the completion of the new work the bridge, culvert, ditch, or other existing work interfered with shall be completely restored to its original good condition.
7. That when necessary all excavations, materials, or other obstructions are to be efficiently fenced, lit, and watched, and at all times every possible precaution is to be taken to ensure the safety of the public.
8. That the person or persons for whom these works are being constructed, or by whom these works are maintained, shall at all times accept full responsibility for any accident that may occur or damage that may be done to any person or property whatsoever caused directly or indirectly by these works, and shall save harmless and keep indemnified the Crown from all claims and demands whatsoever in respect of the works.
9. That the permission herein granted to use and maintain the works is only granted for such times as the land or public work in, upon, or over which the said works are constructed is under the jurisdiction of the Minister of Transportation and Infrastructure. This permission is not to be construed as being granted for all time, and shall not be deemed to vest in the permittee any right, title or interest whatsoever in or to the lands upon which the works are constructed. Should the lands affected at any time be included within that of an incorporated municipality or city, this permission shall become void, unless the works are on a highway duly classified as an arterial highway pursuant to Section 45 of the Transportation Act.
10. That after receiving notice in writing of the intention on the part of the Provincial Government to construct, extend, alter, or improve any public work, the person or persons responsible for the maintenance of the works for which permission is hereby granted shall within six weeks move or alter such work at his or their own expense to such new positions or in such manner as may be necessitated by the construction, extension, alteration, or improvement proposed to be carried out by the Provincial Government.
11. That while reasonable care will be taken on the part of the Provincial Government to do as little damage as possible to any private work in the carrying-out of the construction, extension, alterations, improvement, repair, or maintenance of any public work adjacent thereto, the Provincial Government can accept no responsibility for any kind of such damage.
12. That the permission hereby granted to construct, use, and maintain work is granted without prejudice to the provisions of the Transportation Act, or other Acts governing Crown lands and public works or their use by the public.
13. That this permission shall be in force only during such time as the said works are operated and maintained by the applicants, to the entire satisfaction of the Regional Director, Transportation.
14. That the Ministry will not be responsible for grade changes on accesses caused by reconstruction of any Provincial highway.
15. This permit is valid only for the specific works stated herein. Any alterations or additions must be covered by a separate permit.



16. This permit may be canceled, at the discretion of the Minister, without recourse, should the permittee fail to comply with all the terms of the permit. Thirty days' notice will be given before cancellation.
17. When the requirements of the Ministry necessitate use of the said lands for Provincial purposes, at the discretion of the Minister, this permit may be canceled.
18. That these works shall be identified with this permit number in a manner satisfactory to the District Official of the Ministry of Transportation and Infrastructure.
19. As a condition of this permit, the permittee unconditionally agrees with the Ministry of Transportation and Infrastructure that the permittee is the prime contractor or will appoint a qualified prime contractor, as described in Section 118 of the Workers Compensation Act, for the purposes of the work described by this permit, at the work location described in this permit, and that the permittee or designated prime contractor will observe and perform all of the duties and obligations which fall to be discharged by the prime contractor pursuant to the Workers Compensation Act and the Occupational Health and Safety Regulation.
20. The permittee is advised and acknowledges that the following hazards may be present at the work location and need to be considered in co-ordinating site safety: overhead hazards, particularly electrical or telecommunications lines; buried utilities, particularly electrical, telecommunication, and gas lines; traffic, danger trees, falling rocks, and sharp or infectious litter.
21. Any works within the Ministry right-of-way that fall within the scope of "engineering" under the Engineers and Geoscientists Act will be performed by a Professional Engineer, and shall comply with this Ministry's "Engineer of Record and Field Review Guidelines". The Guidelines can be viewed on the Ministry's website at http://www.th.gov.bc.ca/publications/Circulars/AII/T_Circ/2009/106-09.pdf
22. The permittee is responsible for preventing the introduction and spread of noxious weeds on the highway right-of-way as defined by the British Columbia Weed Control Act and Weed Control Regulation.
23. Pavement to be cut by approved circular saw.
24. A four inch layer of sand, passing 3/8" sieve to be employed for pipe bedding
25. Open cut to be restored by hot mix patch after compaction of approved granular base has been completed. Work is not to commence unless hot mix asphalt is readily available.
26. Two-way traffic to be maintained at all times.
27. The work shall not commence during period of poor visibility, e.g., fog.
28. A copy of the permit is to be kept by the field supervisor, in order that he is aware of all permit conditions.
29. All work is to be carried out to the satisfaction of the District Manager, Ministry of Transportation and Infrastructure.
30. All works covered by this permit shall conform to the requirements of the Ministry of Transportation and Infrastructure Traffic Control Manual for Works on Roadways.
31. Construction area is to be properly signed to the satisfaction of the Ministry following the Traffic Control Manual for Works on Roadways and certified flag persons are required during construction.
32. Excavation across driveways (private or commercial) are to be backfilled and thoroughly compacted within two (2) hours and have the surface restored to its original condition within 48 hours. The property owner must be notified at least 24 hours prior to the excavation of an existing driveway.
33. Existing drainage course and culverts are to be respected.
34. No excavated materials shall be stockpiled on the travelled portion of the pavement.
35. Machines with steel tracks or flat steel pads shall not be allowed on the travelled portion of the pavement at any time.
36. Notwithstanding Clause #5 of permit, minimum depths of bury shall be as follows: a) 0.75 metre minimum below existing or design ditch bottom elevation, for road crossings; b) 1.2 metres minimum below existing or design roadway shoulder elevation, c) 0.6 metres minimum below existing natural ground elevation, where natural ground is below the road shoulder at the pipeline location. Should extenuating circumstances existing at a particular site, depth of bury may be modified, solely at the discretion of the Regional Director, hereinafter referred to as the Ministry.
37. Notwithstanding Clause #10 of permit, after receiving notice in writing of the intention on the part of the Ministry of Transportation and Infrastructure to reconstruction, widen, alter, or improve the highway within the boundaries of the highway right-of-way as it existed at the date of this permit, the permittee shall within thirty (30) days, move or alter his works to such new position or in such a manner as may be needed to cause the said pipe to comply with the regulations and improvements. All such work shall be done by the permittee at the permittee's cost. The Ministry of Transportation and Infrastructure may upon giving six (6) months notice, require removal of the pipeline from the right-of-way, for any reason and solely at the permittee's expense.
38. Reinstatement, in a timely and professional manner, of drainage, roadway and roadside facilities shall be required within thirty (30) days of disturbing the facilities.



39. Permittee is responsible for ensuring that all works are contained to the highway right of way. Any works located within private property must have the owner's permission.
40. Permittee to be responsible for any settlement, erosion or other damage caused as a result of this construction for a period of two years from completion of construction.
41. Should survey monuments be damaged or destroyed, they shall be replaced by a B.C. Land Surveyor, at the permittee's expense.
42. Open excavations are not allowed overnight unless there are workers on duty or authorized in a letter by the District Manager, Transportation
43. The Permittee is to ensure that no damage is done to any existing underground or overhead utilities.
44. The finished grade is to be consistent with the grade of the existing surface to ensure a smooth ride for the traveling public.
45. The permittee shall be held responsible for necessary pavement repair resulting from settlement within the excavated area.
46. Granular base and asphaltic concrete to be restored using similar materials to existing line, grade, thickness and density.
47. The permittee shall be held responsible for any damage to the highway resulting from the permitted work.
48. Where existing codes and statutes indicate a more conservative design than the above permit conditions, those codes and statutes shall govern.
49. The Permittee shall be responsible for all and any liabilities that may occur during construction.
50. Trenching Standards: Pavement must be cut by hand or approved mechanical means in straight lines parallel to the trench centreline.

Distance from a pavement cut to the edge of the trench must be at least 150 mm or sufficient to ensure the pavement will not be undermined by sloughing.

Except where trenching is well clear of the road shoulder, all excavated material must be removed from the site immediately.

Stockpiling of native material adjacent to the trench is not permitted.

Trenches must be backfilled or adequately covered at the end of the work day

Trench shoring must conform to WorkSafe BC standards and is to be used where soil conditions warrant. Extreme care must be taken to avoid sloughing of the trench sides to minimize damage to the subgrade beyond the limits of excavation.
51. Trench Backfill: Pipe bedding must conform to industry standards.

Where sloughing of trench sides has undermined the pavement, the pavement must be marked with a painted line showing the extent of the damaged area. Pavement must be removed from this area and the voids filled and compacted in accordance with backfill requirements.

Trenches must be backfilled with granular material that meets Ministry standards as set out in Section 202.02 (Table 202-C), 2009 Standard Specifications for Highway Construction and all subsequent interim revisions and updates, in accordance with the following minimum requirements:

(a) Sub-base material must meet or exceed specified requirements for Select Granular Sub Base aggregates.

(b) Crushed Base Course depth is to match existing depth, but must not be less than 300 mm compacted thickness and consist of "25 mm minus" WGB (or IGB) crushed aggregate.

Backfill must be placed in layers not exceeding 150 mm compacted thickness and shall be compacted with approved tamping equipment to a minimum of 95 percent Proctor density to within 300 mm of the surface and 100 percent for the final 300 mm.

The rights granted to the Permittee in this permit are to be exercised only for the purpose as defined in Recital B on page 1.

Dated at Nanaimo, British Columbia, this 24 day of March, 2017

Anika Johal
District Development Technician
On Behalf of the Minister