



City of White Rock

**Tender Documents
CONTRACT NO. WR20-002**

2019 Water Utility Capital Works

INVITATION TO TENDER

In accordance with the City of White Rock's 2019 Capital Works Plan, the city will be upgrading a watermain to meet the future demand of the residential neighbourhood.

As such:

Tenders are invited for the 2019 Water Utilities Capital Works contract. The contract involves the following location and approximate length of water main:

- Brearley Street (Blackburn Avenue to North Bluff Road): 63m of 150mm PVC watermain and pavement restoration works

Contract documents are available for download on the BC Bid website on or after **March 13, 2020 at** www.bcbid.gov.bc.ca.

Sealed tenders, clearly marked on the outside with "Tenders for 2019 Water Utility Capital Works, Contract WR20-002" will be received and opened at the City of White Rock Operations Department, 877 Keil Street, White Rock, BC V4B 4V6.

Tender Closing Time and Date:

02:00 PM Local Time, Thursday, April 9, 2020

Tenders must be accompanied by the specified 10% Bid Bond and Consent of Surety. The successful Tenderer will be required to provide a Performance Bond and Labour and Material Payment Bond, each in the amount of 50% of the Contract Price.

The lowest or any tender will not necessarily be accepted, and the City will not be responsible for any cost incurred by the Tenderer in preparing the tender. The City of White Rock reserves the right to reject any or all tenders, and to waive informalities in any or all tenders.

All Tender inquiries shall be directed to Michael Hill, Project Manager, R.F. Binnie & Associates Ltd., in writing to e-mail: mhill@binnie.com

No inquiries will be accepted after Monday, April 6, 2020 at 11:00am.

Non-Tender related public inquiries should be directed to **Birk Madsen**, Engineering Technologist at the City of White Rock, phone: 604-541-2192 e-mail: bmadsen@whiterockcity.ca

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City of White Rock
CONTRACT WR20-002

SECTION A – INSTRUCTIONS TO TENDERERS

This section includes the following:

- **Section A1 – Instructions to Tenderers – Part I**
- **Section A2 – Supplementary Instructions to Tenderers – Part II**

SECTION A1: INSTRUCTIONS TO TENDERERS – PART I

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

CITY OF WHITE ROCK (*the "Owner"*)

Contract Name: 2019 Water Utility Capital Works

Reference: WR20-002

1. INTRODUCTION

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

Watermain replacement on a Local Road in White Rock.

- 1.2** Direct all inquiries regarding the *Contract* in writing to:
Michael Hill, Project Manager – R.F. Binnie & Associates

Address: #314 – 9440 202 Street
Langley, BC V1M 4A6
Email: mhill@binnie.com
Phone: 604-579-0605
Fax: 604-574-7355

2. TENDER DOCUMENTS

- 2.1** The tender documents which a tenderer should review to prepare a tender consist of all of the *Contract Documents* listed in Schedule 1 entitled "Schedule of Contract Documents". Schedule 1 is attached to the Agreement which is included as part of the tender package. The *Contract Documents* include the Drawings listed in Schedule 2 to the Agreement, entitled "List of Drawings".
- 2.2** A portion of the *Contract Documents* is included by reference. Copies of these documents have not been included with the tender package. These documents are the Instructions to Tenderers - Part II, General Conditions, Supplementary General Conditions, Specifications, Supplementary Specifications, Standard Detail Drawings and Supplementary Standard Drawings. They are contained in the publication entitled "Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings" (Platinum Edition printed 2009). 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 the MMCD applicable to this *Contract*. All sections of the MMCD are by reference included in the *Contract Documents*.

- 2.3** Master Municipal Construction Documents (Platinum Edition printed 2009), can be purchased from Support Services Unlimited, Suite 302, 1107 Homer Street, Vancouver, B.C. V6B 2Y1, telephone: 604-681-0295.
- 2.4** 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 are 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 as information to 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.

3. SUBMISSION OF TENDERS

- 3.1** If hard copy tenders are submitted, they must be submitted in a sealed package, marked on the outside with the above *Contract* title and reference no., and must be received by the office of:

City of White Rock Engineering & Municipal Operations Department

on or before:

Tender Closing Time: 02:00 PM Local Time

Tender Closing Date: Thursday, April 9, 2020

at:

Address: 877 Keil Street
White Rock, BC V4B 4V6

Email tenders (PDF) will not be accepted. A USB of the tender in PDF format is to be included in the submission.

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

4. CONFLICT OF INTEREST AND BUSINESS LICENSE REQUIREMENTS

4.1 In submitting a tender, the tenderer represents and warrants that:

- a) prior to submitting the tender, the tenderer has disclosed to the *Owner* in writing any actual or potential conflict of interest;
- b) the tenderer has not and will not offer or provide any gifts or personal benefit to any elected or appointed representative or employee of the *Owner*;
- c) except as disclosed in writing by the tenderer, no elected or appointed representative or employee of the *Owner*:
 - i) has any interest in the tenderer by way of Ownership or management, or
 - ii) has or is entitled to have any interest in the Contract or any benefit arising therefrom; and
- d) the tenderer has not and will not solicit or lobby any individual elected or appointed representative or employee of the *Owner* in regard to the award of the Contract.

4.2 Business License Requirements:

As a condition precedent to award of *Contract*, the successful tenderer must have or obtain a business license from the *Owner*.

5. ADDITIONAL INSTRUCTIONS TO TENDERERS

5.1 Completing the Form of Tender:

The submitted Form of Tender must be legible, written in ink, or by typewriter and ALL ITEMS MUST BE BID, unless the Form of Tender specifically permits otherwise, with the price for every item and other extras clearly shown. Each page must be initialed by the Tenderer. The Tenderer shall be deemed to have satisfied themselves as to the sufficiency of their tender for the work and of the unit and lump sum prices stated in the Form of Tender. These unit prices shall cover all their costs including overhead, profit and tax, except for the Goods and Services Tax as explained in the following paragraphs of this section, for carrying out the works and their obligations under this Contract.

The "Amount" column shall be totaled in groups of items as shown and each total for a group of items shall be carried to the Summary Sheet for insertion in the appropriate place. The totals for all groups of items shall

be added to give the Total Tender Price, Goods and Services Tax of 5% shall be calculated separately then added to arrive at the Total Tender Price including GST.

The Tenderers attention is drawn to MMCD, Volume II, Instructions to Tenderers, Part II Section 5-17 for Tender Requirements, Qualifications, Modifications, Alternative Tenders, Approved Equals, Inspection of the Place of Work, Interpretation of Contract Documents, Prices, Taxes, and Amendment of Tenders, Duration of Tenders, Qualification of Tenderers, Award, Subcontractors, and Optional Work, and as amended below.

5.2 Right to Accept or Reject Tenders:

The *Owner* reserves the right to reject any or all tenders or to accept any tender should it be deemed in the interest of the *Owner* to do so. The lowest tender will not necessarily be accepted.

The *Owner* will be the sole judge of such matters. Any tender considered to be unbalanced shall be rejected by the *Owner*.

Without limiting the generality of the foregoing, any tender may be disqualified or rejected which is incomplete, obscure or irregular, which had erasures or corrections in the Form of Tender, in which prices are omitted or obviously imbalanced, or which has an insufficient or irregular Surety.

SECTION A2: SUPPLEMENTARY INSTRUCTIONS TO TENDERERS – PART II

The following terms are additional to the terms and conditions contained in the MMCD – Instructions to Tenderers - Part II:

TENDER REQUIREMENTS 5

- 5.2 Delete Instructions to Tenderers - Part II, Paragraph 5.2 and substitute the following:

A tender must be accompanied by tender security ("*Bid Security*") in the form of a bid bond issued by a surety licensed to carry on the business of suretyship in British Columbia in a form satisfactory to the *Owner* in an amount equal to 10% of the *Tender Price*.

- 5.5 To Instructions to Tenderers - Part II, Paragraph 5 add the following:

5.5 Tenderers that do not have an operational base in Lower Mainland, British Columbia, shall submit in his/her tender a memorandum outlining the operational strategy of operating in Lower Mainland.

- 5.6 To Instructions to Tenderers - Part II, Paragraph 5 add the following:

5.6.1 The Tenderer shall submit as part of the Tender a Consent of Surety, issued by a surety licensed to carry on the business of suretyship in British Columbia, in a form satisfactory to the *Owner*.

The Consent of Surety is to guarantee that a performance bond and a labour and material payment bond each equal to Fifty percent (50%) of the *Tender Price* will be issued by the bonding company in accordance with paragraph 5.1.1(a) of FT – Page 2.

AWARD

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To Instructions to Tenderers - Part II, Paragraph 15 add the following:

15.1.4 Without limiting the generality of the foregoing, any tender:

- that is incomplete, obscure, or irregular may be rejected,
- having erasures, corrections, in the Form of Tender Schedule 1 may be rejected,
- that has unit prices omitted or obviously imbalanced may be rejected,
- accompanied by an insufficient bond may be rejected.

15.1.5 The award of any contract shall be based on the evaluation of the Tenders by the *Owner* on any basis the *Owner* deems will best serve its interests, including but not limited to the following criteria based review of completed Appendices 1 to 6 to the Form of Tender:

- a) the overall cost impact of the Tender on the operations of the *Owner*;
- b) the reputation and experience of the Tenderer and the experience of the Tenderer's staff to be allocated to the work, the supply of goods and services or the supply of any equipment required by this Tender;
- c) the technical credibility and environmental responsibility of the Tenderer.

Amendment to 15.1 of the Instructions to Tenderers Part II (Award) of the MMCD replacing paragraph after 15.1.3 (to follow new 15.1.5 above):

In exercising its discretion, the *Owner* will have regard to the information provided by the tenderer in the Appendices to the Form of Tender as described under IT5.3, and may also have regard to any information obtained by the *Owner* in evaluating such tender information, as well as the *Owner's* previous relevant experience, if any, with the tenderer. In exercising this discretion, the *Owner* may consider, but is not limited to, the following criteria in addition to the *Tender Price*:

- a) the proven experience of the tenderer, and any listed subcontractors to do the *Work*;
- b) the tenderer's ability to complete the *Work* within the *Preliminary Construction Schedule*;
- c) the tenderer's ability to work effectively with the *Owner*, its consultants and representatives;
- d) the tenderer's ability to manage and do the work effectively using the named superintendent and submitted contractors and subcontractors;
- e) the tenderer's history on other projects including with respect to quality of work, changes in the work, force account work, and the contract administration costs of the *Owner*;
- f) the nature of any legal proceedings undertaken by the tenderer, or any officer or director of the tenderer directly (or indirectly through another corporation) against the *Owner* within the last five years of the Invitation to Tenders.

In no event shall the *Owner* be liable for the tenderer's costs of preparing a tender.

SECTION B – TENDER SUBMISSION DOCUMENTS

This section includes the following:

- **Section B1 – Tender Summary**
- **Section B2 – Form of Tender (including Appendices I through V)**

SECTION B1: TENDER SUMMARY

Contract Name: 2019 Water Utility Capital Works

Reference: Contract WR20-002

NAME OF TENDERER

TENDER PRICE

ADDRESS OF
TENDERER:

Phone:

Fax:

E-mail:

SECTION B2: FORM OF TENDER

City of White Rock (the "Owner")

Contract Name: 2019 Water Utility Capital Works

Reference: Contract WR20-002

TO OWNER:

1. WE, THE UNDERSIGNED:

- 1.1 have received and carefully reviewed all of the *Contract Documents*, including the Instructions to Tenderers - Part I, Instructions to Tenderers Part II and Supplementary Instructions to Tenderers - Part II, the specified edition of the "Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings", Supplementary General Conditions, Supplementary Specifications, 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 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 watermain and temporary road restoration portion of the *Work* within 60 (sixty) *Working Days*, excluding final road restoration from the *Commencement 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 listed in 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*" in the sum of

_____ Dollars (\$_____)

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 includes GST.

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 may 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;
 - 4.1.2 the *Bid Security* as required by paragraph 5.2 of the Instructions to Tenderers - Part II; and
 - 4.1.3 the Consent of Surety as required by Paragraph 5.6 of the Supplementary Instructions to Tenderers – Part II, filled and signed.

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 *Tender Closing 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 5 *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* (the "*Commencement Date*"); and

5.1.3 sign the *Contract Documents* per 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: ___ ___ - ___

E-mail: _____

Attention: _____

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

Contractor:

(Full Legal Name of Corporation, Partnership or Individual)

(Authorized Signatory)

(Authorized Signatory)

APPENDIX I – SCHEDULE OF QUANTITIES AND PRICES

(See paragraph 5.3.1 of the Instructions to Tenderer's – 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

Schedule of Quantities: 2019 Water Utility Capital Works

Table A <i>Tender Price</i> :	\$ _____
Brearley St (Blackburn Ave – North Bluff Rd)	
Total <i>Tender Price</i> (Table A):	\$ _____
<i>Excluding GST</i>	
GST (5%):	\$ _____
<u>Total <i>Tender Price</i> (A) including GST:</u>	\$ _____
(Carry this forward to Form of Tender)	

SCHEDULE OF QUANTITIES AND PRICES – 2019 Water Utility Capital Works
Table A: Brearley Street (Blackburn Ave – North Bluff Rd)

ITEM NO.	MMCD SECTION	SPECIFICATION TITLE	UNIT	EST. QTY	UNIT PRICE	AMOUNT
DIVISION 01 – GENERAL REQUIREMENTS						
	01 55 00	Traffic Control, Vehicle Access and Parking				
01.01B	1.5.1	Traffic Control, Vehicle Access and Parking Brearley Street (Blackburn Ave – North Bluff Rd)	Lump Sum	1	\$	\$
DIVISION 26 – ELECTRICAL						
	26 42 13	Cathodic Protection				
26.01B	1.8.1	Cathodic Protection Brearley Street (Blackburn Ave – North Bluff Rd)	Lump Sum	1	\$	\$
DIVISION 32 – ROADS AND SITE IMPROVEMENTS						
	32 01 16.7	Cold Milling				
32.01B	1.5.1 SSP 13	Surface Milling Average 40mm Thick, Offsite Disposal	Square Meter	263	\$	\$
	32 12 13.1	Asphalt Tack Coat				
32.02B	1.5.1 SSP 13	Asphalt Tack Coat Emulsified Asphalt	Square Meter	263	\$	\$
	32 12 16	Hot-Mix Asphalt Concrete Paving				
32.03B	1.5.1 SSP 13	Asphalt Pavement – Upper Course #1 To MMCD G5	Tonne	36	\$	\$
DIVISION 33 – UTILITIES						
	33 11 01	Waterworks				
33.01B	1.8.2	Watermain PVC C900, DR18, 100mm Dia., All Depth, Imported Backfill	Lineal Meter	2	\$	\$
33.02B	1.8.2	Watermain PVC C900, DR18, 150mm Dia., All Depth, Imported Backfill	Lineal Meter	63	\$	\$
33.03B	1.8.3	Gate Valve 150mm Mechanical Joint	Each	2	\$	\$
33.04B	1.8.3	Bend 45 Degree, 150mm	Each	2	\$	\$
33.05B	1.8.3	Robar Repair Coupler 100mm	Each	1	\$	\$
33.06B	1.8.3	Robar Repair Coupler 150mm	Each	1	\$	\$
33.07B	1.8.3	Reducer 150mm x 100mm	Each	1	\$	\$

ITEM NO.	MMCD SECTION	SPECIFICATION TITLE	UNIT	EST. QTY	UNIT PRICE	AMOUNT
33.08B	1.8.3 SSP 14	Mechanical Joint Restraints Brearley Street (Blackburn Ave – North Bluff Rd) Uni-Flange 1350 c/w Threading Rods	Lump Sum	1	\$	\$
33.09B	1.8.5	Test Point Including Cap and Blow Off Assembly	Each	2	\$	\$
33.10B	1.8.13	Watermain Tie-In 100mm – 1580 Brearley St	Lump Sum	1	\$	\$
33.11B	1.8.13	Watermain Hot Tap Tie-In 200mm – Brearley St at North Bluff Rd	Lump Sum	1	\$	\$
33.12B	SSP 15	Hydrant Installation Hydrant body, 150mm lateral connection, and isolation valve	Each	1	\$	\$
OPTIONAL PAVEMENT RESTORATION						
	32 01 16.7	Cold Milling				
32.01B-O	1.5.1 SSP 13, 18	Surface Milling Average 40mm Thick, Offsite Disposal	Square Meter	149	\$	\$
	32 12 13.1	Asphalt Tack Coat				
32.02B-O	1.5.1 SSP 13, 18	Asphalt Tack Coat Emulsified Asphalt	Square Meter	149	\$	\$
	32 12 16	Hot-Mix Asphalt Concrete Paving				
32.03B-O	1.5.1 SSP 13, 18	Asphalt Pavement – Upper Course #1 To MMCD G5	Tonne	15	\$	\$
OPTIONAL FORCEMAIN SUPPORT WORKS						
	33 11 01	Waterworks				
33.01B-O	SSP 19	Sanitary Forcemain Support All Required Works	Lump Sum	1	\$	\$

APPENDIX II – TENDERER'S EXPERIENCE IN COMPARABLE WORK

<i>Year Completed</i>	<i>Description of Contract</i>	<i>Owner Include Contact Info</i>	<i>Value of Work</i>

APPENDIX III – PERSONNEL

The tenderer agrees that the minimum availability of personnel will be as listed here and that no changes, additions or deletions will be made to these personnel without written approval of the *Contract Administrator*.

TENDERER'S SENIOR STAFF:

<i>Name</i>	<i>Appointment</i>	<i>Qualifications and Experience</i>

APPENDIX IV – SUB-CONTRACTORS

The tenderer agrees that the sub-contractors employed will be as listed here and that no changes, additions or deletions will be made to these sub-contractors without the written approval of the *Contract Administrator*.

LIST OF SUB-CONTRACTORS:

<i>Work</i>	<i>Name of Sub-Contractor</i>	<i>Address of Sub-Contractor</i>

Complete the following table with a short description of construction activity and bar chart.

[illegible]

SECTION C – AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2020.

Contract Name: 2019 Water Utility Capital Works

Reference No: WR20-002

BETWEEN:

CITY OF WHITE ROCK
15322 BUENA VISTA AVENUE
WHITE ROCK, BC V4B 1Y6

(the "Owner")

AND:

(name and office address of *Contractor*)

(the "*Contractor*")

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

1. THE WORK

- 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 Schedule* as required by the *Contract Documents* and will achieve *Substantial Performance* of the *Work* on or before 60 working days, excluding final road restoration, from the Commencement date, subject to the provisions of the *Contract Documents* for adjustments to the *Contract Time*.
- 1.3 The *Work* described in *Schedule of Quantities and Prices (Optional Work)*, if authorized to proceed by the *Owner*, shall extend the *Contract Time* and appropriate number of working days. The *Owner* may or may not choose

to award this *Work* as it sees fit, though the *Contractor* will be given sufficient notice in either case. Whether this work is or is not awarded will not be considered grounds to negotiate unit prices under Section 9.4, MMCD General Conditions.

1.4 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* supercedes 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:

- a) the product of the actual quantities of the items of *Work* listed in the *Schedule of Quantities and Prices* which are incorporated into or made necessary by the *Work* and the unit prices listed in the *Schedule of Quantities and Prices*; plus
- b) where applicable, the product of the actual quantities of the items of *Work* listed in the *Schedule of Quantities and Prices (Optional Work)* which are incorporated into or made necessary by the *Work* and the unit prices listed in the *Schedule of Quantities and Prices (Optional Work)*, if such work is authorized by the *Owner*; plus
- c) all lump sums, if any, as listed in the *Schedule of Quantities and Prices*, for items relating to or incorporated into the *Work*; plus
- d) any adjustments, including any payments owing on account of *Change Orders* 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 due 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 email, or by pre-paid registered mail to the addresses as set out below:

The Owner:

City of White Rock
Operations Department
877 Keil Street
White Rock, B.C.
Canada, V4B 4V6

Email: bmadsen@whiterockcity.ca

Attention: Mr. Birk Madsen

The Contractor:

Email: _____

Attention: _____

The Contract Administrator:

R.F. Binnie & Associates Ltd.
#314-9440 202 Street,
Langley, BC V1M 4A6

Email: mhill@binnie.com
Attention: Michael Hill, Project Manager

- 6.2 A communication or notice that is addressed as above shall be considered to have been received:
- a) immediately upon delivery, if delivered by hand; or
 - b) immediately upon transmission if sent and received by fax; or
 - c) after 5 *Days* from date of posting if sent by registered mail.
- 6.3 The *Owner* or the *Contractor* may, at any time, change its address for notice by giving written notice to the other at the address then applicable. Similarly, if the *Contract Administrator* changes its address for notice, then the *Owner* will give or cause to be given written notice to the *Contractor*.
- 6.4 The sender of a notice by fax assumes all risk that the fax will be received properly, and the provisions of Paragraph 12.5 of the Instructions to Tenderers - Part II 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* which can be unreasonably withheld, 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 of intent of this Contract or any of the provision 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 enure 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 on the day and year first above written.

SIGNED, SEALED AND DELIVERED

by the Contractor,

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR
INDIVIDUAL)

(AUTHORIZED SIGNATORY)

SIGNED, SEALED AND DELIVERED by the City of White Rock:

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

SCHEDULE 1 – SCHEDULE OF CONTRACT DOCUMENTS

The following is an exact and complete list of *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_Volume II”, (“MMCD”) Platinum edition, dated 2009; and all supplementary general conditions as approved by the MMCD Board. All sections of these publications are included in the *Contract Documents*.

1. Agreement, including all Schedules
2. Addenda, if any
3. Supplementary General Conditions
4. General Conditions *
5. Supplementary Specifications
6. Specifications *
7. Contract Drawings
8. Standard Detail Drawings *
9. Executed Form of Tender
10. Supplementary Instructions to Tenderers
11. Instructions to Tenderers – Part I
12. Instructions to Tenderers – Part II *

SCHEDULE 2 – LIST OF CONTRACT DRAWINGS

(Complete listing of all drawings, plans and sketches that are part of the *Contract Documents*)

Drawing Type	Sheet Title	Drawing No.	Sheet No.
Cover Sheet and Drawing Index		19-1006-C	0
Watermain Details		19-1006-WD1	1
Watermain Details		19-1006-WD2	2
Brearley Watermain	Brearley Street	19-1006-W2	3
Brearley Watermain Tie-In Details	Brearley Street	19-1006-W2D	4

SECTION D – SUPPLEMENTARY AND STANDARD DOCUMENTS

This section includes the following:

- **Section D1 – Supplementary General Conditions**
- **Section D2 – Supplementary Specifications (Project)**
- **Section D3 – Standard Documents (MMCD)**

SECTION D1: SUPPLEMENTARY GENERAL CONDITIONS (PROJECT)

The following conditions which are specific to this project form part of the Contract and are supplementary to both the General Conditions within the MMCD Master Municipal Construction Document and the Supplementary General Conditions within the Supplementary Master Municipal Construction Documents. In the event of a direct conflict, these Supplementary General Conditions take precedence. Notwithstanding this order of precedence, in the event of a conflict between any of the Contract Documents, the more stringent provisions shall apply with the intent that those which produce the highest quality with the highest level of safety, operational reliability, durability and performance, shall govern.

1. ENVIRONMENTAL MONITORING

The City of White Rock will be responsible for the appointment of a qualified environmental monitor for the contract, if this is deemed necessary.

2. LIQUIDATED DAMAGES

Change Liquidated Damage for late completion amount to \$1,000.00 per Day from \$500.00 as stated under GC 13.9.1 (1)

3. NOTICE TO BUSINESSES AND HOMEOWNERS

Contractor to deliver letter to all properties, which may be affected by construction not less than one week and not more than two weeks prior to construction.

Contractor to notify businesses directly affected by the work 48 hours in advance of commencement of construction.

Cost to notify businesses of ensuing construction and delivery of letters is incidental to the Contract. City to draft letter and provide to contractor.

4. HOURS OF WORK

The hours of work, on a 24-hour clock notation, must not extend beyond 07:30 and 16:30, inclusive, daily, weekdays Monday to Friday. The Contractor shall schedule their work within these hours and will not be permitted to commence work earlier than 07:30 and/or work later than 16:30, except as authorized by the Contract Administrator. A normal work day is 8-hours long, excluding lunch. Inspection of work beyond 8-hours will be paid for by the contractor.

No Saturday or Sunday work will be permitted except in case of emergency and then only with written permission of the Contract Administrator and to such extent as they deem necessary.

SECTION D2: SUPPLEMENTARY SPECIFICATIONS (PROJECT)

The following specifications, which are specific to this project, form part of the *Contract* and are supplementary to both the Specifications within the MMCD Master Municipal Construction Document and the Supplementary Specifications within the Supplementary Master Municipal Construction Documents. In the event of a direct conflict, the Supplementary Specifications (Project) take precedence. Notwithstanding this order of precedence, in the event of a conflict between any of the *Contract Documents*, the more stringent provisions shall apply with the intent that those which produce the highest quality with the highest level of safety, operational reliability, durability and performance, shall govern.

INDEX TABLE OF SUPPLEMENTARY SPECIFICATION (PROJECT)

SSP #	Title
SSP 01.	Scope of <i>Work</i>
SSP 02.	Limits of <i>Site</i>
SSP 03.	Contract <i>Time</i> /Construction Schedule
SSP 04.	Definitions
SSP 05.	Resident Access
SSP 06.	Resident Information
SSP 07.	Record Drawings
SSP 08.	Utilities
SSP 09.	Safety Procedures
SSP 10.	Material Testing
SSP 11.	Protection of the Environment
SSP 12.	Interfering Services
SSP 13.	Road Restoration
SSP 14.	Mechanical Joint Restraints
SSP 15.	Hydrant Installation
SSP 16.	Water Truck Fill Site
SSP 17.	Incidental Items
SSP 18.	Optional Pavement Restoration
SSP 19.	Optional Sanitary Forcemain Support

SSP 01. SCOPE OF WORK

This *Contract* involves the construction of a new watermain in White Rock.

In total, the works includes approximately 63m of 150mm• watermain, all watermain fittings, valves, service connections, tie-in's, and 150 sq.m of permanent asphalt restoration work.

SSP 02. LIMITS OF SITE

The *Site* is limited to the City of White Rock's Right-Of-Way.

SSP 03. CONTRACT TIME/CONSTRUCTION SCHEDULE

The *Work* under this *Contract* shall be completed not later than 60 (sixty) *Working Days* from the *Commencement Date*.

Permanent restoration works, including surface milling and asphalt paving, will be required 3-6 months after watermain construction is completed, as per the contract drawings. See SSP 13 for further detail on road restoration work.

SSP 04. DEFINITIONS

In these Supplementary Specifications (Project), unless the context otherwise requires,

"Section" means section of the Specifications or the Conditions of Contract.

"Item" means item of the Schedule of Quantities and Prices.

SERVICES PURSUANT TO GENERAL CONDITIONS:

The *Contractor* is required, as part of his obligation under the *Contract*, to perform the various services and activities described in the General Conditions and the Supplementary Specifications (Projects) SSP 5 to SSP 16 hereunder.

Payment for such services, activities and work shall be deemed to be included in the unit prices tendered in the Schedule of Quantities and Prices.

SSP 05. RESIDENT ACCESS

The contractor must ensure that all existing access to and from resident's homes is maintained during the contract.

SSP 06. RESIDENT INFORMATION

The City will provide their standard information letter advising affected residents of the proposed works. The City will issue the letter on City letterhead. *Contractor* will be responsible for making copies and delivering these letters no later than 5 days before the start of construction.

SSP 07. RECORD DRAWINGS

Add to MMCD 01 33 01, 1.8:

- .2 The *Contractor* shall be responsible for recording all field survey information pertaining to the as-constructed drawings, including locations and elevations of all items constructed. The *Contractor* shall provide any additional information as requested to enable the *Contract Administrator* to prepare and submit as-constructed drawings to the *Owner* for their records. This work shall also be considered incidental to payment for other work described in this Contract.

SSP 08. UTILITIES

In addition to the requirements of the General Conditions, the *Contractor* shall cooperate fully with all utility companies and public agencies, the respective last known addresses and telephones being:

A) Electricity: BC Hydro and Power Authority
8475 - 128 Street
Surrey, BC V3W 0G1
Telephone: (604) 543-6000

B) Gas: Fortis Gas
16705 Fraser Highway
Surrey, BC V3S 2X7
Telephone: (604) 576-7030

C) Telephone: Telus
8th Floor - 3777 Kingsway
Burnaby, BC V5H 3X7
Telephone: (604) 436-4842

D) Storm and Sanitary Sewers: City of White Rock
Works Yard
877 Keil Street
White Rock, BC V4B 4V6
Telephone: (604) 541-2181

E) Watermain: City of White Rock
Works Yard
877 Keil Street
White Rock, BC V4B 4V6
Telephone: (604) 541-2181

F) Cable TV: Shaw Cable Systems
4250 Kingsway,
Burnaby, BC V5E 4J2
Telephone: 604-629-4000

SSP 09. SAFETY PROCEDURES

Contractor shall follow WorkSafe BC-compliant procedures for all confined space entry work on this project.

SSP 10. MATERIAL TESTING

All materials testing of the granular materials, concrete, asphalt, topsoil and all compaction tests required are the responsibility of the *Contractor* and will be performed at the *Contractor's* cost. Any tests which do not meet contract specifications will be re-performed to proper specifications at the *Contractor's* cost. Certified copies of all tests shall be submitted by the testing laboratory directly to the *Contract Administrator* by email.

Frequency of Testing

- Road Subbase and Base - 1 per 500 sq. m, per 150 mm lift
- Sieve Analysis and Proctors – 1 **per material type** prior to commencing work and as required
- Trench Densities - 1 per 50 lin. m per 300 mm lift
- Asphalt – Conventional Marshall Test - 1 test per asphalt type, min 1 per day

SSP 11. PROTECTION OF THE ENVIRONMENT

The *Contractor* shall comply with all federal and provincial regulations so that construction work does not adversely affect the environment of fish producing or fish nutrient streams, rivers, lakes and other bodies of water

within or in the vicinity of, or downstream from the place of work, not only during active construction of the site, but also during periods where the *Contractor* has suspended construction activity for any reason.

Notwithstanding the above noted requirements, this shall include but not be limited to the following:

- (a) No machinery and equipment shall be operated within the wetted perimeter of any stream, lake or other body of water unless under authority of fisheries' personnel.
- (b) The work under this contract shall be undertaken in a manner which will prevent entry of any soil, silt, waterborne sediment, organic debris, slash, bark, wood chips, sawdust, ashes, gas, oil, grease, other petroleum products and deleterious substances into any stream, lake or other body of water, whether directly, by surface run-off or other means.

SSP 12. INTERFERING SERVICES

- 1 The *Contractor* shall, at his own expense, provide for the uninterrupted flow of all watercourses, sewers, drains, and any other utility encountered during the work.
- 2 When other utility structures are encountered, the *Contractor* shall support them to the satisfaction of the *Contract Administrator* so as to protect them from damage. The *Contractor* shall, at his own expense, at once repair and make good any damage which may occur to any watermains, service or utility pipes, or facilities, or to any electrical conductor or telephone facility or to any sidewalk, crosswalk as a result of this operation. *The contractor shall also, at his own expense, temporarily relocate any services which may conflict with the installation of the work.*
- 3 It is the *Contractor's* responsibility wherever necessary to determine location of existing pipes, valves, or other underground structures. Wherever it is necessary to explore and excavate to determine the location of the existing underground structures, the *Contractor* at his own expense shall make explorations and excavations for such purposes.
- 4 Where gas mains and/or service lines exist in the vicinity of the proposed work, the *Contractor* shall consult the officers of the gas

company prior to commencing operations and arrange for mutually agreeable procedure for their protection.

- 5 Any additional Telus or Hydro work added to the contract shall be estimated by the *Contractor* as a lump sum unit of work with a breakdown of the associated costs (labour, material, etc.). The *Contract Administrator* will review the Lump Sum price and has the option of either proceeding with the work at the Lump Sum price or using Force Account (machine, materials and labour) plus 10% markup. Machine prices will be taken from the current edition of the MoT Blue Book.

SSP 13. PERMANENT PAVEMENT RESTORATION

Permanent pavement restoration will be paid under Items 32.01 through 32.03 of the *Schedule of Quantities and Prices* (for Table A payment items) and includes saw cutting of asphalt concrete surfaces and any common excavation for the purpose of permanent restoration.

Permanent pavement restoration per the detail shown on Drawing No. 19-1006-WD2 shall be completed between 3-6 months after the completion of temporary restoration, in consultation with the *Owner* and *Contract Administrator*.

Temporary pavement patches shall be completed per the detail shown on Drawing No. 19-1006-WD2 immediately after watermain works and shall use hot-mix concrete asphalt. No payment will be made for temporary hot-mix pavement patches, as this work is incidental to watermain installation.

The intent of the Contract is to install the watermain from March through May 2020, and at least 3 months after the completion of watermain installation, complete the permanent pavement restoration.

SSP 14. MECHANICAL JOINT RESTRAINTS

Contractor to provide a Lump Sum price to cover all costs associated with the supply and install of mechanical joint restraints for the watermain along Brearley Street. Mechanical joint restraints to be as per the Contract Drawings.

SSP 15. HYDRANT INSTALLATION

Add to MMCD 33 11 01 - 1.8:

- .14 Payment for hydrant installation shall include the hydrant body, lateral connection from the mainline tee, isolation valve on the hydrant lead with adjustable valve box, fittings, and all other incidental work as shown on the contract drawings.

SSP 16. WATER TRUCK FILL SITE

During construction, the *Contractor* will only be allowed to fill their water trucks up at the White Rock Operations Yard, located at 877 Keil Street.

SSP 17. INCIDENTAL ITEMS

Payment for all of work performed under the following MMCD Sections shall be incidental to payment for work described in other MMCD Sections:

MMCD Section	Item Description
01 33 01	Project Record Documents
01 51 01	Temporary Utilities and Lighting

01 52 01	Temporary Structures
01 53 01	Temporary Facilities
01 57 01	Environmental Protection
SSP 10	Materials Testing

SSP 18. OPTIONAL PAVEMENT RESTORATION

Work in the Optional Pavement Restoration section will only be completed if the budget allows. Contractors must submit prices for this work but should realize that the work may or may not proceed. The City will decide once the tender period has closed.

If the work proceeds, optional pavement restoration will be completed in unison with the permanent pavement restoration.

SSP 18. OPTIONAL SANITARY FORCEMAIN SUPPORT

This item relates to the crossing of Metro Vancouver's 450mm sanitary forcemain on the south side of North Bluff Road. Work in this section will only be completed if required by Metro Vancouver. This will be determined in field meetings with Metro Vancouver, City, Consultant, and the Contractor. The Contractor must submit prices for this work but should realize that the work may or may not proceed. Payment shall be for the following work:

A support system and installation designed, inspected and field reviewed by a P.Eng. The Contractor shall submit engineered design drawings and procedures for review. The sewer sections should be supported by the appropriate designed quantity of Polyester straps, as Nylon is not suitable due to its stretch, hung from a structurally designed beam (not less than 2 per exposed pipe section, with equidistant spacing). Straps to be load rated assuming pipes full of sewage, and synched with structural come-alongs with locking mechanism. For asbestos cement, vitrified clay, fiberglass and other at-risk pipes, the joints are to be wrapped and reinforced with fibre-reinforced polymer (FRP) in advance of accepting straps. The straps are to have bearing spread cushions specified and installed in advance of accepting straps. Discrete pockets should be under-mined around the pipe (one by one) using hydro-vacuum or manual shovel, not greater than 300mm to 450mm in width, in order to reinforce the joints, where required, and install bearing spread cushions before sliding straps underneath the pipe (one by one). The structural beam should span above the trench and bear on levelled shims well away

from any ground surface that can settle, compress, displace, vibrate or otherwise move. The straps should be fully tensioned and each pipe section fully supported before the supporting soils are removed.

The bedding zone on the underside of the sewer pipe (4:00 – 8:00 o'clock position) shall be lightweight cellular concrete (LCC) of max. 0.8 MPa at 56 days by Gastaldo Concrete (or approved equivalent). The sewer pipe is to be wrapped with polyethylene sheeting as a bond breaker in advance. LCC shall be placed on clean and undisturbed trench subgrade that is approved by a Geotechnical Engineer. Straps to remain in place and taut until after the LCC supports the pipes. The LCC should be hard set before backfill materials are placed and compacted. Backfilling and compaction above the LCC to be to GVS&DD trench standard using imported granular material, unless otherwise specified. Compaction of backfill materials to be low vibration walk behind equipment (machine hoe-pack not permitted within 1.5 meter distance of sewer).

Settlement, displacement and vibration monitoring points should be installed on the pipe at the edges of the trench, and on each pipe section suspended (see standard detail). Baseline and continuous surveys are to be conducted on a daily basis, promptly assessed by P.Eng. for any exceedance or near exceedance of tolerances, and promptly forwarded. Work to be ceased if and when 50% of the tolerances are reached, and the design and procedures to be modified to suit. See Geotechnical Tolerances from the Metro Vancouver Proximal Work Requirements document, below.

TABLE 2: METRO VANCOUVER GEOTECHNICAL SETTLEMENT TOLERANCES

Application	Parameter	Tolerance
Water or sewer – Welded steel main	Horizontal and vertical differential displacement	1 in 1000
Sewer – Reinforced concrete pipe	Horizontal and vertical joint displacement	1 in 1500
Sewer – HDPE/PVC pipe	Horizontal and vertical joint displacement	1 in 1200
Sewer – general	Sag or uplift in pipe profile over affected length	10mm

TABLE 3: METRO VANCOUVER GEOTECHNICAL VIBRATION TOLERANCES

Application	Tolerance (mm/sec)	Notes
Water – Welded steel main	50	Measured at pipe surface
Sewer	25	Frequencies between 25 and 100 Hz Measured at pipe surface
	19	Frequencies between 3 and 10 Hz Measured at pipe surface

Allowable tolerances for MV water mains that are not welded steel pipe will be assessed on a case-by-case basis. Allowable tolerances for MV sewer mains will be based on the current condition of the pipe and the pipe material and will also be evaluated on a case-by-case basis. Unless otherwise advised by MV, the tolerances in Table 2 and Table 3 will apply for all MV sewer mains.

END OF SUPPLEMENTARY SPECIFICATIONS (PROJECT)

SECTION D3: STANDARD DOCUMENTS (MMCD)

Master Municipal Construction Documents Volume II - Platinum Edition Printed 2009 (MMCD) are the Standard Documents for the *Contract*. General Conditions, Standard Specifications and Standard Detail Drawings from the MMCD are incorporated by reference only and are not attached in the Tender Package.

The Master Municipal Construction Documents are available for purchase from:

*Support Services Unlimited
102 - 211 Columbia Street,
Vancouver, B.C. V6A 2R5
Tel: 604-681-0295 Fax: 604-681-4545
<http://www.MMCD.net>*

In the event of a direct conflict between MMCD, the Supplementary General Conditions (Project) and Supplementary Specification (Project), provided, respectively, in Section D1 and Section D2 of the Tender package, take precedence.

Should there be any issue with respect to the meaning or application of any MMCD defined term, a "Related Work" specification, or an MMCD General Conditions reference, the issue will be determined by the Engineer in its sole discretion.

SECTION E – SAMPLE DOCUMENTS

This section includes the following:

- **Sample E1: Bid Bond**
- **Sample E2: Surety**
- **Sample E3: Agreement to Bond Performance And Labour And Material
Payment**
- **Sample E4: Form of Performance Bond**
- **Sample E5: Certificate of Insurance**
- **Sample E6: Form of Labour and Material Payment Bond**
- **Sample E7: Form 2**
- **Sample E8: Form 3**

SAMPLE E1 – BID BOND

No. _____ \$ _____

KNOW ALL MEN BY THESE PRESENTS THAT _____

_____ as Principal hereinafter called the Principal, and
_____ a corporation created and existing under the laws of
_____ and duly authorized to transact the business of Suretyship in
_____ as Surety, hereinafter called the Surety, are held and firmly
bound unto _____ as Obligees hereinafter called the Obligees, in the
amount of _____ Dollars (\$ _____) lawful money
of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind
themselves, their heirs, executors, administrators, successors, and assigned, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a written tender to the Obligees, dated the _____ day
of _____, 20 ____ for _____

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall have
the tender accepted within sixty (60) days from the closing date of tender, and the said Principal will,
within the time required, enter into a formal contract and give the specified security to secure the
performance of the terms and conditions of Contract, then his obligation shall be null and void; otherwise
the Principal and the Surety will pay unto the Obligees the difference in money between the amount of the
bid of the said Principal and the amount for which the Obligees legally contracts with another party to
perform the work if the latter amount is in excess of the former.

The Principal and the Surety shall not be liable for a greater sum than the specified penalty of this Bond.
Any suit under this Bond must be instituted before the expiration of six months from the date of Bond.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond this _____ day
of _____, 20____.

SIGNED AND SEALED (_____ (Seal)
in the presence of (_____
Principal
(_____
(_____ (Seal)

City of White Rock
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SAMPLE E2 – SURETY

(TO BE ON BANK LETTERHEAD)

_____ day of _____, A.D., 20____

The City of White Rock
15322 Buena Vista Avenue
White Rock, BC V4B 1Y6

Dear Sirs:

IRREVOCABLE COMMERCIAL LETTER OF CREDIT NO.

We hereby authorize you to draw on (NAME OF BANK), (ADDRESS OF BANK), Province of British Columbia, for account of (NAME OF TENDERER), up to an aggregate amount of \$_____ available by drafts at sight for 100% of value:

1. Drawings are to be made in writing to (NAME OF BANK)
.....
2. Partial drawings may be made.
3. The Bank will not inquire as to whether or not The City has a right to make demand on this Letter of Credit.
4. This Letter of Credit is irrevocable up to the expiry date.

DRAFTS MUST BE DRAWN AND NEGOTIATED NOT LATER THAN

day of _____, A.D., 20____

The drafts drawn under this Credit are to be endorsed hereon and shall state on their face that they are drawn under (NAME OF BANK), (ADDRESS OF BANK), Vancouver, B.C., Letter of Credit No.

Yours truly,

Manager
On Behalf of
(NAME OF BANK)

**SAMPLE E3 – AGREEMENT TO BONDS (PERFORMANCE AND LABOUR
& MATERIAL PAYMENT)**

For the CITY OF WHITE ROCK

We, the undersigned, hereby agree to become bound as surety for

in a Performance Bond totaling fifty percent (50%) of the Contract Price, and in a Labour and Materials Payment Bond totaling fifty percent (50%) of the Contract price, and conforming to the Instruments of Contract attached hereto, for the full and due performance of the works shown as described herein, if the Tender for

is accepted by the City of White Rock.

It is a condition of this Agreement that if the above mentioned Tender is accepted, application for the above mentioned Bonds must be completed with the undersigned within eight (8) Days of acceptance of the tender related thereto, otherwise this Agreement shall be null and void.

DATED this _____ day of _____, 20____.

Name of Bonding Company

BY:

Signature of Authorized Person Signing for
Company

City of White Rock
CONTRACT WR20-002

(Company Seal)

Position

SAMPLE E4 – FORM OF PERFORMANCE BOND

BOND NO. _____

KNOW THEREFORE ALL MEN BY THESE PRESENTS THAT _____
(hereinafter called the "Principal") and

_____ a corporation created and
existing under the laws of _____ and whose principal office for Canada is
located in the _____ (hereinafter called the "Surety") are held
and firmly bound unto the City of White Rock (hereinafter called the "Obligee") in the
amount of \$_____, lawful money of Canada, for the payment of which sum, well
and truly to be made, the Principal and the Surety bind themselves and their respective
heirs, legal representatives, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS the Principal has entered into a contract with the Obligee dated the _____
day of _____, 20____, for Contract No. _____ which by reference
hereto is made a part hereof as fully to all intents and purposes as though recited in full
herein and which contract as amended, supplemented, modified or restated from time
to time is hereinafter called the "Contract".

NOW THEREFORE, the condition of the foregoing obligation is such that, if the Principal
shall well and truly observe and perform all the obligations of the Contract on the part
of the Principal to be observed and performed, then this obligation shall be void but
otherwise shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the
Obligee.

Whenever the Principal shall be, and declared by the Obligee to be in default under the
Contract, the Surety shall:

- (a) if the work is not taken out of the Principal's hands, remedy the default of
the Principal;
- (b) if the work is taken out of the Principal's hands and the Obligee directs the
Surety to undertake the completion of the work, complete the work in
accordance with the Contract provided that if a contract is entered into for the
completion of the work:
 - (i) such contract shall be between the Surety and the completing
contractor; and

City of White Rock
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(ii) the selection of the completing contractor shall be subject to the approval of the Obligee;

(c) if the work is taken out of the Principal's hands and the Obligee does not direct the Surety to undertake completion of the work, assume financial responsibility for the costs of completion and be liable for and pay the costs of completion of the Contract.

No action shall be instituted by the Obligee herein against the Surety pursuant to these presents after the expiration of three (3) years from the date upon which final payment under the Contract is made.

The Surety shall be liable as principal and nothing of any kind or matter whatsoever shall operate as a discharge or release of the liability of the Surety notwithstanding any law or usage relating to the liability of sureties to the contrary, until all obligations of the Contract have been observed and performed.

In witness whereof, the Principal and Surety have hereunto affixed their corporate seals and caused their presents to be signed by their duly authorized officers.

DATED THIS _____ day of _____, 20__.

Name - Surety

c/s

Signature and Signing Authority

Name - Principal

c/s

Signature and Signing Authority

SAMPLE E5 – FORM OF LABOUR AND MATERIAL PAYMENT BOND

BOND NO. _____

KNOW THEREFORE ALL MEN BY THESE PRESENTS THAT _____
(hereinafter called the "Principal") and _____ a
corporation created and existing under the laws of _____ and whose
principal office for Canada is located in the _____
(hereinafter called the "Surety") are held and firmly bound unto the City of White Rock
(hereinafter called the "Obligee") in the amount of \$_____, lawful money of
Canada, for the payment of which sum, well and truly to be made, the Principal and the
Surety bind themselves and their respective heirs, legal representatives, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a contract with the Obligee dated the _____
day of _____, 20____, for Contract No. _____ which by reference
hereto is made a part hereof as fully to all intents and purposes as though recited in full
herein and which contract as amended, supplemented, modified or restated from time
to time is hereinafter called the "Contract".

NOW THEREFORE, the condition of the foregoing obligation is such that, if the Principal
shall make payment to all Claimants for all labour and material used or reasonably
required for use in the performance of the Contract, then this obligation shall be void
but otherwise shall remain in full force and effect.

A Claimant for the purpose of this Bond is defined as one having a direct contract with
the Principal for labour, material, or both, used or reasonably required for use in the
performance of the Contract, labour and material being construed to include that part
of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment
directly applicable to the Contract provided that a person, firm or corporation who rents
equipment to the Principal to be used in the performance of the Contract under a
contract which provides that all or any part of the rent is to be applied towards the
purchase price thereof, shall only be a Claimant to the extent of the prevailing industrial
rental value of such equipment for the period during which the equipment was used in
the performance of the Contract. The prevailing industrial rental value of equipment
shall be determined, insofar as it is practical to do so, in accordance with and in the
manner provided for in the latest revised edition of the "Equipment Rental Rate Guide"
of the Ministry of Transportation and Highways, B.C., published prior to the period
during which the equipment was used in the performance of the Contract.

The Principal and the Surety, hereby jointly and severally agree with the Obligee, as
Trustee, that every Claimant who has not been paid as provided for under the terms of
its contract with the Principal, before the expiration of a period of 90 days after the date

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on which the last of such Claimant's work or labour was done or performed or materials were furnished by such Claimant, may as a beneficiary of the trust herein provided for, sue on this Bond, prosecute the suit to final judgment for such sum or sums as may be justly due to such Claimant under the terms of its contract with the Principal and have execution thereon. Provided that the Obligee is not obliged to do or take any act, action or proceeding against the Surety on behalf of the Claimants, or any of them, to enforce the provisions of this Bond. If any act, action or proceeding is taken either in the name of the Obligee or by joining the Obligee as a party to such proceeding, then such act, action or proceeding, shall be taken on the understanding and basis that the Claimants or any of them, who take such act, action or proceeding shall indemnify and save harmless the Obligee against all costs, charges and expenses or liabilities incurred thereon and any loss or damage resulting to the Obligee by reason thereof.

No suit or action shall be commenced hereunder by any Claimant:

- (a) unless such Claimant shall have given written notice within the time limits hereinafter set forth to each of the Principal, the Surety and the Obligee, stating with substantial accuracy the amount claimed. Such notice shall be served by mailing the same by registered mail to the Principal, the Surety and the Obligee, at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or other part of Canada in which the subject matter of the Contract is located. Such notice shall be given:
 - (i) in respect of any claim for the amount or any portion thereof, required to be held back, from the Claimant by the Principal, under either the terms of the Claimant's contract with the Principal, or under construction lien legislation applicable to the Claimant's contract with the Principal, whichever is the greater, within 120 days after such Claimant should have been paid in full under the Claimant's contract with the Principal;
 - (ii) in respect of any claim other than for the holdback, or portion thereof, referred to above, within 120 days after the date upon which such Claimant did, or performed, the last of the work or labour or furnished the last of the materials for which such claim is made under the Claimant's contract with the Principal;
- (b) after the expiration of one (1) year following the date on which the Principal ceased work on the Contract, including work performed under the guarantees provided in the Contract;
- (c) other than in a Court of competent jurisdiction in the Province of British Columbia, or District of Canada in which the subject matter of the Contract, or

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any part thereof, is situated and not elsewhere, and the parties hereto agree to submit to the jurisdiction of such Court.

Any material change in the contract between the Principal and the Obligee shall not prejudice the rights or interest of any Claimant under this Bond, who is not instrumental in bringing about or has not caused such change.

The amount of this Bond shall be reduced by, and to the extent of any payment or payments made in good faith, and in accordance with the provisions hereof, inclusive of the payment by the Surety of construction liens which may be filed on record against the subject matter of the Contract, whether or not claim for the amount of such lien be presented under and against this Bond.

The Surety shall be liable as principal and nothing of any kind or matter whatsoever shall operate as a discharge or release of the liability of the Surety notwithstanding any law or usage relating to the liability of sureties to the contrary.

In witness whereof, the Principal and Surety have hereunto affixed their corporate seals and caused their presents to be signed by their duly authorized officers.

DATED THIS _____ day of _____, 20__.

Name - Surety

c/s

Signature and Signing Authority

Name - Principal

c/s

Signature and Signing Authority

SAMPLE E6 – CERTIFICATE OF INSURANCE

Road and Pipe work Projects 2009 Platinum Book MMCD Contract

This certifies that policies of insurance as described below have been issued to the Insured named below and are in full force and effect at this time. It is understood and agreed that thirty (30) days' written notice of any material alteration, transfer, assignment or cancellation of any of the policies listed below, with the exception of ICBC, will be given to the holder of this certificate.

**Note: proof of insurance will be accepted on this form only, or by certified copies of insurance policies.
insurance companies must be licensed to operate in Canada.**

This Certificate is issued to: The City of White Rock, 15322 Buena Vista Avenue, White Rock, B.C. V4B 1Y6

Insured	Name:		
	Address:		
Broker	Name:		
	Agent's Name:		
	Address:	Phone:	

Location and nature of contract, permit, lease, license or operation to which this Certificate applies:

Type of Insurance	Company and Policy Number	Policy Term YYYY-MM-DD	Limits of Liability/Amount
Section 1 Comprehensive General Liability		From: To:	Bodily Injury, Death & Property Damage \$ _____ Per Occurrence \$ _____ Aggregate \$ _____ Deductible
Section 2 Automobile Liability (owned or leased vehicles)	If insured by ICBC, attach a copy of the ICBC form APV-47.	From: To:	Bodily Injury & Property Damage \$ _____ Limit
Section 3 <input type="checkbox"/> Umbrella Liability <input type="checkbox"/> Excess Liability		From: To:	\$ _____ Excess Gen. Liability \$ _____ Excess Auto Liability
Section 4 Single Project Errors & Omissions Professional Liability		From: To:	\$ _____ Each Claim \$ _____ Aggregate \$ _____ Deductible
Section 5 Property Insurance (all risk form)		From: To:	\$ _____ Limit \$ _____ Deductible
Section 6 Contractor's Equipment Insurance		From: To:	\$ _____ Limit
Section 7 Boiler & Machinery Insurance		From: To:	\$ _____ Limit \$ _____ Deductible

Particulars of General Liability Insurance (Sections 1 & 3): ✓ indicates that the coverage is included.

✓ City of White Rock as Additional Insured	✓ Attached Machinery	<input type="checkbox"/> Removal or weakening of support of property, building or land whether the support is natural or otherwise
✓ Project Consultants as Additional Insureds	✓ Broad Form Property Damage	<input type="checkbox"/> Work below ground level over 3 meters (XCU extension)
✓ Premises & Operations	✓ Non-Owned Automobile	<input type="checkbox"/> Use of explosives for blasting
✓ Broad Form Products & Completed Operations	✓ Contingent Employer's	<input type="checkbox"/> Vibration from pile driving or caisson work
✓ Owners & Contractors Protective	✓ Broad Form Loss of Use	
✓ Blanket Contractual	✓ Personal Injury	
✓ Cross Liability/Severability of Interests	✓ 24 months Completed Operations	

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☒ Employees as Additional Insureds

☐ Blanket Broad Form Tenants Legal Liability

Particulars of Professional Liability Insurance (Section 4): ✓ indicates that the coverage is included.

☐ 36 Months Maintenance Period

☐ 24 Months Maintenance Period

☐ Insures all professionals on the project or contract

Particulars of Property Insurance (Section 5): ✓ indicates that the coverage is included.

☐ Builder's Risk Broad Form (All Risks)

☐ Resultant Damage from Faulty Workmanship

☐ Materials On & Off Site & In Transit

☐ Flood & Earthquake

☐ Resultant Damage from Faulty Materials

☐ Installation Floater (All Risks)

☐ City as First Loss Payee to extent of its insurable interest

☐ Breach of Conditions Clause

☐ Full Replacement Value, including Bylaws

These policies comply with the insurance requirements of the governing contract with the City of White Rock.

(Authorized to Sign on Behalf of Insured) Date Signed

(Authorized to Sign on Behalf of Insurers) Date Signed

SAMPLE E7 – FORM 2

Builders Lien Act

(Section 7 (4))

Notice of Certification of Completion

NOTICE: Re _____

[Name or popular description of project]

Take notice that on _____ [date] a certificate of completion, or court order to that effect, was issued with respect to a contract (or subcontract) between _____ [Owner, contractor or subcontractor]

and

_____ [contractor or subcontractor]

in connection with an improvement on land described as follows:

for the provision of [brief, general description of work done under contract or subcontract]:

all persons entitled to claim a lien under the Builders Lien Act and who performed work or supplied material in connection with or under the contract are warned that the time to file a claim of lien may be abridged and section 20 of the Act should be consulted.

SAMPLE E8 – FORM 3

Builders Lien Act

(Section 7 (10))

Certificate of Completion

I _____ [name of payment certifier], of _____ [address],
British Columbia certify that, for the purposes of the Builders Lien Act, the following
contract or subcontract was completed on _____ [month, day,
year].

Street address or other description of the land affected by the improvement:

Brief description of the improvement:

Brief description of the contract or subcontract, including the date of the contract and
the names of the parties to it:

Signed: _____ [signature of payment certifier] _____ [month, day, year].

SECTION F – APPENDICES

This section includes the following:

- **Appendix F1 – Contract Drawings**

APPENDIX F1 – CONTRACT DRAWINGS

Contract Drawings are attached.