



TENDER DOCUMENT

for

THE DISTRICT OF SUMMERLAND Bentley Road Conductor Upgrade

March 2017

Reference No. 5330-125

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INSTRUCTIONS TO TENDERERS

PART I

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

DISTRICT of SUMMERLAND

(Hereinafter referred to as the "Owner")

Contract Title: Bentley Road Conductor Upgrade

Reference No: 5330-125

Introduction

1

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

The project consists of reconductoring 21 spans of an existing 3 phase primary overhead line to 266 ACSR as well as replacement of 3 sections of underground primary with 350MCM AL

- 1.2 Direct all inquiries regarding the Contract, to:

Devon van der Meulen
Manager of Utilities
District of Summerland
Phone: 250-404-4075
Email: dvandermeulen@summerland.ca

Direct all technical inquiries, to:

Jesse Spring
Manager, Kelowna Operations
Primary Engineering and Construction

Phone: 250-763-0401
Email: jspring@primaryeng.com

Tender Documents

2

- 2.1 The tender documents which a Tenderer should review to

prepare a tender consist of all of the Contract Documents listed in Schedule 1 entitled "Schedule of Contract Documents". Schedule 1 is attached to the Agreement which is included as part of the tender package. The Contract Documents include the Drawings listed in Schedule 2 to the Agreement, entitled "List of Drawings".

2.2 A portion of the Contract Documents are included by reference. Copies of these documents and drawings have not been included with the tender package. The documents are the:

- Instructions to Tenderers - Part II;
- General Conditions; and
- Specifications.

which are contained in the publication entitled "Master Municipal Construction Document ". Refer to Schedule 1 of the Agreement for the correct edition of this publication applicable to this Contract. All sections of this publication are by reference included in the Contract Documents.

The drawings are noted in Schedule 2, List of Drawings.

2.3 Any additional information made available to the Tenderers prior to the Tender Closing Time by the Owner or a representative of the Owner, such as geotechnical reports or record drawings, which is not expressly included in Schedule 1, Schedule 2, Schedule 3, Schedule 4 or Schedule 5 of the Agreement, is not included in the Contract Documents. Such additional information is only made available to assist the Tenderers who must make their own judgement about its reliability, accuracy, or completeness and neither the Owner nor any representative of the Owner gives any guarantee or representation that the additional information is reliable, accurate, or complete.

Submission of Tenders

3

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

Works and Utilities Department

on or before:

Tender Closing Time: 2:00 pm local time

Tender Closing Date: April 13, 2017

at the:

District of Summerland
9215 Cedar Avenue
PO Box 159
Summerland, B.C. V0H 1Z0
Fax: (250) 494-3399

**Additional
Instructions to
Tenderers**

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

4

4.1 Tenderers are advised that, except as expressly and specifically permitted in these instructions to the Tenderer, no Tenderer shall have any claim for any compensation of any kind whatsoever, as a result of participating in the tender, and by submitting a bid each Tenderer shall be deemed to have agreed that it has no claim.

4.2 Tenderers are advised that the Contract Administrator is the only District representative with whom they are permitted to communicate and discuss issues regarding this competition. Any contact, other than minor incidental contact, with any other District representative, including members of the Council and District officers or employees, regarding this Tender or the Tenderer's submission will result in the Tenderer's submission being removed from consideration for this competition.

The Contract Administrator will issue a written Notice of Removal to any Tenderer whose submission is being removed from consideration for this competition.

A Tenderer who wishes to dispute the Notice of Removal must submit a formal written appeal to the Director of Works and Utilities within five working days of the issuance of the Notice of Removal. The appeal must clearly state the reasons the Tenderer feels their submission should be reinstated. Under this process, if the Tenderer is not satisfied with the Director of Works and Utilities decision, then the appeal will be submitted to the Chief Administration Officer who, at their sole discretion, will make the final decision.

4.3 Your attention is drawn to:

- the Agreement, Article 7 - General, paragraph 7.1, which identifies the *Contractor* as the Principal Contractor for this project; and
- the Supplementary Conditions and Measurement for Payment Clauses which contain additional instructions which are not contained in this section but are instrumental to this contract.

4.4 Tenderers must provide a list of force account rates for all *Contractor* owned major equipment. Force account rates shall not exceed rates in the Equipment Rental Rate Guide, published by the B.C. Road Builders & Heavy Construction Association. Equipment rental rates must include all operator costs and shall be listed in and attached as Appendix 7 of the Form of Tender.

4.5 The maximum number of consecutive weeks a Tenderer may allow for the Construction Schedule, as required in the General Conditions, Section 4.6, shall be 6 weeks. The date of Substantial Performance, as required in the Form of Tender, Section 2.2, shall be 6 weeks from the date established by the Tenderer as the date to commence the Work. Notwithstanding the above, the date of Substantial Performance shall not be later than June 9, 2017.

The Tenderer's attention is drawn to GC 13.9 "Liquidated Damages for Late Completion" of the Master Municipal Construction Documents and is strongly advised to consider time of year, manpower requirements, equipment availability, current work commitments, and any other aspect that may affect scheduling to ensure completion of the work within 6 weeks, which is the maximum amount allotted for this project, and to establish an accurate date of Substantial Performance.

4.6 A Tenderer's briefing is scheduled for April 6, 2017 at 9:00 am at the offices of the District of Summerland, 9215 Cedar Avenue. All general contractors, subcontractors, and suppliers are invited. Representatives of the Owner and the Engineer will be in attendance.

4.7 After the Tender Closing Time and prior to the award of the Contract, the Owner reserves the full right to submit and negotiate, with the lowest Tenderer, any alterations, changes, or amendments the Owner may wish to make to the Contract Documents.

The lowest Tenderer shall be the Tenderer whose total tender is lowest based on the options selected for award by the Owner.

4.8 The Contractor must ensure that every option is tendered independently so that their tender is not adversely affected by any combination of options selected for award by the Owner.

4.9 This Contract is subject to budget limitations. It is the intent of the District to proceed with the project, however, the Contractor should be aware that the project will not proceed if the District cannot provide adequate funds to complete the project.

4.10 *Construction Schedule* submitted with the Form of Tender may

be a simple bar chart indicating preliminary scheduling of major tasks.

The *Construction Schedule* required to be submitted by the *Contractor* in accordance with MMCD Platinum Edition GC 4.6, shall include sufficient detail for the *Contract Administrator* to accurately monitor construction progress.

FORM OF TENDER
DISTRICT of SUMMERLAND
(Hereinafter referred to as the "Owner")

Contract Title: Bentley Road Conductor Upgrade

Reference No. 5330-125

TO Owner:

1 WE, THE UNDERSIGNED:

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

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____
- 6) _____
- 7) _____; and

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.

2 ACCORDINGLY WE HEREBY OFFER:

2.1 to perform and complete all of the Work and to provide all the labour, equipment, and material 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 June 9, 2017; and

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

to complete the Work for the "Tender Price" as set out in Appendix 1 of this Form of Tender. Our Tender Price is based on the estimated quantities listed in the Schedule of Quantities and Prices, and excludes 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 will vary.

4 WE CONFIRM:

- 4.1 that the following Appendices are attached to and form a part of this tender:

- the Appendices as required by paragraph 5.3 of the Instructions to Tenderers - Part II; and
- the Bid Security as required by paragraph 5.2 of the Instructions to Tenderers - Part II; and
- a Consent of Surety Form, which contains no qualifying statements, for the provision of a Performance Bond and a Labour and Materials Bond as described in paragraph 5.1.1 herein.

5 WE AGREE:

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

- 5.1.1 deliver to the Owner within 7 Days of receipt of the written Notice of Award:

- a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract Price, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the Owner;
- a Construction Schedule, as provided by GC 4.6.1;
- a "clearance letter" indicating that the Tenderer is in WorkSafeBC compliance;

- a copy of a letter from the Tenderer notifying the WorkSafeBC of the anticipated date that construction will commence and that the Tenderer has agreed to be the Principal Contractor for the duration of this contract;
- a copy of the insurance policies as specified in GC 24 indicating that all such insurance coverage is in place; and
- a letter from the Contractor's insurance provider confirming that the insurance provided meets or exceeds the insurance coverage specified in GC 24.

5.1.2 commence the Work within 7 Days of receipt of written "Notice to Proceed", or such longer time as may be otherwise specified in the Notice to Proceed; and

5.1.3 sign the Contract Documents as required by GC 2.1.2.

6 WE AGREE:

6.1 that, if we receive written Notice of Award of this Contract and contrary to paragraph 5 of this Form of Tender, we:

- fail or refuse to deliver the documents as specified by paragraph 5.1.1 of this Form of Tender; or
- 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.

6.2 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:

the face value of the Bid Security; and

- 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 _____, 2017.

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

FORM OF TENDER - APPENDIX 1

Bentley Road Conductor Upgrade

SCHEDULE OF QUANTITIES AND PRICES

(See paragraph 5.3.1 of the Instructions to Tender - Part II)

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

District of Summerland - Bentley Road Upgrade (HR-2203)

Schedule of Quantities

| Item # | Description | Unit of Measure | Estimated Quantity | (L) Labour (M) Materials | Unit Rate | Amount |
|----------------|--|-----------------|--------------------|-----------------------------------|-----------|--------|
| CIVIL | | | | | | |
| INSTALL | | | | | | |
| CI1 | Trench, backfill, restoration in boulevard | m | 16 | L & M | | |
| CI2 | Trench, backfill, restoration in asphalt | m | 2 | L & M | | |
| CI3 | 4x75mm Power Primary Duct (DB2) | m | 8 | L & M | | |
| CI4 | 5x75mm Power Primary Duct (DB2) | m | 8 | L & M | | |
| CI5 | 1x75mm Shaw Duct | m | 16 | L & M | | |
| CI6 | 3x100mm Telus Duct | m | 8 | L & M | | |

| | | | | | | |
|------------------|---|------|---|-------|--|--|
| CI7 | ES54 M1-01 BC Hydro Style Large Pilaster for Primary Duct | each | 2 | L & M | | |
| CI8 | ES54 M1-01 BC Hydro Style Small Pilaster for Secondary Duct | each | 3 | L & M | | |
| CI9 | 1590-1 Concrete Service Box | each | 1 | L & M | | |
| Sub-Total | | | | | | |

ELECTRICAL UNDERGROUND

SALVAGE

| | | | | | | |
|------|--|------|----|---|--|--|
| EUS1 | 3x#2CU PRIMARY CABLES | PULL | 3 | L | | |
| EUS2 | 4/0 AL TRIPLEX CABLE | PULL | 2 | L | | |
| EUS3 | 4 POINT 200A JUNCTION BARS | EA | 6 | L | | |
| EUS4 | 200A ELBOWS | EA | 12 | L | | |
| EUS5 | SECONDARY CONDUCTOR FROM NEW SERVICE BOX TO EXISTING POLE 5-35 | EA | 1 | L | | |

INSTALL

| | | | | | | |
|------|---|------|-----|-------|--|--|
| EUI1 | 5343104 350MCM AL 15KV CONCENTRIC NEUTRAL PRIMARY CABLES | M | 220 | M | | |
| EUI2 | 3x350MCM AL 15KV CONCENTRIC NEUTRAL PRIMARY CABLES IN 3 DUCTS | PULL | 3 | L | | |
| EUI3 | 5340208 4/0 AL TRIPLEX SECONDARY CABLE | M | 52 | M | | |
| EUI4 | 1x4/0 AL TRIPLEX SECONDARY CABLE | PULL | 1 | L | | |
| EUI5 | 5740411 PATTON & COOKE JUNCTION RACKS (2X200A & 2X600A) | EA | 6 | L & M | | |
| EUI6 | 5740330 200A BUSHING INSERTS | EA | 12 | L & M | | |
| EUI7 | 1500-4 T-BODY, 350MCM AL | EA | 12 | L & M | | |
| EUI8 | 4835013 INSULATING CAPS | EA | 10 | L & M | | |
| EUI9 | 1501-1 SECONDARY CABLE CONNECTORS | EA | 1 | L & M | | |

| | | | | | | |
|------------------|---|----|---|-------|--|--|
| EUI10 | SECONDARY CONDUCTOR IN DUCT FROM NEW SERVICE BOX TO NEW POLE 5-35 | EA | 1 | L & M | | |
| Sub-Total | | | | | | |

ELECTRICAL OVERHEAD

SALVAGE

| | | | | | | |
|-------|---|------|----|---|--|--|
| EOS1 | 3PH POLE (INCLUDES POLE AND ALL CROSSARMS, TAPS, SWITCHES, NEUTRAL ATTACHMENTS, SECONDARY ATTACHMENTS, DIPS, GROUNDING) | EA | 14 | L | | |
| EOS2 | 3PH TAP | EA | 1 | L | | |
| EOS3 | 3PH DDE | EA | 1 | L | | |
| EOS4 | 3PH ANGLE | EA | 1 | L | | |
| EOS5 | 3PH TANGENT | EA | 5 | L | | |
| EOS6 | 1PH FUSED CUTOOTS | EA | 1 | L | | |
| EOS7 | NEUTRAL TAP | EA | 1 | L | | |
| EOS8 | NEUTRAL DDE | EA | 1 | L | | |
| EOS9 | NEUTRAL TANGENT | EA | 4 | L | | |
| EOS10 | SECONDARY CLEVIS | EA | 1 | L | | |
| EOS11 | 1PH TRANSFORMER W/ CUTOOT (TRANSFER TRANSFORMER) | EA | 4 | L | | |
| EOS12 | 3PH TRANSFORMER BANK W/ CUTOOTS (TRANSFER TRANSFORMERS) | EA | 2 | L | | |
| EOS13 | POLE GROUND | EA | 1 | L | | |
| EOS14 | GUY AND ANCHOR | EA | 9 | L | | |
| EOS15 | O/H GUY AND ANCHOR | EA | 1 | L | | |
| EOS16 | PUSHBRACE | EA | 1 | L | | |
| EOS17 | STREET LIGHT | EA | 1 | L | | |
| EOS18 | OPEN WIRE SECONDARY | SPAN | 2 | L | | |

| | | | | | | |
|-------|-----------------------------------|------|----|---|--|--|
| EOS19 | PRIMARY CONDUCTOR (3PH + NEUTRAL) | SPAN | 21 | L | | |
|-------|-----------------------------------|------|----|---|--|--|

INSTALL

| | | | | | | |
|-------|---|----|----|-------|--|--|
| EOI1 | 5010303 30' CLASS 3 POLE | EA | 1 | L | | |
| EOI2 | 5010303 35' CLASS 3 POLE | EA | 1 | L | | |
| EOI3 | 5010402 40' CLASS 3 POLE | EA | 1 | L | | |
| EOI4 | 5010402 40' CLASS 2 POLE | EA | 11 | L | | |
| EOI5 | 5010452 45' CLASS 2 POLE | EA | 1 | L | | |
| EOI7 | 5010552 50' CLASS 2 POLE | EA | 1 | L | | |
| EOI8 | 2778-1 3PH DDE #2 ACSR | EA | 1 | L & M | | |
| EOI9 | 2778-2 3PH PRIMARY DDE 266 ACSR | EA | 3 | L & M | | |
| EOI10 | 2710-2 3PH CORNER 266 ACSR | EA | 1 | L & M | | |
| EOI11 | 2709-2 3PH DE 266 ACSR | EA | 3 | L & M | | |
| EOI12 | 2705-2 3PH LIGHT ANGLE 266 ACSR | EA | 1 | L & M | | |
| EOI13 | 2707-2 3PH MED ANGLE 266 ACSR | EA | 1 | L & M | | |
| EOI14 | 2700-2 3PH TANGENT 266 ACSR | EA | 11 | L & M | | |
| EOI15 | 2414-5 3PH PRIMARY TAP 266 ACSR | EA | 1 | L & M | | |
| EOI16 | 2400-5 1PH TAP #2 ACSR W/ 100A LOADBREAK CUTOUT | EA | 3 | L & M | | |
| EOI17 | 2100-3 SKYPIN WITH INSULATOR | EA | 2 | L & M | | |
| EOI18 | 5710404 INSULATOR, PIN TYPE | EA | 1 | L & M | | |
| EOI19 | 5110102 PIN, 6" TOP | EA | 1 | L & M | | |
| EOI20 | 5531021 STIRRUPS | EA | 6 | L & M | | |
| EOI21 | 2424-3 3PH SECTIONALIZING SWITCH STRUCTURE 266 ACSR | EA | 1 | L & M | | |
| EOI22 | 2424-8 3PH SECTIONALIZING SWITCH STRUCTURE W/ 900 A SWITCHES 266 ACSR | EA | 1 | L & M | | |
| EOI23 | 1324-5(MOD) 15KV 350AL MCM RISER WITH 200A LOADBREAK CUTOUTS | EA | 2 | L & M | | |
| EOI24 | 2525-3 3PH TRANSFORMER BANK FRAMING | EA | 2 | L & M | | |
| EOI25 | 2523-3 1PH TRANSFORMER FRAMING | EA | 3 | L & M | | |

| | | | | | | |
|-------|--|------|------|-------|--|--|
| EOI26 | 2523-2 1PH TRANSFORMER FRAMING | EA | 1 | L & M | | |
| EOI27 | OVERHEAD TRANSFORMER 50kVA 4800-120/240V (DISTRICT OF SUMMERLAND STANDARD) | EA | 1 | L & M | | |
| EOI28 | 2660-4 NEUTRAL CLEVIS (TANGENT) | EA | 11 | L & M | | |
| EOI29 | 2660-4 NEUTRAL CLEVIS (DE) | EA | 19 | L & M | | |
| EOI30 | 2660-4 SECONDARY CLEVIS (DE) | EA | 11 | L & M | | |
| EOI31 | 2660-4 SECONDARY CLEVIS (TANGENT) | EA | 7 | L & M | | |
| EOI32 | ES53 M1-01 BC HYDRO STYLE LARGE CABLE GUARD FOR PRIMARY DUCT | EA | 2 | L & M | | |
| EOI33 | ES53 M1-01 BC HYDRO STYLE SMALL CABLE GUARD FOR SECONDARY DUCT | EA | 1 | L & M | | |
| EOI34 | 2592-3 POLE GROUND | EA | 15 | L & M | | |
| EOI35 | 2852-6 GUY AND ANCHOR | EA | 4 | L & M | | |
| EOI36 | 2854-3 DOUBLE DOWN HAUL GUY AND ANCHOR | EA | 6 | L & M | | |
| EOI37 | 2858-3 O/H GUY AND ANCHOR | EA | 3 | L & M | | |
| EOI38 | 2820-1 PUSH BRACE | EA | 1 | L & M | | |
| EOI39 | TRANSFER AND SPLICE (IF REQUIRED) PRIMARY CONDUCTOR (1PH + NEUTRAL) | SPAN | 3 | L & M | | |
| EOI40 | TRANSFER AND SPLICE (IF REQUIRED) PRIMARY CONDUCTOR (3PH + NEUTRAL) | SPAN | 3 | L & M | | |
| EOI41 | EXTEND O/H TRIPLEX SERVICE FROM POLE 8-26 TO 8-29 | EA | 2 | L & M | | |
| EOI42 | TRANSFER O/H TRIPLEX SERVICE | EA | 9 | L & M | | |
| EOI43 | TRANSFER OPEN WIRE SECONDARY (3 WIRES) | EA | 3 | L & M | | |
| EOI44 | TRANSFER SECONDARY DIP | EA | 2 | L & M | | |
| EOI45 | 1469-1MOD 150W LUMINAIRE | EA | 1 | L & M | | |
| EOI46 | 1440-1 STREET LIGHT ATTACHMENT (REPLACE ARM W/ SHORT SUMMERLAND BRACKET) | EA | 1 | L & M | | |
| EOI47 | TRANSFER SL | EA | 1 | L & M | | |
| EOI48 | 5320114 266.8 ACSR PRIMARY | M | 2559 | M | | |
| EOI49 | 1/0 ACSR NEUTRAL | M | 853 | M | | |

| | | | | | | |
|---------------------------|--|------|-----|---|--|--|
| EOI50 | 5320204 #2 ACSR | M | 296 | M | | |
| EOI51 | STRING PRIMARY CONDUCTOR (3PH + NEUTRAL) | SPAN | 21 | L | | |
| Sub-Total | | | | | | |
| Tender Price | | | | | | |
| GST | | | | | | |
| Total Tender Price | | | | | | |

NOTES

- 1 Contractor to provide all other materials
- 2 Unit pricing to include delivery of all salvage wire and junction bars to DOS yard and disposal of remaining salvage materials and waste
- 3 All conduits include costs for bends, couplers, pull rope, pilasters and concrete encasement as required
- 4 All power boxes and bases include grounding and counterpoise
- 5 All boxes include lids
- 6 All rigid PVC for risers to be included with riser pole units
- 7 Cable and conductor lengths are direct distances and do not include loops, terminations, riser heights or waste
- 8 Unit prices to include all required clamps, ampacts, preforms, splices and conductor tie wire
- 9 Outages are to be limited to 4 hours or less
- 10 Outages for industrial customers to be on weekends or after hours
- 11 Contractor to plan and coordinate outages with customers and the District of Summerland
- 12 Contractor to distribute official outage notifications a minimum of 24 hours in advance
- 13 All unit prices to include any hot line work, temporary structures or additional labour required to install/salvage facilities while minimizing outages

- 14 Unit prices to include allowance for a hand-off walkthrough with Summerland Utility personnel after construction completion
- 15 Unit prices to include brushing where required
- 16 Unit prices to include equipment and cable tagging
- 17 Phasing of circuits is to be included in unit pricing
- 18 Proper precautions should be taken for any digging/work around waterways
- 19 Coordination with Shaw/Telus to complete civil and electrical work should be included in unit prices
- 20 Unit rates to include any saw cutting, asphalt restoration and landscape restoration

FORM OF TENDER - APPENDIX 2

Bentley Road Conductor Upgrade

PRELIMINARY CONSTRUCTION SCHEDULE (See paragraph 5.3.2 of the Instructions to Tender - Part II)

| DESCRIPTION OF TASK | CONSTRUCTION SCHEDULE | | |
|---------------------|-----------------------|-----|------|
| | April | May | June |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

(Tenderer to fill in schedule to suit their methods and resources. Milestone dates may be advanced but not delayed)

Our schedule is based on **7** consecutive weeks of work and commences on _____ .

FORM OF TENDER - APPENDIX 3

Bentley Road Conductor Upgrade EXPERIENCE OF SUPERINTENDENT (See paragraph 5.3.3 of the Instructions to Tender - Part II)

Superintendent's Name: _____

Experience: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

FORM OF TENDER - APPENDIX 4

Bentley Road Conductor Upgrade EXPERIENCE OF TRAFFIC CONTROL SUPERVISOR (See paragraph 5.3.3 of the Instructions to Tender - Part II)

Traffic Control Supervisor's Name: _____

Experience: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

FORM OF TENDER - APPENDIX 5

Bentley Road Conductor Upgrade

**CONTRACTOR'S
COMPARABLE WORK EXPERIENCE**
(See paragraph 5.3.4 of the Instructions to Tender - Part II)

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

AGREEMENT
BETWEEN OWNER AND CONTRACTOR

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

Contract: Bentley Road Conductor Upgrade

Reference No. 5330-125

BETWEEN:

DISTRICT OF SUMMERLAND, of 9215 Cedar Avenue, PO Box 159, Summerland, V0H 1Z0, in the Province of British Columbia.

(hereinafter called the "Owner")

AND:

(NAME AND OFFICE ADDRESS OF CONTRACTOR)

(hereinafter called the "Contractor")

The Owner and the Contractor agree as follows:

ARTICLE 1 THE WORK - START/COMPLETION DATES

- 1.1 The Contractor will perform all Work and provide all labour, equipment and material and do all things strictly as required by the Contract Documents.
- 1.2 The Contractor will commence the Work in accordance with the Notice to Proceed. The Contractor will proceed with the Work diligently, will perform the Work generally in accordance with the construction schedules as required by the Contract Documents and will achieve Substantial Performance of the Work on or before June 9, 2017 subject to the provisions of the Contract Documents for adjustments to the Contract Time.
- 1.3 Time shall be of the essence of the Contract.

ARTICLE 2 CONTRACT DOCUMENTS

- 2.1 The "Contract Documents" consist of the documents listed or referred to in Schedule 1, entitled "Schedule of Contract Documents", which is attached to 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 Copies of all the "Contract Documents", including the pertinent copy of the MMCD Platinum Edition and the District of Summerland Subdivision and Development Servicing Bylaw No. 99-004, must be stored in the site office and available for reference at all times. The Contractor is responsible for purchasing the MMCD and the District of Summerland Subdivision and Development Servicing Bylaw No. 99-004.
- 2.3 The Contract supersedes all prior negotiations, representations or agreements, whether written or oral, and the Contract may be amended only in strict accordance with the provisions of the Contract Documents.

ARTICLE 3 CONTRACT PRICE

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

ARTICLE 4 PAYMENT

- 4.1 Subject to applicable legislation and the provisions of the Contract Documents, the Owner shall make payments to the Contractor.
- 4.2 If the Owner fails to make payments to the Contractor as they become due in accordance with the terms of the Contract Documents then interest calculated at 1% per annum over the prime commercial lending rate of the Royal Bank of Canada on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

ARTICLE 5 RIGHTS AND REMEDIES

- 5.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

- 5.2 Except as specifically set out in the Contract Documents, no action or failure to act by the Owner, Contract Administrator, or Contractor shall constitute a waiver of any of the parties' rights or duties afforded under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach under the Contract.

ARTICLE 6 NOTICES

- 6.1 General communications between the Owner, the Contract Administrator and the Contractor may be delivered by hand, e-mail, fax, and pre-paid registered mail to the addresses as set out below.
- 6.2 Formal communications and notices between the Owner, the Contract Administrator and the Contractor may only be delivered by hand, fax, and pre-paid registered mail to the addresses as set out below.

The Owner:

District of Summerland
9215 Cedar Avenue
Summerland, B.C. V0H 1Z0
Fax: (250) 494-3399
E-mail: Kjohnson@summerland.ca
Attention: Kris Johnson, P.Eng.

The Contractor:

Fax: _____ - _____ - _____

Attention: _____

The Contract Administrator:

District of Summerland
9215 Cedar Avenue
Summerland, B.C. V0H 1Z0
Fax: (250) 494-3399
E-mail: dvandermeulen@summerland.ca
Attention: Devon van der Meulen

- 6.2 A communication or notice that is addressed as above shall be considered to have been received:
- immediately upon delivery, if delivered by hand; or
 - immediately upon transmission if sent and received by fax; or
 - 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 or email assumes all risk that the fax or email will be received properly, and the provisions of paragraph 12.5 of the Instructions to Tenderers, Part II apply to the sender.

ARTICLE 7 GENERAL

7.1 The Contractor, by signing this agreement, is agreeing in writing to be the Principal Contractor and agrees to perform all the duties and responsibilities of the Principal Contractor as set out in WorkSafeBC, Occupational, Health, & Safety Regulation as amended. The duties and responsibilities of the Principal Contractor are in addition to any other duties and responsibilities normally required of a contractor by WorkSafeBC.

7.2 This Contract shall be construed according to the laws of British Columbia.

7.3 The Contractor shall not, without the express written consent of the Owner, assign this Contract, or any portion of this Contract.

7.4 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.

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

7.6 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 the day and year first written above.

DISTRICT OF SUMMERLAND

by its authorized signatories

Name of Company

by its authorized signatories

Schedule 1

SCHEDULE OF CONTRACT DOCUMENTS

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

Note: The documents noted with an "*" are contained in the "Master Municipal Construction Documents", Platinum Edition printed 2009. The "Master Municipal Construction Documents" Platinum Edition printed 2009 must be read and interpreted simultaneously with the Contract Documents and form part of this agreement.

- Agreement, including Schedule 1, Schedule 2, Schedule 3, Schedule 4 and Schedule 5;
 - Supplementary Conditions;
 - Measurement for Payment Clauses;
 - General Conditions*;
 - Specifications*;
 - Standard Detail Drawings as listed in the Drawing Supplements in the Supplementary Conditions;
 - Executed Form of Tender, including Appendix 1, Appendix 2, Appendix 3, Appendix 4, Appendix 5, and Appendix 6;
 - Drawings listed in Schedule 2 to the Agreement - "List of Drawings";
 - Instructions To Tenderers - Part I;
 - Instructions to Tenderers - Part II*;
 - The following Addenda:
 - 1) _____
 - 2) _____
 - 3) _____
 - 4) _____
 - 5) _____
 - 6) _____
 - 7) _____
- (ADDENDA, IF ANY)

Schedule 2

LIST OF DRAWINGS

| DRAWING NAME | DRAWING NUMBER |
|--|----------------|
| Bentley Road Design Drawing (Rev. 0.G) - Page 1 | HR-2203-F1 |
| Bentley Road Design Drawing (Rev. 0.G) - Page 2 | HR-2203-F2 |
| Bentley Road Design Drawing (Rev. 0.G) - Page 3 | HR-2203-F3 |
| Three Phase Riser 350-750 MCM | 1324 |
| Street Light Str. AL light bracket for wood poles. | 1440 |
| High Pressure Sodium Luminaire and Lamp, Flat glass | 1469 |
| Underground Structures 15kV tap Load Break/T-Body | 1500 |
| Underground Structures Concrete Service box | 1501 |
| Underground Structures Concrete Service box Civil | 1590 |
| Single Phase Primary Tangent Structure. | 2100 |
| Switching Structure Single Phase Primary Tap Structure | 2400 |
| Three Phase Primary Tap on Main Line Structure | 2414 |
| Three Phase Primary Sectionalizing Switching Structure | 2424 |
| Equipment & Grounding Structures 1 Phase Sub, 14.4 | 2523 |
| Equipment & Grounding Structures Trans Bank on | 2525 |
| Dist. Equip. & Grounding Structures Grounding of | 2592 |
| Neutral Attachment Tangent | 2660 |
| Three Phase Primary Tangent | 2700 |
| Three Phase Primary Angle Structure | 2705 |
| Three Phase 25kV Primary Med. Angle Structure | 2707 |
| Three Phase Primary Deadend Structure | 2709 |
| Three Phase Primary Single Arm Dead-End (Single | 2710 |
| Two way Deadend Structure | 2778 |
| Push Brace | 2820 |
| Single Downhaul Guy and Anchor with Extended Guy | 2852 |
| Double Downhaul Guy and Anchor with Extended Guy | 2854 |
| Single Overhead Guy and Anchor with Guy Strain | 2858 |
| Structures on Wood Poles Guard Cover Installation | ES53_M1 |
| Pilaster on Wood Poles Installation Details | ES54_M1 |

Schedule 3

MAINTENANCE PERIOD REQUIREMENTS

1. The Contractor shall not be responsible for the repair of any third party damage to the works provided the Contractor has complied with all terms and conditions of the contract that may have prevented the subject damage.
2. The Contractor must, within 10 working days after the date of written notification, repair any defects or deficiencies that appear during the Maintenance Period.
3. The Contractor shall employ only bondable Contractors to carry out and complete work within statutory rights of way.
4. The Contract Administrator shall schedule with the Contractor a Maintenance Inspection prior to the expiry date of the Maintenance Period to inspect the works and determine what defects and deficiencies exist.
5. The Contractor shall repair all defects and deficiencies identified during the site visit no later than seven days prior to the expiry date of the Maintenance Period.
6. The Contractor agrees that if the required repairs, or any part thereof, are not completed in accordance with the provisions of the Contract Documents, the Owner may complete the repairs at the expense of the Contractor. It is understood and agreed that the Owner may do such work either by itself, or by Contractors employed by the Owner.
7. Notwithstanding the above, the District reserves the right to not complete the repairs and may, after 10 working days of written notification impose a penalty of \$500.00 per day until such time as the repairs have been completed.
8. Any costs incurred by the Owner to complete the repairs, including administration costs, or any penalties in accordance with the Contract Documents, shall be deducted from the security held by the Owner. The balance of the security will be returned to the Contractor within 10 days of the date of expiration of the Maintenance Period. If there is insufficient money in the security deposit to cover the costs incurred by the owner, then the Contractor will pay such deficiency to the Owner immediately upon receipt of an invoice from the Owner.

Schedule 4

IRREVOCABLE LETTER OF CREDIT

Enter Date
Enter Name and
Address of Financial
Institution Head Office

District of Summerland
9215 Cedar Avenue
Summerland, B.C.
V0H 1Z0

Attention: Director of Works and Utilities

At the request of **Enter Name of Contractor**, we hereby establish in your favour our irrevocable credit for a sum not exceeding **Enter Amount**. This credit shall be available to you by sight drafts drawn on the **Enter Name and Address of Financial Institution Branch Office** when supported by your written demand for payment upon us.

This letter of credit is required in connection with the **Enter Project Name** as security to warrant the works in accordance with the Contract Documents.

We specifically undertake not to recognize any notice of dishonour of any sight draft that you shall present to us for payment under this Letter of Credit.

You may make partial drawings or full drawings at any time.

We shall honour your demand without inquiring whether you have a right as between yourself and our customer. This Letter of Credit will expire on **Enter Expiry Date** subject to the condition hereinafter set forth.

It is a condition of this Letter of Credit that it shall be deemed to be automatically renewed and extended without amendment for one year from the present or any future expiry date hereof, unless thirty days prior to such expiry date, we notify the Director of Works and Utilities Department of the District of Summerland in writing, by registered mail, that we elect not to consider this Letter of Credit to be renewed for an additional period. Upon receipt of such notice, you may draw hereunder by means of your written demand for payment.

Our reference for this Letter of Credit is **Enter Reference Number**.

.....
(Name of Financial Institution)

.....
(Signature)

Schedule 5

Tender Drawings

Attached

SUPPLEMENTARY CONDITIONS

Bentley Road Conductor Upgrade

The following General Supplements, Global Supplements, Specific Supplements, and Drawing Supplements contained herein shall take precedence over the Master Municipal Construction Documents (MMCD).

General Supplements

- 1) All work shall be restricted to Monday to Saturday between the hours of 07:00 and 19:00. No work shall take place on Sundays or statutory holidays unless the contractor receives prior written approval from the *Contract Administrator*.
- 2) Where compaction and material testing services are required, the *Owner* will appoint a material testing subcontractor. The *Owner* shall pay for all compaction and material testing except that the *Contractor* shall be required to pay for any compaction and material testing that is:
 - re-testing of areas where previous tests failed;
 - required to verify the acceptability of corrected work; or
 - performed exclusively for the contractor's convenience.

Global Supplements

The following supplements shall be applied globally to the MMCD.

- 1) All MMCD references to the word "Municipal" shall be replaced with the word "District".
- 2) All MMCD references to the words "Modified Proctor Density" shall be replaced with the words "Standard Proctor Density".
- 3) All MMCD references to the words "95% Modified Proctor Density" shall be replaced with the words "100% Standard Proctor Density".
- 4) Subsections titled "Protection of Work, Property and Public" delete entire contents and replace with the following:
 - “.1 The *Contractor* must ensure that due care is taken in order to protect the work, existing underground utilities and structures, and other persons' property from damage. Any damage must be repaired to the original conditions or better at the expense of the *Contractor*.
 - .2 The *Contractor* must provide the necessary safety devices and supervision to protect the public."

Specific Supplements

The following supplements are specific to the corresponding *MMCD* sections and subsections noted and are not to be applied globally. *MMCD* sections not listed in Table 1 have no Specific Supplements specific to that section.

Table 1 **MMCD SPECIFIC SUPPLEMENTS**

| MMCD Number | MMCD Name | Specific Supplements Description |
|-------------|------------|--|
| GC 4 | Contractor | <p>GC 4.7 Superintendent; GC 4.7.3 delete the words: “The <i>Contractor</i> shall not change the <i>Superintendent</i> without the consent of the <i>Contract Administrator</i>, such consent shall not unreasonable be withheld.” and replace with the words “The <i>Contractor</i> shall not change the <i>Superintendent</i> without the consent of the <i>Contract Administrator</i>.”</p> <p>Add the following General Condition: “GC 4.13 As-Constructed Drawings, GC 4.13.1 The <i>Contractor</i> shall provide, at no cost to the <i>Owner</i>, all information in electronic format that is necessary for the <i>Contract Administrator</i> to produce as-constructed drawings. It is the <i>Contractor’s</i> responsibility to contact the <i>Contract Administrator</i> to determine which electronic format shall be used when submitting such information. This information shall include, but is not limited to:</p> <ul style="list-style-type: none"> • location of all system components |
| GC 18 | Payment | <p>GC 18.4 Holdbacks; GC 18.4.2 add the following paragraph: “The <i>Contractor</i> will repair any defects or deficiencies within 10 working days after the date of written notification by the <i>Contract Administrator</i>. If the defects or deficiencies, or any part thereof, are not repaired within 10 working days of written notification from the <i>Owner</i>, the <i>Owner</i> may draw funds from the deficiency holdback and the <i>Owner</i> may complete the <i>work</i> at the expense of the <i>Contractor</i>. All costs pertaining to the repair, including the <i>Owner’s</i> administration costs, shall be deducted from the deficiency holdback. It is understood and agreed that the <i>Owner</i> may do such <i>work</i> either by itself, or by <i>contractors</i> employed by the <i>Owner</i>.”</p> <p>GC 18.5 Payment; GC 18.5.1 delete the words “15th Day” and replace with the words “30th Day,”</p> <p>GC 18.6 Substantial Performance; amend as follows: GC 18.6.1 delete the words “written application” and replace with the words “written application, in accordance with the provision of GC 18.6.3,” GC 18.6.3 delete contents and replace with: “An application for <i>Substantial Performance</i> from the <i>Contractor</i> shall not be accepted by the <i>Contract Administrator</i>, and shall be returned to the <i>Contractor</i>, unless it is accompanied by:</p> <ol style="list-style-type: none"> a) a security to warrant the works for a period of eighteen (18) months, in the form of an Irrevocable Letter of Credit in the |

| MMCD Number | MMCD Name | Specific Supplements Description |
|-------------|--------------------|--|
| | | <p>amount of five percent (5%) of the total <i>Contract Price</i> or fifty thousand dollars (\$50,000.00) and a Performance Bond in the amount of fifty percent (50%) of the <i>Contract Price</i>. The Irrevocable Letter of Credit shall be drawn on a chartered bank in Canada in the format contained in Schedule 5; and</p> <p>b) a sworn declaration, in a form acceptable to the <i>Contract Administrator</i>, stating that all amounts relating to the <i>Work</i>, due and payable as of the end of the month covered by the <i>Payment Certificate</i> to third parties including all subcontractors and suppliers, have been paid; and</p> <p>c) documentation satisfactory to the <i>Contract Administrator</i> showing compliance with WorkSafe BC requirements.”</p> <ul style="list-style-type: none"> • GC 18.6.4 delete the words: “Immediately following the issuance of the Certificate of Substantial Performance the Contractor, in consultation with the Contract Administrator, will establish a reasonable date for Total Performance.” and replace with: “Contractor shall achieve Total Performance of the work within 60 calendar days of the date of Substantial Performance.” |
| GC 25 | Maintenance Period | GC 25.1 Correction of Defects; GC 25.1.1 delete the words “one year” and replace with the words “eighteen months”. |
| | | |

MEASUREMENT FOR PAYMENT CLAUSES

Bentley Road Conductor Upgrade

The following Measurement for Payment Clauses contained herein shall take precedence over the Master Municipal Construction Documents (MMCD).

PART 1 - GENERAL

- 1.1 Measurement of quantities shall take place on a daily basis. The *Contractor's Superintendent* and the *Site Inspector* shall arrange a time each day to meet and establish quantities. If the *Contractor's Superintendent* and the *Site Inspector* can not mutually agree upon a time, they shall be required to meet at 3:00 pm each day. If the *Contractor's Superintendent* is not available or refuses to meet at the specified time, the *Site Inspector* may proceed with the measurement of quantities and these measurements shall be considered final and binding to the *Contractor*.
- 1.2 Miscellaneous appurtenances not specifically identified on the *Contract Drawings* and not described as separate payment items in the Form of Tender are deemed to be included in the payment items.