DISTRICT OF METCHOSIN

2025 ROAD RESURFACING PROGRAM

TENDER DOCUMENTS

Project File: 3993.05
May 2025

Contract: ***District of Metchosin***
2025 Road Resurfacing Program

The District of Metchosin invites tenders for:

- Cold Milling of approximately 3800 square meters, as marked in field.
- Approximately 2350 te of base paving of milled areas and asphalt overlay
- As well as, minor asphalt driveway improvements

Contract Documents, in PDF format, are available by request at: **publicworks@metchosin.ca; c/o Chris Watkins / Gord Grivel**

Tenderers are responsible to check for all subsequent addendums/amendments on BC Bid and respond according to the Invitation to Tender documents.

Tenders are scheduled to close:

Tender Closing Time: **2:00 PM local time**
Tender Closing Date: June 24th , 2025
Address: District of Metchosin Office:
4450 Happy Valley Road, Victoria, V9C 3Z3

Bid Security: A tender shall be accompanied by Bid Security in the amount of ten percent (10%) of the Tender Price payable to the District of Metchosin. The successful tenderer will be required to provide a Performance and Labour and Material Payment Bond each in the amount of fifty percent (50%) of the Tender Price. An Agreement of Surety to bond shall accompany the tender submitted.

Examination of The Site A Mandatory Site Visit has been arranged for

Date / Time : **June 10th, 2025, 10:00 am**
Address: **Metchosin Road at Briarwood Lane**

NAME OF *DISTRICT OF METCHOSIN'S* REPRESENTATIVE Chris Watkins / Gord Grivel, publicworks@metchosin.ca

The lowest or any Tender may not necessarily be accepted and the District of Metchosin will not be responsible for any cost incurred by the Tenderer in preparing the Tender. Tender award will be contingent on budget approval from the municipal council.

1.0 Introduction .....IT - 1

2.0 Tender Documents .....IT - 1

3.0 Submission of Tenders .....IT - 2

4.0 Additional Instructions to Tenderers.....IT - 3

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(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: *District of Metchosin*
DISTRICT

Contract: *2025 Road Resurfacing Program*
TITLE OF CONTRACT

1.0 Introduction

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

- Cold Mill and Base Pave areas as marked in field
- Sweep, clean, and prepare roads for overlay paving
- Asphalt overlay paving
- Temporary Markings and Line Painting

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

District of Metchosin

Chris Watkins / Gord Grivel

Email Address: publicworks@metchosin.ca

2.0 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 *Contract Drawings*".

2.2 A portion of the *Contract Documents* are included by reference. Copies of these documents have not been included with the tender package. These documents are the Instructions to Tenderers - Part II, General Conditions, Specifications and Standard Detail Drawings. They are those contained in the publication entitled "Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings". Refer to Schedule 1 to the Agreement or, if not specified in Schedule 1, then the applicable edition shall be the most recent edition as of the date of the *Tender Closing Date.* All sections of this publication are by reference included in the *Contract Documents*.

2.3 Any additional information made available to tenderers prior to the *Tender Closing Time* by the *District* or representative of the *District,* such as geotechnical reports or as-built plans, which is not expressly included in Schedule 1 or Schedule 2 to the Agreement, is not included in the *Contract Documents*. Such additional information is made available only for the assistance of tenderers who must make their own judgment about its reliability, accuracy, completeness and relevance to the *Contract*, and neither the *District* nor any representative of the *District* gives any guarantee or representation that the additional information is reliable, accurate, complete or relevant.

2.4 Should addenda to the tender documents be required for any reason, it is the District's intention not to issue addenda during a period of three (3) days prior to the Tender Closing date and time.

2.5 All addenda become part of the Contract Documents.

2.6 Failure to acknowledge any Addendum may result in the disqualification of the Tenderer.

3.0 Submission of Tenders

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 by the office of:

District of Metchosin
c/o Gord Grivel

on or before:

Tender Closing Time: **2:00pm** local time
Tender Closing Date: **June 24, 2025**

at

Address: District of Metchosin:
4450 Happy Valley Road, Victoria, V9C 3Z3

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

4.0 Supplemental Instructions to Tenderers

4.1 **Freedom of Information:**
The District is subject to the provisions of the Freedom of Information and Protection of Privacy Act. As a result, while Section 21 of the Act does offer some protection for third party business interests, the District cannot guarantee that any information provided to the District can be held in confidence.

4.2 Funding: Proceeding with an award of this tender may be subject to available funding.

The District reserves the right to choose which, if any, Section of road resurfacing to proceed with.

4.3 **Notice of Project:**
Submit to WorkSafe BC a completed Notice of Project, providing a copy to the District.

4.4 **Construction Traffic Management Plan:**
Submit to the District, prior to construction, a construction traffic management plan for review and acceptance by the District and Contract Administrator Allow for a one week review time for the TMP.

4.5 Facsimile: Faxed amendments or revocations will not be accepted.

4.6 **Inquiries:**
All questions should be received at least 3 business days prior to the closing time and date.

4.7 **Working Hours:**
The Contractor is required to abide by the following working hours throughout the duration of the Contract (unless permitted by the District under written request by the Contractor):

Mondays through Friday: 7AM – 7PM
No work to occur Saturdays or Sundays
No night shift work permitted.

4.8 **Long Weekends:**
The Contractor is required to be off all roadways, and not impede traffic on a long weekend, unless written permission is given by the Contract Administrator.
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4.9 **Superintendent:**
The *District* reserves the right to object to the *Superintendent* listed in the tender. If the *District* objects to the *Superintendent,* then the *District* will permit a tenderer to, within 5 days, propose a substitute Superintendent acceptable to the District provided there is no resulting adjustment in the Tender Price or the completion date set out in paragraph 2.2 of the Form of Tender. A tenderer will not be required to make such a substitution and, if the District objects to a listed Superintendent, the tenderer may, rather than propose a substitute Superintendent, consider its tender rejected by the District and by written notice withdraw its tender. The District shall, in that event, return the tenderer's bid security.

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

District: **District of Metchosin**

Contract: **2025 Road Resurfacing Program**

Reference No.: _____

To *District*:

WE, THE UNDERSIGNED:

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

_____

_____

_____ ;

(ADDENDA, IF ANY)

1.2 have full knowledge of the *Place(s) of the Work*, and the *Work* required; and

1.3 have complied with the Instructions to Tenderers; and

ACCORDINGLY, WE HEREBY OFFER

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

2.2 **to achieve Substantial Performance of the Work on or before:**

September 30th, 2025.

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

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.

WE CONFIRM:

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

4.1.1 the appendices as required by paragraph 5.3 of the Instructions to Tenderers – Part II; and

4.1.2 the *Bid Security* as required by paragraph 5.2 of the Instructions to Tenderers – Part II.

4.2 that we understand that while it is the intent to award all four Project Areas, as listed in the Schedule of Quantities & Prices, for the 2025 Resurfacing Program contract, the contract may not be able to award all four Areas depending on pricing, and that the District reserves the right to decide which Project Areas will be chosen for completion.

WE AGREE:

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

5.1.1 within 15 *Days* of receipt of the written *Notice of Award* deliver to the *District*:

.1 a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract Price, covering the performance of the Work including the Contractor's obligations during the Maintenance Period, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the District;

.2 a Baseline Construction Schedule, as provided by GC 4.6.1;

.3 a "clearance letter" indicating that the tenderer is in Worksafe BC compliance; and

.4 a copy of the insurance policies as specified in GC 24 indicating that all such insurance coverage is in place and;

5.1.2 within 2 *Days* of receipt of written "*Notice to Proceed*", or such longer time as may be otherwise specified in the *Notice to Proceed*, commence the *Work*; and

5.1.3 sign the Contract Documents as required by GC 2.1.2.

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 *District* 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 *District* because of such failure or refusal, the *Bid Security* shall be forfeited to the *District*, 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 *District* contracts with another party to perform the *Work*.

OUR ADDRESS IS AS FOLLOWS:

_____

_____

_____

Phone: _____

Email: _____

Attention: _____

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

Contractor:

_____
(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

_____
(AUTHORIZED SIGNATORY)

_____
(AUTHORIZED SIGNATORY)

FORM OF TENDER

APPENDIX 1 – SCHEDULE OF QUANTITIES AND PRICES

SCHEDULE OF QUANTITIES AND PRICES
(See paragraph 5.3.1 of the Instructions to Tenderers - Part II)

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

Any work called for in the Contract Documents, shown on the plans, or which is necessary for the completion of the Work called for in the Contract Documents, and which is not specifically listed as a separate payment item in this Appendix, shall be deemed incidental to the performance of the Work and to the general purpose of the Contract; no separate payment will be made on account of any such Work, but the costs of any such incidental Work shall be included in the Unit and Lump Sum Prices.

Summary Sheet

Project Areas	Title	Amount
01	Metchosin Road	$
02	Briarwood Lane	$
03	Lindholm Road	$
04	Tiswilde Road	$

TOTAL TENDER PRICE	$
GST (5%)	$
TENDER PRICE (w/ GST)	$

PROJECT AREA **METCHOSIN ROAD**

DIV 01		GENERAL REQUIREMENTS				
MMCD Section	***Para***	***Specification Title***	***Unit***	***Quantity***	***Unit Price***	***Amount***
01 55 00		**Traffic Control, Vehicle Access and Parking**				
	1.5.1	**Traffic Control, Vehicle Access and Parking**	Incidental	-	-	-
01 57 01		**Environmental Protection**				
	1.6.1	**Environmental Protection**	Incidental	-	-	-
DIV 32		**ROADS AND SITE IMPROVMENTS**				
MMCD Section	***Para***	***Specification Title***	***Unit***	***Quantity***	***Unit Price***	***Amount***
32 01 11		**Pavement Surface Cleaning and Remove Pavement Marking**				
	1.2	Pavement Cleaning	Incidental	-	-	-
32 01 16.7		**Cold Milling**				
	1.5.1	**Cold Milling** to maximum 50mm thickness, including disposal	Square Metre	1900		
32 11 23		**Granular Base**				
	1.4.5	Gravel Shoulder	Tonne	30		
32 12 13.1		**Asphalt Tack Coat**				
	1.5.1	Asphalt Tack Coat	Square Metres	1900		
32 12 16		**Hot-Mix Asphalt Concrete Paving**				
	1.5.1, 1.5.2	Asphalt Pavement -Upper Course # 1 - Metchosin Road - Minimum 50mm Thick	Tonne	255		
	1.5.3	**Asphalt Driveway** 50 mm thickness - Upper Course 2.	Square Metres	20		
32 17 23		**Painted Pavement Markings**				
	1.5.1	**Taped Temporary Pavement Markings** to be included under 32 12 16 and 32 13 13	Incidental			
	1.5.2	Restore Permanent Painted Pavement Markings	Lump Sum	1		
METCHOSIN ROAD TOTAL (transfer to Summary Sheet)						

PROJECT AREA **BRIARWOOD LANE**

DIV 01		GENERAL REQUIREMENTS				
MMCD Section	***Para***	***Specification Title***	***Unit***	***Quantity***	***Unit Price***	***Amount***
01 55 00		**Traffic Control, Vehicle Access and Parking**				
	1.5.1	**Traffic Control, Vehicle Access and Parking**	Incidental	-	-	-
01 57 01		**Environmental Protection**				
	1.6.1	**Environmental Protection**	Incidental	-	-	-
DIV 32		**ROADS AND SITE IMPROVMENTS**				
MMCD Section	***Para***	***Specification Title***	***Unit***	***Quantity***	***Unit Price***	***Amount***
32 01 11		**Pavement Surface Cleaning and Remove Pavement Marking**				
	1.2.1	Pavement Cleaning	Incidental	-	-	-
32 01 16.7		**Cold Milling**				
	1.5.1	**Cold Milling** to maximum 50mm thickness, including disposal	Square Metre	276		
32 11 23		**Granular Base**				
	1.4.5	Gravel Shoulder	Tonne	45		
32 12 13.1		**Asphalt Tack Coat**				
	1.5.1	Asphalt Tack Coat	Square Metres	2252		
32 12 16		**Hot-Mix Asphalt Concrete Paving**				
	1.5.1, 1.5.2	Asphalt Pavement -Upper Course # 2 - Local Road - Minimum 50mm Thick	Tonne	332		
	1.5.3	**Asphalt Driveway** 50 mm thickness - Upper Course 2.	Square Metres	120		
BRIARWOOD LANE TOTAL (transfer to Summary Sheet)						$0.00

PROJECT AREA **LINDHOLM ROAD**

DIV 01		GENERAL REQUIREMENTS				
MMCD Section	*Para*	*Specification Title*	*Unit*	*Quantity*	*Unit Price*	*Amount*
01 55 00		**Traffic Control, Vehicle Access and Parking**				
	1.5.1	**Traffic Control, Vehicle Access and Parking**	Incidental	-	-	-
01 57 01		**Environmental Protection**				
	1.6.1	**Environmental Protection**	Incidental	-	-	-
DIV 32		**ROADS AND SITE IMPROVMENTS**				
MMCD Section	*Para*	*Specification Title*	*Unit*	*Quantity*	*Unit Price*	*Amount*
32 01 11		**Pavement Surface Cleaning and Remove Pavement Marking**				
	1.2.1	Pavement Cleaning	Incidental	-	-	-
32 01 16.7		**Cold Milling**				
	1.5.1	**Cold Milling** to maximum 50mm thickness, including disposal	Square Metre	550		
32 11 23		**Granular Base**				
	1.4.5	Gravel Shoulder	Tonne	150		
32 12 13.1		**Asphalt Tack Coat**				
	1.5.1	Asphalt Tack Coat	Square Metres	9501		
32 12 16		**Hot-Mix Asphalt Concrete Paving**				
	1.5.1, 1.5.2	Asphalt Pavement -Upper Course # 1 - Lindholm Road - Minimum 50mm Thick	Tonne	1316		
	1.5.3	**Asphalt Driveway** 50 mm thickness - Upper Course 2.	Square Metres	75		
32 17 23		**Painted Pavement Markings**				
	1.5.1	**Taped Temporary Pavement Markings** to be included under 32 12 16 and 32 13 13	Incidental			
	1.5.2	Restore Permanent Painted Pavement Markings	Lump Sum	1		
LINDHOLM ROAD TOTAL (transfer to Summary Sheet)						

PROJECT AREA **TISWILDE ROAD**

DIV 01		GENERAL REQUIREMENTS				
MMCD Section	***Para***	***Specification Title***	***Unit***	***Quantity***	***Unit Price***	***Amount***
01 55 00		**Traffic Control, Vehicle Access and Parking**				
	1.5.1	**Traffic Control, Vehicle Access and Parking**	Incidental	-	-	-
01 57 01		**Environmental Protection**				
	1.6.1	**Environmental Protection**	Incidental	-	-	-
DIV 32		**ROADS AND SITE IMPROVMENTS**				
MMCD Section	***Para***	***Specification Title***	***Unit***	***Quantity***	***Unit Price***	***Amount***
32 01 11		**Pavement Surface Cleaning and Remove Pavement Marking**				
	1.2.1	Pavement Cleaning	Incidental	-	-	-
32 01 16.7		**Cold Milling**				
	1.5.1	**Cold Milling** to maximum 50mm thickness, including disposal	Square Metre	1000		
32 11 23		**Granular Base**				
	1.4.5	Gravel Shoulder	Tonne	60		
32 12 13.1		**Asphalt Tack Coat**				
	1.5.1	Asphalt Tack Coat	Square Metres	3915		
32 12 16		**Hot-Mix Asphalt Concrete Paving**				
	1.5.1, 1.5.2	Asphalt Pavement -Upper Course # 2 - Local Road - Minimum 50mm Thick	Tonne	445		
	1.5.3	**Asphalt Driveway** 50 mm thickness - Upper Course 2.	Square Metres	150		
TISWILDE ROAD TOTAL (transfer to Summary Sheet)						

2025 Road Resurfacing

(TITLE OF CONTRACT)

See paragraph 5.3.2 of the Instructions to Tenderers – Part II.

Indicate Schedule with bar chart with major item descriptions and time.

START DATE: _____

ACTIVITY	CONSTRUCTION SCHEDULE (week #)									
	1	2	3	4	5	6	7	8	9	10

Tenderer's Initials _____

_____
(TITLE OF CONTRACT)

See paragraph 5.3.3 of the Instructions to Tenderers – Part II.

Name: _____
Experience:

Dates: _____
Project Name: _____
Responsibility: _____

References: _____

Dates: _____
Project Name: _____
Responsibility: _____

References: _____

Dates: _____
Project Name: _____
Responsibility: _____

References: _____

Dates: _____
Project Name: _____
Responsibility: _____

References: _____

Dates: _____
Project Name: _____
Responsibility: _____

References: _____

_____
(TITLE OF CONTRACT)

See paragraph 5.3.4 of the Instructions to Tenderers – Part II.

PROJECT	OWNER / CONTACT NAME PHONE and FAX	WORK DESCRIPTION	VALUE ($)
	Owner / Contract _____ Phone (___) _____ Fax (___) _____		
	Owner / Contract _____ Phone (___) _____ Fax (___) _____		
	Owner / Contract _____ Phone (___) _____ Fax (___) _____		
	Owner / Contract _____ Phone (___) _____ Fax (___) _____		
	Owner / Contract _____ Phone (___) _____ Fax (___) _____		
	Owner / Contract _____ Phone (___) _____ Fax (___) _____		
	Owner / Contract _____ Phone (___) _____ Fax (___) _____		
	Owner / Contract _____ Phone (___) _____ Fax (___) _____		
	Owner / Contract _____ Phone (___) _____ Fax (___) _____		
	Owner / Contract _____ Phone (___) _____ Fax (___) _____		
	Owner / Contract _____ Phone (___) _____ Fax (___) _____		
	Owner / Contract _____ Phone (___) _____ Fax (___) _____		

Tenderer's Initials _____

_____
(TITLE OF CONTRACT)

See paragraph 5.3.5 of the Instructions to Tenderers – Part II.

TENDER ITEM	TRADE	SUBCONTRACTOR NAME	PHONE NUMBER

Tenderer's Initials _____

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

BETWEEN *DISTRICT* AND *CONTRACTOR*

This agreement made in duplicate this

_____ day of _____, 20_____.

Contract:
(TITLE OF CONTRACT)

Reference No.
(DISTRICT'S CONTRACT REFERENCE NO.)

BETWEEN:

The **DISTRICT OF METCHOSIN**
(NAME OF DISTRICT)

(the "*District*")

AND:

_____

_____

_____
(NAME AND OFFICE ADDRESS OF CONTRACTOR)

(the "*Contractor*")

The *District* 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 **- September 30th , 2025** subject to the provisions of the *Contract Documents* for adjustments to the *Contract Time*.

1.3 Time shall be of the essence of the *Contract.*

Article 2 Contract Documents

2.1 The "*Contract Documents*" consist of the documents listed or referred to in Schedule 1, entitled "Schedule of Contract Documents", which is attached and forms a part of this Agreement, and includes any and all additional and amending documents issued in accordance with the provisions of the *Contract Documents*. All of the *Contract Documents* shall constitute the entire *Contract* between the *District* and the *Contractor*.

2.2 The *Contract* supersedes all prior negotiations, representations or agreements, whether written or oral, and the *Contract* may be amended only in strict accordance with the provisions of the *Contract Documents*.

Article 3 Contract Price

3.1 The price for the *Work* ("*Contract Price*") shall be the sum in Canadian dollars of the following

1.1.1 the product of the actual quantities of the items of *Work* listed in the *Schedule of Quantities and Prices* which are incorporated into or made necessary by the *Work* and the unit prices listed in the *Schedule of Quantities and Prices*; plus

1.1.2 all lump sums, if any, as listed in the *Schedule of Quantities and Prices*, for items relating to or incorporated into the *Work*; plus

1.1.3 any adjustments, including any payments owing on account of *Changes* and agreed to *Extra Work*, approved in accordance with the provisions of the *Contract Documents*.

3.2 The *Contract Price* shall be the entire compensation owing to the *Contractor* for the *Work* and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the *Work*.

Article 4 Payment

4.1 Subject to applicable legislation and the provisions of the *Contract Documents*, the *District* shall make payments to the *Contractor*.

4.2

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.

Article 5 Rights and Remedies

5.1 Except as specifically set out in the *Contract Documents*, no action

5.2

or failure to act by the *District*, *Contract Administrator* or *Contractor* shall constitute a waiver of any of the parties' rights or duties afforded under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach under the *Contract*.

Article 6 Notices

6.1 Communications among the *District*, the *Contract Administrator* and the *Contractor*, including all written notices required by the *Contract Documents*, may be delivered by hand, or by fax, or by pre-paid registered mail to the addresses as set out below:

The *District*:

DISTRICT OF METCHOSIN

District Offices: 4450 Happy Valley Road, Victoria, V9C 3Z3

Attention: Chris Watkins / Gord Grivel, Public Works Team Lead.

Email: publicworks@metchosin.ca

The *Contractor*:

Fax:

Attention:

The *Contract Administrator*:

WESTBROOK CONSULTING LTD.

#115-866 Goldstream Avenue, Victoria, BC, V9B 0J3

Attention: Bruce Crawshaw, P.Eng.

Email: BCrawshaw@wbrook.ca

6.2 A communication or notice that is addressed as above shall be considered to have been received

1.1.4 immediately upon delivery, if delivered by hand; or

1.1.5 immediately upon transmission if sent by fax and received in hard copy; or

1.1.6 after 5 *Days* from date of posting if sent by registered mail.

6.3 The *District* 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 *District* 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 is received in hard copy.

Article 7 General

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

7.2 The *Contractor* shall not, without the express written consent of the *District*, assign this *Contract*, or any portion of this *Contract*.

7.3 The headings included in the *Contract Documents* are for convenience only and do not form part of this *Contract* and will not be used to interpret, define or limit the scope or intent of this *Contract* or any of the provisions of the *Contract Documents*.

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

7.5 This agreement shall ensure to the benefit of and be binding upon the parties and their successors, executors, administrators and assigns.

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

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

District:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

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

Schedule 1 Schedule of Contract Documents

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

***NOTE*:** The documents noted with **"*"** are contained in the "*Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings - 2019 Edition".* All sections of this publication are included in the *Contract Documents*.

8.1 Agreement, including all Schedules;

8.2 General Conditions*;

8.3 Supplementary Specifications:

DISTRICT OF METCHOSIN Bylaw 38, Subdivision Servicing Bylaw.

8.4 Specifications*;

8.5 Supplementary Standard Detail Drawings

DISTRICT OF METCHOSIN Bylaw 38, Subdivision Servicing Bylaw, Drawings R1 to R22

8.6 Standard Detail Drawings*;

8.7 Executed Form of Tender, including all Appendices;

8.8 *Contract Documents* listed in Schedule 2 to the Agreement – "List of *Contract Documents*";

8.9 Instructions To Tenderers - Part I;

8.10 Instructions to Tenderers - Part II*;

8.11 The following Addenda:

_____

_____

_____

_____

(ADDENDA, IF ANY)

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

Schedule 2: LIST OF CONTRACT DOCUMENTS				
TITLE	**FIGURE NO.**	**DATE**	**REVISION NO.**	**REVISION DATE**
Scope of Work		2025.06.02		
Section 1 - Metchosin Road & Section 2 – Briarwood Lane	Figure 1			
Section 3 – Lindholm Road	Figure 2			
Section 4 – Tiswilde Road	Figure 3			

2025.06.02

Scope of Work – 2025 Road Resurfacing Program

1. **Metchosin Road (Section1) - Refer to Figure 1 for general location of site.**
   - 1.1. Project area is Metchosin Road between City of Colwood / District of Metchosin border, to the intersection of Metchosin Road and Briarwood Lane.
     - 1.1.1. Includes partial areas of:
       - 1.1.1.1. Pelican Drive at intersection,
       - 1.1.1.2. Duke Road at intersection,
       - 1.1.1.3. Briarwood Lane at intersection.
   - 1.2. Cold Mill entire project area to a depth of 50mm and dispose of millings at approved facility.
   - 1.3. Sweep clean the milled area in preparation for paving.
   - 1.4. Apply Temporary Road Markings until paving is completed.
   - 1.5. Tack Coat cold milled area.
   - 1.6. Pave milled area with 50mm of asphalt – MMCD Upper Course #1.
   - 1.7. Pave driveway aprons as needed to tie into new road elevation.
   - 1.8. Apply temporary marking until permanent line painting is completed.
   - 1.9. Line paint Metchosin Road to match existing.
   - 1.10. Provide traffic control as required to meet WorkSafe BC regulations.

2. **Briarwood Lane (Section 2) - Refer to Figure 1 for general location of site.**
   - 2.1. Project area is Briarwood Lane from Metchosin Road to cul-de-sac to the north.
   - 2.2. Cold Mill areas, as marked in field, 50mm deep and dispose of millings at approved facility.
   - 2.3. Sweep clean the milled area in preparation for base paving.
   - 2.4. Tack coat and base pave milled areas in preparation for entire project area overlay.
   - 2.5. Sweep clean entire project area in preparation for overlay paving.
   - 2.6. Tack coat entire project area in preparation for overlay paving.
   - 2.7. Pave milled area with 50mm of asphalt – MMCD Upper Course #2.
   - 2.8. Pave driveway aprons as needed to tie into new road elevation.
   - 2.9. Provide traffic control as required to meet WorkSafe BC regulations.

3. Lindholm Road (Section 3) - Refer to Figure 2 for general location of site.

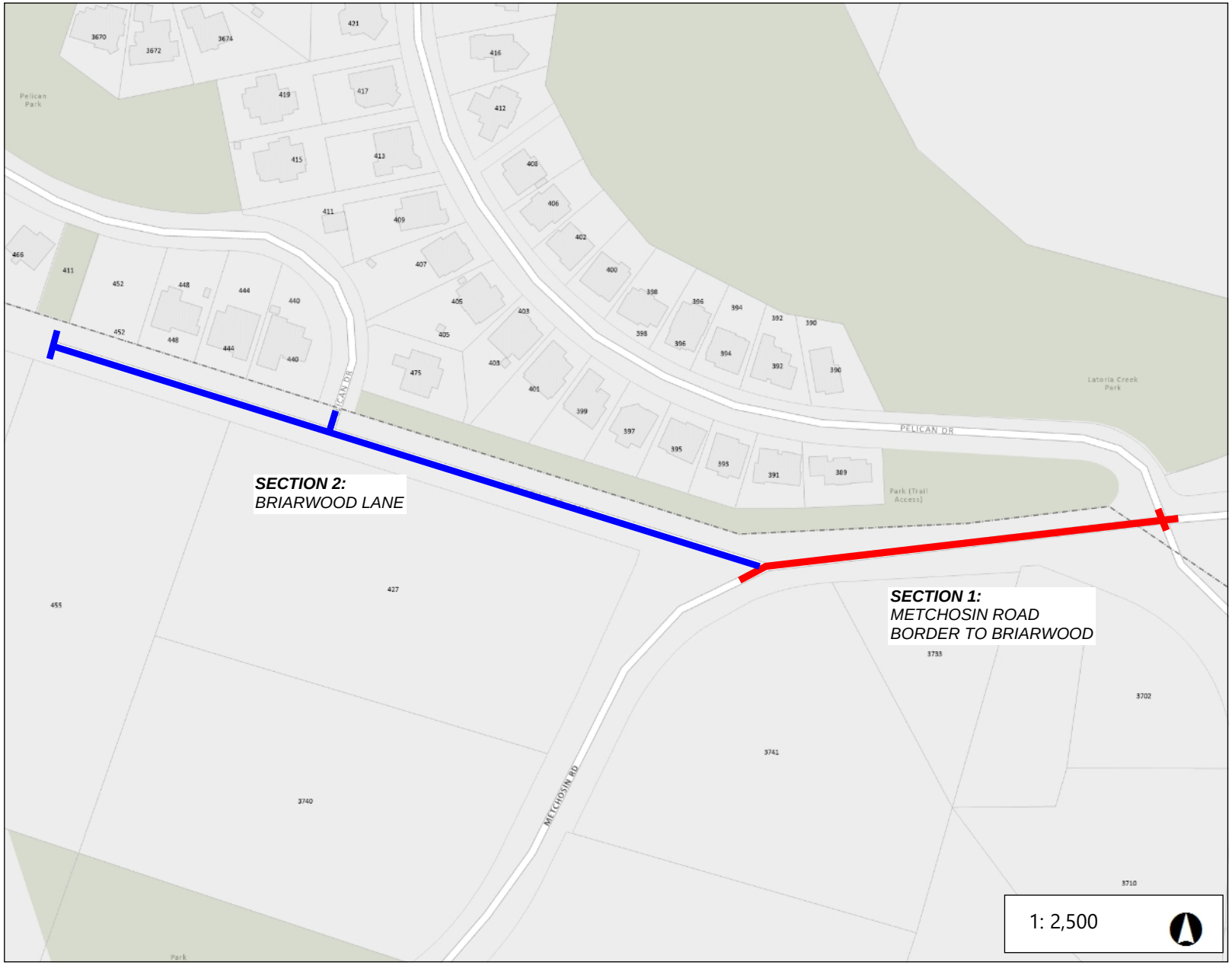
3.1. Project area is Lindholm Road from Happy Valley Road to Leefield Road
3.2. Cold Mill areas, as marked in field, 50mm deep and dispose of millings at approved facility.
3.3. Sweep clean the milled area in preparation for base paving.
3.4. Tack coat and base pave milled areas in preparation for entire project area overlay.
    3.4.1. The District may replace some road culverts prior to the project start, if so, base paving of the trench gravel will be required.
3.5. Sweep clean entire project area in preparation for overlay paving.
3.6. Tack coat entire project area in preparation for overlay paving.
3.7. Pave milled area with 50mm of asphalt – MMCD Upper Course #1.
3.8. Pave driveway aprons as needed to tie into new road elevation.
3.9. Apply temporary marking until permanent line painting is completed.
3.10. Line paint Lindholm Road to match existing.
3.11. Provide traffic control as required to meet WorkSafe BC regulations.

4. Tiswilde Road (Section 4) - Refer to Figure 3 for general location of site.

4.1. Project area is Tiswilde Road from Rocky Point Road to Meridale Road
4.2. Cold Mill areas, as marked in field, 50mm deep and dispose of millings at approved facility.
4.3. Sweep clean the milled area in preparation for base paving.
4.4. Tack coat and base pave milled areas in preparation for entire project area overlay.
    4.4.1. The District may replace a road culvert prior to the project start, if so, base paving of the trench gravel will be required.
4.5. Sweep clean entire project area in preparation for overlay paving.
4.6. Tack coat entire project area in preparation for overlay paving.
4.7. Pave milled area with 50mm of asphalt – MMCD Upper Course #2.
4.8. Pave driveway aprons as needed to tie into new road elevation.
4.9. Provide traffic control as required to meet WorkSafe BC regulations.

FIGURE 1: Section 1 - Metchosin Road & Section 2 - Briarwood Lane

Making a difference...together





Legend

Notes

127.0 0 63.5 127.0 Meters

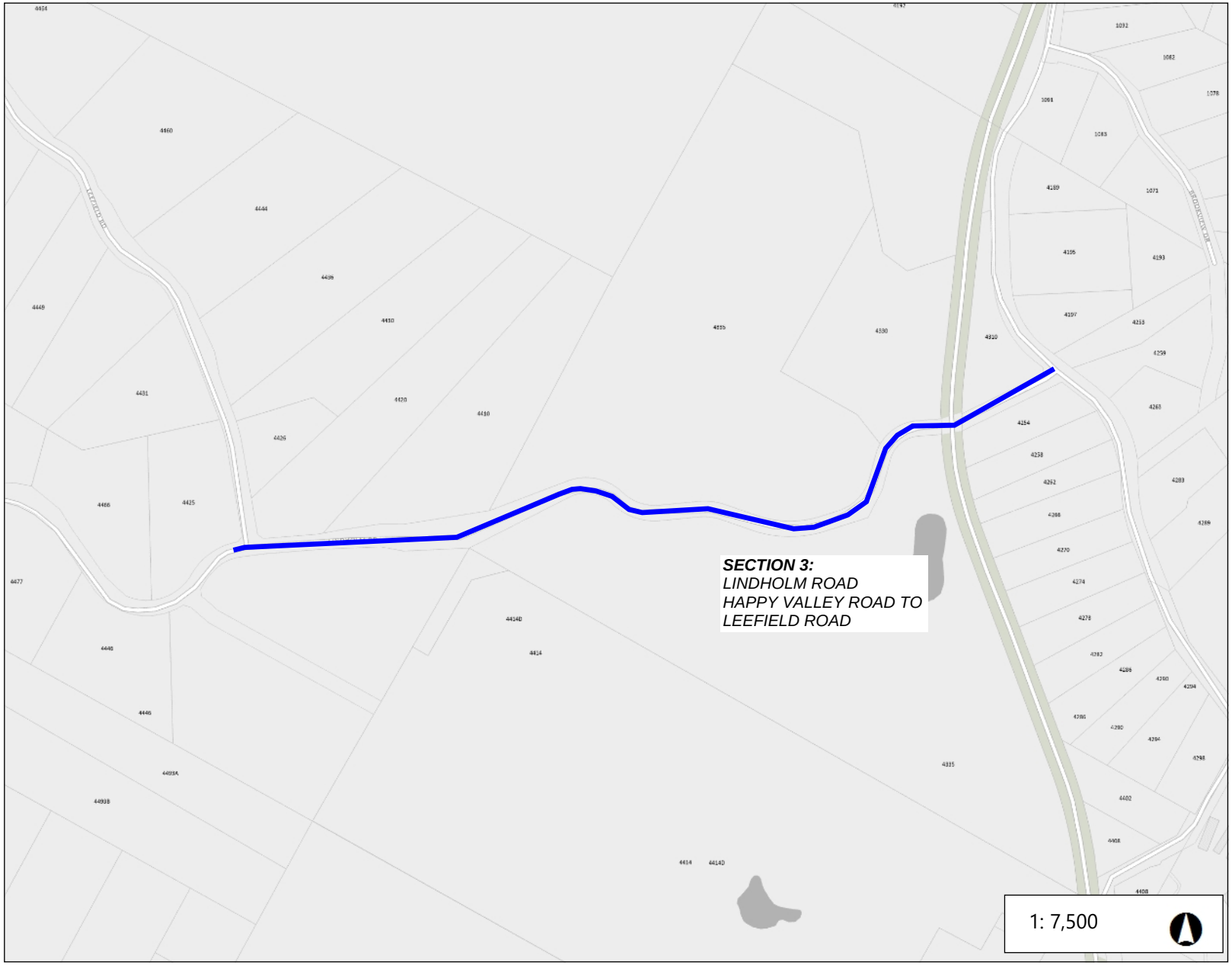
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Making a difference...together

FIGURE 2: Section 3 - Lindholm Road





Legend

Notes

381.0 0 190.5 381.0 Meters

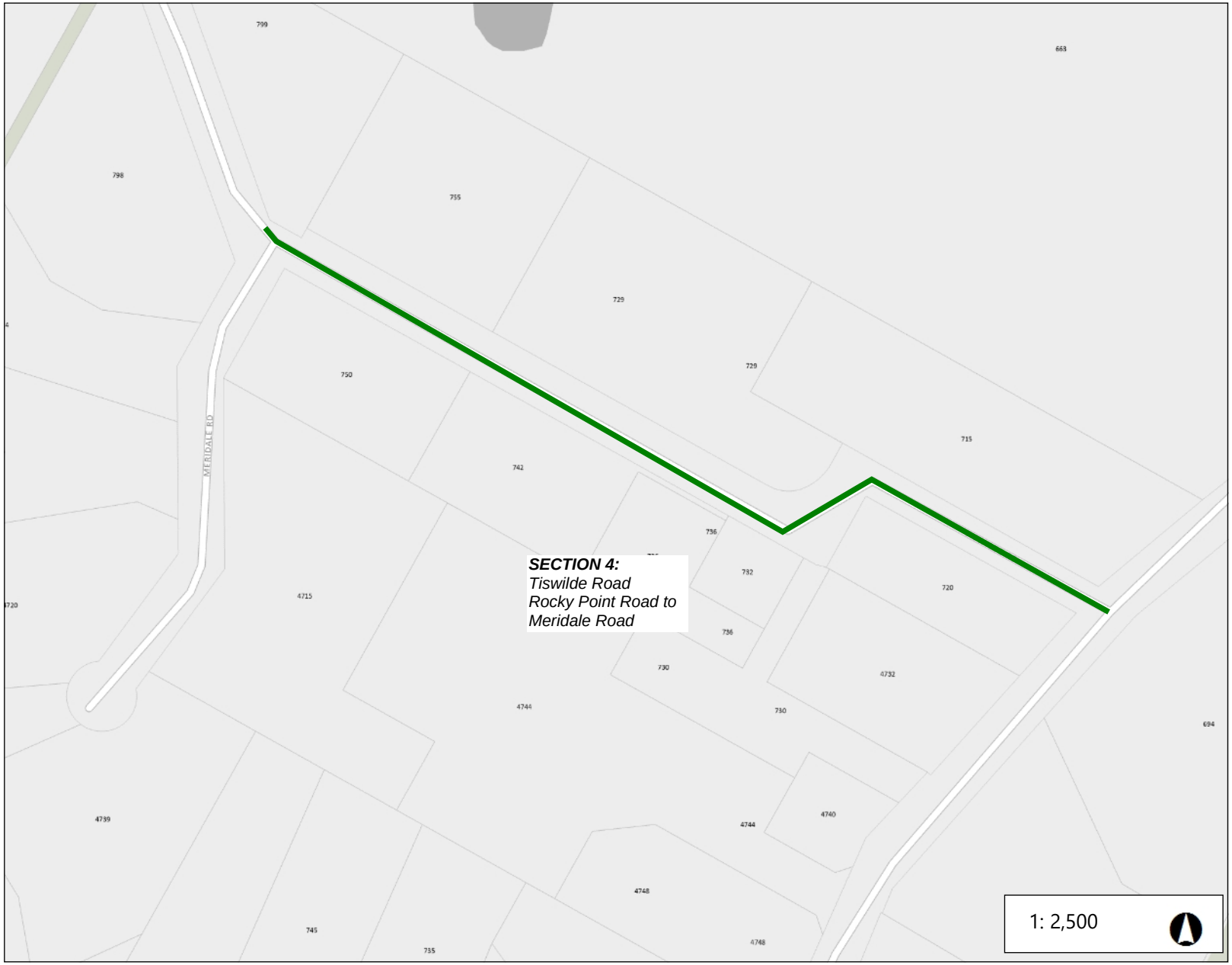
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FIGURE 3: Section 4 - Tiswilde Road





Legend

Notes

127.0 0 63.5 127.0 Meters

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