KERR WOOD LEIDAL
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Greater Vancouver
200 - 4185A Still Creek Drive
Burnaby, BC V5C 6G9
T 604 294 2088
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Tender Documents For

Primary Tank Inlet Gate Valves Replacement

Reference Number: E401-03
May 2023
KWL Project No. 0029.363

Prepared for:

WHISTLER | Resort Municipality of Whistler

1. Documents that are provided include:
   a. Addenda (to be provided)
   b. Invitation to Tender
   c. Instructions to Tenderers – Part I
   d. Form of Tender:
      i. Appendix 1 – Schedule of Quantities and Prices
      ii. Appendix 2 – Preliminary Construction Schedule
      iii. Appendix 3 – Experience of Superintendent
      iv. Appendix 4 – Comparable Work Experience
      v. Appendix 5 – Subcontractors
   e. Form of Agreement:
      i. Schedule 1, Schedule of Contract Documents
      ii. Schedule 2, List of Contract Documents
   f. Supplemental General Conditions – Part I Issued by MMCD
   g. Supplemental General Conditions – Part II Project Specific
   h. Supplemental Standard Detail Drawings – Issued by MMCD (*Not Used*)
   i. Supplemental Specifications – Part I – Issued by MMCD
   j. Supplemental Specifications – Part II – Project Specific
      - Division 1: General Requirements
        - 01 51 10 – Temporary Bypass System
      - Division 3: Concrete
        - 03 01 37 – Concrete Rehabilitation (to be provided as an addendum during the tendering process)
      - Division 46: Water and Wastewater Equipment
        - 46 43 21 – Gate Valves
   k. Supplemental Specifications – Part III – Payment
   l. Attachments:
      i. Attachment A – Proposed Equipment Details
      ii. Attachment B – Available Record Drawings
      iii. Attachment C – Issue for Tender Drawings
      iv. Attachment D – Bypass Plan Technical Memorandum (to be provided as an addendum during the tendering process)
      v. Attachment E – Influent Pump Curves and Nameplates
      vi. Attachment F – Photos
      vii. Attachment G – Concrete Repair Products

2. Standard Documents not included but referred to as part of the Tender Documents (available in the 'MMCD – General Conditions, Specifications and Standard Detail Drawings')

   a. Instructions to Tenderers – Part II

   b. General Conditions

   c. Standard Specifications

   d. Standard Detail Drawings

Invitation to Tender

Owner: Resort Municipality of Whistler

(Name of *Owner*)

Contract: Primary Tank Inlet Gate Valves Replacement

(Title of Contract)

Reference No.: E401-03

(Owner's Contract Reference Number)

The Owner invites tenders for:

Scope of work includes:

- Project planning:
  - Review and implement confined space entry program developed by the Owner.
  - Detailed work plan and schedule.
- Cleaning and rehabilitation of the influent distribution channel concrete.
- Removal and replacement of existing six (6) inlet gate valves for Primary Sedimentation Tanks (PST) 1 and 2:
  - New gates are owner-supplied.
- Installation and maintenance of temporary bypass system for the influent flow to allow entry to the Influent Distribution Channel (IDC). Includes:
  - Procurement and setup of bypass system in accordance with bypass plan (to be provided as an addendum during the tendering process).
  - Coordination with Resort Municipality of Whistler (RMOW) operators regarding bypass control and switch over to bypass operation.
  - Contractor to be on call 24/7 during bypass period.
- IDC cleaning and rehabilitation:
  - Setup of safe access to the IDC per Owner-prepared confined space entry plan.
  - Removal and disposal of built-up sludge, grit and other debris in the channel.
  - Cleaning (pressure washing) of concrete walls, floor, and roof to facilitate structural inspection (by others).
  - Removal and disposal of existing six (6) slide gates.
  - Surface preparation of damaged concrete at water line (~0.5m tall band where aggregate is exposed) and adjacent to new mixer location. .
  - Application of specified concrete repair materials to prepared surfaces as outlined in attached data sheets to the prepared band at the water line and to damaged concrete adjacent to new mixer.
  - Remove a section of concrete to create a drainage notch in the floor sill.
- Replacement of one (1) mixer in the IDC including:
  - Removal of existing mixer and guide rail.
  - Installation of owner-supplied larger mixer including procuring and installing anchor bolts.
  - Adjustment of anchoring location per drawings to avoid conflict with channel concrete.
  - Electrical connection of mixer by RMOW.
- Installation of new owner-supplied inlet gate valves including:
  - Coordinating with supplier and operations staff regarding delivery/offloading of gates at the site.

- Moving gate valves into the IDC including coordination with operations staff regarding use of any lifts and removal of IDC hatches.
- Procurement and installation of anchor bolts per specifications and drawings.
- Installation, commissioning, site acceptance testing and certification of new Gate Valves.
  - Site acceptance test (SAT) with potable water from nearby hydrant.

- Construction must be complete by substantial performance date identified in Invitation to Tender to allow PST#1 and #2 to be brought back into wastewater treatment service.
- IDC and all spaces bellow walkway elevation are confined spaces. The Contractor must meet all WorkSafeBC requirements for confined space access while working in these spaces.
- Clean up and restoration of all temporary work is to be to original or better condition.

Contract Documents are available at

Tender documents are available online at BC Bid (https://www.bcbid.gov.bc.ca/), and Resort Municipality of Whistler's opportunities webpage (https://www.whistler.ca/business/doing-business/bidAuigus-opportunities). Tenderers are advised to check regularly for addenda and updates. It is the Tenderer's responsibility to ensure that all issued addenda are included in the tender.

Key Dates and Times:

(All Times Local)

Pre-Tender Site Meeting (Mandatory)**: Wednesday, May 10, 2023 at **10:00 am**

Tender Enquiries Deadline: ..... Wednesday, May 17, 2023 at **2:00 pm**

Tender Closing: ..... Monday, May 22, 2023 at **2:00 pm**

Substantial Performance: ..... Friday, October 6, 2023

Completion:..... Friday, October 20, 2023

****Attendance at the pre-tender site meeting is mandatory so Contractors have an accurate idea of the scope of work.** Refer to Instructions to Tenderers 2.1.3 for details on the visit.

Tenders will be received at:

Sealed tenders clearly marked:

Primary Tank Inlet Gate Valves Replacement

Reference No. E401-03

will be received at:

engineerbids@whistler.ca

Attn: Chelsey Roberts, AScT, Manager of Capital Projects

Resort Municipality of Whistler

4325 Blackcomb Way

Whistler, BC V8E 0X5

Bid Security:

Each tender must be accompanied by a Bid Security conforming to MMCD Platinum Edition *Instructions to Tenderers – Part II* in the amount of 10% of the tendered price.

Owner's Representative: For more information, please contact:

Kerr Wood Leidal Associates Ltd.
200 – 4185A Still Creek Drive
Burnaby, BC V5C 6G9
Phone: 778-270-9412
Attn.: Paul Markin, M.A.Sc.,P.L.Eng.

Instructions to Tenderers

(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.)

(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)

Owner: Resort Municipality of Whistler

(Name of Owner)

Contract: Primary Tank Inlet Gate Valves Replacement

(Title of Contract)

Reference No.: E401-03

(Owner's Contract Reference Number)

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:

Scope of work includes:

- Project planning:
  - Review and implement confined space entry program developed by the Owner.
  - Detailed work plan and schedule.
- Cleaning and rehabilitation of the influent distribution channel concrete.
- Removal and replacement of existing six (6) inlet gate valves for Primary Sedimentation Tanks (PST) 1 and 2:
  - New gates are owner-supplied.
- Installation and maintenance of temporary bypass system for the influent flow to allow entry to the Influent Distribution Channel (IDC). Includes:
  - Procurement and setup of bypass system in accordance with bypass plan (to be provided as an addendum during the tendering process).
  - Coordination with Resort Municipality of Whistler (RMOW) operators regarding bypass control and switch over to bypass operation.
  - Contractor to be on call 24/7 during bypass period.
- IDC cleaning and rehabilitation:
  - Setup of safe access to the IDC per Owner-prepared confined space entry plan.
  - Removal and disposal of built-up sludge, grit and other debris in the channel.
  - Cleaning (pressure washing) of concrete walls, floor, and roof to facilitate structural inspection (by others).
  - Removal and disposal of existing six (6) slide gates.
  - Surface preparation of damaged concrete at water line (~0.5m tall band where aggregate is exposed) and adjacent to new mixer location. .

  - Application of specified concrete repair materials to prepared surfaces as outlined in attached data sheets to the prepared band at the water line and to damaged concrete adjacent to new mixer.
  - Remove a section of concrete to create a drainage notch in the floor sill.
- Replacement of one (1) mixer in the IDC including:
  - Removal of existing mixer and guide rail.
  - Installation of owner-supplied larger mixer including procuring and installing anchor bolts.
  - Adjustment of anchoring location per drawings to avoid conflict with channel concrete.
  - Electrical connection of mixer by RMOW.
- Installation of new owner-supplied inlet gate valves including:
  - Coordinating with supplier and operations staff regarding delivery/offloading of gates at the site.
  - Moving gate valves into the IDC including coordination with operations staff regarding use of any lifts and removal of IDC hatches.
  - Procurement and installation of anchor bolts per specifications and drawings.
  - Installation, commissioning, site acceptance testing and certification of new Gate Valves.
    - Site acceptance test (SAT) with potable water from nearby hydrant.
- Construction must be complete by substantial performance date identified in Invitation to Tender to allow PST#1 and #2 to be brought back into wastewater treatment service.
- IDC and all spaces bellow walkway elevation are confined spaces. The Contractor must meet all WorkSafeBC requirements for confined space access while working in these spaces.
- Clean up and restoration of all temporary work is to be to original or better condition.

1.2 The Contractor may wish, upon approval from the Owner, to employ alternate methods of construction for this project.

1.3 Direct all technical inquiries regarding the *Contract* to:

Paul Markin, M.A.Sc., P.L.Eng
Kerr Wood Leidal Associates Ltd.
200 – 4185A Still Creek Drive
Burnaby, BC V5C 6G9
Phone: 778-270-9412
Email: pmarkin@kwl.ca

1.4 Direct all general inquiries regarding the *Contract* to:

Chelsey Roberts, AScT, Manager of Capital Projects
Resort Municipality of Whistler
4325 Blackcomb Way
Whistler, BC V8E 0X5
604-905-9462
croberts@whistler.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 *Owner* or representative of the *Owner,* such as geotechnical reports or as-built plans, which is not expressly included in Schedule 1 or Schedule 2 to the Agreement, is not included in the *Contract Documents*. Such additional information is made available only for the assistance of tenderers who must make their own judgment about its reliability, accuracy, completeness and relevance to the *Contract*, and neither the *Owner* nor any representative of the *Owner* gives any guarantee or representation that the additional information is reliable, accurate, complete or relevant.

3.0 Submission of Tenders

3.1 Tenders must be submitted electronically to:

Email: engineerbids@whistler.ca

Tender Title: Primary Tank Inlet Gate Valves Replacement

Reference No. E401-03

on or before:

Tender Closing Time: **2:00 pm**

Tender Closing Date: **Monday May 22, 2023**

3.2 Time stamp on the received email will determine if the tender was received on time. Late tenders will not be accepted.

3.3 The email submission should indicate the Tender Title and Project Reference No. in the subject line and the full legal name of the Tenderer in the body of the email.

3.4 Tenderers should note that the maximum acceptable email size is 8MB. If greater than 8MB, Tenderers should email bids in multiple emails. If sending in multiple emails, each email should indicate the total number of emails that are being sent. All emails must be received prior to the submission deadline. Responses are to be prominently marked with the Tender Title and Project Reference, and the full legal name and return address of the respondent.

4.0 Additional Instructions to Tenderers

4.1 Award

4.1.1 The Owner will, following receipt of an acceptable tender, issue in writing a Notice of Award to the successful Tenderer. This notice will be given as soon as possible following the closing of tenders and, unless otherwise agreed to by the Tender, not later than sixty (60) days following the closing of tenders.

4.2 Hours of Work

4.2.1 The hours of work for all project sections must not extend beyond:

- 0700h and 1900h, inclusive, daily while in bypass; and
- 0700h and 1600h, inclusive, daily for the remainder of the construction period.

The Contractor shall schedule their work within these hours and will not be permitted to commence work earlier than 0700h and/or work later than 1900h when bypass is operating or 1600h for the remainder of the construction period, except as authorized by the Contract Administrator. Work on Saturdays and Sundays is permitted.

No work on statutory Holidays 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 it necessary. The Owner reserves the right to not allow any work to be undertaken on Statutory Holidays.

4.3 Budget Constraints

4.3.1 Depending on the available funds to complete the capital works program, the scope of work may be decreased due to budget constraints. The Owner reserves the right to reduce or remove projects based on available funds.

4.4 Amendment of Tenders

4.4.1 Fax amendments will not be accepted. Instructions to Tenderers – Part II, Section 12.0 Amendment of Tenders, paragraph 12.1 currently allows for fax delivery which will not be accepted in this case. Instead, tnderers are required to submit email amendments to the following (written notice delivered by hand and mail are still acceptable):

Paul Markin, M.A.Sc.,P.L.Eng.

pmarkin@kwl.ca

4.4.2 All amendments submitted by email shall meet all requirements detailed in GC12 -- Amendment of Tenders, paragraphs 12.1 thorough 12.5 for faxed, mailed, or hand-delivered modifications.

4.5 Approved Equals

4.5.1 Contractor may request the Owner to approve alternate materials, products or equipment ("Approved Equals") for items indicated in the Contractor documents, provided such Approved Equals comply in all respects with the applicable Specifications. Applications for Approved Equals must be in writing and supported by appropriate supporting information, data, specifications and documentation. The Owner is not obligated to review or accept any applications for an Approved Equal and may decide to accept an application for an Approved Equal in its sole discretion.

4.6 Pre-Tender Site Meeting

4.6.1 Contractors must attend the pre-tender site meeting for their bid to be considered. See Key Dates and Times in the Invitation to Tender for details. Contractors will be required to follow all guidelines and best practices put forward by the Government of BC and WorkSafeBC.

4.7 Owner's Privilege

4.7.1 Depending on the available funds to complete the work program, the scope of the work may be decreased due to budget constraints. The Owner reserves the right to reduce or remove projects based on available funds. This clause does not waive owner privileges noted under Instructions to Tenderers – Part II, Section 15.1.

4.8 Appendices

4.8.1 Contractor to fill out and return all appendices provided in the Form of Tender.

Form of Tender

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

Owner: Resort Municipality of Whistler
(Name of Owner)

Contract: Primary Tank Inlet Gate Valves Replacement
(Title of Contract)

Reference No.: E401-03
(Owner's Contract Reference Number)

To Owner

WE, THE UNDERSIGNED

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

_____

_____

_____
(Addenda, if any)

1.2 have full knowledge of the Place of the Work, and the Work required; and

1.3 have complied with the Instructions to Tenderers.

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 Friday, October 6, 2023, the date of Substantial Performance.

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.

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 Time, even if the tender of another tenderer is accepted by the Owner. If within this period the Owner delivers a written notice ("Notice of Award") by which the Owner accepts our tender we will:

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

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

5.1.1.2 a *Baseline Construction Schedule*, as provided by GC 4.6.1;

5.1.1.3 a 'clearance letter' indicating that the tenderer is in WCB compliance;

5.1.1.4 a copy of the insurance policies as specified in GC 24 and any Supplementary GCs indicating that all such insurance coverage is in place;

5.1.1.5 a business licence valid within the Resort Municipality of Whistler; 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 *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*.

OUR ADDRESS IS AS FOLLOWS

_____

_____

_____

_____

Phone: _____

Fax: _____

Attn.: _____

This Tender is executed this

_____ day of _____, 2023.

Contractor:

_____
(Full legal name of corporation, partnership or individual)

_____
(Authorized Signatory)

_____
(Authorized Signatory)

Schedule of Quantities and Prices
(See Paragraph 5.3.2 of the *Instructions to Tenderers – Part II*)

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

Refer to Supplemental Specification Part III for descriptions of all payment items.						
Section	**Sub Spec**	**Description**	**Unit**	**Est. Qty**	**Unit Price ($)**	**Total ($)**
Division 1 General Requirements						
01 10 00	Project Record Documents		--	--	--	*Incidental*
01 10 00	Reference Specifications		--	--	--	*Incidental*
01 51 10	Temporary Bypass System		LS	100%		
Division 03 Concrete						
03 01 37	Grit Debris Removal		LS	100%		
03 01 37	Concrete Cleaning		m^2	264		
03 01 37	Concrete Surface Preparation and Rehabilitation at Water line		m^2	27		
03 01 37	Repair of Damage by Existing Mixer		Allow	100%		
Division 46 Wastewater Equipment						
46 43 21	Removal and Disposal of existing Gate Valves		LS	100%		
46 43 21	Replace existing Mixer & Mast/Guiderail System		LS	100%		
46 43 21	Installation of Six (6) Gate Valves		LS	100%		
46 43 21	Commissioning of Six (6) Gate Valves		LS	100%		
				Subtotal All Items		
				GST @ 5%		
				TOTAL		

Preliminary and Proposed Construction Schedules
(See Paragraph 5.3.2 of the *Instructions to Tenderers – Part II*)

The anticipated tender award date is listed in the Invitation to Tender. The GV Supplier has listed a 14 week fabrication period from release of shop drawings. The Contractor is to propose their anticipated construction schedule in the table below, complete with anticipated start dates for each line item row.

	Contractor Proposed Schedule Weeks											
Activity												
Kick Off Meeting (June 22, 2023)												
Bypass System Install												
Slide Gate Equipment Delivery Thursday, September 15 2023												
IDC Cleaning												
Gate Valves Demolition and Removal												
IDC Surface Prep												
IDC Concrete Rehabilitation												
IDC Equipment Installation Gate Valves												
IDC Equipment Installation Mixer												
Commission & Leak Test												
Substantial Performance Friday, October 6, 2023												
Demobilization												

Experience of Superintendent
(See Paragraph 5.3.3 of the *Instructions to Tenderers – Part II*)

Name _____

Experience

Dates:	
Project Name:	
Responsibilities:	
References:	

Dates:	
Project Name:	
Responsibilities:	
References:	

Dates:	
Project Name:	
Responsibilities:	
References:	

Comparable Work Experience
(See Paragraph 5.3.5 of the *Instructions to Tenderers – Part II*)

Project	Owner/ Contact Name	Phone Number & Email	Work Description	Value ($)

Subcontractors
(See Paragraph 5.3.5 of the *Instructions to Tenderers – Part II*)

Tender Item	Trade	Subcontractor	Phone Number & Email

Agreement

(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 OWNER AND CONTRACTOR

This agreement made in duplicate this _____ day of _____, 2023.

Contract: **Primary Tank Inlet Gate Valves Replacement**
(Title of Contract)

Reference No.: **E401-03**
(Owner's Contract Reference Number)

BETWEEN

Resort Municipality of Whistler
(Name of Owner)

(the 'Owner')

AND

_____
_____
_____
_____
(Name and Office Address of Contractor)

(the 'Contractor')

The Owner and the Contractor agree as follows:

Article 1
The Work Start / Completion Dates

1.1 The Contractor shall 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 shall commence the Work in accordance with the Notice to Proceed. The Contractor shall proceed with the Work diligently, shall 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 Friday, October 6, 2023, 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 - 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 the Contract Documents shall constitute the entire Contract between the Owner and the Contractor.

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

Article 3
Contract Price

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

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

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

3.1.3 any adjustments, including any payments owing because 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 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.

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 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*:

Resort Municipality of Whistler	
Municipal Hall	
4325 Blackcomb Way	
Whistler, BC V8E 0X5	
Fax:	N/A
Attn.:	**Chelsey Roberts, AScT, Manager of Capital Projects**
Email	croberts@whistler.ca

The *Contractor*:

Fax:	
Attn.:	
Email:	

The *Contract Administrator*:

Kerr Wood Leidal Associates Ltd.	
200 – 4185A Still Creek Drive	
Burnaby, BC V5C 6G9	
Fax:	N/A
Attn.:	**Paul Markin, M.A.Sc., P.L.Eng**
Email:	pmarkin@kwl.ca

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

6.2.1 immediately upon delivery, if delivered by hand; or

6.2.2 immediately upon transmission if sent by email and receipt is confirmed; or

6.2.3 after 5 days from date of posting if sent by registered mail.

6.3 The Owner or the Contractor may, at any time, change its address 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 email assumes all risk that the email is received.

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 Owner, 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)

Owner:

Resort Municipality of Whistler

(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', Platinum Edition dated 2009. All sections of this publication are included in the Contract Documents.

a) Agreement, including all Schedules;
b) Invitation to Tender;
c) Instructions to Tenderer – Part I*
d) Instructions to Tenderer – Part II;
e) Form of Tender;
f) Form of Agreement;
g) Supplemental General Conditions, Part I – Issued by MMCD*;
h) Supplemental General Conditions, Part II – Project Specific;
i) General Conditions;
j) Supplemental Specifications, Part I – Issued by MMCD;
k) Supplemental Specifications, Part II – Project Specific;
    - Division 1: General Requirements
        - 01 51 10 – Temporary Bypass System
    - Division 3: Concrete
        - 03 01 37 – Concrete Rehabilitation (to be provided as an addendum during the tendering process)
    - Division 46: Water and Wastewater Equipment
        - 46 43 21 – Gate Valves

l) Supplemental Specifications, Part III – Payment
m) Specifications*;
n) Standard Detail Drawings – Issued by MMCD* (*Not Used*);
o) Attachment A – Proposed Equipment Details
p) Attachment B – Available Record Drawings
q) Attachment C – Issue for Tender Drawings
r) Attachment D – Bypass Plan Technical Memorandum (to be provided as an addendum during the tendering process)
s) Attachment E – Influent Pump Curves and Nameplates
t) Attachment F – Photos
u) The following Addenda:

_____

_____

_____

_____

(Addenda, if any)

Schedule 2
Schedule of Contract Drawings

Drawing No.	Title	Rev. No.
G-001	LOCATION PLAN AND DRAWING LIST	0
M-101	GENERAL SCOPE OF WORK	0
M-102	GENERAL SCOPE OF WORK SECTIONS	0
M-103	ELEVATION, SECTIONS AND DETAILS	0
M-104	BYPASS SCHEMATICS	0
M-501	MIXER INSTALLATION DETAILS	0

Supplemental General Conditions

Part I – Issued by MMCD

The following Supplemental Updates are MMCD issued updates. Contained within each MMCD issued Supplemental Update are a number of specific Sections of the Contract affected by changes. The specific sections providing change include the following:

1. Supplementary General Conditions
2. Supplementary Specifications
3. Supplementary Standard Details Drawings
4. Supplementary Form

A complete list of all the specific Supplementary General Conditions providing each change are detailed below. These specific sections, complete with each change, are to form part of the Contract.

Detailed descriptions for each change are not included in this document; however, the detailed descriptions can be found on the MMCD website. Bidders are deemed to have visited the MMCD website and have reviewed and understand the supplemental updates. This list is provided for convenience only, it is the Contractor's responsibility to ensure they are aware of all supplemental updates issued by MMCD on their website. Any supplemental update not listed below shall still form part of the Contract Documents.

Reference: MMCD Supplemental Update 2009-11-19

Supplementary General Conditions

GC 7.1.3S	2009-007
GC 3.4.5S	2009-010

Reference: MMCD Supplemental Update 2010-03-25

Supplementary General Conditions

GC 2.2.4(i)S	2010-001
GC 4.6.2S	2010-002
GC 4.6.6S	2010-004
GC 9.4S	2010-005
GC 12.2.2S	2010-006
GC 13.9.1S	2010-007
GC 24.1.5S	2010-008

Reference: MMCD Supplemental Update 2010-05-18

GC 1.39.1S 2010-011 Notation about HST

Reference: MMCD Supplemental Update PVC C900 Pipe Specification Clarification

Letter – Thickened bell end defined and required

Reference: MMCD Supplemental Update 2011-08-04

Supplementary General Conditions

GC 7.1.3S	2011-009
GC 1.30S	2011-010
IT 17.1S	2011-011
IT 4S	2011-012
Section 3 6.5.1S	2011-013 Volume 1 – Users Guide
Section 3 6.5.1S	2011-014 [Electronic Edition] – Volume1 – Users Guide
Section 3 9.7.1S	2011-015 Volume 1 – Users Guide
Section 4 6.8.1S	2011-016 Volume 1 – Users Guide
33 11 01 – 2.2.2.2S	2011-017

Reference: MMCD Supplemental Update 2012-05-30

Supplementary General Conditions

GC 13.9.1(1)S	2012-001

Reference: MMCD Supplemental Update 2012-08-07

Supplementary General Conditions

GC 9.4.3	2012-023
GC 17.5.2.2	2012-024
GC 11.1.1 (4)	2012-025

Reference: MMCD Supplementary Update 2013-06-13

Supplementary General Conditions

GC 18.2.2	2013-01 (date noted as 2013-06-18)
GC 18.6.3(1)	2013-02 (date noted as 2013-06-18)
GC 24.1(2)	2013-04
GC 24.1(2)	2013-05
GC 24.1(5)	2013-06
GC 24.1.5	2013-07
GC 4.7.1	2013-19

Supplementary Form

Form 15 Statutory Declaration 2013-0

- Supplementary Update 2014-02-28
- Supplementary Update 2014-07-15
- Supplementary Update 2014-09-19
- Supplementary Update 2015-11-02
- Supplementary Update 2016-11-18

Updated February 10, 2020

Supplemental General Conditions
Part II – Project Specific

Supplementary Specification:	**Specification GC 2.2.4S – Interpretation**		
Affected Document(s):	Volume II	**Change Type:**	Revised
Section:	General Conditions	**Reference:**	GC 2.0
Change Summary:			
Currently:	If there is any inconsistency or conflict between the provisions of the C*ontract Documents,* then: (1) the *Contract Documents* shall govern and take precedence in the following order with the Agreement taking precedence over all other *Contract Documents*: (a) Agreement (b) Addenda (c) Supplementary General Conditions (d) General Conditions (e) Supplementary Specifications (f) Specifications (g) Drawings listed in Schedule 2 to the Agreement (h) Supplementary Detail Drawings (i) Standard Detail Drawings (j) Executed Form of Tender (k) Instructions to Tenderers (l) All other Contract Documents		
Should Be:	If there is any inconsistency or conflict between the provisions of the C*ontract Documents,* then: (1) the *Contract Documents* shall govern and take precedence in the following order with the Agreement taking precedence over all other *Contract Documents*: (a) Agreement (b) Addenda (c) Supplementary General Conditions i. Supplementary General Conditions Part II – Project Specific ii. Supplementary General Conditions Part I – Issued by MMCD (d) General Conditions (e) Supplementary Specifications i. Part III – Payment ii. Part II – Project Specific iii. Part I – Issued by MMCD (f) Specifications (g) Drawings listed in Schedule 2 to the Agreement (h) Supplementary Standard Detail Drawings i. Part II – Project Specific ii. Part I – Issued by MMCD (i) Standard Detail Drawings (j) Executed Form of Tender (k) Instructions to Tenderers (l) All other Contract Documents		

Supplementary Specification:	**Specification GC 4.4 – Temporary Facilities**		
Affected Document(s):	Volume II	**Change Type:**	Addition
Section:	General Requirements	**Reference:**	4.4
Change Summary:			
Currently:	(1) 4.4.1 The Contractor shall have the sole responsibility for the design, erection, operation, maintenance and removal of temporary structural and other temporary facilities and the design and execution of construction methods required in their use. The Contractor shall engage registered Professional Engineers skilled and knowledgeable in the appropriate disciplines to perform these functions where required by law or by the Contract Documents and in all cases where such temporary facilities and their method of construction are of such a nature that professional engineering skill and knowledge is required to produce safe and satisfactory results. (2) 4.4.2 Notwithstanding the provisions of GC 4.1.1 and 4.4.1, or provisions to the contrary elsewhere in the Contract Documents, where such Contract Documents include designs for temporary structural and other temporary facilities or specify a method of construction in whole or in part, such facilities and methods shall be considered to be part of the design of the Work and the Contractor shall not be held responsible for that part of the design or the specified method of construction. The Contractor shall, however, be responsible for the execution of such design or specified method of construction in the same manner that the Contractor is responsible for the execution of the Work.		
Should Be:	(1) 4.4.1 With the exception of the bypass temporary works, the Contractor shall have the sole responsibility for the design, erection, operation, maintenance and removal of temporary structural and other temporary facilities and the design and execution of construction methods required in their use. The Contractor shall engage registered Professional Engineers skilled and knowledgeable in the appropriate disciplines to perform these functions where required by law or by the Contract Documents and in all cases where such temporary facilities and their method of construction are of such a nature that professional engineering skill and knowledge is required to produce safe and satisfactory results. (2) 4.4.2 Notwithstanding the provisions of GC 4.1.1 and 4.4.1, or provisions to the contrary elsewhere in the Contract Documents, where such Contract Documents include designs for temporary structural and other temporary facilities or specify a method of construction in whole or in part, such facilities and methods shall be considered to be part of the design of the Work and the Contractor shall not be held responsible for that part of the design or the specified method of construction. The Contractor shall, however, be responsible for the execution of such design or specified method of construction in the same manner that the Contractor is responsible for the execution of the Work.		
Addition:	(3) 4.4.3 In the event where the gate valve installation is delayed due to high wastewater flows, temporary storage of the gate valve equipment can be made available on site under the Owner's responsibility. The Contractor shall be responsible for inspecting them for damage etc. per the Installation and Operation Manual (IOM) after receiving them from the Owner and prior to installation.		

Supplementary Specification:	**Specification GC 4.2 – Safety**		
Affected Document(s):	Volume II	**Change Type:**	Addition
Section:	General Conditions	**Reference:**	4.2
Change Summary:			
Currently:	4.2 (1) 4.2.1 The Contractor shall be solely responsible for construction safety at the Place of the Work as and to the extent required by applicable construction safety legislation, regulations and codes, including the Workers Compensation Act and applicable regulations, and by good construction practice.		
Addition:	(2) 4.2.2 The Contractor shall be responsible for meeting all WorkSafeBC regulations including but not limited to confined space entry (OHS Regulation Part 9: Confined Spaces). Contractor shall be familiar with Section 9.18 - Control of harmful substance in adjacent piping and whether an application for alternate measures is required.		

Supplementary Specification:	**Specification GC 13.8 – Liquidated Damages for Late Completion**		
Affected Document(s):	Volume II	**Change Type:**	Addition
Section:	General Conditions	**Reference:**	13.8
Change Summary:			
Currently:	13.8 (1) 13.8.1 If the Contractor fails to meet the Milestone Date for Substantial Performance as set out in the Form of Tender, paragraph 2.2 as may be adjusted pursuant to the provisions of the Contract Documents, then the Owner may deduct from any monies owing to the Contractor for the Work: a. as a genuine pre-estimate of the Owner's increased costs for the Contract Administrator and the Owner's own staff caused by such delay an amount of $500.00 per day or pro rata portion for each calendar day that actual Substantial Performance is achieved after the Substantial Performance Milestone Date; plus b. all direct out-of-pocket costs, such as costs for safety, security, or equipment rental, reasonably incurred by the Owner as a direct result of such delay. If the monies owing to the Contractor are less than the total amount owing by the Contractor to the Owner under (a) and (b) then any shortfall shall immediately, upon written notice from the Owner, and upon Substantial Performance, be due and owing by the Contractor to the Owner.		
Addition:	(2) If the period of the Contract is extended due to an omission or act of the Contractor or one of its employees, agents or subcontractors, then the Contractor shall pay the cost of compensation to the Owner for engineering and inspection services at $1,500 per day.		

Supplemental Specifications
Part I – Issued by MMCD

The following Supplemental Updates are MMCD issued updates. Contained within each MMCD issued Supplemental Update are a number of specific sections of the contract affected by changes. The specific sections providing change include the following:

1. Supplementary General Conditions
2. Supplementary Specifications
3. Supplementary Standard Details Drawings
4. Supplementary Form

A complete list of all the Supplementary Specifications specific sections providing change complete with each change are detailed below. These specific sections, complete with each change, are to form part of the contract.

Detailed descriptions for each change are not included in this document however the detailed descriptions can be found on the MMCD website under Platinum Edition Documents. Bidders are deemed to have visited the MMCD website and have reviewed and understand the detailed descriptions.

Reference: MMCD Supplemental Update 2009-11-19

Supplementary Specifications

31 22 01 – 3.3.1S	2009-001
31 37 10 – 2.1.1.1.1S	2009-002
32 17 23 – 2.1.7S	2009-003
32 31 13 – 3.3S; 3.4S; 3.5S	2009-004
~~*33 30 01 – 1.6.5S*~~	~~*2009-005*~~ *PAYMENT not applicable*
33 34 01 – 3.15.2S	2009-006
03 30 20 – 2.1.5.1S	2009-008
33 30 01 – 2.1.3.4S	2009-009
~~*33 11 01 – 1.8.14S*~~	~~*2009-011*~~ *PAYMENT not applicable*
~~*33 11 01 1.8.13S*~~	~~*2009-012*~~ *PAYMENT not applicable*

Reference: MMCD Supplemental Update 2010-03-25

Supplementary Specifications

Concordance Update Schedule 17.5.3S	2010-003
01 55 00 – 1.4.10.3S	2010-009
01 57 01 – 1.2.2.2S	2010-010

Reference: MMCD Supplemental Update PVC C900 Pipe Specification Clarification

Letter – Thickened bell end defined and required

Reference: MMCD Supplemental Update 2011-08-04

Supplementary Specifications

31 05 17 – 2.7.1S	2011-001
32 91 19 – 3.5.4S	2011-002
32 92 19 – 3.3.1S	2011-004
32 92 20 – 3.3.5S	2011-004
32 93 01 – 3.11.2S	2011-005
32 93 01 – 3.11.3S	2011-006
32 92 20 – 3.8.1S	2011-007
32 92 20 – 3.8.2S	2011-008

IT 17.1S	2011-011
IT 4S	2011-012
Section 3 6.5.1S	2011-013 Volume 1 – Users Guide
Section 3 6.5.1S	[Electronic Edition] 2011-014 Volume1 – Users Guide
Section 3 9.7.1S	2011-015 Volume 1 – Users Guide
Section 4 6.8.1S	2011-016 Volume 1 – Users Guide
33 11 01 – 2.2.2.2S	2011-017

Reference: MMCD Supplemental Update 2011-08-08

Supplementary Specifications

33 49 23S	2011-018

Reference: MMCD Supplemental Update 2012-05-30

None

Reference: MMCD Supplemental Update 2012-06-08

Supplementary General Conditions (NOTE: MMCD has detailed these items as GCs however they are Supplementary Specifications. Remove GC from the start of each section number.

e.g.: GC 33 01 30.1-2012-003 Becomes 33 01 30.1-2012-003

GC 33 01 30.1	2012-003
GC 33 01 30.1	2012-004
GC 33 01 30.1	2012-005
GC 33 01 30.1	2012-006
GC 33 01 30.1	2012-007 Not applicable
GC 32 17 23	2012-008
GC 32 17 23	2012-009
GC 01 42 00	2012-010
GC 03 30 53	2012-011
GC 03 30 53	2012-012
GC 31 23 23	2012-013
GC 31 23 23	2012-014
GC 32 13 13	2012-015
GC 32 13 16.1	2012-016
GC 32 13 16.1	2012-017
GC 33 11 01	2012-018
GC 33 44 01	2012-019

Supplementary Specifications

01 42 00 – 1.1.26	2012-002

Reference: MMCD Supplementary Update 2013-06-13

Supplementary Form

Form 15 Statutory Declaration 2013-03

Reference: MMCD Supplementary Update 2014-02-28

Supplementary Specifications

33 11 01	2014-04
33 11 01	2014-05

(NOTE: MMCD has detailed the following item as GC however it is a Supplementary Specifications. Remove GC from the start of each section number.)

GC 33 44 01	2014-07
GC 33 44 01	2014-08 PAYMENT not applicable
GC 33~~-44 01~~	~~2014-09~~ *PAYMENT* not applicable

Reference: MMCD Supplementary Update 2014-07-15

Supplementary Specifications

33 44 01	2014-10
33 44 01	2014-11
33 44 01	2014-12
33 44 01	2014-13
33 44 01	2014-14
33 44 01	2014-15

Reference: MMCD Supplementary Update 2014-09-19

Supplementary Specifications

33 11 01	2014-16
33 11 01	2014-17

Reference: MMCD Supplementary Update 2015-11-02

Supplementary Specifications

31 05 17	2015-01
31 05 17	2015-02
31 05 17	2015-03
31 23 01	2015-04
31 24 13	2015-05
31 11 16	2015-06

Reference: MMCD Supplementary Update 2016-11-18

Supplementary Specifications

31 05 17	2016-01
31 05 17	2016-02
32 12 16	2016-03
32 12 16	2016-04
32 12 16	2016-05
32 12 16	2016-06
32 12 16	2016-07
32 12 16	2016-08
32 12 16	2016-09
32 12 17	2016-10
32 12 17	2016-11
32 12 17	2016-12
32 12 17	2016-13
32 12 17	2016-14
32 12 17	2016-15
32 12 17	2016-16

Supplemental Specifications
Part II – Project Specific

Division 01: General Requirements

01 51 10 – Temporary Bypass System

Division 03: Concrete

03 01 37 – Concrete Rehabilitation (To be provided as an addendum during the tendering process)

Division 46: Water and Wastewater Equipment

46 43 21 – Gate Valve

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Part 1 General

1.1 Scope of Work

.1 Installation of temporary bypass system for the influent flow to allow entry to the Influent Distribution Channel (IDC). Includes:

a. Procurement and setup of pipe, fittings, restraints and supports in accordance with bypass plan (to be provided as an addendum during the tendering process).

b. Coordination with plant operators regarding bypass control and switch over to bypass operation.

c. Contractor/ subcontractor to be on call 24/7 during bypass period. Contractor is responsible for all labour, equipment, materials, and temporary power provisions required to maintain the equipment installed under this section except where specifically stated otherwise (i.e., monitoring of alarms).

d. Decommissioning and removal of the bypass system in accordance with bypass plan (to be provided as an addendum during the tendering process).

e. Recommissioning of influent pumps IP101 and IP102.

1.2 Related Work

.1 Bypass Plan Technical Memorandum (to be provided as an addendum during the tendering process).

1.3 Responsibility for Operation of Temporary Pumping Facilities:

.1 The Contractor shall be responsible for all aspects of operation and maintenance of the temporary bypass system including, but not limited to the following:

a. Temporary pipework, elbows, and fittings to transport wastewater through the headworks building and discharge into PST3.

b. Provide additional pipework arrangement for discharge into PST4.

.2 The Owner reserves the right to have their own personnel to operate and/or modify the temporary bypass at any time and without notice:

a. This step will be taken in the event that the Owner perceives a threat to the reliability of the temporary facility which is not being rectified immediately by the Contractor to the satisfaction of the Owner.

b. All resulting costs to the Owner for labour, supervision, equipment, and materials for maintenance, operation, call-out response, or mitigation/prevention of spills in relation to failures of the bypass pumping system shall be paid for by the Contractor.

1.4 Design Flows and Head

.1 The temporary bypass is to be designed for a capacity of 300 l/s with either pump IP101 or IP102 operating.

.2 See Attachment E for system curves.

1.5 Bypass Concept

.1 The concept of temporary bypass route considers IP101 the primary pump and IP102 the back up.

.2 Reference Bypass Plan Technical Memorandum (when provided by addendum) and IFT Drawing set for Bypass concept drawing.

1.6 Alarms and Monitoring of Alarms

.1 Existing instrumentation and control shall be monitored by RMOW operations staff for the bypass period. The existing high and low-level alarms, water level, and pump failure alarms will be monitored by RMOW operations staff.

.2 The Contractor must be on call for the duration of the bypass period. The Contractor shall provide to the Owner at least two cell phone numbers where a responsible representative of the Contractor may be contacted by the Owner at any time regarding an alarm condition. The Contractor shall be responsible for ensuring their qualified service personnel reach the site within sixty (60) minutes of the alarm.

.3 The Contractor shall have qualified service personnel available at all times (24 hours a day, 7 days a week) to attend to the temporary pumping facilities on an emergency basis. Response time shall be sixty (60) minutes or less.

.4 Contractor shall remove their critical tools from the IDC every night during the construction period.

1.7 Submissions and Approvals

.1 Prior to construction of the temporary bypass, the Contractor shall submit the following for approval:

a. A bypass plan that:

- describes how the work will be executed,
- includes a sketch of the proposed bypass route layout,
- details the diameter and type of proposed piping and fittings (including shop drawing for all materials), and
- includes commissioning and decommissioning procedures.

b. Emergency telephone and/or pager numbers, and

c. Names and qualifications of emergency service personnel.

Note: Contractor may use the Owner's existing site materials at their own risk.

1.8 Security, Safety, and Public Protection

.1 The Contractor shall be responsible for the security of all sites and materials during the course of the work to the satisfaction of the Owner. All cables, supports, and temporary equipment shall be secured.

Part 2 Products

2.1 Products

.1 Bypass system concept relies on using IP101 as the primary bypass pump with an 18 in diameter discharge piping system (suggested HDPE DR17) and IP102 as the back up pump with a 12 in diameter PVC discharge piping system.

.2 Some pipe fittings are available on site for re use, see Attachment D for Bypass Schematic. Contractor is responsible for inspecting existing materials, confirming that they are suitable and capable for their successful use during the project.

.3 Consideration will be given by the Owner to use the on-site materials, or alternate construction providing the same service, reliability, and security.

Part 3 Execution

3.1 Temporary Bypass Pre-Inspection and Installation

.1 Conceptual Installation Procedure for verification by Contractor:

a. Pre-requisites:

- IP101 is operating satisfactorily and reliably (Owner Responsibility).
- IP102 is ready to operate automatically in the event of IP101 failure, or to assist IP101 if the influent flow rate exceeds its capacity of 300 L/s (Owner Responsibility).
- Confined space entry equipment on site and tested and paperwork prepared in accordance with Owner-prepared confined space entry plan (Contractor Responsibility).

b. Installation:

- Coordinate with plant operators regarding bypass control and switch over to bypass operation.
- Lockout pumping system IP101and drain the pipe contents.
- Remove building cladding and hardware to allow for installation of bypass pipes.
- Disassemble pipework, miter bend and couplings for the right (east) riser pipe (Pump IP101), on the outside of the building using the flanged couplings and rotate miter bend to allow for connection to temporary bypass piping.
- Connect temporary pipework, elbows, and fittings to transport wastewater through the headworks building wall and discharge into PST3 with tee, piping, and blind flange to allow discharge into PST4 as a backup.
- Provide provisions to drain the pipe to waste at the low spot to support decommissioning.
- Support and restrain all pipework and fittings.
- Test and commission the IP101 system, check for leakage, clean up spills. Pumps have variable speed drives which will allow the flow in the pipe to be increased relatively slowly.
- Lockout pumping system IP102 and drain the pipe contents.
- Disassemble pipework, miter bend and couplings for the middle riser pipe (Pump IP102), on the outside of the building using the flanged couplings and rotate miter bend to allow for connection to temporary bypass piping.
- Connect temporary pipework, elbows, and fittings to transport wastewater through the headworks building wall and discharge into PST3.
- Provide provisions to drain the pipe to waste at the low spot to support decommissioning.
- Support and restrain all pipework and fittings.
- Test and commission the IP102 system, check for leakage, clean up spills. Pumps have variable speed drives which will allow the flow in the pipe to be increased relatively slowly.

- Coordinate with RMOW operations to activate both IP101 and IP102 pumps together to simulate high flow conditions and ensure the bypass system can meet the flow capacity.
- Activate IP101 to bypass flow into PST3, lock out IP103 and use existing control system to allow IP102 to function as backup.
- Manually turn off IP101 and confirm that IP102 will activate automatically as backup pump.
- Ensure all inlet GV's in PST3 and PST4 are closed, and appropriate outlet valves are open.

3.2 Post Replacement – Decommissioning and Removal of Temporary Bypass System

.1 Conceptual decommissioning plan for verification by Contractor:

a. Lockout IP101 and IP102, drain the pipes.

b. Disconnect temporary pipework; fittings, etc.

c. Wash the pipes and clean up.

d. Remove temporary pipework and fittings, provide to Owner, store on-site and protect with tarps.

e. Restore original pipe, miter bend, fittings and coupling to original or better condition.

f. Test for leaks under normal pumping operation.

g. Re-seal the pipe/fitting.

h. Reinstate cladding and siding which was moved or cut and seal the structure.

i. De-mobilize and leave the site in as good or better condition.

Revision History

Rev. No.	Date	By	Checked By	Issued For	Comment
0	May 2, 2023	SJM	DCL	Tender	

End of Section

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Part 1 General

1.1 Gate Valves

.1 The work required under these specifications is as follows:

a. Installation of owner-supplied wastewater influent gate valves.

b. Installation of owner-supplied submersible mixer.

1.2 Governing Standards

.1 Except as modified or supplemented herein, all gates and operators must conform to the applicable requirements of AWWA C561-21, or latest edition.

.2 British Columbia Building Code, latest edition.

1.3 Background

.1 The Resort Municipality of Whistler (RMOW) operates a municipal wastewater treatment plant (WWTP). The facility has slide gate valves at the inlet to the primary sedimentation tanks that were installed around 1998 which are damaged and corroded and require replacement.

.2 The gate valves that require replacement are located on the inside wall of the concrete-covered influent distribution chamber (IDC).

.3 The IDC is a confined space and often contains a corrosive atmosphere.

.4 The six (6) gate valves will be Owner supplied for installation by the Contractor under the scope of this project.

.5 Also in the IDC, one (1) of the existing submersible mixers requires replacement. A new mixer and mounting assembly will be supplied by the Owner for installation by the Contractor under the scope of this project.

1.4 Description of Work

.1 The scope of work covered in this specification includes installation of all necessary equipment including six (6) gate valves, stems, couplers, stem guides, mounting brackets, pedestals, anchors etc. required for a complete installation.

.2 A larger mixer in the IDC shall also be replaced along with its mast/guiderail. The electrical connections for the mixer will be performed by others (RMOW).

1.5 Performance

.1 Leakage of the Gate Valves shall conform to the applicable requirements of AWWA C561-21, or latest edition.

1.6 Delivery, Storage, and Handling of Equipment

.1 The equipment shall be delivered to the site of the Whistler WWTP, 1135 Cheakamus Lake Rd, Whistler, BC, Canada, V0N 1B1.

1.7 Shipment

.1 Material will be off loaded at the site and accepted by the Owner and Contractor.

.2 Gate valves will be supplied in the following general pieces which will require assembly by the Contractor:

a. Gate and Slide frame,

b. Stem,

c. Pedestal,

d. Hand operator,

e. Intermediate stem guides (expect two (2) on lower gates, one (1) on upper gates), and

f. Misc. Hardware.

1.8 Warranty

.1 Warranty will be provided by the equipment manufacturers/vendors.

1.9 Commissioning and Start-Up

.1 The Slide Gate Valve Vendor will provide a representative for two (2) days, at the Owner's expense, to assist with field start-up and to inspect the installation and leak testing, as necessary.

.2 Following installation, the Contractor shall test the leakage rates of the gate valves by filling the IDC with potable water. The Contractor shall work with the Slide Gate Vendor to make any needed adjustments to the seals etc. of the slide gates to correct leakage problems.

.3 The Contractor shall coordinate with the Owner to ensure mixer positioning does not touch the walls or floor of the IDC.

Part 2 Products

2.1 General Design

.1 Cut-sheets and installation instructions for the gate valves can be found in Attachment A. Shop drawings for the gate valves will be provided as an addendum during the tendering period.

.2 Mixer and mast shop drawings are provided in Attachment A.

.3 Gate valves will be supplied with non-self-contained frames with rising stem manual gear operators.

.4 The gate valves are designed to mount to the existing IDC interior concrete wall using epoxy anchors and shall not conflict with the existing gates' embedded metals in the wall. See record drawings and photos in the Attachments.

.5 Existing mixer and mast shall be removed, and a new mixer and mast installed.

2.2 Design Criteria

.1 Gate valves are designed in accordance with ANSI/AWWA Standard C561-21.

.2 Dimensions of the access hatch openings:

PST #1 Access hatch 39-1/4" x34-1/2"	PST #3 Access hatch 59" x 39-1/4"
PST #2 Access hatch 31-3/4" x31-7/8"	PST #4 Access hatch 39-1/4" x39-1/4"

2.3 Materials (by Contractor)

.1 Anchors:

a. Anchors shall be adhesive type anchors, suitable for installation into cracked and uncracked concrete and qualified for earthquake loading in accordance with ACI 355.2 or 355.4.

b. Adhesive products for the anchors shall be Hilti HIT-RE 500-V3 or as approved in writing by the Engineer.

.2 Grout:

a. Contractor shall supply and install non-shrink grout suitable for underwater service for the slide gate valves.

2.4 Materials (supplied by Owner)

Part	Material
Gate valve, Spigot, Frame, Stiffeners, Yoke, Guide Angles, Wedge Bar	Stainless Steel Type 316 or 316L to standards of ANSI/AWWA C561-21
Actuator Pedestal and Gear Housing	Cast Iron, Epoxy-Coated Steel, 304 or 316 Stainless Steel, all to standards of ANSI/AWWA C561-21
Gears	to standards of ANSI/AWWA C561-21
Thrust Nuts, Stem Couplings, Lift Nuts	to standards of ANSI/AWWA C561-21
Seats, Bearing Bars, Guides, Stem Guide Liner	Ultra High Molecular Weight Polyethylene ASTM D4020
Side and Top Seals	Neoprene ASTM D-2000
Invert Seal	Neoprene ASTM D-2000
Threaded Stem, Stem Guides	Stainless Steel Type 304 or 316 ASTM A-276,
Fasteners	Stainless Steel Type 316 ASTM - F593 / F594, A240
Wall Brackets	Stainless Steel 304L or 316 ASTM A240
Stem	Rising Stem Stainless Steel Type 316 to standards of ANSI/AWWA C561-21
Stem Cover	Butyrate ASTM D-2411 or approved equal.

Part 3 Execution

3.1 Delivery

.1 The Owner and Vendor will coordinate delivery and unloading of the gate valves and mixer to the RMOW WWTP. The Contractor is to be present for the unloading of the gate valves on site.

3.2 Demolition

.1 Gate Valves

a. The Contractor will remove and dispose all six (6) existing gate valves and hardware, GV201 to GV206.

.2 Submersible Mixer

a. The Contractor shall remove the existing mixer (UM 242.4), mixer mast near PST4 in the IDC and related mixer components and return to RMOW operations staff.

b. The Contractor shall coordinate disconnection of the power cables by the Owner.

3.3 Installation

.1 Gate Valves:

a. The Contractor shall be responsible for lifting and moving the gate valves and associated components from the delivery vehicle into the IDC, assembling the various components, and installing them as illustrated on the design drawings and as described in the Installation and Operation Manual (IOM).

b. The Contractor shall strictly follow the IOM instructions for mounting, adjusting, and exercising the new gate valves as provided in Attachment A.

c. The gate valves supplier is represented by Summit Valve and Controls Inc.

d. The gate valves will be supplied with threaded anchor rods.

e. The Contractor shall be responsible for drilling and installing the anchor rods using contractor-supplied epoxy anchor adhesive material.

.2 Submersible Mixer:

a. The Contractor shall install the mechanical systems of the owner-supplied mixer system (UM 242.4) by PST4 in the IDC.

b. The Contractor shall be responsible for supply and installation of the anchor bolts and adhesives for the submersible mixer mast.

c. The Owner will complete the electrical connections for the mixer.

d. Commission and test the new mixer (Owner supplied) in collaboration with RMOW operations staff.

3.4 Commissioning

.1 The Contractor shall conduct Site Acceptance Test (SAT) in accordance with AWWA C561-21 by filling the IDC with potable water from nearby hydrant to test for gate leakage.

.2 After installation, all gates will be field tested in the presence of the Engineer and Owner to ensure that all items of equipment are in full compliance with this Section. Each gate assembly shall be water tested by the Contractor at the discretion of the Engineer and Owner to confirm that leakage does not exceed the specified allowed leakage.

.3 The Vendor shall provide a factory trained representative to assist the Contractor, Engineer, and Owner during commissioning and leak testing.

.4 The Vendor will provide a representative for a minimum two days of full-time representation during start-up and commissioning at the cost of the Owner. Additional time for the equipment vendor will be paid for by the Owner if needed.

Revision History

Rev. No.	Date	By	Checked By	Issued For	Comment
0	May 2, 2023	SJM	DCL	Tender	

End of Section

Supplemental Specifications
Part III – Payment

Payment Items – General

The basis of measurement and payment for items included in the Form of Tender Appendix 1 – Schedule of Quantities and Prices are described below. The specific payment descriptions below supersede the applicable payment clauses in the MMCD Platinum Edition Volume II and any MMCD issued Supplemental Updates that may detail payment clauses.

The descriptions of Work to be done under Form of Tender – Appendix 1 – Schedule of Quantities and Prices are general descriptions of the Work only to break down and assess the Tender Price. These descriptions are not intended to include all details of requirements and responsibilities of the Contractor to complete the Works in accordance with the Contract. It is the Tenderer's responsibility to ensure that the Tender Sum submitted with the Tender is sufficient to complete all the Works based upon the whole of the Contract Documents.

The price bid for each item shall be full compensation for all labour, equipment, materials, de-watering and incidentals necessary to complete the supply, installation and construction of each item as specified to the lines, grades, and cross-section in accordance with the Contract Documents and as directed by the Contract Administrator.

If a Lump Sum Payment is shown in Appendix 1 - Schedule of Quantities and Prices, unless specifically detailed otherwise in the Description of Payment Items, payment shall be based on the Contract Administrator's estimated percentage of the Contract completed.

Description of Payment Items

Div.	Pmt. Item	Payment Item Description
01	**GENERAL REQUIREMENTS**	
		Section 01 10 00 Project Record Documents
	01-1	Payment for all work performed under this Section will be incidental to payment for work described in other Sections unless specifically shown otherwise in the Schedule of Quantities and Prices.
		Section 01 10 00 Reference Specifications
	01-2	All references to Specifications, Standards, or Methods shall be understood to refer to the latest adopted revision, including amendments. There is no Payment applicable to this Section.
		Section 01 51 00 Temporary Bypass System
	01-4	The lump sum bid for this item shall be full compensation for all works necessary to complete the bypass system installation, a bypass plan, 24/7 on call personal, maintenance, decommissioning and reversion of the influent pumping system to its original state in accordance with the Contract Documents and Drawings and as directed by the Contract Administrator. Payment for purchased materials may be provided upon submission, by the Contractor to the Contract Administrator, of record of payment for materials with proof of material arrival on site. Partial payment may also be provided as follows: • 20% for approved bypass plan; and • 30% for bypass system installation and testing. The balance may be provided upon completion of bypass including cleaning/storage of any RMOW pipes used and restoration of standard pump operation to the satisfaction of RMOW operations staff. Mixer shall be returned to RMOW. Gate Valves shall be removed and disposed by contractor.

Div.	Pmt. Item	Payment Item Description
03	**CONCRETE**	
		Section 03 01 37 Concrete Cleaning and Surface Preparation
	03-1	**Prepare areas for rehabilitation work by removing and disposing of grit debris and solids from Influent Distribution Channel (IDC).** **Remove and dispose of unsound concrete at the water line in IDC to allow for concrete repair.** **Perform surface preparation to specification prior to placement of mortar materials.** The lump sum bid for this item shall be full compensation for all works necessary to complete the debris removal, cleaning, surface preparation and off-site disposal of grit and concrete, in accordance with the Contract Documents and Drawings and as directed by the Contract Administrator. 1. Lump sum payment for the removal and offsite disposal of the grit debris and unsound concrete to include the costs of hydrovac truck (if used), hauling costs, and offsite disposal fees. 2. Payment on a square meter basis for surface preparations which may include sand blasting and/or pressure washing and drying of concrete surface as described in the Schedule of Quantities and Pricing. 3. All materials, are to be recycled and disposed of properly, and the cost shall include any special recycling or disposal fees that may be required to do so.
	03-2	**Rehabilitate concrete by applying mortar materials per specification.** Payment for application and QA testing of cementitious mortar materials and all items under this section will be made on a square meter basis as described in the Schedule of Quantities and Pricing. 1. The work shall not be considered complete until inspected by the Engineer/Owner.
	03-3	**Miscellaneous Concrete Patching** 1. Payment to be an allowance per the Schedule of Quantities and Pricing to cover miscellaneous concrete patching below the Normal WL where minor cracks and damage are observed during the course of the work. Additionally, the allowance is to cover repair of the missing wedge of concrete resulting from mixer blade damage.
46	**WASTEWATER EQUIPMENT**	
		Section 46 43 21 Wastewater Treatment Equipment
	46-1	**Installation of all Six (6) Owner Supplied Gate Valves** ***Removal of Existing Equipment – Incidental*** Please refer to the cut sheets and installation manual from Golden Harvest (represented by Summit Valve) located in Attachment A. The shop drawings will be provided as an addendum during the tendering process. The payment for this section shall be on a lump sum basis per the Schedule of Quantities and Pricing and shall be full compensation for all works necessary to complete the installation of wastewater equipment in accordance with the Contract Documents and as directed by the Contract Administrator.

Div.	Pmt. Item	Payment Item Description
	46-2	**Commissioning of Gate Valves** Payment for commissioning and performance testing shall comply with AWWA C561-21, and shall be paid according to the lump sum for commissioning and allowance for Site Acceptance Testing (SAT) within the Schedule of Quantities and Pricing.
	46-4	**Installation of replacement Mixer and Mast** ***Removal of Existing Equipment – Incidental*** Please refer to the shop drawing located in Attachment A. Note that electrical connection and commissioning must be coordinated with the Owners operators. The payment for this section shall be on a lump sum basis per the Schedule of Quantities and Pricing and shall be full compensation for all works necessary to complete the installation of wastewater equipment in accordance with the Contract Documents and as directed by the Contract Administrator.
	46-5	Any costs for repair to damage of the equipment during installation shall be considered incidental to the work.