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REPORT

City of Langford

Centennial Park Tennis Court Replacement

JULY 2024



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TABLE OF CONTENTS

SECTION	PAGE NO.
Table of Contents	i
1 Invitation to Tender	IT-1
2 Instructions to Tender - Part 1	IT-Part-1
3 Agreement between Owner and Contractor	AGT-1
4 Form of Tender	FT-1
5 Form of Tender – Appendices	FT-APP-1
6 Scope of Work	SW-1
7 Supplement to MMCD	SUP-1

1 INVITATION TO TENDER

City of Langford

Contract: Centennial Park Tennis Court Replacement

Reference No.: 2024-2054-00

The Owner invites tenders for:

The replacement of the exist tennis courts on the southeast corner of Centennial Park. The work includes construction of a new tennis court, including paving, fencing, concrete work, landscaping, site furniture and specialised court surface.



Digital copies of the tender documents are available at no charge on the BC Bid website at www.bcbid.gov.bc.ca.

Tenders are scheduled to close at: **City of Langford**
2nd Floor, 877 Goldstream Ave.
Langford BC V9B 2X8

Tender Closing Time: 2:00pm
Tender Closing Date: August 1, 2024

2 INSTRUCTIONS TO TENDER - PART 1

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

City of Langford

Contract: **Centennial Park Tennis Court Replacement**

- Introduction**
- 1** These Instructions apply to and govern the preparation of tenders for this *Contract*. The *Contract* is generally for the following work:
- 1.1** removals, concrete edge works, paving, fence, and sports court surfacing.
- 1.2** Direct all inquiries regarding the *Contract*, to:
- Yari Nielsen, RFT, Director of Parks, Recreation and Facilities
City of Langford
2nd Floor, 877 Goldstream Ave.
Langford BC V9B 2X8
Email: ynielsen@langford.ca
- Tender Documents**
- 2**
- 2.1** The tender documents which a tenderer should review to prepare a tender consist of all of the *Contract Documents* listed in Schedule 1 entitled "Schedule of Contract Documents". Schedule 1 is attached to the Agreement which is included as part of the tender package. The *Contract Documents* include the Drawings listed in Schedule 2 to the Agreement, entitled "List of Drawings".
- 2.2** A portion of the Contract Documents are included by reference. Copies of these documents have not been included with the tender package. These documents are the Instructions to Tender - 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, refer to GC 2.3.1, for the correct edition of this publication applicable to this *Contract*. All sections of this publication are by reference included in the *Contract Documents*.
- 2.3** Any additional information made available to Tender 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 Tender who must make their own judgment about its reliability, accuracy, or completeness and neither the Owner nor any representative of the Owner gives any guarantee or representation that the additional information is reliable, accurate or complete.
- Submission of Tenders**
- 3**
- 3.1** Tenders must be submitted in a sealed envelope, marked on the outside with the above Contract Title and Reference No., and must be received by the office of:

The City of Langford
2nd Floor – 877 Goldstream Avenue
Langford, BC V9B 2X8

ATTENTION: Yari Nielsen, RFT, Director of Parks, Recreation and Facilities

On or before: **Tender Closing Time: 2:00 PM**
Tender Closing Date: August 1, 2024

Ph: (250) 478-7882
Email: ynielsen@langford.ca

**Additional
Instructions
to Tender**

- 3.2 Late tenders will not be accepted or considered and will be returned unopened.
- 4
- 4.1 Tenders will be opened in public at Langford City Hall. Tenders can be dropped off at the second floor. Bidders can remain for the opening in Council chambers.

As per Instruction to Tender Part II 5.2 bid bonding is required.
- 4.2
- 4.3 The Contractor will be the Prime Contractor for all works within the limits of the site as shown in the Contract Drawing Set. Prior to execution of the Contract Documents, the Contractor will be required to complete and submit a Prime Contractor Designation Form.

3 AGREEMENT BETWEEN OWNER AND CONTRACTOR

(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.)

THIS AGREEMENT made in duplicate this ____ day of _____ 20__.

Contract: Centennial Park Tennis Court Replacement

Reference No. 2024-2054-00

Between: City of Langford
2nd Floor - 877 Goldstream Avenue
Langford, BC V9B 2X8

(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 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 October 31, 2024 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 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 on account of Changes and agreed to Extra Work, approved in accordance with the provisions of the Contract Documents.
- 3.2 The Contract Price shall be the entire compensation owing to the Contractor for the Work and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the Work.

ARTICLE 4 PAYMENT

- 4.1 Subject to applicable legislation and the provisions of the Contract Documents, the Owner shall make payments to the Contractor.
- 4.2 If the Owner fails to make payments to the Contractor as they become due in accordance with the terms of the Contract Documents then interest calculated at 2% per annum over the prime commercial lending rate of the 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 fax, or by pre-paid registered mail to the addresses as set out below:

The Owner:

City of Langford

2nd Floor – 877 Goldstream Avenue

Langford, BC V9B 2X8

ATTENTION: Yari Nielsen, RFT

The Contractor:

Contractor Name

Contractor Address

Contractor City, Prov, PC

ATTENTION:

The Contract Administrator:

Associated Engineering (B.C.) Ltd.

#206 – 1016 McCallum Road

Victoria, BC V9B 4C6

ATTENTION: Scott Etzel, P.Eng., PMP

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 and received by fax; 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 for notice by giving written notice to the other at the address then applicable. Similarly, if the Contract Administrator changes its address for notice then the Owner will give or cause to be given written notice to the Contractor.

6.4 The sender of a notice by fax assumes all risk that the fax will be received properly, and the provisions of paragraph 12.5 of the Instructions to Tenderers apply to the sender.



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:

City of Langford

(FULL LEGAL NAME OF OWNER)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)



SCHEDULE 1

Schedule of Contract Documents

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

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", edition dated Vol. II, 2009 (Platinum Edition) and subsequent revisions. All sections of this publication are included in the Contract Documents.

- 1 Agreement, including all Schedules;
- 2 Supplementary General Conditions; (if any, insert title)
- 3 General Conditions*;
- 4 Supplementary Specifications (if any, insert title)
- 5 Specifications*;
- 6 Supplementary Standard Detail Drawings (if any, insert title);
- 7 Executed Form of Tender, including all Appendices;
- 8 Contract Drawings listed in Schedule 2 to the Agreement - "List of Contract Drawings";
- 9 Instructions to Tenderers - Part I
- 10 Instructions to Tenderers - Part II *
- 11 The following Addenda:

- 12 Scope of Work

SCHEDULE 2**List of Contract Drawings**

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

TITLE	DRAWING NO.	DATE	REVISION NO.
COVER SHEET AND DRAWING TABLE	2054-00-G-001	-	0
REMOVALS AND DEMOLITION	2054-00-C-101	-	0
GENERAL ARRANGEMENT AND GRADING	2054-00-C-102	-	0
COURT LAYOUT AND SURFACING	2054-00-C-103	-	0
SECTIONS - SHEET 1 OF 2	2054-00-C-301	-	0
SECTIONS - SHEET 2 OF 2	2054-00-C-302	-	0
TYPICAL DETAILS	2054-00-C-501	-	0
FENCING DETAILS	2054-00-C-502	-	0

4 FORM OF TENDER

(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.)

Contract: Centennial Park Tennis Court Replacement

Reference No. 2024-2054-00

TO OWNER:

1 WE, THE UNDERSIGNED:

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

(ADDENDA, IF ANY)

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

1.3 have complied with the Instructions to Tenderers; and

2 ACCORDINGLY WE HEREBY OFFER:

2.1 to perform and complete all 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:

October 31, 2024 _____ ; and

(COMPLETION DATE)

2.3 to do the Work for the price, which is the sum of the products of the actual quantities incorporated into the Work and the appropriate unit prices 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.

3 WE CONFIRM:

3.1 that we understand and agree that the quantities as listed in the Schedule of Quantities and Prices are estimated, and that the actual quantities will vary.

4 WE CONFIRM:

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

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.

5 WE AGREE:

5.1 that this tender will be irrevocable and open for acceptance by the Owner for a period of 60 calendar days from the day following the Tender Closing Date and 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:

- a) a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract Price, covering the performance of the Work including the Contractor’s obligations during the Maintenance Period, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the Owner;
- b) a Construction Schedule, as provided by GC 4.6.1;
- c) a “clearance letter” indicating that the tenderer is in WCB compliance; and
- d) a copy of the insurance policies as specified in GC 24 indicating that all such insurance coverage is in place and;

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

5.1.3 sign the Contract Documents as required by GC 2.1.2.

- 6 WE AGREE:
- 6.1 that, if we receive written Notice of Award of this Contract and, contrary to paragraph 5 of this Form of Tender, we:
 - 6.1.1 fail or refuse to deliver the documents as specified by paragraph 5.1.1 of this Form of Tender; or
 - 6.1.2 fail or refuse to commence the Work as required by the Notice to Proceed, then such failure or refusal will be deemed to be a refusal by us to enter into the Contract and the Owner may, on written notice to us, award the Contract to another party. We further agree that, as full compensation on account of damages suffered by the Owner because of such failure or refusal, the Bid Security shall be forfeited to the Owner, in an amount equal to the lesser of:
 - 6.1.3 the face value of the Bid Security; and
 - 6.1.4 the amount by which our Tender Price is less than the amount for which the Owner contracts with another party to perform the Work.

7 OUR ADDRESS is as follows:

Address: _____

Phone: _____
Fax: _____
Attention: _____

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

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)



5 FORM OF TENDER – APPENDICES

Appendix 1

Project: Centennial Park Tennis Court Replacement

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. GST shall be shown separately.)

SUMMARY SHEET

SECTION 01:	General Requirements	\$	
SECTION 03:	Concrete	\$	
SECTION 31:	Earthworks	\$	
SECTION 32:	Roads and Site Improvements	\$	
	TENDER PRICE:	\$	
	(5%) GST:	\$	
	TENDER PRICE PLUS GST:	\$	

Appendix 1

Project: Centennial Park Tennis Court Replacement

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*. *GST* shall be shown separately.)

<i>Item #.</i>	<i>Description</i>	<i>Unit</i>	<i>Qty</i>	<i>Unit Price</i>	<i>Amount</i>
01 General Requirements					
01.00	General Requirements	LS	1		
01.01	Asphalt and concrete cutting and removal	LS	1		
01.02	Removal and Disposal of Existing Fence and Court Accessories	LS	1		
Sub-Total 01					\$
<i>Item #.</i>	<i>Description</i>	<i>Unit</i>	<i>Qty</i>	<i>Unit Price</i>	<i>Amount</i>
03 Concrete					
03.00	Concrete Edge Restraint	m	140		
03.01	Concrete Pad	ea	2		
03.02	Concrete footings for tennis net posts	LS	1		
Sub-Total 03					\$
<i>Item #.</i>	<i>Description</i>	<i>Unit</i>	<i>Qty</i>	<i>Unit Price</i>	<i>Amount</i>
31 Earthworks					
31.00	Site Grading – Non-paved areas	sq.m.	1		
31.01	Subgrade Preparation & Grading - under sports court and entrance	sq.m.	1243		
Sub-Total 31					\$
<i>Item #.</i>	<i>Description</i>	<i>Unit</i>	<i>Qty</i>	<i>Unit Price</i>	<i>Amount</i>
32 Roads and Site Improvements					
32.00	Granular Subbase - 75mm minus, 0.3m past edge of concrete	sq.m.	1260		
32.01	Granular Base - 100mm thick, 0.3m past edge of concrete	sq.m.	1260		
32.02	Hot Mix Asphalt Paving - 50mm thick MMCD Upper Course #2 - Sports Court	sq.m.	1195		
32.03	Surface Restoration	LS	1		
32.04	Sports Court Fencing	m	138		
32.05	Site Furnishings - Benches	ea	4		
32.06	Sport Court Surfacing and Nets	LS	1		
Sub-Total 32					\$

Appendix 2

Project: Centennial Park Tennis Court Replacement

PRELIMINARY CONSTRUCTION SCHEDULE

(SEE PARAGRAPH 5.3.2 OF THE INSTRUCTIONS TO TENDERERS - PART II)

INDICATE SCHEDULE WITH BAR CHART WITH MAJOR ITEM DESCRIPTIONS AND TIME

ACTIVITY	(WEEKLY) CONSTRUCTION SCHEDULE											
	1	2	3	4	5	6	7	8	9	10	11	12



Appendix 3

Project: Centennial Park Tennis Court Replacement

EXPERIENCE OF SUPERINTENDENT

(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: _____



6 SCOPE OF WORK

Project: Centennial Park Tennis Court Replacement
2024-2054-00

The work consists of, but is not necessarily limited to, removal and replacement of the existing tennis court and replacement. Will include supply and installation of material, excavation and backfill, clearing grubbing, grading, compacting, testing, clean-up, specialised sports surface, site furniture, site restoration and all other necessary items to complete the work as indicated on the Contract Drawings.

Sports Surfacing Contractor: The Contractor shall utilise Laykold acrylic sports court surfacing system or approved equivalent. The Contractor shall contract directly for the supply and installation of the court surface as shown on the drawings. Victoria PlayCo is the City’s preferred supplier and installer:

Victoria PlayCo Installations Ltd.
6235 Old East Road
Victoria BC V8Y1R7
250-818-7622
<https://www.victoriaplayco.com>

Note: All existing service locations must be confirmed before construction, with any conflicts reported to the engineer. The methods of payment in this Scope of Work supersede the methods of payment in MMCD.

THE METHODS OF PAYMENT IN THIS SCOPE OF WORK SUPERSEDE THE METHODS OF PAYMENT IN MMCD.

01	GENERAL REQUIREMENTS
01.00	<p><u>General requirements:</u> includes mobilization and demobilization; traffic control; erosion and sediment control; site safety and security; temporary facilities; coordination with City of Langford personnel; tree protection, management of sub-contractors; and any part of the work not explicitly included in other items.</p> <p>Payment will be by lump sum and paid on a pro rata basis.</p>
01.01	<p><u>Asphalt and concrete cutting and removal:</u> Includes the removal and off-site disposal of asphalt and concrete per MMCD 32 01 16.7, including concrete fence post and net post footings.</p> <p>Payment will be by Lump Sum.</p>
01.02	<p><u>Removal and Disposal of Existing Fence and Court Accessories</u> Includes the removal and disposal of all existing fences, gates, court netting and posts, benches, and any other court accessories.</p> <p>Payment will be by Lump Sum</p>

03	CONCRETE
03.00	<p><u>Concrete Edge Restraint:</u> Includes all labour and material to construct the cast-in-place concrete edge restraints as shown on the contract drawings. Including all formwork, surface prep, base gravel and coordination with fence post footings, connection, and finishing. Concrete shall conform to MMCD section 03 30 20. Concrete is to meet Langford’s low – carbon concrete policy in accordance with City of Langford (CoL) Policy No: POL-0167-PLAN.</p> <p>Payment for Concrete Edge Restraint shall be per metre of restraint installed.</p>
03.01	<p><u>Concrete Pads:</u> Includes all labour and material to construct the cast-in-place concrete entrance pads as shown on the contract drawings. Including all pad formwork, surface prep, base gravel, reinforcing and coordination with fence post footings, connection, and finishing. Concrete shall conform to MMCD section 03 30 20 and standard drawing C2. Concrete is to meet Langford’s low – carbon concrete policy in accordance with City of Langford (CoL) Policy No: POL-0167-PLAN.</p> <p>Payment for Concrete Pad shall be per square metre installed.</p>
03.02	<p><u>Concrete footings for tennis net posts:</u> Includes supply and installation of footings for Tennis Nets including removeable net posts. Includes all labour, equipment and materials required to install concrete footings to support tennis nets per the manufacturer’s specifications, including all testing and engineering. Includes subcontracting, shop drawings by sport equipment supplier and coordination with sport equipment supplier to install net post sleeves.</p> <p>Payment to be by lump sum on a pro-rata basis.</p>
31	EARTHWORKS
31.00	<p><u>Site Grading - Non-Paved Areas:</u> Includes all labour and materials required to grade the non-paved site to subgrade as shown on the drawings and as per MMCD Section 31 22 01.</p> <p>Payment will be per square metre of area graded, as shown on the drawings and is to include all topsoil, seed and cart path gravel required to restore the adjacent . Additional grading beyond this area will not be paid unless previously approved by the Contract Administrator.</p>
31.01	<p><u>Subgrade Preparation & Grading - under sports court, and entrance:</u> Includes all labour and materials required to grade and compact the sports court and entrance concrete areas to subgrade as shown on the drawings and as per MMCD Section 31 24 13.</p> <p>Payment will be per square metre of area graded, as shown on the drawings.</p>



32	ROADS AND SITE IMPROVEMENTS
32.00	<p><u>Granular Subbase - 75mm minus:</u> Includes the supply, placement, compaction and testing of crushed granular road subbase gravel as per MMCD 32 11 16.1 and Section 31 05 17 2.9 to the thicknesses and at the locations shown on the drawings. Note that surplus in-situ pit run gravel, excavated for footings or tree installation, may be used in lieu of crushed granular road subbase gravel under the parking area or pathway, upon approval by the Contract Administrator.</p> <p>Payment will be per tonne of gravel and measured by weigh slips and separately calculated with the Contract Administrator for re-use of in-situ material.</p>
32.01	<p><u>Granular Base - 100mm thick:</u> Includes the supply, placement, compaction and testing of 150mm thickness crushed granular road base gravel as per MMCD 32 11 23 and Section 31 05 17 2.10 and at the locations shown on the drawings.</p> <p>Payment will be per square metre of gravel placed.</p>
32.02	<p><u>Hot Mix Asphalt Paving - 50mm thick - Sports Court:</u> Includes the supply, placement, compaction and testing of minimum 50mm thickness of Upper Course #2 asphalt concrete as per the supplemental specifications and MMCD 32 12 16 under the proposed sports court as shown on the drawings.</p> <p>Payment will be per square metre of asphalt placed.</p>
32.03	<p><u>Surface Restoration:</u> Includes topsoil, grass seed and gravel at the locations shown on the drawings and as per MMCD. Includes the; supply, placement and on-site handling of topsoil, supply, and application of grass seed by mechanical dry seeding or hand seeding, application of fertilizers finish grading and maintenance to meet Conditions of Total Performance, and as per MMCD Section 32 92 20. Includes supply, placement, grading and compaction of cart path gravel and base gravel as required.</p> <p>Payment for surface restoration will be per square metre based on the contract drawings. Areas of blending into existing landscaping will not be measured. Area's stripped or impacted beyond what is shown on the drawings shall be restored at the Contractors expense.</p>
32.04	<p><u>Sports Court Fencing:</u> Includes all labour and materials for supply and installation of 3m (10ft) high black chain link fencing including required footings (as designed by fencing supplier), gates and closures, per MMCD 32 31 13 and as shown on the drawings.</p> <p>Payment for fencing shall be by linear metre, including gates.</p>
32.05	<p><u>Site Furnishings – Benches:</u> Includes all labour, equipment, engineering, and materials to supply and install new benches shown on the drawings. Includes concrete footing and or pads required for support.</p> <p>Payment to be per each bench supplied and installed.</p>

32.06	<p><u>Sports Court Surfacing and Nets</u> : Includes all labour, equipment, and materials to supply and install the City's preferred product (Laykold acrylic sports court surfacing system). Includes surface colour as per contract documents. Also includes supply and installation of new tennis nets and posts, as supplied by the Sports Surfacing contractor.</p> <p>Payment to be by lump sum on a pro-rata basis.</p>
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7 SUPPLEMENT TO MMCD

Project: Centennial Park Tennis Court Replacement

Supplementary to MMCD 2019 and Subsequent Supplementary Updates

Refer to City of Langford Bylaw 1000

SUPPLEMENT TO INSTRUCTIONS TO TENDER - PART II

Add Clause: 5.3.6 Appendix 6 – A complete list of labour classifications and equipment, along with their rates, that may be used during force account work.

SUPPLEMENT TO FORM OF TENDER

Add: Appendix 1 Supplement to the Form of Tender
The method of payment in schedules of Quantities and prices take precedence over the method of payment listed in the MMCD specifications.

SUPPLEMENTARY GENERAL CONDITIONS

Add Section:

3.7 Project Meetings

- 3.7.1 Preconstruction Meeting: Prior to the start of construction, a preconstruction meeting will be held to introduce all parties involved in the project, confirm the appointment of official representatives of participants and finalize project start up and scheduling. Other project specific items will be discussed.
- 3.7.2 Progress Meetings: During the preconstruction meeting or through correspondence, the Contractor will be notified of the schedule and location of regular progress meeting. The meetings should be attended by a representative of the Contractor qualified and authorized to act on behalf of the Contractor.
- 3.7.3 Meeting minutes will be recorded and distributed by the Contract Administrator.

4.11 Subcontractors

Add: 4.11.1 Add the following to GC4.11.1: “The Contractor shall be the person responsible for payment certification under S.7 of the Builders Lien Act.”

9.4 Quantity Variations

Add: 9.4.1 Add to the end of this paragraph the following “Revisions to unit or lump sum prices will only be considered if the as tendered or final total of the item being considered constitutes 15% or more of the section of the Schedule of Quantities and Prices in which it appears.”

10.1 Force Account Costs

Change: 10.1.1(2)(a) Substitute the phrase "Approved Equipment Rental Rate Guide" ..." with "Appendix 6 of the Form of Tender."

21.2 Contractor is "Prime Contractor"

21.2.1 Replace the phrase "Substantial Performance" with "Total Performance".

24.1 Required Insurance

24.1.1(3) Revise last sentence to read "coverage to include the owner and Associated Engineering (BC) Ltd. as additional insured."

25.1 Correction of Defects

Add Clause:

25.1.4 In the event that this work, in the opinion of the Owner, must be done immediately to restore service to the public or to prevent further damage, injury, or loss of life, the Owner may perform or cause to be performed, the necessary work and shall notify the Contractor accordingly. Work required under the maintenance period shall, except as otherwise provided herein for emergencies, be carried out by the Contractor or his representative within ten (10) days of the Owner's or the Owner's authorized representative's written instruction to perform the work. In the event that this work is not done by the Contractor within the ten (10) day period, the Owner may take whatever action is necessary to have the work done.

In the event that emergency repairs are required, the Owner will undertake to make such repairs as it deems necessary and will notify the Contractor as soon thereafter as possible. All costs for these repairs shall be borne by the Contractor. In some cases, it may be necessary for the Contractor to make final permanent repairs at his own cost.

All costs resulting from the necessity to do work under the warranty requirement, whether it be done by the Contractor, his representative, or the Owner, as provided herein, shall be borne by the Contractor. The Contractor shall, in addition, be liable to the Owner for all expenses, losses, or damages incurred by the Owner as a result of such faulty materials and defective workmanship or as a result of the Contractor's failure to meet the maintenance period requirements as specified herein, including, but without limiting the generality hereof, all costs of engineering, inspection, and testing work.

SUPPLEMENTARY SPECIFICATIONS

31 05 17		Aggregates and Granular Materials																			
	2.10	Granular Base	<p>Add 2.10.3 as follows:</p> <p>.3 Granular Base material under the Sports Court to be 19 mm crushed gravel conforming to following gradations:</p> <table border="1"> <thead> <tr> <th>Sieve Designation (mm)</th> <th>% Passing</th> </tr> </thead> <tbody> <tr> <td>19.0</td> <td>100</td> </tr> <tr> <td>12.5</td> <td>80 - 100</td> </tr> <tr> <td>9.5</td> <td>58 - 92</td> </tr> <tr> <td>4.75</td> <td>45 - 70</td> </tr> <tr> <td>2.36</td> <td>25 - 55</td> </tr> <tr> <td>0.60</td> <td>5 - 20</td> </tr> <tr> <td>0.30</td> <td>5 - 16</td> </tr> <tr> <td>0.075</td> <td>0 - 5</td> </tr> </tbody> </table>	Sieve Designation (mm)	% Passing	19.0	100	12.5	80 - 100	9.5	58 - 92	4.75	45 - 70	2.36	25 - 55	0.60	5 - 20	0.30	5 - 16	0.075	0 - 5
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32 12 16		Hot Mix Asphalt Concrete Paving																			
	1.3	Material Certification	<p>Add 1.3.2 as follows:</p> <p>.2 Marshall testing will be required for sports court asphalt.</p>																		
	1.3	Material Certification	<p>Add 1.3.3 as follows:</p> <p>.3 The Contractor is to employ an independent geotechnical engineer to take in-situ testing. Testing locations are to be determined in cooperation with the Contract Administrator. Repair sample area as per new work. Costs for these repairs are the sole expense of the Contractor.</p>																		
	1.3	Material Certification	<p>Add 1.3.4 as follows:</p> <p>.4 Submit to the Contract Administrator, within five (5) working days of the conclusion of the asphalt concrete paving work and the completed installation of all sport fitments within the asphalt, a topographical survey of the asphalted areas. Survey points are to be taken over a 4-metre grid plus a line of points every four metres along the multi-sport court. The survey is to be completed by a professional surveyor. The Contractor is responsible for the cost of the survey. The Contract Administrator's surveyor, may be retained to complete this work.</p>																		

	2.1	Materials	Add the following to 2.1.2: RAP is not permitted in mix for Sport Court asphalt.
	3.10	Finished Tolerances	Add 3.10.5 as follows: .5 In the presence of the Contract Administrator and an Owner provided third party reviewer for sport court surfacing, the Contractor is to confirm that the planarity requirements for these asphalt surfaces meet the requirements of 6mm or less of deformity under a 4000mm straight edge in any direction, and 3mm or less of deformity under a 1000mm straight edge in any direction, at all tested locations. In addition, there is to be a flood test conducted on both surfaces by the Contractor. The flood test must confirm that there was complete drainage off all asphalt and concrete surfaces with the exception of 20 minutes after the flooding there may be areas containing bird baths no greater than 2mm in depth. Any repairs required for areas out-of-tolerance by more than 10mm must be re-flood tested and also checked with the appropriate straight edge to confirm the repairs meet the requirements of the specifications.
32 31 13		Chain Link Fences and Gates	
	1.3	Shop Drawings	Revise 1.3.1 as follows: .1 Shop drawings are required for all fencing and gates.
			Add 2.1.1.1 .1All fencing and gate are to be Black. All posts and metal parts are to be Black Powder Coated and mesh is to be Black Vinyl coated chain link.
Add new section 32 33 00 as follows:			
32 33 00		Site Furnishings	
1.0		GENERAL	
	1.1	Description	.1 Section 32 33 00 refers to those portions of the Work that are unique to the removal and installation of site furnishings including benches and other furnishings.
	1.2	Related Requirements	.1 All contract documents form an integral part of this section.
	1.4	Action and Informational Submittals	.1 Provide in accordance with Section 01 33 00 - Submittal Procedures.

	1.4	Action and Informational Submittals	.2 Product Data: .1 Provide manufacturer's instructions, printed product literature and data sheets for furniture and include product characteristics, performance criteria, physical size, finish and limitations.
	1.4	Action and Informational Submittals	.3 Shop Drawings: .1 Submit shop drawings indicating dimensions, sizes, assembly, anchorage and installation details for each furnishing specified.
	1.5	Closeout Submittals	.1 Provide maintenance data for care and cleaning of site furnishings.
	1.6	Delivery, Storage and Handling	.1 Deliver, store and handle materials in accordance with manufacturer's written instructions.
	1.6	Delivery, Storage and Handling	.2 Delivery and Acceptance Requirements: deliver materials to site in original factory packaging, labelled with manufacturer's name and address.
	1.6	Delivery, Storage and Handling	.3 Storage and Handling Requirements: .1 Store materials in accordance with manufacturer's recommendations in clean, dry, well-ventilated area. .2 Store and protect furnishings from nicks, scratches, and blemishes. .3 Replace defective or damaged materials with new.
2.0		PRODUCTS	
	2.1	Bench	.1 Manufacturer: U-line
	2.1	Bench	.2 Series: Metal Bench without Back – 6'
	2.1	Bench	.3 Finish: Powder-coated orange bench top with black powder-coated legs.
3.0		EXECUTION	

	3.1	Examination	<p>.1 Verification of Conditions: verify that conditions of substrate previously installed under other Sections or Contracts are acceptable for exterior site furnishing installation in accordance with manufacturer's written instructions.</p> <p>.1 Inform Contract Administrator of unacceptable conditions immediately upon discovery.</p> <p>.2 Proceed with installation only after unacceptable conditions have been remedied and after receipt of written approval to proceed from Contract Administrator.</p>
	3.2	Preparation	.1 Locate and protect utility lines.
	3.2	Preparation	.2 Notify and acquire written acknowledgement from utility authorities before beginning installation work.
	3.3	Installation	.1 Assemble furnishings in accordance with manufacturer's written recommendations.
	3.3	Installation	.2 Install furnishing true, plumb, anchored and firmly supported as per Contract Drawings and in accordance with manufacturer's written instructions.
	3.3	Installation	.3 Anchor securely in place.
	3.3	Installation	.4 Touch-up damaged finishes to approval of manufacturer and Contract Administrator.
	3.3	Installation	.5 Remove and replace damaged components that cannot be successfully repaired as determined by Contract Administrator.
	3.4	Cleaning	<p>.1 Progress Cleaning: clean in accordance with Section 01 74 11- Cleaning.</p> <p>.1 Leave Work area clean at end of each day.</p>
	3.4	Cleaning	.2 Final Cleaning: upon completion remove surplus materials, rubbish, tools and equipment in accordance with Section 01 74 11- Cleaning.
	3.5	Protection	.1 Protect installed products and components from damage during construction.
	3.5	Protection	.2 Repair damage to adjacent materials caused by site furnishings installation.

Add new section 32 33 01 as follows:			
32 33 00		Sports Court Surfacing	
1.0		GENERAL	
	1.1	Description	.1 Section 32 33 00 refers to those portions of the Work that are unique to the installation of sports court surfacing.
	1.2	Related Requirements	.1 All contract documents form an integral part of this section.
	1.3	Reference Standards	.1 Laykold product web site: Laykold – Sport Group Technical Hub (sportgroup-techhub.com)
	1.4	Action and Informational Submittals	.1 Provide in accordance with Section 01 33 00 - Submittal Procedures.
	1.4	Action and Informational Submittals	.2 Product Data: .1 Provide manufacturer's instructions, printed product literature and data sheets for furniture and include product characteristics, performance criteria, physical size, finish and limitations.
	1.5	Closeout Submittals	.1 Provide maintenance data for care and cleaning of site furnishings.
	1.6	Delivery, Storage and Handling	.1 Deliver, store and handle materials in accordance with manufacturer's written instructions.
	1.6	Delivery, Storage and Handling	.2 Delivery and Acceptance Requirements: deliver materials to site in original factory packaging, labelled with manufacturer's name and address.
	1.6	Delivery, Storage and Handling	.3 Storage and Handling Requirements: .1 Store materials in accordance with manufacturer's recommendations in clean, dry, well-ventilated area. .2 Store and protect materials from damage or theft. .3 Replace defective or damaged materials with new.
2.0		PRODUCTS	
	2.2	Surface	.1 System: Laykold acrylic sports court surfacing
	2.2	Surface	.2 Coat: Minimum 4 coats
	2.2	Surface	.3 Preferred supplier and installer: Victoria PlayCo Installations Inc.
3.0		EXECUTION	

	3.1	Examination	.1 Asphalt surface must cure a minimum 14 days prior to application of the sport surface, as per manufacture's specifications
	3.1	Examination	.2 Prior to application, an inspection by the installer accepting the surface must be completed. With a written confirmation of acceptance.
	3.3	Installation	.1 Apply by squeegee two (2) base coats of acrylic resurface with #50 silica sand over the entire surface as per manufacturer's specifications
	3.3	Installation	.2 Inspect entire court surface and remove any ridges and ensure surface is clean
	3.3	Installation	.3 Apply by squeegee, two (2) coloured topcoats with #80 silica sand as per manufacture's specification
	3.3	Installation	.4 All colour and line work should be as shown in the Contract Drawings.
	3.4	Cleaning	.1 Progress Cleaning: clean in accordance with Section 01 74 11- Cleaning. .1 Leave Work area clean at end of each day.
	3.4	Cleaning	.2 Final Cleaning: upon completion remove surplus materials, rubbish, tools and equipment in accordance with Section 01 74 11- Cleaning.
	3.5	Protection	.1 Protect installed products and components from damage during construction.
	3.5	Protection	.2 Repair damage to adjacent materials caused by surface installation.
32 91 21	Topsoil and Finished Grading		
	1.0	General	Revise 1.0.2 as follows: .2 This section is based on the "Canadian Landscape Standard" published by the Canadian Society of Landscape Architects and the B.C. Nursery Trades Association. This standard is intended to set a level of quality which is to be equally or bettered in the construction documents for each project.
	1.2	References	Revise 1.2.1 as follows: .1 Canadian Landscape Standard.

32 92 21		Seeding	
	1.0	General	<p>Revise 1.0.2 as follows:</p> <p>.2 This section is based on the "Canadian Landscape Standard" published by the Canadian Society of Landscape Architects and the B.C. Nursery Trades Association. This standard is intended to set a level of quality which is to be equally or bettered in the construction documents for each project.</p>
	1.2	References	<p>Revise 1.2.1 as follows:</p> <p>.1 Canadian Landscape Standard.</p>
	2.1	Grass Seed	<p>Replace 2.1.2 as follows:</p> <p>.2 Seed mixture to be Integrity Low Maintenance Mix, Integrity Sales - (250) 544-2072</p>
	3.1	Finished Grade Preparation	<p>Add 3.1.6 as follows:</p> <p>.6 Top-dress turf areas adjacent to disturbed turf with 30 mm growing medium, rake edges to smooth into undisturbed turf and overseed.</p>

