



City of Langford Veterans Memorial Park Expansion

Negotiated Request for Proposals No.:	CON26-0063
Date of Issued:	March 12, 2026
Proponent Inquiry Deadline:	March 27, 2026
Closing Time:	2:00PM PST
Closing Date:	April 2, 2026
Deliver To:	2nd Floor, 877 Goldstream Avenue Victoria, BC V9B 2X8 Documents to be dropped off to the Engineering front desk. Go to 2nd floor door and ring doorbell to deliver. Engineering front desk (250-474-0068)
Project Representative:	Brad Ormiston, ISL Engineering and Land Services

TABLE OF CONTENTS

DEFINITIONS	3
PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS.....	4
1.1 Invitation to Proponents	4
1.2 Project Representative.....	4
1.3 Type of Contract for Deliverables	5
1.4 NRFP Timeline	5
1.5 Mandatory Pre-Proposal Meeting.....	5
1.6 Submission of Proposals.....	6
PART 2 – EVALUATION PROCESS AND CRITERIA.....	8
2.1 Evaluation Process	8
2.2 Evaluation Criteria	8
PART 3 – SUBMISSION REQUIREMENTS.....	10
3.1 Consent of Surety.....	10
3.2 Submission Form	10
3.3 Relevant Experience.....	10
3.4 Project Plan	11
3.5 Project Team	12
The Proponent shall provide hourly rates for all personnel and equipment in accordance with the MMCD General Conditions governing Force Account work.....	12
3.6 Proposal Price.....	12
PART 4 – TERMS AND CONDITIONS OF THE NRFP PROCESS.....	13
4.1 General Information and Instructions.....	13
4.2 Communication after Issuance of NRFP.....	15
4.3 Notification and Debriefing.....	16
4.4 Conflict of Interest and Prohibited Conduct	16
4.5 Confidential Information.....	18
4.6 Procurement Process Non-Binding	18
4.7 Governing Law and Interpretation.....	19
4.8 City Discretion	19

DEFINITIONS

Words and phrases used in this *Negotiated Request for Proposal (NRFP)*, appendices, schedules, and/or any addenda are outlined below in Table 1.

TABLE 1

Term	Definition
Addendum or Addenda	Change(s) to this <i>NRFP</i> communicated pursuant to this <i>NRFP</i>
Agreement	An <i>Agreement(s)</i> between the <i>City</i> and the <i>Proponent(s)</i> for the <i>Work</i> identified in this <i>NRFP</i> and all attached Appendices and Schedules. Any <i>Agreement</i> entered into by the <i>City</i> and the <i>Preferred Proponent</i> will be as negotiated between the two parties.
City	The City of Langford
Owner	The City of Langford as defined in the MMCD Contract Documents.
Contracting Services	At a minimum, the services described in Schedule 1 of the <i>Agreement</i> .
Deliverables	As described in Part 3 of this <i>NRFP</i> .
Evaluation Committee	A committee of <i>City</i> personnel and, at the <i>City's</i> discretion, one or more third parties who will evaluate the <i>Proposals</i> .
MMCD	Master Municipal Construction Documents Association 2019
NRFP	Negotiated Request for <i>Proposal</i> .
Place of the Work	As described in MMCD GC 1.53
Preferred Proponent	The <i>Proponent</i> , if any, selected by the <i>City</i> to negotiate an <i>Agreement</i> for the Contracting Services
Project Representative	Brad Ormiston, ISL Engineering and Land Services
Proponent	Any legal entity, including a person, company firm, or consortium, which submits a <i>Proposal</i> .
Proposal	A <i>Proponent's</i> submission pursuant to this <i>NRFP</i> .

Term	Definition
Proposal Price	As per this <i>NRFP</i>
Submission Requirements	Requirements set out in Part 3 that should be included in a <i>Proposal</i> .
Work	As per MMCD, GC 1.77.

[End of Definitions]

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This NRFP is an invitation by the City to prospective Proponents to submit Proposals for the Veterans Memorial Park Expansion. The City of Langford is undertaking this project to enhance and expand existing park amenities and supporting infrastructure within an active urban environment. The Work generally includes, without limitation, site preparation and removals; construction of a new parking lot; roadway improvements to Aldwynd Road and adjacent frontages, including curb, gutter, sidewalk, driveway crossings, and pavement markings; installation of storm drainage infrastructure such as catch basins and vertical seepage pits; coordination and connection of sanitary and water services for a future washroom facility; installation of electrical servicing including a service kiosk, site lighting, receptacles, and power provisions; construction of pedestrian plazas, pathways, and other hardscape areas using precast concrete pavers and cast-in-place concrete; installation of site furnishings; implementation of a new irrigation system; and completion of landscape works including lawns, planting beds, and tree planting. The Work also includes traffic management, environmental protection measures, coordination with utilities and third parties, and all labour, materials, equipment, supervision, and incidental items required to achieve Substantial Performance in accordance with the Contract Documents.

The City has commissioned a design for the works which is to be used by proponents in determining their *Proposal* to complete this work.

1.2 Project Representative

The Project Representative is the only authorized contact person for the City on behalf of this NRFP. For the purposes of this procurement process, the Project Representative will be:

Brad Ormiston, ISL Engineering and Land Services

Please direct all inquiries to bormiston@islengineering.com with the subject line “VMP NRFP Questions”

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected officials or other representatives of the City, concerning matters regarding this NRFP. Failure to adhere to this rule may result in the disqualification of the Proponent and the rejection of the Proposal.

1.3 Type of Contract for Deliverables

The Preferred Proponent will be requested to enter into direct contract negotiations to finalize an Agreement with the City for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the City and the Preferred Proponent. The *Proponent* must consider each of the documents outlined in the “Schedule of Contract Documents” contained in the *MMCD Agreement* (Schedule 1 of Appendix A) when preparing their *Proposal*. It is the *City’s* intention to enter into an *Agreement* with only one (1) legal entity.

If the Preferred Proponent and the City are not able to successfully negotiate, the City reserves the right to enter negotiations with other qualified Proponents.

1.4 NRFP Timeline

The NRFP timeline shown in Table 2 is tentative only and may be changed by the City at any time.

TABLE 2

Date of Issue of NRFP:	March 12, 2026
Pre-proposal Meeting and Site Visit:	March 19, 2026 at 10:00 AM PST at the place of work
Proponent Inquiry Deadline:	March 25, 2026 at 2:00 PM PST
Deadline for Issuing Addenda:	March 30, 2026
Closing Date:	April 2, 2026
Selection of Preferred Proponent(s):	April 13, 2026
Anticipated Execution of Agreement:	April 20, 2026

1.5 Mandatory Pre-Proposal Meeting

The **mandatory** pre-proposal meeting will be held onsite on Thursday, March 19, 2026 at 10:00am PST. Meet at 679 Goldstream Ave in the gravel parking area (i.e. former Masonic Hall).



Please RSVP to Brad Ormiston (bormiston@islengineering.com).

1.6 Submission of Proposals

1.6.1 GENERAL

Before submitting Proposals, Proponents must satisfy themselves about the nature and location of the work, local conditions, the professional services, equipment, technology and facilities needed for the execution of the work, and all other factors that might have a bearing on their Proposal. Proponents are fully responsible for obtaining all information required for the preparation of Proposals and the execution of the work.

1.6.2 LOCATION

Proposals must be delivered in person or by courier to the City of Langford Engineering department marked as follows:

ATTENTION: **Yari Nielsen**, 2nd Floor, 877 Goldstream Avenue Victoria, BC V9B 2X8

REGARDING: NRFP # CON26-0063 Veterans Memorial Park Expansion

Documents to be dropped off to the Engineering front desk. Go to 2nd floor door and ring doorbell to deliver. Engineering front desk (250-474-0068).

1.6.3 PROPOSALS TO BE SUBMITTED ON TIME

Proposals must be submitted at the location set out above on or before the Closing Date and Closing Time. Proposals submitted after the Closing Date and Closing Time will be rejected.

1.6.4 PROPOSALS TO BE SUBMITTED IN PRESCRIBED FORMAT

Proponents should follow the Proposal criteria as described in Part 2 – Evaluation Process and Criteria. A description of the Proposal criteria can be found in Part 3 – Submission Requirements. Proponents must submit four (4) complete hard copies and one digital (USB key) copy containing the proposal in .pdf format of both Envelope A and Envelope B. Envelope A and Envelope B are to be submitted on separate USB Keys and in separate sealed envelopes. The contents of each envelope are described in Table 3.

TABLE 3

ENVELOPE A	Envelope B
Submission Form	Pricing
Relevant Experience	
Project Plan	
Project Team	

Proponents who do not submit the Proposed Price in a separate envelope may be disqualified at the City's discretion.

1.6.5 WITHDRAWAL OF PROPOSALS

At any time throughout the NRFP process until the execution of a written agreement for provision of the Deliverables, a Proponent may withdraw a submitted Proposal. To withdraw a Proposal a notice of withdrawal must be sent to the Project Representative and must be signed by an authorized representative of the Proponent.

[End of Part 1]

PART 2 – EVALUATION PROCESS AND CRITERIA

The City will conduct the evaluation of Proposals and negotiations based on the following.

2.1 Evaluation Process

- a) The City, in its absolute and sole discretion, and according to its own judgment of its best interest, having regard for the greatest value that can be obtained on overall quality, service, and price, reserves the full right to reject any or all Proposals or alternative Proposals for any reason whatsoever and continue its evaluation of one or more of the other Proposals.
- b) The City retains a separate right to waive irregularities of a minor or technical nature. This right does not, in any way, waive the requirement of the Proponents to submit a Proposal in proper form as required by the NRFP.
- c) The City may utilize the input and opinions of any third parties as it is deemed appropriate in its absolute discretion to assist the City in its evaluation of the Proposal.
- d) Throughout the evaluation of the Proposals, the City, in its sole discretion, may request additional written clarifications and or supplemental information from selected Proponents, as it deems appropriate, to more thoroughly evaluate the Proposals.

2.2 Evaluation Criteria

- a) The evaluation team will review and score criteria below.
- b) Individual Proponent scores will be multiplied against the maximum point value for each point criterion outlined in Table 4.

TABLE 4

Criterion (#)	Rated Criteria Category	Max Point Value	Minimum Threshold
3.2	Submission Form	Pass/Fail	Pass
3.3	Relevant Experience	15	50 out of 70
3.4	Project Plan (including detailed schedule)	45	
3.5	Project Team	10	
3.6	Pricing	30	No minimum
	Total Points	100	

- c) Minimum threshold must be met prior to proceeding to the Pricing evaluation stage.
- d) The individual criterion score for the Proposal Price will be based on the following formula:

$$\text{Score} = \frac{\text{Low Proposal Price}}{\text{Submission Proposal Price}} \times \text{Maximum Point Value for Proposal Price}$$

- e) The Proponent that has the highest overall score will be noted as the Preferred Proponent and may be asked to enter into negotiations with the City. The decision of the City in all matters relating to the evaluation of a Proposal will be final.
- f) The MMCD Agreement between Owner and Proponent attached as Appendix "A" of this NRFP will form the basis of a negotiated Agreement between the City and the Preferred Proponent.
- g) In the event that a single Proposal is received, the City reserves the unfettered right to determine the next step, which may include but not be limited to collapsing or re-issuing this NRFP, negotiate with the sole Proponent, or pursue a different selection process altogether.

[End of Part 2]

PART 3 – SUBMISSION REQUIREMENTS

This section outlines the information the Proponent is to provide in its Proposal. The Proponent’s Proposal submission should be organized as outlined below. This structure will facilitate the City’s evaluation.

Failure to provide all the information may result in the City deciding to exclude the Proposal from the evaluation process.

3.1 Consent of Surety

A pre-condition of award also includes the following documents:

TABLE 5

DELIVERABLE	TIMING
Proof of Insurance	Prior to Award of Contract
Proof of Bonding	Prior to Award of Contract

3.2 Submission Form

Complete and include in the Proposal all information in Appendix B – Submission Form signed by an authorized representative of the Proponent.

3.3 Relevant Experience

Outline the Proponent’s relevant experience over the past ten (10) years in roadworks, park construction, parking lot construction, underground utility installations, and paving stone installation. For each project submitted, provide a clear description of the scope of work and explain how it is comparable and relevant to the Work described in this NRFP. The Proponent must demonstrate experience delivering public space construction projects valued over \$1 million, including underground utilities, parking lots, park amenities, landscaping, irrigation systems, roadway improvements, and installation of precast or interlocking concrete paving stones.

Detail the project challenges and how they were managed. Include: Project, Capital Cost, Project Role, Start and End, Owner and Contact Name, Project Manager, Superintendent, Consultant and Contact Name. Provide client/Owner references with contact names, email addresses and telephone numbers for each of the above projects. References may be contacted during the Proposal evaluation.

Proponents may submit up to a maximum of five (5) separate relevant corporate project sheets with the Proposal submission.

3.4 Project Plan

Demonstrate to the City that the Proponent can visualize what they are going to do and that they understand the Work. The Project Plan must demonstrate how the Proponent will meet the City's requirements within the known project constraints and expectations outlined in this NRFP. Provide a definitive synopsis of the Work and approach that will be taken to complete this project that includes all major Work items that are required throughout the project. Describe how your organization will work with and support the City in meeting their sustainability targets.

Include a Substantial Performance date for the project. The City requires that Substantial Performance of the Work be achieved and the park be open to the public prior to August 14, 2026.

The Project Plan must include, at a minimum, the following:

- A clear description of proposed construction staging and sequencing, including how the Work will be phased to maintain site operations and public access where required.
- Identification of proposed material laydown areas, equipment storage locations, and site office facilities, including how these areas will be secured and managed.
- A detailed construction schedule showing major activities, milestones, critical path items, and the proposed Substantial Performance date.
- A communication plan outlining how the Proponent will coordinate with the City, Contract Administrator, emergency services, transit providers, adjacent residents, businesses, and other stakeholders.
- A traffic management strategy that addresses the needs of all users, including emergency vehicles, transit, pedestrians, cyclists, commercial vehicles, and tourism-related traffic.
- Environmental protection measures, including erosion and sediment control, spill response, and compliance with applicable regulations.
- Health and safety procedures, quality assurance and quality control (QA/QC) programs, inspection processes, and defined hold points for critical work activities.
- Identification of the primary schedule risks associated with this project, along with detailed, proactive mitigation strategies to ensure achievement of the required Substantial Performance date. The Proponent must also explain how any schedule acceleration or recovery measures will be implemented without compromising quality, safety, environmental compliance, or the long-term durability and performance of the Work.

Each Proponent should provide details for construction timelines, showing milestones including all stages of construction and underground infrastructure installation to meet the contractual Substantial Performance date outlined in the Form of Agreement (Appendix A). Each Proponent should also provide lead times on equipment or material delivery.

Proponent to provide details of any innovations, processes or systems to be used to ensure compliance with schedules and budgets for the project.

3.5 Project Team

Provide information on the entire Project Team, including but not limited to the Project Manager, the Superintendent and all Subcontractors. Include all Subcontractors and their relevant roles to be engaged by the Proponent for the completion of the Work. Identify the project lead person for each Subcontractor.

Demonstrate how the Project Team's experience is relevant to the project scope.

Identify additional training and experience of the Project Team. Proponents may submit separate corporate resume sheets for the Project Team with the Proposal submission.

Demonstrate how the Project Manager, Superintendent and Subcontractors are to be utilized by the Proponent for the duration of the Work.

The Proponent shall provide hourly rates for all personnel and equipment in accordance with the MMCD General Conditions governing Force Account work.

3.6 Proposal Price

Proposal Price is to be submitted as a separate document by completing the MMCD Schedule of Quantities and Prices which is provided with this RFP as a separate document.

Important Notes

Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for GST and PST, which should be itemized separately.

Rates quoted by the Proponent must be all-inclusive and must include all labour, equipment and material costs included in or required for the Work, including all items which, while not specifically listed in the Schedule of Quantities and Prices, are included in the Work specifically or by necessary inference from the Contract Documents.

Rates quoted by the Proponent must be all-inclusive and must include all travel and carriage costs, all insurance costs, CPP and all employee benefits and the Workers Compensation Act, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

[End of Part 3]

PART 4 – TERMS AND CONDITIONS OF THE NRFP PROCESS

4.1 General Information and Instructions

4.1.1 PROPONENTS TO FOLLOW INSTRUCTIONS

Proponents should structure their Proposals in accordance with the instructions in this NRFP. Where information is requested in this NRFP, any response made in a Proposal should reference the applicable section numbers of this NRFP.

Proposals should clearly identify the Proponent and whether it is an individual, a corporation, a partnership, or a consortium, including the legal entity that will execute an Agreement.

4.1.2 PROPOSALS IN ENGLISH

All Proposals are to be in English only.

4.1.3 NO INCORPORATION BY REFERENCE

The entire content of the Proponent's Proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the Proponent's Proposal but not attached will not be considered to form part of its Proposal.

4.1.4 PAST PERFORMANCE OR PAST CONDUCT

In the evaluation process, the City may consider the Proponent's past performance or conduct on previous contracts with the City or other institutions that may not be referenced in the Proponent's Proposal.

The City may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the City, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

4.1.5 INFORMATION IN NRFP ONLY AN ESTIMATE

The City and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this NRFP or issued by way of Addenda. Any quantities shown, or data contained in this NRFP or provided by way of Addenda are estimates only and are for the sole purpose of indicating to Proponents the general scale and scope of the Deliverables. It is the Proponent's responsibility to obtain all the information necessary to prepare a Proposal in response to this NRFP.

4.1.6 PROPONENTS TO BEAR THEIR OWN COSTS AND RISKS

The Proponent will bear all costs associated with or incurred in the preparation and presentation of its Proposal, including, if applicable, costs incurred for interviews or demonstrations.

The Proponent, either personally or through a representative, is responsible to examine the Place of the Work before submitting a Proposal. A Proponent has full responsibility to be familiar with and make allowance in the Proposal for all conditions at the Place of the Work that might affect the Proposal, including any information regarding subsurface soil conditions made available by the City, the location of the Work, local conditions, topographical soil conditions, weather and access. Unless otherwise specified in the Contract Documents, a Proponent is not required to do subsurface investigations. By submitting a Proposal, a Proponent represents that the Proponent has examined the Place of the Work, or specifically elected not to. It is intended that the Contract that results from this NRFP process will include a provision stating that no additional payments or time extensions will be claimable or due because of difficulties relating to conditions at the Place of the Work which were reasonably foreseeable by a Proponent qualified to undertake the Work.

Any Proponent, or other party, by responding to this NRFP will be solely responsible for its own expenses and bears the sole risk and liability for any expense, damage, loss, or liability incurred by it, including loss of opportunity and loss of profits or potential profits, in connection with its consideration of and response to this NRFP. By submitting a Proposal, the Proponent absolutely waives any right, or cause of action against the City, its officers, directors, employees, or agents by reason of the City's failure to accept the Proposal submitted by the Proponent, whether such right or cause of action arises in contract, negligence, bad faith, or otherwise.

4.1.7 PROPOSAL TO BE RETAINED BY THE CITY

All Proposals submitted, other than any Proposal withdrawn prior to the Closing Date or any late Proposals, become the property of the City and will not be returned to the Proponents.

The Proponent acknowledges and agrees that the submission of the Proposal documents by the Proponent is subject to the Freedom of Information and Protection of Privacy Act and, as such, the City may be required to disclose any or all of the contents of the Proposal package under such Act.

4.1.8 NO GUARANTEE OF VOLUME OF WORK OR EXCLUSIVITY OF CONTRACT

The City makes no guarantee of the value or volume of Work to be assigned to the Preferred Proponent(s). The Agreement to be negotiated with the Preferred Proponent(s) will not be an exclusive contract for the provision of the described Deliverables. The City may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

4.1.9 PROPONENTS TO PROVIDE TRUTHFUL AND ACCURATE INFORMATION

The Proponent has provided truthful and accurate information in this Proposal. If the City determines that any of the information provided within the Proposal is inaccurate or otherwise provided falsely, the

Proponent may be disqualified from this procurement process and may be deemed ineligible for future City procurements..

4.1.10 CONTRACT DRAWINGS

An electronic version of the Contract Drawings will be made available to the Proponent prior to construction. The City provides this information to the Proponent based on the provision that neither the City nor the Engineering Consultant assume any responsibility for the accuracy and completeness of any electronic information contained within an electronic version of the Contract Drawings.

4.2 Communication after Issuance of NRFP

4.2.1 PROPONENTS TO REVIEW NRFP

Proponents should promptly examine all the documents comprising this NRFP and may direct questions or seek additional information in writing by email to the Project Representative on or before Proponent Inquiry Deadline per Table 2. No such communications are to be directed to anyone other than the Project Representative. The City is under no obligation to provide additional information, and the City is not responsible for any information provided by or obtained from any source other than the Project Representative. It is the responsibility of the proponent to seek clarification from the Project Representative on any matter it considers to be unclear. The City is not responsible for any misunderstanding on the part of the proponent concerning this NRFP or its process. Information about this NRFP from any other source is not official and should not be relied on. Inquiries and responses may be recorded and may, at the City's discretion, be retained in confidence or distributed to all other Proponents.

4.2.2 ALL NEW INFORMATION TO PROPONENTS BY WAY OF ADDENDA

This NRFP may be amended only by Addendum in accordance with this section. If the City, for any reason, determines that it is necessary to provide additional information relating to this NRFP, such information will be communicated to all Proponents by Addendum. Each Addendum forms an integral part of this NRFP and may contain important information, including significant changes to this NRFP. Proponents are responsible for obtaining all addenda issued by the City. In the Submission Form (Appendix B), Proponents should confirm their receipt of all addenda by setting out the number of each Addendum in the space provided.

It is the sole responsibility of the Proponent to check with the City representative for any updated information and Addenda issued before the closing date. The City shall not be held responsible for our competitive NRFP documents that are located on any other website.

4.2.3 POST-DEADLINE ADDENDA AND EXTENSION OF SUBMISSION DEADLINE

If the City determines that it is necessary to issue an Addendum after the Deadline for Issuing Addenda, the City may extend the Closing Date and Closing Time for a reasonable period of time.

4.2.4 VERIFY, CLARIFY AND SUPPLEMENT

When evaluating Proposals, the City may request further information from the Proponent or third parties in order to verify, clarify or supplement the information provided in the Proponent's Proposal, including but not limited to clarification with respect to whether a Proposal meets the submission requirements set out in this NRFP. The City may revisit, re-evaluate and rescore the Proponent's response or ranking on the basis of any such information.

4.2.5 REFERENCE INFORMATION

Unless otherwise expressly specified by the City, any additional information ("Reference Information") made available by the City or Project Representative to Proponents prior to the Proposal Closing Time and Proposal Closing Date such as geotechnical reports or as-built plans, is not intended to be included as part of the Contract Documents. Such additional information is made available only for the assistance of Proponents who are to make their own judgment about its reliability, accuracy, completeness and relevance to the Contract, and neither the City nor Project Representative gives any guarantee or representation that the additional information is reliable, accurate, complete or relevant.

4.3 Notification and Debriefing

4.3.1 NOTIFICATION TO OTHER PROPONENTS

Once an Agreement is executed by the City and the Preferred Proponent(s), the other Proponents may be notified directly in writing and will be notified by public posting in the same manner that this NRFP was originally posted of the outcome of the procurement process.

4.3.2 DEBRIEFING

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the Project Representative and must be made within thirty (30) days of such notification.

4.3.3 PROCUREMENT PROTEST PROCEDURE

If a Proponent wishes to challenge the NRFP process, it must provide written notice to the City Representative. The notice must provide a detailed explanation of the Proponent's concerns with the procurement process or its outcome. Any dispute arising from this NRFP, or subsequent agreement, will be resolved according to the laws of the Province of British Columbia.

4.4 Conflict of Interest and Prohibited Conduct

4.4.1 CONFLICT OF INTEREST

For the purposes of this NRFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the NRFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or

having access to, confidential information of the City in the preparation of its Proposal that is not available to other Proponents, (ii) communicating with any person with a view to influencing preferred treatment in the NRFP process (including but not limited to the lobbying of decision makers involved in the NRFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive NRFP process or render that process non-competitive or unfair; or

- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the Proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

4.4.2 DISQUALIFICATION FOR CONFLICT OF INTEREST

The City will disqualify a Proponent for any conduct, situation or circumstances, determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

4.4.3 DISQUALIFICATION FOR PROHIBITED CONDUCT

The City will disqualify a Proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the City determines that the proponent has engaged in any conduct prohibited by this NRFP.

4.4.4 PROHIBITED PROPONENT COMMUNICATIONS

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

4.4.5 PROPONENT NOT TO COMMUNICATE WITH MEDIA

Proponents must not at any time directly or indirectly communicate with the media in relation to this NRFP or any Agreement entered into pursuant to this NRFP without first obtaining the written permission of the Project Representative.

4.4.6 NO LOBBYING

Proponents must not, in relation to this NRFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the Preferred Proponent(s).

4.4.7 ILLEGAL OR UNETHICAL CONDUCT

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected officials or other representatives of the City; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that

compromises or may be seen to compromise the competitive process provided for in this NRFP. Failure to comply with this requirement will result in the City no longer considering the Proposal.

4.5 Confidential Information

4.5.1 CONFIDENTIAL INFORMATION OF THE CITY

All information provided by or obtained from the City in any form in connection with this NRFP either before or after the issuance of this NRFP

- (a) is the sole property of the City and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this NRFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the City; and
- (d) must be returned by the Proponent to the City immediately upon the request of the City.

4.5.2 CONFIDENTIAL INFORMATION OF PROPONENT

A Proponent should identify any information in its Proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality of such information will be maintained by the City, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their Proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the City to advise or assist with the NRFP process, including the evaluation of Proposals. If a Proponent has any questions about the collection and use of personal information pursuant to this NRFP, questions are to be submitted to the Project Representative.

4.5.3 CONFIDENTIAL FINANCIAL INFORMATION

All Proponents and any other person(s) who through this NRFP process gains access to confidential financial information of the City are required to keep strictly confidential all information that in any way reveals confidential business, financial or investment details, programs, strategies, or plans learned through this NRFP process. This requirement will continue with respect to such information learned by the Preferred Proponent, if any, over the course of any Agreement that may arise out of this NRFP process. Information pertaining to the City obtained by the Proponent as a result of participation in this process is confidential and must not be disclosed without prior, written authorization from the City.

4.6 Procurement Process Non-Binding

4.6.1 NO CONTRACT A AND NO CLAIMS

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this NRFP will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the Proponent nor the City will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this NRFP.

4.6.2 NO CONTRACT UNTIL EXECUTION OF WRITTEN AGREEMENT

This NRFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the Proponent and the City by this NRFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

4.6.3 NON-BINDING PRICE ESTIMATES

The price information provided in Proposals will be used during the evaluation of the proposals for the ranking of the Proponents and unit rate benchmarking. Any inaccurate, misleading or incomplete information, including withdrawn or altered price, could adversely impact any such evaluation or ranking or the decision of the City to enter into an agreement for the Deliverables.

4.6.4 CANCELLATION

The City may cancel or amend the NRFP process without liability at any time.

4.7 Governing Law and Interpretation

These Terms and Conditions of the NRFP Process:

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of British Columbia and the federal laws of Canada applicable therein.

4.8 City Discretion

In addition to any other discretion set forth in this NRFP, the City reserves the right, without limitation, in its sole and unfettered discretion, to:

1. Not consider any Proposal from a Proponent who appears to not have the requisite experience or financial capability;

2. Not consider any Proposal that lacks required information or is otherwise incomplete;
3. Accept items in a Proposal that are in variance with the specific NRFP requirements;
4. Require clarification or additional information where a Proposal is unclear, or allow rectification of defects;
5. Reject any Proposal prior to discussion with the Proponent;
6. Not consider any Proposal that in the City's opinion does not warrant detailed evaluation or is not in the best interests of the City;
7. Communicate with any Proponent;
8. Raise new issues in negotiation that were not mentioned in the NRFP or in a Proposal;
9. Discontinue negotiations with the Preferred Proponent or any backup Proponent at any time if the City concludes that it is unlikely that an Agreement for the Project will be entered into within 14 days of the selection of the Preferred Proponent or such other period acceptable to the City, or that such Proponent is not working diligently to achieve an Agreement or otherwise;
10. Not consider any or all Proposals without any obligation or any compensation or reimbursement to the Proponents;
11. Extend, abridge, modify, or discontinue the process contemplated by this NRFP;
12. Determine, at any time, to withdraw some or all of the Submission Requirements from the process described in this NRFP; and/or
13. Discontinue this NRFP for any reason whatsoever.

[End of Part 4]

APPENDIX A – FORM OF AGREEMENT

BETWEEN *OWNER* AND *CONTRACTOR*

This agreement made in duplicate this

_____ day of _____, 20_____.

Contract: VETERANS MEMORIAL PARK EXPANSION

Reference No. CON26-0063

BETWEEN:

The City of Langford
(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 | <p>1.1 The <i>Contractor</i> will perform all <i>Work</i> and provide all labour, equipment and material and do all things strictly as required by the <i>Contract Documents</i>.</p> <p>1.2 The <i>Contractor</i> will commence the <i>Work</i> in accordance with the <i>Notice to Proceed</i>. The <i>Contractor</i> will proceed with the <i>Work</i> diligently, will perform the <i>Work</i> generally in accordance with the construction schedules as required by the <i>Contract Documents</i> and will achieve <i>Substantial Performance</i> of the <i>Work</i> on or before the date agreed in negotiation, subject to the provisions of the <i>Contract Documents</i> for adjustments to the <i>Contract Time</i>.</p> <p>1.3 Time shall be of the essence of the <i>Contract</i>.</p> |
| Article 2 | Contract Documents | <p>2.1 The “<i>Contract Documents</i>” 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 <i>Contract Documents</i>. All of the <i>Contract Documents</i> shall constitute the entire <i>Contract</i> between the <i>Owner</i> and the <i>Contractor</i>.</p> <p>2.2 The <i>Contract</i> supersedes all prior negotiations, representations or agreements, whether written or oral, and the <i>Contract</i> may be amended only in strict accordance with the provisions of the <i>Contract Documents</i>.</p> |
| Article 3 | Contract Price | <p>3.1 The price for the <i>Work</i> (“<i>Contract Price</i>”) shall be the sum in Canadian dollars of the following</p> <p>3.1.1 the product of the actual quantities of the items of <i>Work</i> listed in the <i>Schedule of Quantities and Prices</i> which are incorporated into or made necessary by the <i>Work</i> and the unit prices listed in the <i>Schedule of Quantities and Prices</i>; plus</p> <p>3.1.2 all lump sums, if any, as listed in the <i>Schedule of Quantities and Prices</i>, for items relating to or incorporated into the <i>Work</i>; plus</p> <p>3.1.3 any adjustments, including any payments owing on account of <i>Changes</i> and agreed to <i>Extra Work</i>, approved in accordance with the provisions of the <i>Contract Documents</i>.</p> <p>3.2 The <i>Contract Price</i> shall be the entire compensation owing to the <i>Contractor</i> for the <i>Work</i> 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 <i>Work</i>.</p> |
| Article 4 | Payment | <p>4.1 Subject to applicable legislation and the provisions of the <i>Contract Documents</i>, the <i>Owner</i> shall make payments to the <i>Contractor</i>.</p> |

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 fax, or by email, or by pre-paid registered mail to the addresses as set out below:

The *Owner*:

City of Langford
2nd Floor, 877 Goldstream Ave., Langford BC V9B 2X8
Email: ynielsen@langford.ca
Attention: Yari Nielsen

The *Contractor*:

Email: _____
Attention: _____

The *Contract Administrator*:

ISL Engineering and Land Services
1051 Vancouver Street
Email: bormiston@islengineering.com
Attention: Brad Ormiston

-
- 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 fax or email (receipt acknowledged), and received in hard copy; 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 is received in hard copy.

Article 7 General

- 7.1 This *Contract* shall be construed according to the laws of British Columbia.
- 7.2 The *Contractor* shall not, without the express written consent of the *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 CONTRACTOR, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Owner:

(FULL LEGAL NAME OF CITY)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

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”, edition dated 2019. All sections of this publication are included in the *Contract Documents*.

- 8.1 Agreement, including all Schedules;
 - 8.2 Supplementary General Conditions, As provided in this NRFP;
 - 8.3 General Conditions*;
 - 8.4 Supplementary Specifications, As provided in this NRFP;
 - 8.5 City of Langford Schedule 11 to Bylaw 1000, available online;
 - 8.6 Specifications*;
 - 8.7 Supplementary Standard Detail Drawings, As provided in this NRFP;
 - 8.8 Supplementary Standard Detail Drawings as per Schedule 11, available online;
 - 8.9 Standard Detail Drawings*;
 - 8.10 NRFP Submittals; Appendix B: Submission Form;
 - 8.11 *Contract Documents* listed in Schedule 2 to the Agreement – “List of *Contract Documents*”;
 - 8.12 Request for Proposal Documents:
 - (a) Invitation and Submission Instructions - Part I;
 - (b) Evaluation, Negotiation and Award - Part 2;
 - (c) Terms and Conditions of the RFP - Part 3;
 - 8.13 The following information documents:
 - Millennium 3000 Specification Sheet
 - Millennium Series In-Ground Trash Can Receiving, Handling, and Installation Instructions
 - 8.14 The following Addenda:
-
-

Schedule 2 List of Contract Drawings

This section will be completed before the final signing of the agreement.

TITLE	DRAWING NO.	DATE	REVISION NO.
COVER	00		
GENERAL NOTES	01		
SITE OVERVIEW	02		
CIVIL – REMOVALS	03		
CIVIL – PARKING LOT	04		
CIVIL – ROAD WORKS	05		
CIVIL DETAILS	06		
CIVIL DETAILS	07		
CIVIL DETAILS	08		
TITLE PAGE – NOTES – LEGEND	E01		
SITE PLAN	E02		
ELEVATIONS	E03		
SERVICE KIOSK LAYOUT	E04		
SERVICE KIOSK SINGLE LINE DIAGRAM	E05		
SERVICE KIOSK PANEL SCHEDULE	E06		
KEY PLAN	L1.0		
MATERIALS PLAN NORTH	L1.1		
MATERIALS PLAN SOUTH	L1.2		
GRADING PLAN NORTH	L2.0		
GRADING PLAN SOUTH	L2.1		

FURNISHING DETAILS	L3.0		
FURNISHING DETAILS	L3.1		
PAVING DETAILS	L3.2		
IRRIGATION NOTES & SCHEDULE	L4.0		
IRRIGATION PLAN NORTH	L4.1		
IRRIGATION PLAN SOUTH	L4.2		
IRRIGATION DETAILS	L4.3		
IRRIGATION DETAILS	L4.4		
PLANT SCHEDULE & NOTES	L5.0		
PLANTING PLAN NORTH	L5.1		
PLANTING PLAN SOUTH	L5.2		
PLANTING DETAILS	L5.3		

APPENDIX B – SUBMISSION FORM

1. PROPONENT INFORMATION

THE UNDERSIGNED Proponent submits this Proposal to the City for the Work described in the NRFP.

Please fill out the following form, naming one person to be the Proponent's contact for the NRFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	

2. ACKNOWLEDGMENT OF NON-BINDING PROCUREMENT PROCESS

The Proponent acknowledges that the NRFP process will be governed by the terms and conditions of the NRFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the City and the Proponent unless and until the City and the Proponent execute a written agreement for the Deliverables.

3. ABILITY TO PROVIDE DELIVERABLES

The Proponent has carefully examined the NRFP documents, including the applicable MMCD documents and has a clear and comprehensive knowledge of the Deliverables required. The Proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the NRFP for the rates set out in its Proposal.

4. NON-BINDING PRICING

The Proponent has submitted its pricing in accordance with the instructions in the NRFP and in Pricing (Part 3, Section 3.6) in particular. The Proponent confirms that the pricing information provided is accurate. The

Proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its Proposal or its eligibility for future work.

5. ADDENDA

The Proponent is deemed to have read and accepted all Addenda issued by the City and posted through the BC Bid Portal prior to the Deadline for Issuing Addenda.

6. NO PROHIBITED CONDUCT

The Proponent declares that it has not engaged in any conduct prohibited by this NRFP.

7. CONFLICT OF INTEREST

The Proponent must declare all potential Conflicts of Interest, as defined in Part 4, Section 4.4 of the NRFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the Proposal; **AND** (b) were employees of the City within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the Proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its Proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the NRFP.

Otherwise, if the statement below applies, check the box.

- The Proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its Proposal, and/or the Proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the NRFP.

If the Proponent declares an actual or potential Conflict of Interest by marking the box above, the Proponent must set out below details of the actual or potential Conflict of Interest:

8. DISCLOSURE OF INFORMATION

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of this Proposal by the City to the advisers retained by the City to advise or assist with the NRFP process, including with respect to the evaluation of this Proposal.

Signature of Proponent Representative

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the *Proponent*.

SUPPLEMENTARY GENERAL CONDITIONS

Modifications and Additions to the Master Municipal Construction Documents

The following conditions form part of the Contract and are supplementary to the MMCD General Conditions and Specifications. In the event of a direct conflict between the MMCD General Conditions and these Supplementary GCs the Supplementary GCs take precedence. Notwithstanding this order of precedence, in the event of a conflict between or within any of the Contract Documents, the more stringent provisions shall apply with the intent that those which produce the highest quality and performance, shall govern.

City of Langford – SUPPLEMENTARY GENERAL CONDITIONS			
– Revise the following MMCD Master Municipal General Conditions			
GC 1.0 Definitions	New 1.79	Archaeological Artifacts	“ <i>Archaeological Artifacts</i> mean any fossils, artifacts, coins, articles of value or antiquity, remains, and other things of geological, archaeological or historical interest or value discovered at the <i>Place of the Work</i> .”
	New 1.80	Utilities	“ <i>Utilities</i> are used broadly and includes but is not limited to any and all lines, poles, structures, facilities, utilities for power, cable, TV, telephone, telecommunications, all sanitary and storm sewers, and all water, oil, gas and electric services, all steam pipes and services, all survey monuments, all street lights, traffic lights, traffic detector loops embedded in pavement, culverts, rail tracks, whether located above or below ground, whether visible or invisible, whether man-made or natural.”
GC 2.0 Documents	2.2.4	Document Hierarchy	<p>Replace Section (1) with the following:</p> <p>“The Contract Documents shall govern and take precedence in the following order with the Agreement taking precedence over all other Contract Documents:</p> <ul style="list-style-type: none"> a) Agreement b) Addenda c) Supplementary General Conditions d) General Conditions (MMCD), including all supplemental updates. e) Supplementary Specifications f) City of Langford Bylaw No 1000 g) Specifications h) Drawings listed in Schedule 2 to the Agreement i) Standard Detail Drawings j) Supplementary Standard Detail Drawings as per Schedule 11 k) Standard Detail Drawings (MMCD), including all published supplemental updates l) Executed Form of Tender m) Instructions to Tenderer n) All other Contract Documents.”
	New	Copies of	“The <i>Contract Drawings</i> shall not be used for the construction

SUPPLEMENTARY GENERAL CONDITIONS

2026

	2.4.3	Contract Documents	of the Work unless marked “Issued for Construction” and sealed by a registered professional engineer”
GC 4.0 Contractor	New 4.6.1.1	Construction Schedule	<p>“The Contractor shall schedule and coordinate construction activities:</p> <ul style="list-style-type: none"> • Noise Bylaw: Follow City of Langford’s Noise Bylaw. • Capital Project Coordination: Contractor shall coordinate with other City-led initiatives and third-party contractors. • Development Activity Coordination: Construction activity from other development projects on the corridor that may commence/be active during the construction period. <p>Special Events: Accommodate occasional special events by providing public access and/or minimizing excessive noise, safety concerns caused by construction. This may include securing and cleaning work area (if required).</p>
GC 4.0 Contractor	New 4.6.1.2	Construction Schedule	<p>“The Contractor shall provide bi-weekly schedule updates that include the following: A summary of current and completed activities of the previous two-week period, and upcoming work or activities in each block or intersection for the following two-week period. These schedules will be used to improve coordination and provide updates to stakeholders and the general public.”</p>
	4.6		Amend 4.6.2 by deleting: “monthly” and substituting “bi-weekly or within such shorter time as specified in the <i>Contract Documents</i> ”.
	New 4.9.3	Materials	<p>“Handle and store products in a manner such as to prevent damage, deterioration and soiling. Store packaged or bundled products in original undamaged condition with manufacturer’s seals and labels intact, and for materials subject to damage from weather or the environment, store in protective enclosures.”</p>
	New 4.9.4		<p>“Install or erect materials in accordance with manufacturer’s instructions and requirements. Notify <i>Contract Administrator</i> in writing of conflicts between project drawings and specifications, and instructions or requirements of the manufacturer. The <i>Contractor</i> will remove and replace or reinstall any materials installed incorrectly, inappropriately or inadvertently due to non-compliance with this section, and the provisions of GC 4.13 shall apply.”</p>
GC 18.0 Payment	18.5	Payment	Delete GC 18.5.1 and replace with: “The <i>Owner</i> shall make payment within thirty (30) calendar days of receipt of payment certificate from the <i>Contract Administrator</i> . The actual amount

SUPPLEMENTARY GENERAL CONDITIONS

2026

			paid is subject to the <i>Owner's</i> rights under law or this <i>Contract</i> to make deductions."
GC 27.0 Archaeological Artifacts	New 27.1.1	Archaeological Artifacts	"Any Archaeological Artifacts discovered by the <i>Contractor</i> shall, as between the <i>Owner</i> and the <i>Contractor</i> , be deemed to be the absolute property of the <i>Owner</i> ".
	New 27.1.2		"The <i>Contractor</i> shall immediately advise the <i>Contract Administrator</i> of the discovery by the <i>Contractor</i> of any Archaeological Artifacts and take all reasonable precautions to protect and preserve same".
GC 28.0 Wages	New 28.1	Wages	"Where applicable, the <i>Contractor</i> and all subcontractors shall provide wages that are at least equal to those paid by The <i>Owner</i> when work of a similar or same nature is performed."

SUPPLEMENTARY SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS			
SECTION	TITLE	SUB SECTION	SUPPLEMENTARY SPECIFICATION
01 01 00S General Requirements			
1.0	Master Municipal Construction Documents	.1S	<p>(add) clause 1.0.1S as follows: The Supplementary Specifications contained herein must be read in conjunction with the Master Municipal Specifications contained in the Master Municipal Construction Documents, (2019 Edition) as identified in the Instructions to Tender article 2.2.</p>
1.2	Payment	.1S	<p>(add) clause 1.2.1S as follows: Payment for Survey and Layout shall be measured and paid for on a Lump Sum basis under the item "Survey and Layout."</p> <p>The Lump Sum price shall constitute full compensation for all labour, materials, equipment, supervision, coordination, staking, layout nails, offset layout, pavement marking layout, cross sections, grade sheets, volume calculations, record survey, digital file submissions, and all other survey services and incidental work required to complete the Work in accordance with the Contract Documents. No separate payment will be made for any survey-related work.</p> <p>Progress payments will be made on a pro rata basis, reflecting the percentage of survey and layout work completed, as determined by the Contract Administrator.</p>
		.2S	<p>(add) clause 1.2.2S as follows: Arborist supervision shall be measured and paid for on a Lump Sum basis under the item "Arborist Supervision."</p> <p>The Lump Sum price shall include full compensation for all labour, reporting, site visits, coordination, root inspection, root pruning direction, documentation, travel time, and all incidental costs required to complete the Work in accordance with the Contract Documents.</p> <p>No separate payment will be made for additional site visits resulting from the Contractor's failure to properly coordinate or schedule the Work. Progress payments will be made on a pro rata basis as determined by the Contract Administrator.</p>
2.0	Format and Numbering System	.1S	<p>(add) clause 2.0.1S as follows: The Supplementary Contract Specifications follow the same format and numbering system as the Master Municipal Specifications, but is differentiated from it by having the letter "S" placed after the section number.</p>

SUPPLEMENTARY SPECIFICATIONS

2026

3.0	Construction Survey Layout	.1S	<p>(add) clause 3.0.1S as follows:The Contract Administrator shall provide survey control CAD files for this Contract. A preliminary site plan has been provided for reference only. The Contractor shall be responsible for all survey work required to execute the construction, including detailed layout, staking, cross sections, grade sheets, and calculation of volumes for tender items. The Contractor shall also coordinate all survey activities necessary for the completion of the Work and for compiling record drawings. The unit price bid shall include all survey layout, staking/nails, cross sections, grade sheets, volume calculations, record survey, and all coordination and materials necessary to complete the Work and provide a functional system. Survey layout shall include offset layout for concrete curb work within the roadway, layout nails for pavement markings (including all linework and symbols), and proposed pavement limits sprayed on site for review and confirmation by the Contract Administrator. Grade sheets, digital RAW (PNEZD format), and CAD file data are to be provided to the Contract Administrator five (5) days prior to executing the work.</p>
		.3S	<p>(add) clause 3.0.3S as follows: All monuments, iron pins, iron plugs and wooden witness posts, disturbed by the Contractor shall be re-established by Registered British Columbia Land Surveyors, at the Contractor's cost, and the appropriate authorities advised of the revised elevation and coordinates. Contractors are advised that the Contract Administrator will monitor construction to ensure that disturbed pins are replaced at the Contractor's expense prior to completion of the Contract.</p>
4.0	Safety Procedures	.1S	<p>(add) clause 4.0.1S as follows: Entry Procedure for Confined Space: This procedure shall be used as a guideline only. The Contractor shall be responsible for familiarization with this and all WCB requirements.</p>
5.0	Optional Work	.1S	<p>(add) clause 5.0.1S as follows: All items included in the Schedule of Quantities and Prices, which shall be stated to be Optional, shall be used only as directed and at the sole discretion of the Contract Administrator.</p> <p>All or any unused portion of these sums shall revert to the Owner, and shall be deducted from the Contract Price before final payment is made.</p>

SUPPLEMENTARY SPECIFICATIONS

2026

6.0	Dust and Mud Control	.1S	<p>(add) clause 6.0.1S as follows: All or any unused portion of these sums shall revert to the Owner, and shall be deducted from the Contract Price before final payment is made.</p> <p>The Contractor shall make every reasonable effort to minimize the creation of dust or mud by his/her operations. Special measures may include, but shall not be limited to, frequent sweeping of existing roads used as haul routes; safe control of traffic speeds; frequent watering of dirt access and egress routes; watering of the construction areas; safe re-routing of traffic; modification of construction procedures; and cleaning of off-site haul routes on a regular basis as required by the Owner. Refer to MMCD Section 31 15 60, Dust Control, for General Products and Execution.</p> <p>Payment for the above items shall be considered incidental to the Work performed and no additional payment will be made to the Contractor.</p>
7.0	Materials Testing	.1S	<p>(add) clause 7.0.1S as follows: Materials and density testing shall be carried out by the Contractor as required for Quality Control purposes and as directed by the Contract Administrator. Any independent testing for Quality Assurance carried out by the Contract Administrator must be paid for by the Owner. Where initial tests fail and subsequent testing is deemed necessary by the Contract Administrator, the cost of the subsequent testing shall be the responsibility of the Contractor.</p> <p>If the Contract Administrator requests additional tests on the project by the Contractor's appointed testing agency, the Contractor shall not claim for any cost associated with the delay of testing i.e. standby or return trips.</p>
8.0	Clean Up	.1S	<p>(add) clause 8.0.1S as follows: The Contractor shall keep a reasonably clean and orderly site that includes containing equipment, materials, and debris. No debris shall be allowed to remain on roadways, ditches, driveways, etc. All debris shall be cleaned up and removed from site on a daily basis.</p> <p>All asphalt debris is to be power swept at the tie-ins, transfer areas, and machine and truck clean up areas prior to leaving site on each day of paving.</p>
9.0	Interfering Services	.1S	<p>(add) clause 9.0.1S as follows: The Contractor shall, at his/her own expense, provide for the uninterrupted flow of all watercourses, sewers, drains, and any other utility encountered during the work. This includes management of surface water drainage, by-pass pumping and temporary potable water service.</p>

SUPPLEMENTARY SPECIFICATIONS

2026

		.2S	<p>(add) clause 9.0.2S as follows: When other utility structures are encountered, the Contractor shall support and maintain them to the satisfaction of the Contract Administrator so as to protect them from damage. The Contractor shall, at his own expense, at once repair and make good any damage which may occur to any watermains, service or utility pipes, or facilities, or to any electrical conductor or telephone/communication facility or to any street sign, post, fence, walls, walkways, paths, walls, crosswalk, drainage course as a result of this operation.</p> <p>These Works are considered to be incidental to the Contract. No additional payment will be made to the Contractor for this work.</p>
		.3S	<p>(add) clause 9.0.3S as follows: It is the Contractor's responsibility wherever necessary to determine location of existing pipes, valves, or other underground structures. Wherever it is necessary to explore and excavate to determine the location of the existing underground structures, the Contractor at his own expense regardless of method utilized (including hydrovac) shall make explorations and excavations for such purposes.</p>
		.4S	<p>(add) clause 9.0.4S as follows: Where gas mains and/or service lines exist in the vicinity of the proposed Work, the Contractor shall consult the officers of the gas company prior to commencing operations and arrange for a mutually agreeable procedure for their protection.</p>
		.5S	<p>(add) clause 9.0.5S as follows: When existing poles conflict with the proposed Works, the Contractor shall consult the third party owner (BC Hydro, Telus, Shaw, or other) prior to commencing operations and advise the Contract Administrator of the Works to be undertaken. Costs associated with pole holding/support are incidental to the Work.</p>
10.0	Environmental Protection	.1S	<p>(add) clause 10.0.1S as follows: The Contractor is advised that he/she is responsible for all of the necessary measures required to prevent the transportation of any silt or other deleterious material from the site into any fish bearing watercourses or their tributaries.</p>
11.0	Disposal Site	.1S	<p>(add) clause 11.0.1S as follows: The Contractor is responsible for the provision of all off-site handling, transport and their designated disposal sites for materials that are to be removed from the Place of Work in this Contract.</p> <p>The Contractor is responsible for all fees, permits and costs associated with the off-site disposal of materials. Some existing Work such as hydrants, valves, fittings, castings shall be disposed to the Owners designated storage facility/yard, as directed by the Contract Administrator.</p>
12.0	Permits from Outside Agencies	.1S	<p>(add) clause 12.0.1S as follows: The Contractor is responsible to obtain and pay for all permits required from outside agencies necessary to perform the Work.</p>

SUPPLEMENTARY SPECIFICATIONS

2026

13.0	Staging/ Laydown Areas	.1S	<p>(add) 13.0.1S as follows: Contractors will be responsible for determining the availability and restoration of staging/ laydown areas.</p> <p>No trees shall be removed without prior written approval from the Owner. Sites shall be restored to existing or better conditions.</p>
14.0	Foreign Utility Adjustments	.1S	<p>(add) clause 14.0.1S as follows: The Contractor shall be responsible for adjusting all foreign utilities, unless noted otherwise on the drawings. All adjustments to foreign utilities must be completed to the satisfaction of the Utility Owner. The Contractor should note that certain Utility Owners may decide, after tender closing, to complete their own adjustments, if personnel are available. If the Utility Owner decides to complete their own adjustments, the Contractor will not be compensated for these utility adjustments but Contractor must coordinate the adjustments with the Utility Owner.</p>
15.0	Temporary Drainage Facilities	.1S	<p>(add) clause 15.0.1S as follows: All required temporary drainage facilities, measures for control of ground water, and surface runoff during construction and restoration of temporary drainage Works after construction shall be considered as incidental to the Work being performed under this Contract and no separate payment will be made for this Work.</p>
16.0	Owner-Supplied and Third-Party Work Coordination	.1S	<p>(add) clause 16.0.1S as follows: Certain components of the Work will be supplied and/or installed by the Owner and third parties under separate contracts. The Contractor shall coordinate all activities required to accommodate such work, including scheduling, access, site preparation, protection of completed work, and restoration of disturbed areas. No additional payment will be made for coordination, standby, delays, or resequencing associated with work performed by others.</p>
		.2S	<p>(add) clause 16.0.2S as follows: The prefabricated washroom building will be supplied and installed by others. The Contractor shall prepare the site for delivery and installation, coordinate installation timing with the Contract Administrator and supplier, and protect adjacent completed works during installation.</p>
		.3S	<p>(add) clause 16.0.3S as follows: Water service relocation and meter work will be performed by the Capital Regional District (CRD). The Contractor shall locate and expose existing services identified for reuse, provide excavation and backfill as required for CRD work, coordinate scheduling, and restore all disturbed surfaces following completion of CRD work.</p>
		.4S	<p>(add) clause 16.0.4S as follows: Sanitary service installation will be performed by West Shore Environmental Services (WSES). WSES will install the sanitary service and inspection chamber as shown on the Contract Drawings. The Contractor shall coordinate scheduling and access, complete downstream works beyond the inspection chamber as shown on the Contract Drawings, coordinate with others installing the washroom, and restore disturbed areas.</p>

SUPPLEMENTARY SPECIFICATIONS

2026

		.5S	(add) clause 16.0.5S as follows: Certain structures and site furnishings, including the bandshell structure and designated furnishings, will be supplied and/or installed by others. The Contractor shall prepare required subgrades, coordinate delivery and installation timing, and ensure the site is ready to receive supplied components.
		.6S	(add) clause 16.0.6S as follows: The Contractor shall prepare installation locations and install receptacles in accordance with the Contract Drawings and manufacturer requirements.
17.0	Arborist Supervision	.1S	(add) clause 17.0.1S as follows: Where identified in the Contract Documents, construction activities occurring within the drip line or Critical Root Zone (CRZ) of existing trees shall be undertaken under the supervision of a qualified ISA Certified Arborist. The Contractor shall retain a qualified arborist to: -Attend site as required during construction activities within the drip line or CRZ; -Review excavation methods and provide direction to protect tree roots and tree health; -Identify and mark root pruning limits where required; -Provide recommendations for protection measures; -Monitor compliance with approved tree protection measures; -Provide written documentation confirming compliance, as requested by the Contract Administrator. Arborist supervision shall be coordinated with the construction schedule to prevent delays to the Work. The Contractor shall provide a minimum of forty-eight (48) hours' notice to the arborist prior to commencing work within protected areas.
01 33 01 Project Record Documents			
1.7	Recording Actual Site Conditions	.5S	(add) clause 1.7.5S as follows: The Contractor must keep one set of drawings on-site that shall be marked up in red ink identifying all work completed and any changes made during the construction. This copy shall be turned over to the Contract Administrator within 15 Days following completion of all Works. The Contractor shall be responsible for the detailed setting out of the Work and recording all data required to compile record drawings.
1.8	Measurement and Payment	.1s	(delete) clause 1.8.1 and replace with: Payment for recording data for record drawings shall be considered incidental to the Contract and no additional payment shall be made to the Contractor for this work. Final payment will be provided only after all the data is received and accepted by the Contract Administrator.

SUPPLEMENTARY SPECIFICATIONS

2026

01 45 00S Quality Control			
1.0	General	.1S	Add Clause 1.0.1S: Section 01 45 00 addresses general requirements for quality control testing and results to be completed by the Contractor. This section must be referenced to and interpreted simultaneously with all other sections pertinent to the works described herein.
1.1	Section 01 45 00 Includes	.1S	Add Clause 1.1.1S: Minimum quality control testing requirements.
		.2S	Add Clause 1.1.2S: Quality control submittals
1.2	Site Specific Quality Management Plan	.1S	Add Clause 1.2.1S: The contractor must submit a Site Specific Quality Management Plan with an Inspection and Testing Plan for the Contract Administrator's review and approval prior to starting the work.
		.2S	Add Clause 1.2.2S: The Contractor shall perform the Work in accordance with the Site Specific Quality Management Plan. The Site Specific Quality Management Plan must be explicitly approved by the Contract Administrator prior to commencement of Work.
		.3S	Add Clause 1.2.3S: The Inspection and Test Plans (ITPs) included in the Site Specific Quality Management Plan shall be prepared and updated as the Work progresses and be in an approved format and shall encompass, as appropriate, all fabrication, construction, inspection and test activities to be implemented during production, construction, installation and commissioning in accordance with the Contract. If the Contractor submits ITPs using their own internal documents, they must meet as a minimum the requirements of the Owner's ITP proforma as outlined in the Site Specific Quality Management Plan. If the Contractor's ITP fails to meet these requirements, Contractor shall submit an amended ITP addressing any issues raised by the Contract Administrator. The Contractor's ITP shall not be considered and accepted until approved in writing by the Contract Administrator.
		.4S	Add Clause 1.2.4S: As part of the Site Specific Quality Management Plan, the Contractor must retain and pay for the services of an independent Qualified Geotechnical Testing Agency, acceptable to the Contract Administrator, to provide testing during construction.
		.5S	Add Clause 1.2.5S: The Contractor shall prepare and maintain a Lot Register for the Work (2010 Microsoft Excel format), as the primary means of tracking all test results and inspections; the Lot Register will be updated on a weekly basis and be submitted to the Contract Administrator as part of the weekly report.

SUPPLEMENTARY SPECIFICATIONS

2026

1.3	Measurement and Payment	.1S	<p>Add Clause 1.3.1S: Payment for all work performed under this Section will be incidental to payment for work described in other Sections unless shown otherwise in the Schedule of Quantities and Prices.</p>
1.4	Inspection and Testing		<p>The testing frequencies for the Site Specific Quality Management Plan are, at a minimum but not limited to, as follows:</p>
		.1S	<p>Add Clause 1.4.1S: Aggregates and Granular materials</p> <p>.1 Sieve analysis of sands and aggregates, one per 300 tonnes of any specific material supplied to the work</p> <p>.2 Modified proctor density curves, one per 300 tonnes of any specific material supplied to the work</p> <p>.3 Pipe Bedding (Service or CB Lead), one density per service</p> <p>.4 Pipe Backfill (Service or CB Lead), one density per service at maximum 300mm lift spacing</p> <p>.5 Granular Base (curbs), one density per 20 lineal meters of curb</p> <p>.6 Granular Base (sidewalks), one density per 25 square meters of sidewalk</p> <p>.7 Roll test on granular base course</p>
		.2S	<p>Add Clause 1.4.2S: Concrete Walks, Curbs and Gutters</p> <p>.1 Design Mix and Supplier Confirmation</p> <p>.2 Concrete Strength Tests (minimum three specimen cylinders in accordance with CSA A23.1) for:</p> <p>i. Curb and Gutter, once per 300 linear meters and/or one per day during placing</p> <p>ii. Sidewalks, once per 150 square meters and/or one per day during placing</p> <p>Contractors are encouraged to submit alternatives to assist with cold weather placing and curing for review.</p>

SUPPLEMENTARY SPECIFICATIONS

2026

		.3S	<p>Add Clause 1.4.3S: Hot-Mix Asphalt Concrete Paving and Superpave Hot-Mix Asphalt Concrete Paving</p> <p>.1 Asphalt Mix Design and Supplier Confirmation</p> <p>.2 Aggregate gradation testing, one per 300 tonnes of production and/or one per day during placement</p> <p>.3 Marshall testing, three (3) briquettes for every 300 tonnes of production and/or one per day during placement</p> <p>.4 Compaction testing, three (3) cores for every 500 square meters of new surface asphalt</p> <p>.5 Density testing memorandum every day during placing</p>
01 52 01 Temporary Structures			
1.1	Section Includes	.4S	Add Clause 1.1.4S: "Mobilization/Demobilization."
		.5S	Add Clause 1.1.5S: "Contaminated Soil Testing."
		.6S	Add Clause 1.1.6S: "Vertical Seepage Pit - Open Pit Falling Head Percolation Test."
1.6	Measurement and Payment	.2S	<p>Add Clause 1.6.2S: "Payment for mobilization and demobilization shall include all the Contractor costs of mobilization at the beginning of the project and the cost of demobilization at the end of the project.</p> <p>1. Included in the mobilization are such items as bonding, insurance, permits, moving personnel, equipment and materials to the site, setting up temporary facilities and all preparation for performing the Work.</p> <p>2. Included in demobilization are preparation and submission of record drawings, operation and maintenance manuals, removal of all personnel, equipment and materials and cleanup of the Site and the Work.</p> <p>3. The lump sum price bid for this work shall be relative to the costs involved but shall not exceed ten percent of the Tender Price.</p> <p>4. Payment shall be made as follows, as approved by the Contract Administrator: 1. 60% of the lump sum bid will be included in the first progress payment certificate. 2. 40% of the lump sum bid will be included in the final progress payment certificate.</p> <p>5. The Contract Administrator may at their discretion authorize partial payment if mobilization or demobilization is not complete.</p> <p>6. The cost of other items specified under General Requirements shall be considered incidental to the work and separate payment will not be made for any other items in the General Requirements unless specifically noted in the Schedule of Quantities and Prices."</p>

SUPPLEMENTARY SPECIFICATIONS

2026

		.3S	<p>Add clause 1.6.3S: "Payment for soil testing is to include all labour, equipment, and materials required to complete test holes and samples as required to satisfy local disposal sites and provincial regulations. Payment will be made as a lump sum progressed upon the submitted results of the soil testing as approved by the Contract Administrator."</p>
		.4S	<p>Add clause 1.6.4S: "Payment for seepage pit percolation testing shall include all labour, equipment, and materials required to complete test excavations, pre-soaking, testing, sampling, observation, and reporting as required to satisfy applicable provincial health and environmental guidelines and regulations.</p> <p>Percolation testing shall be completed at locations and depths directed by the Contract Administrator. Payment shall be made per test, progressed upon submission of test results approved by the Contract Administrator.</p> <p>Test results shall be submitted to the Contract Administrator not less than three (3) weeks prior to commencement of seepage pit construction."</p>
01 55 00 Traffic Control, Vehicle Access and Parking			
1.4	Traffic Management	.15S	<p>(add) clause 1.4.15S: "Traffic Management Plan:</p> <ul style="list-style-type: none"> • Provision of access to all residences throughout the project is to be maintained at all times. • Provisions for pedestrians and cyclists are to be maintained at all times. Sidewalk or pedestrian passage to remain open at all times, except where permitted by the Owner. The Contractor shall provide wheelchair accessible access at all times with applicable traffic control devices. • Traffic control plans that include vehicle traffic, cyclist and pedestrian traffic are to be submitted one week in advance of work for review. • The Contractor shall submit a site parking plan and site laydown plan (as required) for review and approval by the City. <p>Category 1 Traffic Management Plan to MOTT (Ministry of Transportation and Transit): Traffic Management Manual for Work on Roadways (2020) standard to be submitted to the Owner for acceptance prior to the Work commencing. Traffic control must comply with the WorkSafe BC's requirements."</p>
1.5	Measurement and Payment	.1S	<p>Delete Clause 1.5.1 and Replace with 1.5.1S: "Measurement for payment for the Traffic Management Plan shall be made as a percentage of the lump sum price according to the proportion of the item completed, as accepted by the Contract Administrator. No payment will be made for additional traffic control plans that are required by the Owner after the acceptance of the Traffic Management Plan"</p>

SUPPLEMENTARY SPECIFICATIONS

2026

DIVISION 3 - CONCRETE			
03 30 20 Concrete Walks, Curbs and Gutters			
1.4	Measurement and Payment		Delete Clause 1.4.2
		.3S	Revise Clause 1.4.3 to read: "Payment for hand formed or machine placed concrete curbs and gutters includes the supply and placing of concrete curbs and gutters, granular base, granular subbase and will cover all straight and curved sections and will be made separately for each specified type. Granular base and subbase is to extend 300mm beyond toe of curb and back of curb as shown on the contract drawings. The unit price shall also include all curb depressions, pedestrian letdowns, transitions, tapers, returns, and variations in profile required to match City of Langford standard details or requirements, with no separate payment made for such modifications."
		.5S	Revise Clause 1.4.5 to read: "Payment for infill concrete sidewalks, ramps, and medians includes the supply and placing of concrete, granular base, granular subbase and will cover all straight and curved sections and will be made separately for each specified type as shown on the contract drawings. Granular base and subbase is to extend 300mm beyond front and back of infill concrete sidewalks, ramps, and medians as shown on the contract drawings."
3.1	Subgrade Preparation	.3S	Add Clause 3.1.3S: "Provide the contract administrator with survey layout and grade sheets five (5) days in advance of construction. Layout nails for curb and gutter are to be on the roadway side of curb at a distance offset the proposed curb line to enable field reviews of the sub-grade preparation."
3.4	Inspection	.1S	Revise Clause 3.4.1 to Read: "One day prior to formwork or stringline setup, review layout nails and grade sheets to ensure that prep work is properly set at the required the horizontal and vertical alignments. Immediately prior to placement of concrete, carefully inspect all formwork to ensure forms are properly set at required horizontal and vertical alignment, sufficiently rigid, clean, surface treated and ready for placement of concrete. Obtain Contract Administrator's approval of formwork and or stringline and compacted base."
03 40 01 Pre-Cast Concrete			
1.4	Measurement and Payment	.4S	Revise clause 1.4.4 to read: "Payment for precast concrete parking curbs includes supply, delivery, placement (including pinning with rebar) at locations shown on the contract drawings and will be made per each item installed."

SUPPLEMENTARY SPECIFICATIONS

2026

DIVISION 31 - EARTHWORK			
31 11 01 Clearing and Grubbing			
1.4	Measurement and Payment	.1S	<p>Revise clause 1.4.1 to read: "Payment for clearing and grubbing in vegetated areas shall be made for areas directed by the Contract Administrator and shall include the removal and disposal of shrubs, bushes, branches, roots, stumps, groundcover, and other vegetation, and the stripping and disposal of organic material. Payment shall include all labour, equipment, and materials required to complete the Work.</p> <p>Payment also includes the salvage, protection, and delivery of any irrigation components designated for reuse to the City of Langford, as directed by the Contract Administrator.</p>
		.2S	<p>Revise clause 1.4.2 to read: "Payment for isolated tree removal shall be made per each tree removed and shall include all labour, equipment, and materials required to cut and remove the tree, grind and remove the stump and major roots to a minimum depth of 300 mm below finished grade (or to subgrade where hard surfaces are to be constructed), backfill the excavation with approved material, and dispose of all tree debris off site, unless otherwise directed by the Contract Administrator."</p>
31 23 01 Excavating, Trenching, and Backfill			
1.10	Measurement and Payment	.3S	<p>(delete) clause 1.10.3 and replace with 1.10.3S: Payment for removal of unsuitable material or excavation beyond the lines and grades shown on the Contract Drawings will be made only as authorized over-excavation and only where such work has been reviewed and approved in advance by the Contract Administrator.</p> <p>Over-excavation may be required in roadway areas, utility trenches, vertical seepage pits, or other locations where unsuitable material is encountered, where excavation enlargement is necessary due to percolation testing results, field conditions, or where directed by the Contract Administrator.</p> <p>Measurement of authorized over-excavation will be based on in-place volume. Quantities will be determined from agreed excavation limits established prior to excavation and calculated using before-and-after cross-sections taken at sufficient and consistent intervals across the authorized limits.</p> <p>Payment for authorized over-excavation shall include full compensation for:</p> <ul style="list-style-type: none"> -Excavation beyond design limits as directed; -Loading, hauling, and off-site disposal of surplus or unsuitable material; -Supply and placement of specified replacement materials; -Backfilling with 19 mm minus granular base gravel; -Placement of 75–150 mm clean drain rock for vertical seepage pits only, where specifically approved by the Contract Administrator; -Moisture conditioning, compaction, and grading to the required design subgrade.

SUPPLEMENTARY SPECIFICATIONS

2026

			<p>Clean drain rock shall only be used for vertical seepage pit over-excavation where expressly authorized by the Contract Administrator.</p> <p>No payment will be made for over-excavation that is unauthorized, performed for the Contractor's convenience, or measured by truck haul, loose volume, or other non in-place methods.</p>
31 24 13 Roadway Excavation, Embankment and Compaction			
1.8	Measurement and Payment	.5S	<p>(delete) clause 1.8.5 and replace with:</p> <p>"Payment for common excavation includes: saw cutting of asphalt and concrete surfaces; removal of existing pavements, concrete road base, existing gravels, curbs, curbs and gutters, sidewalks, utilities strips, and driveways which are removed as part of the operation for common excavation. Measurement for common excavation:</p> <ol style="list-style-type: none"> 1. In-place volume will be calculated for payment from cross-sections at sufficient and equal intervals taken by Contract Administrator in areas of excavation. 2. Initial cross-sections will be taken after clearing and grubbing and stripping of topsoil, and immediately prior to excavation. 3. Final cross-sections will be taken upon completion of excavation to lines and levels required prior to placing of other materials over the excavated surface. 4. Payment for on-site re-use includes compaction of the re-used materials. 5. Payment for removal of existing brick pavers, asphalt and concrete pavement, sidewalks and driveways will be per m2 of material removed regardless of thickness. Removal extents to be agreed with Contract Administrator prior to commencing work. 6. Payment for removal of existing pavements, concrete road base, sidewalks, driveways which are removed for the installation of curb and gutter, electrical, water, sanitary, and storm utilities as shown on Contract Drawings will be made by area. Removals that are wider than the MMCD G4 width allowance will not be paid.

SUPPLEMENTARY SPECIFICATIONS

2026

			<p>7. Excavation of softscape areas will be per cubic meter and measured by neat line, calculated by multiplying the excavation area by the required excavation depth.</p> <p>8. Removal of existing concrete curb and gutter will be measured and paid per linear meter of curb and gutter removed. Including the removal and disposal of both reinforced and unreinforced concrete. The extent of curb and gutter removal must be reviewed and agreed upon with the Contract Administrator prior to commencing the work. All removed materials shall be disposed of off-site at a location arranged by the Contractor</p> <p>Removal extents to be agreed with Contract Administrator prior to commencing work."</p>
		.7S	<p>Clause 1.8.7 delete: "will be based on weigh tickets provided to Contract Administrator as loads are" replace with: "will be based on cubic metres of compacted material "</p>
		.14S	<p>(add) clause 1.8.14S as follows: "Cash Allowance to include Contractor disposal of contaminated soils as required based on contaminated soil testing. Incidental costs (overhead, profit, supervision, site costs, bonding, insurance and permits) are not be included in the Cash Allowance. Cash allowance is for proven costs that satisfy the approval of the Contract Administrator."</p>
		.15S	<p>(add) clause 1.8.15S as follows: Measurement for clean drain rock shall be made by the cubic metre of material supplied and placed, measured in place, as directed by the Contract Administrator.</p> <p>Payment for clean drain rock shall include supply, hauling, placement, shaping, and all labour, equipment, and materials required to complete the Work.</p>
DIVISION 32 - ROAD AND SITE IMPROVEMENTS			
32 01 16.7 Cold Milling			
1.5	Measurement and Payment	.1S	<p>Add to the end of clause 1.5.1: "Payment shall include profile milling, for both full-width and partial-width asphalt works, as required to ensure positive drainage to curb lines and drainage inlets, including milling over the existing gutter pan where necessary to achieve proper grades and surface continuity, and milling of 300 mm wide lap joints at pavement interfaces where required to facilitate proper asphalt tie-ins."</p>
32 11 23 Granular Base			
1.4	Measurement and Payment	.1S	<p>Revise Clause 1.4.1 to read: "Granular base for sidewalk, walkway and concrete curb and gutters is included in payment under Section 03 30 20 - Concrete Walks, Curbs and Gutters. Measurement for granular base and 9.5mm Crusher Chip of variable compacted thickness between 100mm and 150mm will be for actual compacted area placed as approved by the Contract Administrator. "</p>

SUPPLEMENTARY SPECIFICATIONS

2026

32 12 16 Hot-Mix Asphalt Concrete Paving			
1.5	Measurement and Payment	.1S	<p>Revised Clause 1.5.1 to read: "Payment for asphaltic concrete paving includes all construction joint preparation, slot paving, 300 mm lap joints, sawcutting, supply and placing of the asphaltic concrete, compaction, adjusting and cleaning of frames, covers and lids of all castings affected, and taped temporary pavement markings.</p> <p>Measurement for asphaltic concrete paving will be made by tonne of asphaltic concrete actually supplied and placed in the Work, based on weigh slips provided to the Contract Administrator at the time of delivery."</p>
32 14 01 Unit Paving			
1.6	Measurement and Payment	.3S	<p>Revised Clause 1.6.3 to read: "Payment for unit paving, whether designated for pedestrian or vehicular use, shall include the supply and installation of unit pavers, granular base, sand bedding course, cutting of pavers, fitting around appurtenances, and all labour, equipment, materials, and incidentals required to complete the Work in accordance with the Contract Drawings.</p> <p>Cast-in-place concrete flush paver edge restraints are excluded from this item and shall be paid for under Section 03 30 20 – Concrete Walks, Curbs, Slabs, and Gutters."</p>
32 17 23 Painted Pavement Markings			
1.5	Measurement and Payment	.3S	<p>Revised Clause 1.5.3 to read: "Payment for permanent pavement markings shall include all survey layout and set-out for pavement markings, including markings installed using thermoplastic, methyl methacrylate (MMA), or paint, and all markings requiring stencils.</p> <p>The Contractor shall submit the proposed pavement marking layout to the Contract Administrator for review and acceptance not less than five (5) days prior to installation"</p>
32 31 13 Chain Link Fences & Gates			
1.5	Measurement and Payment	.5S	<p>Add clause 1.5.5: "Payment shall be made at the applicable unit price set out in the Schedule of Quantities and Prices. The unit price shall constitute full compensation for the supply, delivery, handling, assembly, installation, and commissioning of each furnishing item in accordance with the manufacturer's instructions and the Contract Documents.</p> <p>The unit price shall include all labour, materials, equipment, fasteners, foundations (if specified), anchorage, adjustments, and all incidental work required to provide a complete, fully functional installation as intended. No separate payment will be made for any component necessary to achieve proper operation and performance."</p>

SUPPLEMENTARY SPECIFICATIONS

2026

32 33 00S Site Furnishings (See Supplemental Spec Section)			
1.0	General	.1s	Refer to: Supplemental Specification Section 32 33 00S SITE FURNISHINGS attached.
	Measurement and Payment		<p>Add clause 1.1.1: "Payment shall be made at the applicable unit price set out in the Schedule of Quantities and Prices. The unit price shall constitute full compensation for the supply, delivery, handling, assembly, installation, and commissioning of each furnishing item in accordance with the manufacturer's instructions and the Contract Documents.</p> <p>The unit price shall include all labour, materials, equipment, fasteners, foundations (if specified), anchorage, adjustments, and all incidental work required to provide a complete, fully functional installation as intended. No separate payment will be made for any component necessary to achieve proper operation and performance."</p>
32 84 00S Irrigation (See Supplemental Spec Section)			
1.0	General	.1s	Refer to: Supplemental Specification Section 32 84 00S IRRIGATION attached.
1.5	Measurement and Payment	.1s	Add clause 1.1.1: "The irrigation system will be paid at the lump sum price listed in the Schedule of Quantities and Prices. Payment shall be compensation in full for the excavation, trenching, bedding, backfilling and offsite disposal of any excess excavated materials, supply and installation of all materials shown on the drawings, operating maintenance, winterization and spring operation/testing, and all associated works in conformance with the drawings and specifications."
32 91 21 Topsoil and Finish Grading			
1.3	Source Quality Control	.3S	<p>Add Clause 1.3.3 to read: "All growing medium supplied by the Contractor shall be tested prior to placement. The Contractor shall ensure that the soil tested and the soil applied on site are from the same stockpile. Testing shall be at the Contractor's expense, performed by Pacific Soil Analysis Ltd., Vancouver, or an alternate laboratory agreed to by both the Contractor and Consultant. The Contractor shall arrange for such testing and recognize that a minimum period of one (1) week is required for such testing beginning from the time that the laboratory receives the soil sample(s). In the event that the Contractor initiates application of soil on site prior to completion of the soil analysis, it is possible that the soil will be rejected and require removal at the Contractor's expense.</p> <p>The Contractor shall submit the soil analysis report to the Consultant for review a minimum of 48 hours prior to commencement of work. "</p>

SUPPLEMENTARY SPECIFICATIONS

2026

		.4S	<p>Add Clause 1.3.4 to read "Each submission to the testing laboratory shall include the following: .1 Minimum 4 Litre sample of soil intended for use. .2 Indication of landscape application type (High traffic lawn, or Trees and Shrub Beds): .3 The planned watering/irrigation method."</p>
		.5S	<p>Add Clause 1.3.5 to read "The soil analytical requirements shall include: .1 pH. .2 Lime requirement to achieve a pH of 6.5. .3 Soluble salts or electrical conductivity (E.C.). .4 % Sands + % Fines (Silt and Clay) + % Organic Matter = 100%. .5 % Total Nitrogen. .6 Available levels of phosphorous, potassium, calcium and magnesium."</p>
		.6S	<p>Add Clause 1.3.6 to read "The laboratory analysis shall include recommendations for: .1 Soil amendments to bring soil attributes to acceptable levels as outlined in this specification. .2 Fertilizer applications, by category of plant type, to bring growing medium fertility to levels outlined in this specification."</p>
1.4	Measurement and Payment	.1S	<p>Revised Clause 1.4.1 to read: "Payment for growing medium and imported topsoil will be made separately for each type of growing medium and imported topsoil specified, and shall include supply of materials, on-site handling, placement, application of fertilizers where specified, and finished grading. Payment for growing medium and imported topsoil will be made by the cubic metre of material supplied and placed, measured in place based on the actual volumes installed and approved by the Contract Administrator."</p>
32 93 01 Planting of Trees, Shrubs and Ground Cover			
1.9	Measurement and Payment	.1S	<p>Revised Clause 1.4.1 to read: "Payment for trees, shrubs, and ground cover will be made for each tree, shrub, or ground cover unit of the size, species, and type specified on the Contract Drawings. Payment includes all preparatory work, supply and planting of the trees, shrubs, and ground cover as applicable, and all other incidentals specified under Section 32 93 01 – Planting Trees, Shrubs and Ground Covers, including maintenance to meet the Conditions of Total Performance."</p>
2.4	Products	1.S	<p>Revised Clause 2.4.1 to read: "Bark mulch to be per Section 32 93 01S Mulching"</p>
3.3	Planting	.4.1.S	<p>Revised Clause 3.3.4.1 to read: "Plant all trees in holes large enough to accommodate entire rootball plus growing medium. Reference City of Langford detail L1(b) for growing medium depth and volume requirements (10m3 c/w minimum depth of 800mm per tree)"</p>

SUPPLEMENTARY SPECIFICATIONS

2026

3.7	Mulching		Remove Clause 3.7 Mulching and replace with Supplemental Specifications Section 32 93 01S MULCHING attached.
32 93 01S Bark Mulch			
1.5	Measurement and Payment	.1S	Add Clause 1.5.1 to read: "Mulch will be measured by square metre complete from digital contract drawings and calculated cubic metres from 75 mm specified depth without factors for bulking or compaction. Payment shall be at the unit price tendered in the Schedule of Quantities and Prices as compensation in full for supply, delivery, placement of mulch, and all associated works in conformance with the drawings and specifications."
DIVISION 33 - UTILITIES			
33 11 01 Waterworks			
1.8	Measurement and Payment	.16S	<p>(add) clause 1.8.16S as follows: "Payment for new water service and meter box shall be made for each service installed and shall include coordination with the CRD, excavation to the limits required for installation of the new water service and meter box, provision of access for CRD operations, bedding, backfilling, compaction in accordance with applicable MMCD requirements and surface restoration to match existing conditions or as shown on the Contract Drawings.</p> <p>Installation of the connection to the municipal water main, supply and installation of the water service piping, curb stop and water meter box will be completed by the CRD. The Contractor shall coordinate the location, elevation and timing of service installation with the CRD and the City of Langford where applicable.</p> <p>No separate payment will be made for delays, standby or resequencing associated with CRD operations."</p>
1.8	Measurement and Payment	.17S	<p>(add) clause 1.8.16S as follows: "Payment for water service connection termination shall be made for each service terminated and shall include coordination with the CRD, locating the existing water service, excavation and exposure of the service to the limits required by the CRD, and backfilling, compaction, and surface restoration to match existing conditions following completion of CRD works.</p> <p>Cutting, capping, and abandonment of the water service will be completed by the CRD. The Contractor shall provide access and accommodate CRD operations as required."</p>

SUPPLEMENTARY SPECIFICATIONS

2026

1.8	Measurement and Payment	.18S	<p>(add) clause 1.8.17S as follows: "Payment for adjustment of an existing water service shall be made for each service adjusted and shall include locating and exposing the existing water service on the building side of the water meter, excavation, coordination with the CRD for adjustment of the water service and meter box, bedding, backfilling, and compaction in accordance with the applicable MMCD requirements, and surface restoration.</p> <p>The existing water service and water meter shall be reused. No new connection to the municipal water main is included in this item.</p> <p>The Contractor shall coordinate the location, elevation, and timing of the service connection with the City of Langford, the CRD where required, and the washroom contractor supplying and installing the building."</p>
33 30 01 - Sanitary Sewers			
1.6	Measurement and Payment	.18S	<p>(add) clause 1.9.12S: "Payment for sanitary sewer service works shall be made for the items shown in the Schedule of Quantities and shall include all labour, equipment, materials, and incidentals necessary to complete the Work in accordance with the Contract Drawings and MMCD requirements.</p> <p>The sanitary service and inspection chamber at the property line will be installed by West Shore Environmental Services (WSES). Payment for sanitary sewer works under this Contract shall include coordination with WSES, connection to the Works installed by WSES as shown on the Contract Drawings, completion of downstream sanitary works serving the washroom building, and reinstatement of all disturbed areas.</p> <p>No separate payment will be made for coordination with WSES or for delays associated with third-party sanitary service installation."</p>
33 40 01 - Storm Sewers			
1.6	Measurement and Payment	.12S	<p>(add) clause 1.9.12S: "Payment for catchbasin lead connections shall be made for each connection completed and shall include connection of the catchbasin lead to a new or existing storm main or manhole, including all fittings, coring or cutting of the existing structure, grouting, sealing, benching repair where required, and reinstatement to existing condition.</p> <p>Payment shall also include all labour, equipment, materials, and incidentals required to complete the Work in accordance with the Contract Drawings and MMCD requirements."</p>

SUPPLEMENTARY SPECIFICATIONS

2026

33 44 01 Manholes and Catchbasins		
1.5	Measurement and Payment	.2S
		(delete) clause 1.5.2 and replace with: "Payment for catchbasins, lawn drains, cleanouts, inspection chambers, and vertical seepage pits will be for each type, size and depth range constructed to details shown on Standard Detail Drawings as applicable under respective payment items. Payment includes excavation, disposal of surplus excavated material, supply of all units, cast-in-place concrete, pipes, fittings and related materials, bedding, imported or native backfill as shown on Contract Drawings, cleaning, testing where applicable, surface restoration and all other work and materials necessary to complete the installation as shown on Contract Drawings and specified herein."
		.3S
		(delete) clause 1.5.3 and replace with: "Payment for adjustment of tops of existing manholes, catchbasins, lawn drains, cleanouts, valves, junction boxes, and inspection chambers to meet finished grade will be made by each, as identified on the Schedule of Quantities and Prices, and only for adjustments not related to paving work."
DIVISION 34 - TRANSPORTATION		
34 41 13 Traffic Signals		
1.9	Measurement and Payment	.4S
		(add) clause 1.9.4S as follows: "Payment for supply, relocation, and installation of traffic signs, steel sign posts, concrete bases, and sleeves will be made per each as shown on the Contract Drawings."