

1.1 Owner: Resort Municipality of Whistler
(NAME OF OWNER)

Contract: RMOW 2025 Road and Trail Reconstruction
(TITLE OF CONTRACT)

Reference No. T00102
(OWNER'S CONTRACT REFERENCE NO.)

To All Tenderers: Date: April 16, 2025
 This addendum shall form part of the original documents for the above noted contract and all other segments of the contract shall remain in force except as noted below:

1. Paving Blackout Dates

Supplementary Specifications

DELETE:

Supplementary Specification 01 01 01SW 28.0 Event Closures

REPLACE WITH:

28.0	Event Closures	.1S	<p>The Contractor shall be made aware of any events that are scheduled during the anticipated construction period of the project including but not limited to:</p> <ul style="list-style-type: none"> - Crankworx – Friday, August 8 – Sunday, August 17, 2025 - Grand Fondo – Saturday, September 6, 2025 <p>No construction shall be permitted during these event periods</p> <p>At all times, the Contractor is to ensure that the place of construction is left in a safe condition when not onsite. The Contractor is to pay particular attention to ensuring safe demarcation of the construction site during scheduled events. For all events, all trench excavations that cross the roadway shall be finished with asphalt and not left with exposed granular material so that the travelled surface is flush with the adjoining surface. All streets shall be swept on the final day or work prior to weekends with scheduled events (in addition to street cleaning requirements from the Contract).</p>
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2. Substantial Performance

Paving on Lorimer Road must be completed before Friday, August 29, 2025, to avoid any conflicts with the start of school at Myrtle Philips Community School.

Form of Tender

DELETE:

Form of Tender Pages 1 to 3 of 14 inclusive

REPLACE WITH:

Form of Tender Pages 1 to 3 of 14 inclusive (Addendum #3, Attachment #1)

Form of Tender

DELETE:

Form of Tender Appendix 2 on Page 12 of 14

REPLACE WITH:

Form of Tender Appendix 2 on Page 12 of 14 (Addendum #3, Attachment #2)

Form of Agreement

DELETE:

Form of Agreement

REPLACE WITH:

Form of Agreement (Addendum #3, Attachment #3)

3. Questions

Q1: Item 1.0 - Provide details and location for swale and scupper

A1: Swale and scupper to be hand placed and field fit and will be located at the upstream termination of the concrete curbs at the Lorimer/Balsam intersection. Intent is to direct all road and shoulder drainage into the ditchline prior to the concrete curb section. Minimum width of scupper and swale to be 2.0m and shall extend to from the paved roadway to the ditch invert.

Q2: Item 1.0 – Confirm location of the roll-over curbs

A2: The north and south curb returns on the uphill side of the Lorimer/Balsam intersection with the quantity split evenly over the two sides of the road.

Q3: Provide Speed Hump Detail

A3: Addendum #3, Attachment #4

All tenderers shall acknowledge receipt of Addendum #3 (Two (2) pages) and the following Attachments

Attachment #1 - Form of Tender Pages 1 to 3 of 14 inclusive

Attachment #2 - Form of Tender Appendix 2 on Page 12 of 14

Attachment #3 - Form of Agreement

Attachment #4 – Speed Hump Detail

by signing in the space provided and submitting this signed addendum including attachments with the tender. Tenders submitted without acknowledgment of this addendum may be considered incomplete.

Receipt acknowledged and conditions agreed _____ day of _____, 2025

Tenderer

Signature

END ADDENDUM #3

UNIT
PRICE
CONTRACT

FORM OF TENDER

FORM OF TENDER
PAGE 1 OF 14
MMCD PLATINUM 2009

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

Owner: Resort Municipality of Whistler
(NAME OF OWNER)

Contract: RMOW 2025 Road and Trail Reconstruction
(TITLE OF CONTRACT)

Reference No. T00102
(OWNER'S CONTRACT REFERENCE NO.)

To Owner:

WE, THE UNDERSIGNED:

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

(ADDENDA, IF ANY)

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

1.3 have complied with the Instructions to Tenderers; and

ACCORDINGLY WE HEREBY OFFER:

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

2.2 to achieve Substantial Performance on or before Friday, August 29, 2025 for Form of Tender Item 1.0 and on or before September 30, 2025 for Form of Tender items 2.0, 3.0, 4.0 and 5.0
(WORK DURATION OR DATE)

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

WE CONFIRM:

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

3.2 that we understand and agree that the *Owner* is in no way obligated to accept this Tender.

WE CONFIRM:

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

Tenderer's Initials _____

tender:

- 4.1.1 the appendices as required by paragraph 5.3 of the Instructions to Tenderers – Part II; and
- 4.1.2 the *Bid Security* as required by paragraph 5.2 of the Instructions to Tenderers – Part II.
- 4.1.3 the *Consent of Security* - Performance, Labour and Materials Payment filled and signed.

WE AGREE:

- 5.1 that this tender will be irrevocable and open for acceptance by the *Owner* for a period of 60 calendar days from the day following the *Tender Closing Date and Time*, even if the tender of another tenderer is accepted by the *Owner*. If within this period the *Owner* delivers a written notice (“*Notice of Award*”) by which the *Owner* accepts our tender we will:
 - 5.1.1 within 10 *Days* of receipt of the written *Notice of Award* deliver to the *Owner*:
 - 1. a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract Price, covering the performance of the Work including the Contractor’s obligations during the Maintenance Period, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the *Owner*;
 - 2. a Baseline Construction Schedule, as provided by GC 4.6.1;
 - 3. a “clearance letter” indicating that the tenderer is in Worksafe BC compliance; and
 - 4. a copy of the insurance policies as specified in GC 24 indicating that all such insurance coverage is in place and;
 - 5.1.2 within 2 *Days* of receipt of written “*Notice to Proceed*”, or such longer time as may be otherwise specified in the *Notice to Proceed*, commence the *Work*; and
 - 5.1.3 sign the Contract Documents as required by GC 2.1.2.

WE AGREE:

- 6.1 that, if we receive written *Notice of Award* of this *Contract* and, contrary to paragraph 5 of this Form of Tender, we:
 - 6.1.1 fail or refuse to deliver the documents as specified by paragraph 5.1.1 of this Form of Tender; or
 - 6.1.2 fail or refuse to commence the *Work* as required by the *Notice to Proceed*, then such failure or refusal will be deemed to be a refusal by us to enter into the *Contract* and the *Owner* may, on written notice to us, award the *Contract* to another party. We further agree that, as full compensation on account of damages suffered by the

Tenderer’s Initials _____

Owner because of such failure or refusal, the *Bid Security* shall be forfeited to the *Owner*, in an amount equal to the lesser of:

6.1.3 the face value of the *Bid Security*; and

6.1.4 the amount by which our *Tender Price* is less than the amount for which the *Owner* contracts with another party to perform the *Work*.

OUR ADDRESS IS AS FOLLOWS:

Phone: _____
Fax: _____
Email: _____
Attention: _____

This Tender is executed this _____ day of _____, 2025

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Tenderer's Initials _____

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

BETWEEN OWNER AND CONTRACTOR

This agreement made in duplicate this _____ day of _____, 2025.

Owner: Resort Municipality of Whistler
(NAME OF OWNER)

Contract: RMOW 2025 Road and Trail Reconstruction
(TITLE OF CONTRACT)

Reference No. T00102
(OWNER'S CONTRACT REFERENCE NO.)

BETWEEN:

The Resort Municipality of Whistler
(NAME OF OWNER)
(the "Owner")

AND: _____

(NAME AND OFFICE ADDRESS OF CONTRACTOR)
(the "Contractor")

The Owner and the Contractor agree as follows:

- Article 1 The Work Start / Completion Dates**

 - 1.1 The Contractor will perform all Work and provide all labour, equipment and material and do all things strictly as required by the Contract Documents.
 - 1.2 The Contractor will commence the Work in accordance with the Notice to Proceed. The Contractor will proceed with the Work diligently, will perform the Work generally in accordance with the construction schedules as required by the Contract Documents and will achieve Substantial Performance of the Work August 29, 2025 for Form of Tender Item 1.0 and on or before September 30, 2025 for Form of Tender items 2.0, 3.0, 4.0 and 5.0, subject to the provisions of the Contract Documents for adjustments to the Contract Time.
(INSERT DATE OF SUBSTANTIAL PERFORMANCE)
 - 1.3 Time shall be of the essence of the Contract.
- Article 2 Contract Documents**

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

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

Article 3 Contract Price

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

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

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

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

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

Article 4 Payment

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

4.2 If the *Owner* fails to make payments to the *Contractor* as they become due in accordance with the terms of the *Contract Documents* then interest calculated at 2% per annum over the prime commercial lending rate of the Royal Bank of Canada on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

Article 5 Rights and Remedies

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

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

Article 6 Notices

Communications among the *Owner*, the *Contract Administrator*

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

The *Owner*:

Resort Municipality of Whistler

Municipal Hall

4325 Blackcomb Way

Whistler BC, V8E 0X5

Fax: n/a

Email: croberts@whistler.ca

Attention: Chelsey Roberts, Manager of Infrastructure Projects

The *Contractor*:

Fax:

Email:

Attention:

The *Contract Administrator*:

ISL Engineering and Land Services Ltd.

200, 39470 Queens Way

Squamish BC, V8B 0Z5

Fax: 604-815-4647

Email: gschulz@islengineering.com

Attention: Graham Schulz, P.Eng., Contract Administrator

- 6.2 A communication or notice that is addressed as above shall be considered to have been received
- 1.1.4 immediately upon delivery, if delivered by hand; or
 - 1.1.5 at the date and time as shown in the recipients inbox; or
 - 1.1.6 immediately upon transmission if sent by fax and received in hard copy; or
 - 1.1.7 after 5 *Days* from date of posting if sent by registered mail.
- 6.3 The *Owner* or the *Contractor* may, at any time, change its address for notice by giving written notice to the other at the address then applicable. Similarly if the *Contract Administrator* changes its address for notice then the *Owner* will give or cause to be given written notice to the *Contractor*.
- 6.4 The sender of a notice by fax or email assumes all risk that the fax or email is received.

Article 7 General

- 7.1 This *Contract* shall be construed according to the laws of British Columbia.
- 7.2 The *Contractor* shall not, without the express written consent of the *Owner*, assign this *Contract*, or any portion of this *Contract*.
- 7.3 The headings included in the *Contract Documents* are for convenience only and do not form part of this *Contract* and will not be used to interpret, define or limit the scope or intent of this *Contract* or any of the provisions of the *Contract Documents*.
- 7.4 A word in the *Contract Documents* in the singular includes the plural and, in each case, vice versa.
- 7.5 This agreement shall ensure to the benefit of and be binding upon the parties and their successors, executors, administrators and assigns.

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

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Owner:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

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

Schedule 1 **Schedule of Contract Documents**

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

NOTE: The documents noted with “*” are contained in the “Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings”, edition dated Platinum Edition, 2009. All sections of this publication are included in the *Contract Documents*.

- 8.1 Agreement, including all Schedules;
- 8.2 Supplementary General Conditions (for MMCD Volume II, Platinum Edition, 2009);
- 8.3 General Conditions*;
- 8.4 Supplementary Specifications (for MMCD Volume II, Platinum Edition, 2009);
- 8.5 Specifications*;
- 8.6 Supplementary Standard Detail Drawings (if any, insert title and edition date);
- 8.7 Standard Detail Drawings*;
- 8.8 Executed Form of Tender, including all Appendices;
- 8.9 *Contract Drawings* listed in Schedule 2 to the Agreement, –“List of *Contract Drawings*”;
- 8.10 Instructions to Tenderers - Part I;
- 8.11 Instructions to Tenderers - Part II*;
- 8.12 The following Addenda:

(ADDENDA, IF ANY)

- 8.13 MMCD Supplementary Updates:
 - 2022-04-07 2012-08-07
 - 2021-04-23 2012-06-08
 - 2020-08-04 2012-05-30
 - 2016-11-18 2011-08-08
 - 2015-11-02 2011-08-04
 - 2014-09-19 PVC C900 Pipe Specification Clarification
 - 2014-07-15 2010-05-18
 - 2014-02-28 2010-03-25
 - 2013-06-13 2009-11-19

As provided on website as of tender closing date: www.mmcd.net

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

**Schedule 2 List of Contract
Drawings**

TITLE	DRAWING NO.	DATE	REVISION NO.	REVISION DATE
COVER SHEET	33763-0	March 21, 2025	1	March 21, 2025
GENERAL NOTES & DETAILS	33763-1	March 21, 2025	1	March 21, 2025
ROAD SITE PLAN	33763-2	March 21, 2025	1	March 21, 2025
TRAIL SITE PLAN	33763-3	March 21, 2025	1	March 21, 2025
SEGMENT MANAGEMENT PLAN	33763-4	March 21, 2025	1	March 21, 2025

