

2022 Paving Program – Jasper Drive

992-681

District of Logan Lake

CONTRACT DOCUMENTS

SET NO. _____



Permit to Practice No. 1000129

Owner:



District of Logan Lake
PO Box 190, #1 Opal Drive
Logan Lake, BC V0K 1W0

Contract Administrator:



TRUE Consulting
201 – 2079 Falcon Road
Kamloops, BC V2C 4J2

May 2022

DISTRICT OF LOGAN LAKE - UNIT PRICE CONTRACT DOCUMENTS

2022 Paving Program – Jasper Drive Contract No. 992-681

CONTENTS

The complete **District of Logan Lake Unit Price Contract Documents** are based on the Master Municipal Construction Documents and consist of the following parts:

1. Documents provided herein:

- Invitation to Tenderers
- Instructions to Tenderers, Part I
- Form of Tender
 - Appendix 1 - Schedule of Quantities and Prices
 - Appendix 2 - Preliminary Construction Schedule
 - Appendix 3 - Experience of Superintendent
 - Appendix 4 - Comparable Work Experience
 - Appendix 5 - Subcontractors
- Agreement
 - Schedule 1 - Schedule of Contract Documents
 - Schedule 2 - List of Drawings
- Supplementary General Conditions
- Supplementary Specifications
- Prime Contract Designation Form
- Contract Drawings - Bound Separately

2. Documents that must be obtained by the Tenderer / Contractor:

- Master Municipal Construction Documents – 2019 Edition
(Available at MMCD website www.mmcd.net)
 - Instructions to Tenderers - Part II
 - General Conditions
 - Schedules and Diagrams
 - Standard Specifications
 - Standard Detail Drawings
- MMCD – 2019 Edition Supplementary Document updates
(document changes prepared by MMCD)
(Available at MMCD website <https://www.mmcd.net/resources/supplementary-updates>)
Supplemental Update 2022-04-07

Owner: District of Logan Lake
Contract: 2022 Paving Program – Jasper Drive
Project No.: 992-681

The District of Logan Lake invites tenders for the construction of road rehabilitation works in the Jasper Drive area of Logan Lake. A summary of specific work items includes the following (approx. quantities):

- Approximately 8,000 m² of cold milling to a 75mm depth
- Approximately 8,000 m² of asphalt prime
- Approximately 8,365 m² of 75mm depth hot mix asphalt concrete MMCD UC #1
- Removal and replacement of 16 manhole castings and lids
- Removal and replacement of 17 valve boxes

Electronic Contract Documents are available at no charge by contacting info@true.bc.ca (Adobe pdf format).

Paper copies may be ordered and picked up at the address below, on payment of a non-refundable amount of fifty (\$50) dollars, including GST (cheques payable to TRUE Consulting):

TRUE Consulting
201-2079 Falcon Road
Kamloops, BC V2C 4J2

There will be no pre-tender meeting.

There will not be a public tender opening

Tenders must be submitted by email with the subject line "Contract Title-Reference No.-1 of 1" to info@true.bc.ca. The tender opening will not be public and emails will not be opened until the closing date and time. Tender amendments may also be submitted to info@true.bc.ca up until closing time with subject line "Contract Title-Reference No.-Amendment No._". Tenderers are responsible for ensuring that documents are received and encouraged to send attachments in multiple emails if file sizes are over 20MB.

Tender Closing Time: 2:00 pm local time

Tender Closing Date: Wednesday, May 18, 2022

For additional information, please contact:

Sydney Emerson
TRUE Consulting
Email: semerson@true.bc.ca Phone: 250-828-0881 ext. 238

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

Owner: **District of Logan Lake**

Contract: **2022 Paving Program – Jasper Drive**

Reference No.: **992-681**

- 1.0 Introduction**
- 1.1 These Instructions apply to and govern the preparation of tenders for this *Contract*. The *Contract* is generally for the following work:
- Approximately 8,000 m² of cold milling to a 75mm depth
 - Approximately 8,000 m² of asphalt prime
 - Approximately 8,365 m² of 7mm depth hot mix asphalt concrete MMCD UC #1
 - Removal and replacement of 16 manhole castings and lids
 - Removal and replacement of 17 valve boxes
- 1.2 Direct all inquiries regarding the *Contract*, to:
- Sydney Emerson**
- TRUE Consulting**
- Address:** 201-2079 Falcon Road, Kamloops, BC V2C 4J2
- Phone:** 250-828-0881 ext. 238
- Email:** semerson@true.bc.ca
- 2.0 Tender Documents**
- 2.1 The tender documents, which a tenderer should review to prepare a tender, consist of all of the *Contract Documents* listed in Schedule 1 entitled “Schedule of Contract Documents”. Schedule 1 is attached to the Agreement which is included as part of the tender package. The *Contract Documents* include the drawings listed in Schedule 2 to the Agreement, entitled “List of *Contract Drawings*”.

2.2 A portion of the *Contract Documents* are included by reference. Copies of these documents have not been included with the tender package and must be obtained by the Tenderer / *Contractor*. These documents include the publication entitled “Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings” (2019 Edition). Refer to Schedule 1 of the Form of Agreement for a complete list of *Contract Documents*. All sections of these publications are by reference included in the *Contract Documents*.

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

3.0 Submission of Tenders

3.1 Tenders must be submitted by email with the subject line “Contract Title-Reference No.-1 of 1” to info@true.bc.ca. The tender opening will not be public and emails will not be opened until the closing date and time. Tender amendments may also be submitted to info@true.bc.ca up until closing time with subject line “Contract Title-Reference No.-Amendment No._”. Tenderers are responsible for ensuring that documents are received and encouraged to send attachments in multiple emails if file sizes are over 20MB.

on or before:

Tender Closing Time: 2:00 pm local time

Tender Closing Date: Wednesday, May 18, 2022

3.2 Late tenders will not be accepted or considered, and will not be opened

4.0 Additional Instructions to Tenderers

4.1 Pre-Tender Meeting

There will be no Pre-Tender Meeting

4.2 Construction Schedule

Milestone Dates for the project are listed in the Form of Tender Appendix 2 - Preliminary Construction Schedule.

4.3 Construction Site Surface Features

The existence and location of all surface features which may be encountered during construction are not guaranteed to be shown on the Drawings. Notwithstanding any other provisions of this Contract, the *Contractor* shall be solely responsible for confirming the existence, extent and location of surface features either shown on the Drawings or not, and the effect they may have on the *Work*. Surface features to be confirmed as part of the tender preparation shall include but not be limited to retaining walls, trees, shrubbery, ornamental features, signs, walkways, fences, irrigation and utility boxes. Unless specifically noted otherwise, no additional compensation will be made for protection, restoration or removal of surface features affected by the *Work*, or for the effect they may have upon the *Work* itself.

4.4 Survey Layout and Digital Base Drawing

Survey layout and as-built pick-up for all *Work* shall be the *Contractor's* responsibility. The *Contract Administrator* will provide a digital base plan in AutoCAD format, including survey control points and bench marks. The *Contractor's* surveyor shall locate, confirm and protect control points and preserve permanent reference points during construction, including property pins and survey monuments.

Owner: **District of Logan Lake**
Contract: **2022 Paving Program – Jasper Drive**
Reference No. **992-681**

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 the *Milestone Dates*, including the dates for *Substantial Performance* and *Total Performance* of the *Work* as listed in Appendix 2 of this Form of Tender; and

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 in Appendix 1 of this Form of Tender. Our *Tender Price* is based on the estimated quantities listed in the *Schedule of Quantities and Prices*, and excludes *GST*.

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

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

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

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

WE AGREE:

5.1

that this tender will be irrevocable and open for acceptance by the *Owner* for a period of 30 calendar days from the day following the *Tender Closing Date and Time*, even if the tender of another tenderer is accepted by the *Owner*. If within this period the *Owner* delivers a written notice ("*Notice of Award*") by which the *Owner* accepts our tender we will:

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

- .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;
- .4 a copy of the insurance policies as specified in GC 24 indicating that all such insurance coverage is in place;
- .5 a signed "Prime Contractor Declaration" form confirming requirements of GC 21.2; and

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

5.1.3 sign the Contract Documents as required by GC 2.1.2.

WE AGREE:

6.1

that, if we receive written *Notice of Award* of this *Contract* and, contrary to paragraph 5 of this Form of Tender, we:

6.1.1 fail or refuse to deliver the documents as specified by paragraph 5.1.1 of this Form of Tender; or

6.1.2 fail or refuse to commence the *Work* as required by the *Notice to Proceed*,

then such failure or refusal will be deemed to be a refusal by us to enter into the *Contract* and the *Owner* may, on written

notice to us, award the *Contract* to another party. We further agree that, as full compensation on account of damages suffered by the *Owner* because of such failure or refusal, the *Bid Security* shall be forfeited to the *Owner*, in an amount equal to the lesser of:

- 6.1.3 the face value of the *Bid Security*; and
- 6.1.4 the amount by which our *Tender Price* is less than the amount for which the *Owner* contracts with another party to perform the *Work*.

OUR ADDRESS IS AS FOLLOWS:

Phone: _____

Fax: _____

Attention: _____

This Tender is executed this

_____ day of _____, 2022.

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

District of Logan Lake

See paragraph 5.3.1 of the Instructions to Tenderers – Part II.

All prices and *Quotations* including the *Tender Price* shall include all *Taxes*, but shall not include *GST*. *GST* shall be shown separately.

2022 Paving Program - Jasper Drive

ITEM	PAYMENT		DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PAYMENT
	SECTION	PARA					
DIVISION 01 GENERAL REQUIREMENTS							
1.1	01 55 00	1.5.2S	Traffic Control, Vehicle Access and Parking	LS	1		
						Subtotal Division 01	
DIVISION 03 CONCRETE							
3.1	03 30 20	1.4.4S	Hand formed curb and gutter per MMCD std dwg. C4 including 100mm depth of 19mm minus gravel base and 100 mm depth of 75mm pit run gravel subbase to 300mm beyond back of curb	l.m.	20		
						Subtotal Division 03	
DIVISION 32 ROADS AND SITE IMPROVEMENTS							
32.1	32 01 16.7	1.5.1	Cold milling to 75mm depth	m ²	8,000		
32.2	32 12 13.2	1.5.1	Asphalt Prime	m ²	8,000		
32.3	32 12 16	1.5.1S	Hot-mix asphaltic concrete pavement. 75mm thickness, 1 lift, UC #1	m ²	8,365		
32.5	32 17 23	1.5.2	Permanent pavement markings	LS	1		
						Subtotal Division 32	
DIVISION 33 UTILITIES							
33.1	33 44 01	1.5.1S	Remove and replace manhole castings and lids	ea.	16		
33.2	33 11 01	1.8.3	Remove and replace water valve boxes with Robar style valve box	ea.	17		
						Subtotal Division 33	
OPTIONAL WORK							
OW.1	32 01 16.8	1.5.1	Full depth reclamation to 150mm depth	m ²	365		
OW.2	32 01 16.8	1.5.3	Liquid 35% calcium chloride solution applied at a 3L/ m ² rate to the full depth reclamation area	m ²	365		
						Subtotal Optional Work	

CONTRACT SUMMARY

SUBTOTAL DIVISION 01 - GENERAL REQUIREMENTS	
SUBTOTAL DIVISION 03 - CONCRETE	
SUBTOTAL DIVISION 32 - ROADS AND SITE IMPROVEMENTS	
SUBTOTAL DIVISION 33 - UTILITIES	
SUBTOTAL OPTIONAL WORK	
SUBTOTAL ALL PARTS	
PROVISIONAL CONTRACT SUM (Contingency)	\$25,000.00
TENDER SUBTOTAL	
GST (5% of Tender Subtotal)	
TOTAL CONTRACT SUM	

**District of Logan Lake
2022 Paving Program - Jasper Drive**

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

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

MILESTONE DATES:

Anticipated Contract Award: May 30th, 2022
Substantial Performance: September 15th, 2022
Total Performance: October 15th, 2022

ACTIVITY	CONSTRUCTION SCHEDULE												
	Week	1	2	3	4	5	6	7	8	9	10	11	12

Note: In the case of a discrepancy between the Preliminary Construction Schedule prepared by the Tenderer and the Milestone Dates prescribed by the Owner above, the Milestone Dates will govern.

Tenderer's Initials _____

District of Logan Lake
2022 Paving Program – Jasper Drive

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

Name: _____

Experience: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Tenderer's Initials _____

District of Logan Lake
2022 Paving Program – Jasper Drive

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

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

Tenderer's Initials _____

District of Logan Lake
2022 Paving Program – Jasper Drive

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

TENDER ITEM	TRADE	SUBCONTRACTOR NAME	PHONE NUMBER
COLD MILLING			
ASPHALT PAVING			
LINE PAINTING			

Tenderer's Initials _____

BETWEEN *OWNER* AND *CONTRACTOR*

This agreement made in duplicate this

_____ day of _____, 2022.

Contract: **2022 Paving Program – Jasper Drive**
Reference No. 992-681

BETWEEN:

The **The District of Logan Lake**
(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 the *Milestone Dates*, including *Substantial Performance* and *Total Performance* of the *Work* on or before the dates listed in Appendix 2 of the Form of Tender, subject to the provisions of the *Contract Documents* for adjustments to the *Contract Time*
- 1.3 Time shall be of the essence of the Contract.

Article 2 Contract Documents

- 2.1 The "*Contract Documents*" consist of the documents listed or referred to in Schedule 1, entitled "Schedule of Contract Documents", which is attached and forms a part of this Agreement, and includes any and all additional and amending documents issued in accordance with the provisions of the *Contract Documents*. All of the *Contract Documents* shall constitute the entire *Contract* between the *Owner* and the *Contractor*.
- 2.2 The *Contract* supersedes all prior negotiations, representations or agreements, whether written or oral, and the *Contract* may be amended only in strict accordance with the provisions of the *Contract Documents*.

Article 3 Contract Price

- 3.1 The price for the *Work* ("*Contract Price*") shall be the sum in Canadian dollars of the following:
- .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
 - .2 all lump sums, if any, as listed in the *Schedule of Quantities and Prices*, for items relating to or incorporated into the *Work*; plus
 - .3 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

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

The *Owner*:

District of Logan Lake

PO Box 190, #1 Opal Drive

Logan Lake, BC V0K 1W0

Email: warchambault@loganlake.ca

Attention: Wade Archambault

The *Contractor*:

Email: _____

Attention: _____

The *Contract Administrator*:

TRUE Consulting

201-2079 Falcon Road

Kamloops, BC V2C 4J2

Email: semerson@true.bc.ca

Attention: Sydney Emerson, EIT

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

- .1 immediately upon delivery, if delivered by hand; or
- .2 immediately upon transmission if sent by fax and received in hard copy; or
- .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 CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Owner:

District of Logan Lake

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(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. The items are listed in order of precedence in accordance with GC2.2.4.

NOTE: The documents noted with “*” are contained in the “Master Municipal Construction Documents – 2019 Edition”. All sections of these publications are included in the *Contract Documents*.

- 1.1 Agreement, including all Schedules;
- 1.2 The following Addenda (ADDENDA # and Date, if any):

- 1.3 Supplementary General Conditions;
- 1.4 General Conditions*;
- 1.5 Supplementary Specifications;
- 1.6 MMCD Supplemental Updates (available at www.mmcd.net)
Supplemental Update 2022-04-07
- 1.7 Specifications *;
- 1.8 *Contract Drawings* listed in Schedule 2 to the Agreement -
“List of *Contract Drawings*”;
- 1.9 Standard Detail Drawings *;
- 1.11 Executed Form of Tender, including all Appendices;
- 1.12 Instructions to Tenderers - Part I;
- 1.13 Instructions to Tenderers - Part II *.

Schedule 2 List of Contract Drawings

(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.)

TITLE	DRAWING NO.	DATE	REVISION NO.	REVISION DATE
ROAD PLAN JASPER AVENUE STA 1+300 – STA 1+970	992-681-01	MAY 2022	0	MAY 2022
DRAWING NOTES AND TYPICAL SECTIONS	992-681-02	MAY 2022	0	MAY 2022
ROAD PLAN CAMPGROUND LOOP	992-681-03	MAY 2022	0	MAY 2022

The General Conditions for this project are contained in the Master Municipal Construction Documents (MMCD) 2019 Edition, except as specified in the following Supplementary General Conditions and MMCD Supplementary Document Updates (see Schedule 1 of the Agreement). These Supplementary General Conditions take precedence over the applicable MMCD General Conditions.

1.0 DEFINITIONS

1.19 Contingency or Contingency Allowance

SGC 1.19.1 – Add the following:

The *Owner* will retain any unused portion of the *Contingency Allowance*, and the *Contractor* cannot make a claim for lost overhead or profit on the unused portion of the *Contingency Allowance*.

9.0 VALUATION OF CHANGES AND EXTRA WORK

9.5 Adjustments of Contract Time

SGC 9.5.3 - Delete 9.5.3 and replace with the following:

9.5.3 The *Construction Schedule* shall include allowance for all *Optional Work* unless specified otherwise in the *Contract Documents*. If the Contract Administrator authorizes *Optional Work* pursuant to GC 7.4.1 then the related Change Order shall **not** include any adjustment to the Contract Time.

18.0 PAYMENT

18.6 Substantial Performance

SGC 18.6.4 – Delete GC 18.6.4 and replace with the following:

18.6.4 The *Contract Administrator* shall include the date of *Substantial Performance* in the *Certificate of Substantial Performance*. The date for *Total Performance* shall be the set number of *Days* after *Substantial Performance* as listed in Appendix 2 of the *Form of Tender*, unless otherwise agreed by the *Contract Administrator*.

SGC 18.6.5 – Add the following:

The *Contract Administrator* shall prepare a *Payment Certificate* for release of the lien holdback and the amount shall be due and payable in accordance with GC 18.5.1.

18.7 Total Performance

SGC 18.7.4 – Add the following clause:

18.7.4 If *Total Performance* is not achieved on the date as outlined in SGC 18.6.4, upon written notification to the *Contractor*, the *Owner* may complete or cause to be complete any and all outstanding deficiencies. All resulting costs incurred by the *Owner* in completing the *Work*, including administration and inspection costs, will be deducted from the amounts owing by the *Owner* to the *Contractor*.

21.0 WORKERS COMPENSATION REGULATIONS

21.2 Contractor is "Prime Contractor"

SGC 21.2.2 - Add the following:

21.2.2 Prior to issuance of the Notice to Proceed, the *Contractor* shall sign and submit a Prime Contractor Agreement form (to be provided by *Contract Administrator*), acknowledging acceptance and understanding of the requirements and obligations of the Prime Contractor role. If at any time the *Contractor* believes he is no longer acting as the Prime Contractor, due to multiple contractors or other factors, written notification must be provided by the *Contractor* to the *Contract Administrator*. An investigation will then be completed and the Prime Contractor status will be confirmed or amended as warranted.

26.0 EARLY USE OF THE WORK

26.3 Effect on Maintenance Period

SGC 26.3 - Delete GC 26.3.1 and replace with the following:

26.3.1 There will be no effect on the *Maintenance Period* if the *Owner* takes over and begins to use a portion of the *Work* before *Substantial Performance* is achieved. The *Maintenance Period* for all *Work* shall commence from the date of *Substantial Performance* of the *Contract.4*

The Construction Specifications for this project are contained in the Master Municipal Construction Documents (MMCD) 2019 Edition, except as specified in the following Supplementary Specifications and MMCD Supplementary Document Updates (see Schedule 1 of the Agreement). These Supplementary Specifications take precedence over the applicable MMCD Specifications.

Section 01 52 01 Temporary Structures – Site Office

Delete 1.3.1, no Site Office is required for the Contract Administrator.

Section 01 55 00 Traffic Control, Vehicle Access and Parking

1.4 Traffic Control, Add the following:

- .14 All construction signage and traffic control must be in compliance with the Contract Documents, local bylaws, MOTI Manual and as directed by the Contract Administrator. All signage, barricades, delineators and garments must comply with MoTI Technical Circular T09-05 for Retro-Reflectivity.
- .15 The Contractor shall provide additional written notice to residents and businesses one day prior to access closures or restrictions. The content and form of the written notifications shall be reviewed and approved by the Contract Administrator prior to delivery. Emergency access and pedestrian access to all businesses and residences shall be maintained at all times. Vehicle access for business and residential properties shall be maintained at all times unless otherwise approved by the Contract Administrator. Suitable access shall have a minimum lane width of 3.0m and be defined as a bladed and comfortable driving surface, free of potholes and other impediments, sufficient to accommodate a standard two-wheel drive passenger vehicles at a speed of 20 km/h.
- .16 The Contractor shall provide weekly notification and coordination with all emergency and public services, including but not limited to fire, police, ambulance, transit, garbage collection and Canada Post. If regular recycling or garbage collection is impeded due to construction activity, the Contractor shall ensure that recycling and garbage is removed from the curbside and disposed of.
- .17 The Contractor shall make provision at all times for adequate separation between public and work area hazards, active and inactive, such as construction equipment, excavations and equipment by means of delineation, barricades and fencing. Applicable traffic control devices used for night time service must have ASTM9 equivalent or diamond grade equivalent reflectivity and flashing beacons. Where equipment enters or exists in the work area, Traffic Control Persons shall be used.
- .18 All affected roads shall be swept and have dust control applied as conditions warrant or as directed by the Contract Administrator.

Section 01 58 01 Project Identification

Delete 1.2.2.1 Public Notice and replace with the following:

- .1 The Contractor shall be responsible for notifying, in writing, all residents and businesses affected by the proposed construction within the project limits and affected area. This notification shall be done on a block by block basis, with each occupied parcel contacted 7 days in advance of construction in

the particular area or block. The content and form of the written notification shall be reviewed by the Contract Administrator and the Contractor shall incorporate any modifications or comments made into notification prior to issuance. The notice shall include an invitation for owners and residents to meet the Contractor's Superintendent and Resident Inspector at a brief street meeting prior to the commencement of the work in the particular block. Suggested time for the residential street meetings are 6:00pm to 6:30pm.

Section 03 30 20 Concrete Walks, Curbs and Gutters

1.4 Measurement and Payment,

Delete 1.4.2 and replace with the following:

- .2S Payment for granular base and granular subbase under curb and gutter to 300mm beyond back of curb as shown on standard detail drawings will be made under payment items in Section 32 11 23 – Granular Base and Section 32 11 16.1 – Granular Subbase, respectively. Unless otherwise indicated in Schedule of Quantities and Prices or Contract Drawings.

Delete 1.4.3 and replace with the following:

- .3S Payment for machine placed or precast concrete curbs and gutters excluding granular subbase and granular base, unless otherwise indicated in Schedule of Quantities and Prices or Contract Drawings, includes supply and placing of the concrete curbs and gutters and will cover all straight and curve sections and will be made separately for each specified type.

Delete 1.4.4 and replace with the following:

- .4S Payment for hand formed curb or curb and gutter will only be made when such and forming is specifically ordered by Contract Administrator. Hand formed curb or curb and gutter will include all base and granular base under curb and gutter to 300mm beyond back of curb as shown on standard detail drawings.

Section 32 12 16 Hot-Mix Asphalt Concrete Paving

1.5 Measurement and Payment, Delete 1.5.1 and Replace with the following:

- .1S Payment for asphaltic concrete paving Includes all construction joint preparation, supply and placing of the asphaltic concrete, compaction, adjusting and cleaning frames, covers and lids of all castings affected and taped temporary pavement markings where warranted. Measurement for asphaltic concrete paving will be made separately for each of the specified tender items and thicknesses and will be for asphalt concrete actually incorporated into work based on actual areas paved as determined by neat lines drawn by the Contract Administrator and/or survey data provided to the Contract Administrator.

Section 33 44 01 Manholes and Catch Basins

1.5 Measurement and Payment, Add the following to 1.5.1:

- 1.5.1S (6) Payment for removal and replacement of manhole castings and lids will be made for each casting and lid replaced as shown on Contract Drawings and specified in Schedule of Quantities and Prices. No payment will be made for excavation and all other associated work required to install the components.

PRIME CONTRACTOR DECLARATION

PROJECT: _____

LOCATION(S): _____

This declaration is a WorkSafe BC (formally Workers' Compensation Board) requirement for work on road allowances, and City-owned properties, projects, and developments.

As per the requirements of the Workers' Compensation Act Part 3, Division 3, Section 118 (1-3) which states:

Coordination of multiple-employer workplaces:

118 (1) *In this section:*

"multiple-employer workplace" means a workplace where workers of 2 or more employers are working at the same time;

"prime contractor" means in relation to a multiple-employer workplace;

(a) *the directing contractor, employer or other person who enters into a written Agreement with the owner of that workplace to be the prime contractor for the purposes of this Part, or*

(b) *if there is no Agreement referred to in paragraph (a), the owner of the workplace.*

(2) *The prime contractor of a multiple-employer workplace must*

(a) *ensure that the activities of employers, workers and other persons at the workplace relating to occupational health and safety are coordinated, and*

(b) *do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulation in respect to the workplace.*

(3) *Each employer of workers at a multiple-employer workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer's workers at that workplace.*

By signing this Agreement, the undersigned accepts all responsibilities of a Prime Contractor as outlined in the Workers' Compensation Act, and WorkSafe BC (OH&S Regulation).

As a contractor signing this Agreement, you are agreeing that your Company, Management staff, Supervisory staff and workers will comply with the Work Safe B.C. Occupational Health and Safety Regulations OH&S Regulations and the Workers' Compensation (WC) Act.

Any penalties, sanctions or additional costs levied against the municipality, as a result of the actions of the Prime Contractor are the responsibility of the Prime Contractor.

I, the undersigned, acknowledge having read and understand the information above.

By signing this Agreement, I agree as a representative of the firm noted below, to accept all responsibilities of the Prime Contractor for this project.

I fully understand and accept the responsibilities of the Prime Contractor designation in accordance with the Workers' Compensation Act for all work on road allowances, rights-of-way in favour of the municipality and municipal-owned property; as described above, and will abide by all WorkSafe BC Regulation requirements.

Municipal File #: _____ WorkSafe B.C. Notice of Project No.: _____

Company: _____ Date: _____

Authorized Rep.: _____ Signature: _____