



**Tender Documents**

City of Rossland

July 15, 2019

**Red Mountain Road  
Sidewalk Improvements**

**Ref# COR 2019-02**



Set # \_\_\_\_\_

**TABLE OF CONTENTS**

*Owner:* City of Rossland  
(NAME OF OWNER)

*Contract:* Red Mountain Road Sidewalk Improvements  
(TITLE OF CONTRACT)

Reference No. COR 2019-02  
(OWNER'S CONTRACT REFERENCE NO.)

**TABLE OF CONTENTS**

Invitation to Tender ..... INV-1

Instructions to Tenderers – Part I ..... IT-1 to IT-6

Form of Tender ..... FT-1 to FT-14

Form of Agreement ..... AGT-1 to AGT-6

Supplementary Specifications ..... 14 Pages

Supplementary General Conditions ..... SGC-1 to SGC-8

**Owner:** City of Rossland  
(NAME OF OWNER)

**Contract:** Red Mountain Road Sidewalk Improvements  
(TITLE OF CONTRACT)

**Reference No.** COR 2019-02  
(OWNER'S CONTRACT REFERENCE NO.)

**The Owner invites tenders for:**

The construction of a 2.0m wide concrete sidewalk along Red Mountain Road from Mountain View Road to the Roundabout in front of the Slalom Creek condominiums. Works include roadway lighting, the installation of two catch basins, 56m of mountable concrete curb, asphalt patching and the adjustment of 2 existing manhole rim elevations

(BRIEF DESCRIPTION OF THE WORK)

**The Contract Documents will be available for downloading on or after July 15, 2019 at:**

*This tender is being issued electronically through the BC Bid website ([www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca)) where any interested party may download the tender documents directly from the aforementioned website. No registration, tracking or other recording of tender document holders will be performed by the Owner. All addenda, amendments or further information will be published on the BC Bid website. It is the sole responsibility of the tenderer to monitor the website regularly to check for updates.*

(ADDRESS WHERE CONTRACT DOCUMENTS CAN BE VIEWED)

**Tenders are scheduled to close:**

**Tender Closing Time:** 2:00 p.m. local time

**Tender Closing Date:** Friday July 26, 2019

**Address:** City of Rossland  
2196 Leroi Avenue  
Rossland BC V0G 1Y0

(ADDRESS WHERE TENDERS MUST BE SUBMITTED)

**Name of Owner's representative:**

Darrin Albo, Manager of Operations

City of Rossland

250.362.7396 EXT 1237

(PHONE)

(CELL)

<b>1.0</b>	<b>Introduction.....</b>	<b>IT – 1</b>
<b>2.0</b>	<b>Tender Documents .....</b>	<b>IT – 1</b>
<b>3.0</b>	<b>Submission of Tenders .....</b>	<b>IT – 2</b>
<b>4.0</b>	<b>Additional Instructions to Tenderers .....</b>	<b>IT – 3</b>

THIS PAGE INTENTIONALLY LEFT BLANK

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

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

Owner: City of Rossland

(NAME OF OWNER)

Contract: Red Mountain Road Sidewalk Improvements

(TITLE OF CONTRACT)

Reference No. COR 2019-02

(OWNER'S CONTRACT REFERENCE NO.)

**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:  
The construction of a 2.0m wide concrete sidewalk along Red Mountain Road from Mountain View Road to the Roundabout in front of the Slalom Creek condominiums. Works include roadway lighting, the installation of two catch basins, 56m of mountable concrete curb, asphalt patching and the adjustment of 2 existing manhole rim elevations

(BRIEF DESCRIPTION OF THE WORK)

1.2 Direct all inquiries regarding the *Contract*, to:  
Sean Annan, P.Eng.

Manager, West Kootenay Office / Project Engineer

(NAME AND POSITION OF INDIVIDUAL WHO WILL ANSWER INQUIRIES)

**Address:** 1952 Columbia Avenue  
Rossland BC V0G 1Y0

**Phone:** 250.362.2229

**Fax:** 604.629.2698

**Email:** sannan@islengineering.com

**2.0 Tender Documents** 2.1 The tender documents which a tenderer should review to prepare a tender consist of all of the *Contract Documents* listed in Schedule 1 entitled “Schedule of Contract Documents”. Schedule 1 is attached to the Agreement which is included as part of the tender package. The *Contract Documents* include the drawings listed in Schedule 2 to the Agreement, entitled “List of *Contract Drawings*”.

2.2 A portion of the *Contract Documents* are included by reference. Copies of these documents have not been included with the tender package. These documents are the Instructions to Tenderers - Part II, General Conditions, Specifications and Standard Detail Drawings. They are those contained in the publication entitled “Master Municipal Construction Documents - General

Conditions, Specifications and Standard Detail Drawings”. Refer to Schedule 1 to the Agreement or, if not specified in Schedule 1, then the applicable edition shall be the most recent edition as of the date of the *Tender Closing Date*. All sections of this publication are by reference included in the *Contract Documents*.

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

**3.0 Submission of Tenders**

3.1 Tenders must be submitted in a sealed envelope, marked on the outside with the above *Contract* Title and Reference No., and must be received by the office of:

Manager of Operations  
(TITLE OF POSITION)

on or before

**Tender Closing Time:** 2:00 p.m. local time  
**Tender Closing Date:** Friday July 26, 2019

At

**Address:** City of Rossland, Attention: Darrin Albo  
2196 Leroi Avenue  
Rossland BC V0G 1Y0

(ADDRESS WHERE TENDERS MUST BE SUBMITTED)

**Fax:** 250.362.5461

3.2 Late tenders will not be accepted or considered, and will be returned unopened.

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

**4.0 Additional Instructions to Tenderers**

4.1	Par. #	Title	Action
	5.2.2	Tender Requirements - Cash, Bank Draft, Letter of Credit	Delete entire paragraph.

INSTRUCTIONS TO TENDERERS PART I

12.1	Amendment of Tenders	Change “hand, mail or fax” to “hand” and add “An amendment by email or fax will not be accepted.”
15.4	Award	<p>Insert the following clause:</p> <p>“The lowest or any tender will not necessarily be accepted. Without limiting the generality of the foregoing, any tender which is incomplete, obscure or irregular may be rejected, any tender having erasures or corrections in the Form of Tender: Appendix 1, Schedule of Quantities &amp; Prices may be rejected, any tender in which unit prices are omitted or in which unit prices are obviously unbalanced may be rejected, any tender accompanied by an insufficient bond may be rejected, any tender that has any deletions, alterations, or changes in the <i>Contract Documents</i> as listed in Schedule 1 and 2 of the Agreement may be rejected.”</p> <p><u>Basis of Contract Award &amp; Acceptance</u></p> <p>In reviewing tenders and awarding the <i>Contract</i> for this project the <i>Owner</i> may consider not only the tendered prices but the overall value that the tender represents to the <i>Owner</i> based on quality, service and price, and the tenderer’s experience and qualifications considered essential by the <i>Owner</i> for the satisfactory completion of this type and size of project, including:</p> <ul style="list-style-type: none"><li>a) Bonding capability.</li><li>b) Financial capability.</li><li>c) Previous completed projects of this type and/or size.</li><li>d) Major projects now being undertaken by the tenderer.</li><li>e) Key office and site personnel to be assigned by the tenderer to this project.</li></ul>



- f) Time for completion of the *Work*.
- g) The past experience of the *Owner* and/or other project owners with respect to the tenderer's performance in completing projects in a timely, efficient and satisfactory manner, the tenderer's methods of doing business and the tenderer's ability to establish and maintain a good working relationship with a project owner.

The *Owner* reserves the right to award the *Contract* based on the above pre-requisites and to reject without further consideration, any tender which in its opinion, does not meet the criteria it considers essential for this project.

The tenderer, by submitting a tender, agrees that it will not make a claim against the *Owner*, for whatever reason, relating to the tender, the tender documents, or the competitive tender process. The tenderer, by submitting a tender, waives any claim or recovery for loss of profits or any prospective damages whatsoever if no *Contract* is entered into with the tenderer.

4.2 Form of Submission

The tenderer must submit their pricing on the Form of Tender provided in this document.

4.3 Note that the Master Municipal Construction Document **(this contract is based on the Platinum Edition)** must be purchased separately from:

Support Services Unlimited  
#102, 211 Columbia St  
Vancouver BC V6A 2R5

Attention: Ms. Donna Denham  
Phone: 604- 681-0295

4.4 17.1 Optional Work

Change "Optional work" as defined in GC1.37, to "Optional Work", as defined in GC 1.48.

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: City of Rossland  
(NAME OF OWNER)

Contract: Red Mountain Sidewalk Improvements  
(TITLE OF CONTRACT)

Reference No. COR 2019-02  
(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 of the *Work* on or before September 15, 2019; and  
(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 tender:

Tenderer's Initials \_\_\_\_\_

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

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

**WE AGREE:**

5.1 that this tender will be irrevocable and open for acceptance by the *Owner* for a period of 60 calendar days from the day following the *Tender Closing Date and Time*, even if the tender of another tenderer is accepted by the *Owner*. If within this period the *Owner* delivers a written notice (“*Notice of Award*”) by which the *Owner* accepts our tender we will:

5.1.1 within 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 *Owner* because of such failure or refusal, the *Bid*

*Security* shall be forfeited to the *Owner*, in an amount equal to the

Tenderer’s Initials \_\_\_\_\_

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 \_\_\_\_\_, 20 \_\_\_\_\_.

***Contractor:***

\_\_\_\_\_  
(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

\_\_\_\_\_  
(AUTHORIZED SIGNATORY)

\_\_\_\_\_  
(AUTHORIZED SIGNATORY)

Tenderer's Initials \_\_\_\_\_

**APPENDIX 2  
PRELIMINARY CONSTRUCTION SCHEDULE**

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

Owner: City of Rossland  
(NAME OF OWNER)

Contract: Red Mountain Road Sidewalk Improvements  
(TITLE OF CONTRACT)

Reference No. COR 2019-02  
(OWNER'S CONTRACT REFERENCE NO.)

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

MILESTONE DATE: Substantial performance by September 15, 2019

ACTIVITY	CONSTRUCTION SCHEDULE								
	1	2	3	4	5	6	7	8	9
	10	11	12	13	14	15	16	17	18

Tenderer's Initials\_\_\_\_\_

**APPENDIX 3  
EXPERIENCE OF SUPERINTENDENT**

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

*Owner:* City of Rossland  
(NAME OF OWNER)

*Contract:* Red Mountain Road Sidewalk Improvements  
(TITLE OF CONTRACT)

Reference No. COR 2019-02  
(OWNER'S CONTRACT REFERENCE NO.)

**Name:** \_\_\_\_\_

**Experience:** \_\_\_\_\_

**Dates:** \_\_\_\_\_

Project Name: \_\_\_\_\_

Responsibility: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

References: \_\_\_\_\_

\_\_\_\_\_

**Dates:** \_\_\_\_\_

Project Name: \_\_\_\_\_

Responsibility: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

References: \_\_\_\_\_

\_\_\_\_\_

**Dates:** \_\_\_\_\_

Project Name: \_\_\_\_\_

Responsibility: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

References: \_\_\_\_\_

\_\_\_\_\_

**Dates:** \_\_\_\_\_

Project Name: \_\_\_\_\_

Responsibility: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

References: \_\_\_\_\_

\_\_\_\_\_

Tenderer's Initials \_\_\_\_\_

**APPENDIX 4  
COMPARABLE WORK EXPERIENCE**

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

Owner: City of Rossland  
(NAME OF OWNER)

Contract: Red Mountain Road Sidewalk Improvements  
(TITLE OF CONTRACT)

Reference No. COR 2019-02  
(OWNER'S CONTRACT REFERENCE NO.)

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

Tenderer's Initials \_\_\_\_\_

**APPENDIX 5  
SUBCONTRACTORS**

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

*Owner:* City of Rossland  
(NAME OF OWNER)

*Contract:* Red Mountain Road Sidewalk Improvements  
(TITLE OF CONTRACT)

Reference No. COR 2019-02  
(OWNER'S CONTRACT REFERENCE NO.)

TENDER ITEM	TRADE	SUBCONTRACTOR NAME	PHONE NUMBER



FORM OF AGREEMENT

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

BETWEEN OWNER AND CONTRACTOR

This agreement made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2019

Owner: City of Rossland  
(NAME OF OWNER)

Contract: Red Mountain Road Sidewalk Improvements  
(TITLE OF CONTRACT)

Reference No. COR 2019-02  
(OWNER'S CONTRACT REFERENCE NO.)

BETWEEN:

The City of Rossland  
(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 on or before September 15, 2019 subject to the provisions of (INSERT DATE OF SUBSTANTIAL PERFORMANCE ) 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

FORM OF AGREEMENT

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 fax, or by

FORM OF AGREEMENT

pre-paid registered mail to the addresses as set out below:

The *Owner*:

City of Rossland

City Hall

2196 Leroi Avenue

Rossland, BC V0G 1Y0

Fax: 250.362.5451

Email: [darrin@rossland.ca](mailto:darrin@rossland.ca)

Attention: Darrin Albo

The *Contractor*:

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Attention: \_\_\_\_\_

The *Contract Administrator*:

ISL Engineering and Land Services Ltd.

1952 Columbia Avenue

Rossland BC V0G 1Y0

Fax: 604.629.2698

Email: [sannan@islengineering.com](mailto:sannan@islengineering.com)

Attention: Sean Annan, P.Eng.

- 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 immediately upon transmission if sent by fax and received in hard copy; or
  - 1.1.6 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

FORM OF AGREEMENT

*Owner*, assign this *Contract*, or any portion of this *Contract*.

- 7.3 The headings included in the *Contract Documents* are for convenience only and do not form part of this *Contract* and will not be used to interpret, define or limit the scope or intent of this *Contract* or any of the provisions of the *Contract Documents*.
- 7.4 A word in the *Contract Documents* in the singular includes the plural and, in each case, vice versa.
- 7.5 This agreement shall ensure to the benefit of and be binding upon the parties and their successors, executors, administrators and assigns.

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

*Contractor:*

\_\_\_\_\_  
(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

\_\_\_\_\_  
(AUTHORIZED SIGNATORY)

\_\_\_\_\_  
(AUTHORIZED SIGNATORY)

*Owner:*

**City of Rossland**

\_\_\_\_\_  
(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**  
**Drawings**

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

**NOTE:** The documents noted with “\*” are contained in the “Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings”, edition dated 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);
- 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:

- 2016-11-18
- 2015-11-12
- 2014-09-19
- 2014-07-15
- 2014-02-28
- 2013-06-13
- 2012-08-07
- 2012-06-08
- 2012-05-30
- 2011-08-08
- 2011-08-04
- PVC C900 Pipe Specification Clarification
- 2010-05-18
- 2010-03-25
- 2009-11-19

As provided on website as of tender closing date: [www.mmcd.net](http://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	C-01	June 13, 2019	1	July 15, 2019
Notes and Details	N-01	June 13, 2019	1	July 15, 2019
Roadworks	R-01	June 13, 2019	1	July 15, 2019
Electrical	E-01	July 10, 2019	1	July 15, 2019

**FORM OF TENDER**

**Appendix 1**

**2019-02**

(CONTRACT#)

**Red Mountain Road - Sidewalk Improvements**

(TITLE OF CONTRACT)

**TENDER SUMMARY**

See paragraph 5.3.1 of the Instructions to Tenderers – Part II

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

<b><i>Division</i></b>	<b><i>Description</i></b>	<b><i>Totals</i></b>
Div 01	General Requirements	\$ -
Div 03	Concrete	\$ -
Div 26	Electrical	\$ -
Div 31	Earthworks	\$ -
Div 32	Roads and Site Improvements	\$ -
Div 33	Utilities	\$ -
	SubTotal	\$ -
	GST @ 5%	\$
	Tender Price plus GST	\$

\_\_\_\_\_  
 Tenderer's Name

Tenderer's Initials \_\_\_\_\_

<i>Item No</i>	<i>Para</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Total Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
01 33 01		1.1 - Project Record Documents				
1.1.1	1.8.1S	Project Record Documents	L.S.	1		
<b>Sub Total</b>						\$ -

Tenderer's Initials \_\_\_\_\_



<i>Item No</i>	<i>Para</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Total Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
<b>03 30 20</b>		<b>2.1 - Concrete Walks, Curb And Gutter</b>				
2.1.1	1.4.3	Continuous Curb Machine Placed or Hand Formed <b>Curb &amp; Gutter</b> (Concrete Mountable Curb)	Lineal Metre	55		
2.1.2	1.4.3	Replace Existing curb letdown at STA 0+064 Hand Formed <b>Curb &amp; Gutter</b> (Concrete Mountable Curb)	Lineal Metre	2		
2.1.3	1.4.4	Replace Existing curb for catchbasin at STA 0+016 Hand Formed <b>Curb &amp; Gutter</b> (Concrete Mountable Curb)	Lineal Metre	2		
2.1.4	1.4.10S	<b>Concrete Median Curb</b> per MMCD STD DWG C6	Lineal Metre	11		
2.1.5	1.4.5	<b>Concrete Walks, Ramps, Infill Strips and Walkways</b> (100mm Thick - c/w 150mm thick granular base, broom finish as per SSD C1)	Square Metre	340		
2.1.6	1.4.6S	<b>Driveway Crossings</b> (150mm thickness c/w ramps, 150mm thick granular base, grading and compaction)	Square Metre	85		
<b>Sub Total</b>						<b>\$ -</b>

<i>Item No</i>	<i>Para</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Total Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
<b>26 56 01</b>		<b>3.1 - Roadway Lighting</b>				
3.1.1	1.9.2.1S	<b>Roadway Lighting</b> Supply and Install 4 streetlight standards, concrete bases, luminaires, and electrical components (conduits and wiring) on Red Mountain Road from Olaus Way to Mountain View Road.	LS	1		
3.1.2	1.9.4S	<b>Roadway Lighting</b> Remove and Dispose of Existing Streetlight	Each	1		
					<b>Sub Total</b>	\$ -

<i>Item No</i>	<i>Para</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Total Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
<b>31 24 13</b>		<b>4.1 - Roadway Excavation, Embankment and Compaction</b>				
4.1.1	1.8.4 1.8.5	Remove Existing Curbs and Gutters, Driveways, Abandoned Pipes, IC's, Conduits, Streetlight Bases, signs, sign bases, asphalt outside of roadway, including disposal to a site approved by the Contractor Administrator	LS	1		
4.1.2	1.8.5	Common Excavation to Neat-Line Design c/w Offsite Disposal	Cubic Metre	85		
4.1.3	1.8.9	Subgrade Preparation	Square Metre	548.5		
					<b>Sub Total</b>	<b>\$ -</b>

Tenderer's Initials \_\_\_\_\_

<i>Item No</i>	<i>Para</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Total Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
<b>32 11 23</b>		<b>5.1 - Granular Base</b>				
5.1.1	1.4.15	Supply and Install 19mm minus <b>Granular Base</b> Boulevard gravels around existing catchbasin at STA 0+115	Cubic Metre	3		
<b>32 12 16</b>		<b>5.2 - Hot-Mix Asphalt Concrete Paving</b>				
5.2.1	1.5.1, 1.5.2	<b>Asphalt Pavement On Roadway</b> - Single Lift MoT Class 2 Mix 75mm Thickness	Square Metres	70		
5.2.2	1.5.1 1.5.2	<b>Asphalt Pavement</b> on Driveway MoT Class 2 Mix 50mm Thickness	Square Metres	72		
<b>32 31 13</b>		<b>5.3 - Chain Link Fences &amp; Gates</b>				
5.3.1	1.5.5	Remove and Re-install Existing Median Signage	LS	1		
<b>32 91 21</b>		<b>5.4 - Topsoil and Finish Grading</b>				
5.4.1	1.4.1	Supply and Install <b>Topsoil</b> 100mm Thickness along electrical trench	Cubic Metre	12		
<b>32 92 19</b>		<b>5.5 - Hydraulic Seeding</b>				
5.5.1	1.8.1	<b>Hand Seeding</b>	Square Metres	120		
					<b>Sub Total</b>	\$ -

Tenderer's Initials \_\_\_\_\_

<i>Item No</i>	<i>Para</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Total Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
<b>33 40 01</b>		<b>6.1 - Storm Sewers</b>				
6.1.1	1.6.9	<b>Drainage Tie-in</b> from proposed catchbasin to existing catchbasin lead	LS	1		
6.1.2	1.6.9	<b>Drainage Tie-in</b> to existing catchbasin	LS	1		
6.1.3	1.6.5	<b>Catchbasin Lead</b> PVC SDR35 200mm diameter	Lineal Metres	13		
<b>33 44 01</b>		<b>6.2 - Manholes and Catchbasins</b>				
6.2.1	1.5.2	<b>600mm dia. Catchbasin</b> c/w TK-7 Grate	LS	1		
6.2.2	1.5.2	<b>Cast Iron Catchbasin</b> c/w Type 'B' - L Grate	LS	1		
6.2.3	1.5.1.6	<b>Remove and Dispose of Existing catchbasin</b> and replace with 200mm dia. PVC SDR35 complete with connection to inlet and outlet of existing catchbasin	LS	1		
6.2.4	1.5.1	<b>Adjust Existing Manhole</b> to sidewalk grade at STA 0+085	LS	1		
6.2.5	1.5.1	<b>Adjust Existing catchbasin</b> to sidewalk grade at STA 0+115	LS	1		
6.2.6	1.5.1	<b>Adjust Existing Manhole</b> to sidewalk grade at STA 0+147	LS	1		
					<b>Sub Total</b>	<b>\$ -</b>

Tenderer's Initials \_\_\_\_\_

Owner: City of Rossland  
(NAME OF OWNER)

Contract: Red Mountain Road Sidewalk Improvements  
(TITLE OF CONTRACT)

Reference No. COR 2019-02  
(OWNER'S CONTRACT REFERENCE NO.)

General Conditions #	Paragraph #	Title	Action
3	.2	Authority	Delete GC3.2.2 and replace with:  "Nothing contained in the <i>Contract Documents</i> shall create any contractual relationship or other relationship recognized by law between the <i>Contract Administrator</i> and the <i>Contractor</i> , subcontractors, suppliers, or their agents, employees or other persons performing any of the <i>Work</i> ."
	.3	Contract Administration	Delete GC3.3.5 and replace with:  "The Owner shall provide the Contractor with three survey control points at the Place of the Work, and relative coordinates of the major portions of the Work. The Contract Administrator may conduct survey checks of the Work at his discretion. The Contractor shall provide a survey assistant, at the Contract Administrators request, for such survey checks. The Contractor shall protect and preserve such survey control points for so long as they are required for the Work and if any of them must be replaced because they are disturbed or destroyed by the Contractor, then the Contractor shall pay the costs of such replacement."
4.3	.1	Protection of <i>Work</i> , Property and the Public	Add:  Within the terms of this clause, the <i>Contractor</i> is responsible for the protection of existing power, telephone poles, fibre optic lines and other facilities of utility companies during the term of the <i>Contract</i> .
	.4		Delete GC 4.3.4 and replace with the following:  Before commencing any <i>Work</i> at the <i>Place of the Work</i> , the <i>Contractor</i> shall be responsible to locate in three dimensions all underground utilities and structures indicated on the <i>Contract Documents</i> as being at the <i>Place of the Work</i> . The <i>Contractor</i> shall also be responsible to consult with all utility corporations that provide electricity, communication, gas or other utility services in the area of the <i>Place of the Work</i> , to locate in three dimensions all underground utilities for which they have records. The <i>Contractor</i> shall also locate in three dimensions any other utilities or underground structures that are reasonably apparent in an inspection of the <i>Place of the Work</i> .

			The <i>Contractor</i> shall contact BC One Call at least 48 hours prior to excavating to advise of the Work.
4.5	.1	Errors, Inconsistencies or Omissions in the <i>Contract Documents</i>	GC4.5.1 are amended:  (i) by deleting “or omission” wherever it appears and substituting “omission or any incorrect, inaccurate or misrepresented fact”, and  (ii) by deleting “or omissions” wherever it appears and substituting “omissions or incorrect, inaccurate or misrepresented facts”.
	.4		Add GC4.5.4:  “If Additional Instructions are required to address any error, inconsistency, omission or incorrect, inaccurate or misrepresented facts, the Contractor’s inefficiencies or mismanagement, if any, shall not be taken into account when determining any impact of those Additional Instructions on the Contract Price or the Contract Time.”
4.6	.2	Construction Schedule	GC4.6.2 is amended by deleting “monthly” and substituting “monthly or within a shorter time period specified in the <i>Contract Documents</i> ”.
4.12	.5	Tests and Inspections	GC4.12.2.5 (1) and (2) are amended by deleting “timely notice” and substituting “not less than two days”.
6.2	.1	Coordination and Connection	Add:  The <i>Owner</i> or <i>Contract Administrator</i> will not be liable for claims for delay caused by applicable third parties, including, but not limited to BC Hydro, TELUS, Fortis BC Gas, Fortis BC Elec, Shaw Cable, other utility corporations, or <i>Owner Forces</i> for work required to be undertaken on this <i>Contract</i> .
7.4	.2	Optional Work	Add GC 7.4.2:  All items included in the <i>Schedule of Quantities and Prices</i> which shall be stated to be Optional Work shall be used only as directed and at the sole discretion of the <i>Contract Administrator</i> .
	.3		Add GC 7.4.3:  All or any unused portion of these sums shall revert to the City and shall be deducted from the Contract Price before final payment is made. No claim for lost profit shall be made by the <i>Contractor</i> for the deletion of any or all of these optional items.
9.2	.1(1)	Valuation Method	Add:  ; subject to final approval of available funding by the <i>Owner</i> .
	.4		GC9.2.4 is amended by deleting “unless at the time of

			the agreement the <i>Contractor</i> expressly reserved in writing the right to claim for additional payment or Contract Time adjustments.”
9.4	.3	Quantity Variations	<p>Delete GC 9.4.3 and replace with the following:</p> <p>A revised unit price shall be applicable and calculated as follows:</p> <ol style="list-style-type: none"> <li>1) in the case of a shortfall of more than the <i>Variance Threshold Percentage</i>: <ol style="list-style-type: none"> <li>a) the revised unit price shall apply to all of the actual amount of that item constructed or provided; and</li> <li>b) the revised unit price shall be determined so that the <i>Contractor's</i> total compensation for that item will be equal to the actual quantity multiplied by the tender unit price plus an amount equal to the overhead and profit, if any, the <i>Contractor</i> would have received for the quantity difference between the <i>Tender Quantity</i> as reduced by the <i>Variance Threshold Percentage</i> and the actual quantity; and</li> </ol> </li> <li>2) in the case of an overrun of more than the <i>Threshold Variance Percentage</i> of the <i>Tender Quantity</i> for that item: <ol style="list-style-type: none"> <li>a) the original unit price shall apply to the <i>Tender Quantity</i> for that item plus the <i>Threshold Variance Percentage</i> and the revised unit price shall apply only to the quantity in excess of the <i>Threshold Variance Percentage</i>, and</li> <li>b) a revised unit price, applicable to the quantity in excess of <i>Tender Quantity</i> plus the <i>Threshold Variance Percentage</i> for that item, shall be determined so that the <i>Contractor</i> receives an amount or revised unit prices as agreed by the parties, or failing agreement the actual costs of the excess plus markups as provided by GC 10.1.</li> </ol> </li> </ol>
10.3	.1	Submit Accurate Records	<p>Delete GC 10.3.1 and replace with:</p> <p>The Contractor Shall, for each Day, keep an accurate, complete and up-to-date record, in a form satisfactory to the Contract Administrator, showing, on a shift-by-shift basis, all Contractor and Subcontractor labour, equipment and materials to be paid by Force Account. The Contractor shall submit such Force Account reports to the Contract Administrator within 5 working days of the completion of the Force Account task, for certification by the Contract Administrator. Failure to do so will permit the Contract Administrator to deny</p>



			payment for said Force Account work. The Contract Administrator, at his or her discretion may consider Force Account submission date extensions, however; granting of such extensions shall be on a case by case basis and shall not constitute a waiver of the 5 working day submission requirement for future Force Account submissions.
11.1	.1	Concealed or Unknown Conditions Definition	GC 11.1.1(3) is deleted and the following substituted: “(3) differs materially and substantially from: i. the conditions of the Place of the Work that would have been evident to or reasonably foreseeable by a Contractor who was qualified to undertake the Work, and ii. any information in the Tender Documents or otherwise made available by the Owner with respect to any conditions of the Place of the Work that would not have been evident to or reasonably foreseeable by a contractor who was qualified to undertake the Work”.
13.1	.1	Delay by Owner or Contract Administrator	Add:  (3) The <i>Owner</i> or <i>Contract Administrator</i> will not be liable for claims for delay caused by applicable third parties, including, but not limited to BC Hydro, TELUS, Fortis BC Gas/Elec, Shaw Cable, Food delivery trucks or City forces for work required to be undertaken on this <i>Contract</i> .
13.9	.1	Liquidated Damages for Late Completion	GC 13.9.1.1 is amended by deleting “\$500 per day” and substituting “\$1,500 per day”.
15.3	.1	Termination	GC 15.3.1 (1) is deleted and the following substituted: “(1) be entitled to: (i) take possession of the <i>Place of the Work</i> and the materials to be incorporated into the <i>Work</i> wherever they are located including materials ordered for the <i>Work</i> but not yet delivered, (ii) utilize the construction machinery and equipment, subject to the right of third parties, and (iii) complete the <i>Work</i> by whatever method the <i>Owner</i> may consider expedient, and
18.2	.1	Supporting Documentation	Add:  The <i>Contractor</i> shall not work on the <i>Site</i> or deliver materials for which delivery slips submitted to the <i>Owner</i> are the basis of payment unless the <i>Site Inspector</i> is present. However, if the <i>Contract Administrator</i> deems these requirements inappropriate then this requirement may be waived.
18.9	.1	Waiver of Claims	GC18.9.1 is amended by deleting the last sentence and substituting the following: This waiver of claims shall include without limitation those claims that might arise from: 1) the negligence or breach of contract by the <i>Owner</i> , its employees, agents or officials, or

			2) the negligence or wrongful acts of the <i>Owner's</i> consultants or the <i>Contract Administrator</i> , but does not include claims made by <i>the Contractor</i> in writing prior to such application in accordance with the provisions of the <i>Contract</i>
	.2		Documents and delivered to the <i>Contract Administrator</i> prior to date of Substantial Performance and still unsettled. GC 18.9.2 is amended by deleting the last sentence and substituting the following: This waiver of claims shall include without limitation those claims that might arise from: 1) the negligence or breach of <i>Contract</i> by the <i>Owner</i> , its employees, agents', or officials, or 2) the negligence or wrongful acts of the <i>Owner's</i> consultants or <i>Contract Administrator</i> , but does not include claims made by the. <i>Contractor</i> in writing prior to such application in accordance with the provisions of the <i>Contract Documents</i> and delivered to the <i>Contract Administrator</i> and still unsettled.
20.4	.2	Environmental Laws	GC20.4 is amended by adding the following: 20.4.2 The <i>Contractor</i> shall indemnify the <i>Owner</i> for any costs, fines, expenses and penalties that the <i>Owner</i> is required to pay on account of the <i>Contractor</i> performing the <i>Work</i> in breach of any applicable Federal or Provincial or municipal environmental laws, regulations, or orders.
21.2	.1	Contractor is "Prime Contractor"	Replace " <i>Substantial Performance</i> " with " <i>Total Performance</i> ".
21.3	.3	Compliance with Workers' Compensation Requirements	Add to Clause:  "The <i>Owner</i> shall be entitled to retain a holdback out of the <i>Contract</i> funds in an amount reasonably determined by the <i>Owner</i> as being sufficient to cover the <i>Contractor's</i> outstanding liabilities to WorkSafeBC arising out of the <i>Work</i> performed under this <i>Contract</i> until the <i>Owner</i> receives a statement from WorkSafeBC that the <i>Contractor</i> has satisfied all of its liabilities to WorkSafeBC in relation to such <i>Work</i> ."
24	.1(2)	Required Insurance	Delete GC 24.1.1 (2) and replace with the following:  (2) Commercial General Liability Insurance covering bodily injury and property damage on an Occurrence form.  Limits for Bodily Injury and Property Damage (inclusive) \$5,000,000 per Occurrence and a General Aggregate of not less than \$10,000,000.  The insurance shall include Owner and Operator's Protective Liability, and Contractual Liability of sufficient

			scope to include the liability assumed by the <i>Contractor</i> under the terms of this <i>Contract</i> , including Sudden and Accidental Pollution Liability in an amount not less than the policy limit and providing coverage that is not less than that provided by the Insurance Bureau of Canada wording on its form IBC 2336 (August, 2007), and Completed Operations Liability. The policy shall include the <i>Owner</i> and the <i>Contract Administrator</i> as Additional Insured with a Cross Liability clause. Any deductible shall be for the account of the <i>Contractor</i> and shall not exceed \$2,500 for any one occurrence.
	.3		GC25. 1.3 is deleted and the following substituted: 25.1.3 The <i>Owner</i> shall provide the <i>Contractor</i> with access, at all reasonable times, to the location of any defect or deficiency described in this GC to enable the <i>Contractor</i> to correct the defect or deficiency but the <i>Contractor</i> shall be responsible for 1) exposure of the defect or deficiency in order to correct or repair the defect, deficiency, 2) the restoration of the <i>Work</i> or other property that is disturbed or damaged in the course of (i) exposing the defect or deficiency, or (ii) correcting or repairing the defect or deficiency, and 3) all risks associated with any activity described in paragraphs (1) and (2).
26.1	.1	Partial Use	GC26. 1. 1 is amended by deleting “on written approval of the <i>Contract Administrator</i> ” and substituting “with prior written notice to the <i>Contract Administrator</i> ”.
27.0	.1	Compensation	The following schedules (B&C) will form the labour costs as described in GC 10.0 - Force Account. The rates entered should be calculated as follows: labour at the actual cost to the <i>Contractor</i> , including all amounts paid for labour and all related taxes, assessments payable as required by any statutory scheme such as Workers Compensation, unemployment insurance, holiday pay, insurance, and all employee benefits.
	.2	Overtime	Any costs incurred due to approved overtime by the <i>Contract Administrator</i> , will be subject only to the following multiplication:  <ul style="list-style-type: none"> <li>• 1.5 x weekday (over and above 8hrs of a standard work day)</li> <li>• 1.5 x Saturday</li> <li>• 2.0 x Sunday</li> </ul> <ul style="list-style-type: none"> <li>• Multiplication of the wage of the employee (ie it will not include the remuneration costs) will be subject to the above multiplication factor.</li> </ul>

**Letter Agreement with Referee**

(Name and Address of Referee)

**Contract:** \_\_\_\_\_  
(TITLE OF CONTRACT)

**Reference No.** \_\_\_\_\_  
(OWNER'S CONTRACT REFERENCE NO.)

**BETWEEN:**

The \_\_\_\_\_  
(NAME OF OWNER)  
(the "Owner")

**AND:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(NAME AND OFFICE ADDRESS OF CONTRACTOR)  
(the "Contractor")

We write to confirm your appointment as a *Referee* under the above *Contract*. The terms of your appointment are as contained in GC 17.5 of the *Contract Documents*. The parties specifically confirm GC 17.5.5, GC 17.5.13 and GC 17.5.14.

We confirm that you agree to review any *Disputes* in accordance with the *Contract Documents* that may be sent to you by either of the parties, and perform the functions of a Referee as described in the *Contract Documents*. The written *Dispute* and related materials, including a copy of the *Contract Documents*, shall be forwarded to you.

END OF SUPPLEMENTARY GENERAL CONDITIONS

# *Supplementary Specifications*

---

These Supplementary Specifications must be read in conjunction with the Master Municipal Specifications contained in the Master Municipal Construction Documents, Volume II, Platinum Edition 2009.

---

Reference No.

**SUPPLEMENTARY SPECIFICATIONS INDEX**

**DIVISION 01 – GENERAL REQUIREMENTS**

- 01 01 01S General Requirements
- 01 33 01S Project Record Documents
- 01 55 00S Traffic Control Vehicle Access and Parking
- 01 58 01S Project Identification

**DIVISION 03 – CONCRETE**

- 03 30 20S Concrete Walks, Curbs and Gutters

**DIVISION 26 – ROADWAY LIGHTING**

- 26 56 01S Roadway Lighting

**DIVISION 31 – EARTHWORKS**

- 31 23 01S Excavating, Trenching and Backfilling
- 31 23 17S Rock Removal
- 31 24 13S Roadway Excavation, Embankment and Compaction

**DIVISION 32 – ROADS AND SITE IMPROVEMENTS**

- 32 11 16.1S Granular Subbase
- 32 11 23S Granular Base
- 32 12 13.1S Asphalt Tack Coat
- 32 91 21S Topsoil and Finishing Grading

**DIVISION 33 – UTILITIES**

- 33 40 01S Storm Sewers
- 33 44 01S Manholes and Catchbasins

- |     |  |    |   |
|-----|--|----|---|
| 1.0 | <b>Master Municipal Construction Documents</b> | .1 | The Supplementary Specifications contained herein must be read in conjunction with the Master Municipal Specifications contained in the Master Municipal Construction Documents, Volume II ( <b>Platinum Edition 2009</b> ) as identified in the Instructions to Tender article 2.2.  |
| 2.0 | <b>Format and Numbering System</b>             | .1 | 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.   |
| 3.0 | <b>Construction Survey Layout</b>              | .1 | The Contract Administrator will provide survey control CAD files for this Contract. The Contractor shall be responsible for the detailed setting out of the work and recording all data required to compile record drawings. The Contractor will be responsible for the detailed survey of the site to execute construction.  |
|     |  | .2 | Payment for survey layout shall be considered incidental to the work performed and no additional payment will be made to the contractor.  |
|     |  | .3 | All iron pins 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.  |
| 4.0 | <b>Description of Work</b>                     | .1 | The work can be described as follows:<br>The construction of a 2.0m wide concrete sidewalk along Red Mountain Road from Mountain View Road to the Roundabout in front of the Slalom Creek condominiums. Works include roadway lighting, the installation of two catch basins, 56m of mountable concrete curb, asphalt patching and the adjustment of 2 existing manhole rim elevations.   |
| 5.0 | <b>Dust and Mud Control</b>                    | .1 | 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; control of traffic speeds; frequent watering of dirt access and egress routes; watering of the construction areas; re-routing of traffic; modification of construction procedures; and cleaning of off-site haul routes on a regular basis as required by the City. Refer to MMCD Section 31 15 60, Dust |



Control, for General Products and Execution.

Payment for the above items will be considered to be incidental to the work performed and no additional payment will be made to the Contractor.

- |            |                                 |    |   |
|------------|---------------------------------|----|---|
| <b>6.0</b> | <b>Materials Testing</b>        | .1 | <p>Materials and density testing as it relates to quality control shall be the responsibility of the Contractor. Any independent testing for quality assurance carried out by the Contract Administrator will 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 Contact 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>  |
| <b>7.0</b> | <b>Interfering Services</b>     | .1 | <ol style="list-style-type: none"><li>1. 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.</li><li>2. When other utility structures are encountered, the Contractor shall support them to the satisfaction of the Contract Administrator, so as to protect them from damage. The Contractor shall, at his/her 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 facility, or to any sidewalk or crosswalk as a result of this operation.</li><li>3. It is the Contractor's responsibility, wherever necessary, to determine the 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 shall do so at his/her own expense.</li><li>4. 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.</li></ol> |
| <b>8.0</b> | <b>Environmental Protection</b> | .1 | <ol style="list-style-type: none"><li>5. The Contractor is advised that he/she is responsible for all of the necessary measures required to prevent</li></ol>   |

the transportation of any silt or other deleterious material from the site into any fish bearing watercourses or their tributaries. All requirements of the Ministry of Environment, Lands and Parks, Fish and Wildlife Branch and Fisheries & Oceans Canada, with respect to air, earth and water pollution, must be strictly adhered to.

**9.0 Metric Units of Measurement** .1 All the units of measurement for payment in this Contract are metric units as modified by the internationally agreed S.I. Units (System International).

However, as the construction industry is not entirely converted to S.I. Units, some conversions will need to be made for purpose of month end and Final Progress Estimates.

The following conversion factors will be used in this Contract:

1 ton	=	0.907 tonnes
1 cubic yard	=	0.765 cubic metres
1 foot	=	0.3048 metres

**10.0 Disposal Site** .1 The Contractor is responsible for the provision of all off-site disposal sites for materials that are to be removed from the construction sites in this Contract.

**11.0 Permits from Outside Agencies** .1 The Contractor is responsible to obtain and pay for all permits required from outside agencies.

**END OF SECTION**

1.7            **Recording Actual  
Site Conditions**

.5S    *(add clause 1.7.5 as follows)*

The Contractor will keep one set of drawings on-site that will be marked up in red ink identifying all work completed and any changes made during the construction. This copy will be turned over to the Contract Administrator following completion of all works.

The Contractor will complete topographic site surveys using the project coordinate system and **deliver an AutoCAD** file with all of the final locations and elevations of the surface and underground works. All curb returns are to have a minimum of 4 points marking BCs and ECs.

The Contractor shall be responsible for the detailed setting out of the work and recording all data required to compile record drawings.

1.8S           **Payment**

*(delete clause 1.8.1 and replace as follows)*

Payment for recording data for record drawings shall be considered incidental to the work performed and no additional payment will be made to the contractor.

**END OF SECTION**



1.2S

**Temporary Project  
Signage**

.6S

*Add:*

Temporary "Truck pulling out" signage will be required at all major intersections, as defined by the Contract Administrator, along designated material haul routes within the City of Rossland.

All temporary signage costs will be considered incidental to the project works

1.4S      **Measurement and  
Payment**

.6S      ***(delete clause 1.4.6 and replace as follows)***

Payment for driveway crossings shown on Standard Detail Drawing C7 will be made on a square meter basis for each specified thickness.

.10S      ***Add:***

Payment for concrete median curbs includes sawcutting of existing concrete and brick median to suit proposed geometry, removal, disposal and reuse of unit paver, as necessary. Milling of existing asphalt and removal of material needed for key as shown on MMCD STD DWG C6 and all concrete and required works to complete the installation of the proposed median geometry.

**END OF SECTION**

1.9 Measurement and  
Payment

.2.1S *Add:*

Owner to Supply poles and luminaires for all proposed roadway lighting works. Contractor to arrange for material pick up from the City yard.

*(add clause 1.9.4)*

- .4S Payment for the removal and disposal of existing light fixtures will be full compensation for the supply of all tools, equipment, and labour required to remove and dispose of streetlight standards, luminaires, concrete bases, and electrical components. The payment includes the backfilling, compacting, and restoring the excavated area to the satisfaction of the Contract Administrator

**END OF SECTION**

**1.10S Measurement and  
Payment**

.2S Trench excavation by hand will be incidental to the work performed and no additional payment will be made to the Contractor.

.8S Add:

Payment will be made per the Unit Bid Items in the Schedule of Units and Prices for the Work performed.

**END OF SECTION**



1.8            **Measurement and  
Payment**

.14S    Delete this clause and replace with:

Payment for over excavation will apply to areas of roadway which require excavation of existing unsuitable materials under the existing asphalt and concrete. Areas to be overexcavated must be authorized by the Contract Administrator prior to over excavation. The Work includes excavation, offsite disposal, supply and placement of subbase gravel (if required), 19mm base gravel, grading, and compaction to specified densities. The areas of excavation will vary in size and small areas may be isolated and independent of each other.

Payment will be made per cubic metre of overexcavation as defined above and by measurement of the overexcavated area.

**END OF SECTION**

1.4 Measurement and  
Payment

.1S *(delete clause 1.4.1 and replace as follows)*

Limit of payment for granular base will be up to 300mm beyond back of sidewalk and curb as shown on standard detail drawings. Payment includes supply of the granular base material, adjustment of moisture content, grading, compaction and placement to Contract specifications.

**END OF SECTION**

1.4

**Measurement and  
Payment**

.1S

***(delete clause 1.4.1 and replace as follows)***

Payment for growing medium and imported topsoil will be made separately for each type of growing medium and imported topsoil specified, and includes supply of materials, on-site handling, placement to thickness specified and finish grading. Where specified on the Contract Drawings.

**END OF SECTION**