



Tender Documents

City of Rossland

October 4, 2011

**Topping Creek Water Intake Upgrade
CoR 2012-04**



Set # _____

CITY OF ROSSLAND
(NAME OF OWNER)

Contract: **TOPPING CREEK WATER INTAKE UPGRADE**
(TITLE OF CONTRACT)
Reference No.: **CoR 2012-04**
(OWNER'S CONTRACT REFERENCE NO.)

The Owner invites tenders for:

Upgrade of an existing water intake system on Topping Creek. Work includes, demolition of the existing timber structure; casting of new retaining wall structure in front of the existing walls, supply & install a steel walkway platform; replacement of the water intake system and subsequent 300mm diameter watermain; Rip-Rap construction of the spillway;
(BRIEF DESCRIPTION OF THE WORK)

Contract Documents are available during normal business hours after 12:00pm, October 4, 2011 at:

Address: **City of Rossland**
1899 Columbia Avenue
Rossland, BC V0G 1Y0
(LIST ADDRESSES FOR DOCUMENT PICKUP)

City of Rossland

The Contract Documents are available for viewing at:

Address: **City of Rossland**
1899 Columbia Avenue
Rossland, BC V0G 1Y0
(ADDRESS WHERE CONTRACT DOCUMENTS CAN BE VIEWED)

Tenders are scheduled to close at:

Tender Closing Time: 2:00pm local time

Tender Closing Date: Tuesday, October 18, 2011 at:

Address: **City of Rossland**
1899 Columbia Avenue
Rossland, BC V0G 1Y0
(ADDRESS WHERE TENDERS MUST BE SUBMITTED)

General Enquiries:
Darrin Albo
Manager of Operations and Services
City of Rossland
Phone: 250-362-2328
Fax: 250-362-5451

Technical Enquiries:
Daniel Estey, P.Eng.
ISL Engineering and Land Services
Phone: 604-629-2696
Fax: 604-629-2698
E-mail: destey@islengineering.com

**INSTRUCTIONS TO TENDERERS
PART I**

TABLE OF CONTENTS	Page
Introduction.....	IT-1
Tender Documents	IT-2
Submission of Tenders.....	IT-2
Additional Instructions to Tenderers.....	IT-3-6

Instructions to Tenderers - Part I

(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)

CITY OF ROSSLAND
(NAME OF OWNER)

Contract: TOPPING CREEK WATER INTAKE UPGRADE

Reference No. CoR 2012-04

Introduction

- 1 These Instructions apply to and govern the preparation of tenders
1.1 for this *Contract*. The *Contract* is generally for the following work:

Upgrade of an existing water intake system on Topping Creek. Work includes, demolition of the existing timber structure; casting of new retaining wall structure in front of the existing walls, supply & install a steel walkway platform; replacement of the water intake system and subsequent 300mm diameter watermain; Rip-Rap construction of the spillway;

- 1.2 Direct all Technical inquiries regarding the *Contract*, to:

Daniel Estey, P.Eng.
ISL Engineering and Land Services

Address: #503, 4190 Lougheed Highway
Burnaby, BC V5C 6A83

Phone: (604) 629-2696

Fax: (604) 629-2698

E-mail: destey@islengineering.com

Direct all General inquiries regarding the *Contract*, to:

Darrin Albo
City of Rossland

Address: 1899 Columbia Avenue
Rossland, BC V0G 1Y0

Phone: (250) 362-2328

Fax: (250) 362-5451

Tender Documents

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

Submission of Tenders

- 3**
- 3.1 Tenders must be submitted in a sealed envelope, marked on the outside with the above *Contract* Title and Reference No., and must be received by the office of:

Darrin Albo, Manager of Operations and Services
(TITLE OF POSITION)

on or before:

Tender Closing Time: 2:00 pm local time

Tender Closing Date: Tuesday, October 18, 2011

at

Address: City of Rossland, Municipal Hall
Engineering Department
1899 Columbia Avenue
Rossland, BC V0G 1Y0

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

**Additional
Instructions
to Tenderers**

4 Completing the Form of Tender

1.1

The submitted Form of Tender must be legible, written in ink, or by typewriter and ALL ITEMS MUST BE BID, unless the Form of Tender specifically permits otherwise, with the price for every item and other extras clearly shown. Each page must be initialed by the Tenderer.

The Tenderer shall be deemed to have satisfied himself as to the sufficiency of his tender for the work and of the unit and lump sum prices stated in the Form of Tender. These unit prices shall cover all his costs including overhead, profit and tax, except for the Goods and Services Tax as explained in the following paragraphs of this section, for carrying out the works and his obligations under this Contract.

This document contains one extra separate set of the Form of Tender. The Contractor shall complete and submit the separate set of the Form of Tender, in accordance with the Instructions to Tenderers and keep the remaining documents for record purposes.

The "Amount" column shall be totaled in groups of items as shown and each total for a group of items shall be carried to the Summary Sheet for insertion in the appropriate place. The totals for all groups of items shall be added to give the Total Tender Price, Harmonized Sales Tax of 12% shall be calculated separately then added to arrive at the Total Tender Price including H.S.T.

4.2 **Right to Accept or Reject Tenders**

The City reserves the right to reject any or all tenders or to accept any tender should it be deemed in the interest of the City to do so. The lowest tender will not necessarily be accepted.

For each item listed in the Form of Tender, there shall be a reasonable unit price. Under no conditions will an unbalanced tender be considered. The Project Manager will be the sole judge of such matters. Any tender considered to be unbalanced shall be rejected by the City.

Without limiting the generality of the foregoing, any tender may be disqualified or rejected which is incomplete, obscure or irregular, which had erasures or corrections in the Form of Tender, in which prices are omitted or which has an insufficient or irregular Surety.

4.3 **Award**

The Owner will, following receipt of an acceptable tender, issue in writing a Notice of Award to the successful Tenderer. This notice will be given as soon as possible following the closing of tenders and, unless otherwise agreed to by the Tender, not later than sixty (60) days following the closing of tenders.

15.5 Insert the following clause:

“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 & 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 contract documents as listed in Schedule 1 and 2 of the agreement may be rejected.”

15.6 Insert the following clause:

In exercising its discretion, the *Owner* will have regard to the information provided by the tenderer in the Appendices to the Form of Tender as described under IT 5.3, and may also have regard to any information obtained by the *Owner* in evaluation such tender information, any information obtained by the Owner from any other person, firm or corporation relating to their previous experience with the tenderer, as well as the *Owner's* previous relevant experience, if any, with the tenderer. In exercising this discretion the *Owner* may consider, but it not limited to, the following criteria in addition to the *Tender Price*.

- a) the proven experience of the tenderer, and any listed subcontractors to do the *Work*;
- b) the tenderer's ability to complete the *Work* within the *Preliminary Construction Schedule* including timeliness in completing deficiency works;

- c) the tenderer's ability to work effectively with the *Owner*, its consultants and representatives, and the public;
- d) the tenderer's ability to manage and do the work effectively using the named superintendent and submitted contractors and subcontractors;
- e) the tenderer's history on other projects including with respect to quality of work, changes in the work, force account work, cooperation with the *Owner*, and the contract administration costs of the *Owner*;
- f) the nature of any legal proceedings undertaken by the tenderer, or any officer or director of the tenderer directly (or indirectly through another corporation) against the *Owner* within the last five years of the Invitation to Tender.

In no event shall the *Owner* be liable for the tenderer's costs of preparing a tender.

The award of this Contract is subject to the availability of sufficient funds to complete the work.

4.4 **Contract Time**

The Tenderer may alter the contract time noted in the Form of Tender; however, he shall be responsible for inspection costs incurred for each working day beyond the noted time subject to the Provisions of the General Conditions. The applicable cost will be \$1000.00 per working day, excluding overtime work which will be subject to the provisions of Clause 4.6 - 'Overtime Work' of the Instructions to Tenderers.

4.5 **Hours of Work**

The hours of work must not extend beyond 0700 h and 1800 h, inclusive, daily. The Contractor shall schedule his work within these hours and will not be permitted to commence work earlier than 0700 h and/or work later than 1800 h, except as authorized by the Contract Administrator.

In case the Contractor desires to work on a day which is a statutory holiday, he shall notify the Contract Administrator in writing at least four (4) days in advance of such holiday, stating those places where said work will be conducted. In case the Contractor fails to give such notice in advance of any statutory holiday, no work within the terms of the Contract shall be done on such holiday.

The City reserves the right not to allow any work to be undertaken on Statutory Holidays.

4.6 Overtime Work

The Contractor should not schedule construction work requiring inspection in excess of the standard 40-hour working week.

With approval of the Contract Administrator, extended working hours on working days will be permitted for operations which must reasonable be completed on that date.

The Contractor will be charged for the costs of inspection required during overtime hours, during weekends and during statutory holidays. Overtime hours will be determined in accordance with the Employment Standards as set by the Province of B.C.

4.7 Budget Constraints

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

Form of Tender

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

City of Rosland
(NAME OF OWNER)

Contract: **TOPPING CREEK WATER INTAKE UPGRADE**
(TITLE OF CONTRACT)
Reference No. **CoR 2012-04**
(OWNER'S CONTRACT REFERENCE NO.)

TO OWNER:

1 WE, THE UNDERSIGNED:

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

(ADDENDA, IF ANY)

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

1.3 have complied with the Instructions to Tenderers; and

2 ACCORDINGLY WE HEREBY OFFER:

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

2.2 to achieve *Substantial Performance* of the *Work* on or before 30 working days; 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 *HST*.

3 WE CONFIRM:

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

4 WE CONFIRM:

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

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

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

5 WE AGREE:

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

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

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

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

5.1.3 sign the Contract Documents as required by GC 2.1.2.

6 WE AGREE:

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

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

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

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

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

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

7 OUR ADDRESS is as follows:

Phone: ____ - ____

Fax: ____ - ____

Attention: _____

This Tender is executed this ____ day of _____, 2011.

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

APPENDIX 1
TOPPING CREEK WATER INTAKE UPGRADE
CoR 2012-04

SCHEDULE OF QUANTITIES AND PRICES - TENDER

(See paragraph 5.3.1 of the Instructions to Tender - Part II)

(All prices and *Quotations* including the *Contract Price* shall include all *Taxes*, but shall not include *HST*. *HST* shall be shown separately).

TENDER SUMMARY SHEET

ITEM	DESCRIPTION	AMOUNT
1.0	TOPPING CREEK WATER INTAKE UPGRADE - STRUCTURAL WORKS	
2.0	TOPPING CREEK WATER INTAKE UPGRADE - CIVIL WORKS	

TENDER PRICE _____

HST @ 12% _____

TENDER PRICE plus HST _____

TENDERER'S INITIALS _____

TOPPING CREEK WATER INTAKE UPGRADE - STRUCTURAL WORKS

ITEM NO.	MMCD Section	MMCD Para	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
GENERAL							
1.1	01 42 00S	1.4.1	Mobilization	L.S.	1		
ACCESS							
1.2	01 53 01S	1.4.1	Access to the site	L.S.	1		
DEMOLITION & DISPOSAL							
1.3	03 00 00S	1.4.1	Demolition & Disposal of Existing Structure	L.S.	1		
FORMWORK							
1.4	03 10 00S	1.4.1	Total formwork	m ²	25		
REINFORCING STEEL							
1.5	03 20 00S	1.4.1	All Reinforcing Steel	L.S.	1		
CAST-IN-PLACE CONCRETE							
1.6	03 30 00S	1.4.1	All Reinforced Concrete	m ³	9.5		
MISCELLANEOUS STEELWORK							
1.7	05 50 00S	1.4.1	Steel Grating (Platform)	L.S.	1		
1.8	05 50 00S	1.4.1	Stringer & beam	L.S.	1		
1.9	05 50 00S	1.4.1	Steel Plates & Bolts	L.S.	1		
1.10	05 50 00S	1.4.1	L203x102x19 angle & anchors at weir	L.S.	1		
STEEL RAILINGS ON WALKWAY							
1.11	05 50 00S	1.4.2	Steel railings (platform)	m	10		
LINSEED OIL SURFACE PROTECTION							
1.12	03 35 00S	1.4.1	Linseed Oil Protection	each	2		
RIP-RAP ON SPILLWAY							
1.13	31 37 10S	1.4.1	Class 50kg Rip-Rap	m ³	50		
PROVISIONAL SUM FOR MODIFICATION ON-SITE							
1.14	03 00 00S	1.4.2	Provisional Sum for on-site extra works	P.S.	1		
Subtotal Carry Forward to Schedule of Quantities Summary Item 1.0							

TOPPING CREEK WATER INTAKE UPGRADE - CIVIL WORKS

ITEM NO.	MMCD Section	MMCD Para	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
WATERWORKS							
2.1	33 11 01	1.8.14S	Water intake complete	L.S.	1		
2.2	33 11 01	1.8.2	Pipe - 300mm diam C900 PVC, <u>import backfill</u>	m	5		
2.3	33 11 01	1.8.2	Pipe - 100mm diam C900 PVC, <u>import backfill</u>	m	5		
2.4	33 11 01	1.8.3	Gate valve - 300 mm	each	1		
2.5	33 11 01	1.8.3	Gate valve - 100 mm	each	1		
2.7	33 11 01	18.3	300 x 300 x 100 Tee	each	1		
2.8	33 11 01	1.8.13	Tie-in to existing main	L.S.	1		
Subtotal Carry Forward to Schedule of Quantities Summary Item 2.0							

Form of Tender - Appendix 3

Contract: TOPPING CREEK WATER INTAKE UPGRADE
(TITLE OF CONTRACT)
Reference No. CoR 2012-04
(OWNER'S CONTRACT REFERENCE NO.)

EXPERIENCE OF SUPERINTENDENT
(See paragraph 5.3.3 of the Instructions to Tenderers - Part II)

Name: _____

Experience:

Dates: _____
Project Name: _____
Responsibility: _____

References: _____

Dates: _____
Project Name: _____
Responsibility: _____

References: _____

Dates: _____
Project Name: _____
Responsibility: _____

References: _____

Agreement

Between Owner and Contractor

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

THIS AGREEMENT made in duplicate this ___ day of ____, 2011.

Contract: TOPPING CREEK WATER INTAKE UPGRADE
(TITLE OF CONTRACT)
Reference No. CoR 2012-04
(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 **(30 working days)** subject to the provisions of the *Contract Documents* for adjustments to the *Contract Time*.
(INSERT DATE OF SUBSTANTIAL PERFORMANCE)
- 1.3 Time shall be of the essence of the *Contract*.

ARTICLE 2 CONTRACT DOCUMENTS

- 2.1 The "*Contract Documents*" consist of the documents listed or referred to in Schedule 1, entitled "Schedule of Contract Documents", which is attached and forms a part of this Agreement, and includes any and all

additional and amending documents issued in accordance with the provisions of the *Contract Documents*. All of the *Contract Documents* shall constitute the entire *Contract* between the *Owner* and the *Contractor*.

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

ARTICLE 3 CONTRACT PRICE

- 3.1 The price for the *Work* ("*Contract Price*") shall be the sum in Canadian dollars of the following:
- 3.1.1 the product of the actual quantities of the items of *Work* listed in the *Schedule of Quantities and Prices* which are incorporated into or made necessary by the *Work* and the unit prices listed in the *Schedule of Quantities and Prices*; plus
 - 3.1.2 all lump sums, if any, as listed in the *Schedule of Quantities and Prices*, for items relating to or incorporated into the *Work*; plus
 - 3.1.3 any adjustments, including any payments owing on account of *Changes* and agreed to *Extra Work*, approved in accordance with the provisions of the *Contract Documents*.
- 3.2 The *Contract Price* shall be the entire compensation owing to the *Contractor* for the *Work* and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the *Work*.

ARTICLE 4 PAYMENT

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

ARTICLE 5 RIGHTS AND REMEDIES

- 5.1 The duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 5.2 Except as specifically set out in the *Contract Documents*, no action or failure to act by the *Owner*, *Contract Administrator* or *Contractor* shall constitute a waiver of any of the parties' rights or duties afforded under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach under the *Contract*.

ARTICLE 6 NOTICES

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

The *Owner*:

**The City of Rossland, Municipal Hall
Engineering Department
1899 Columbia Avenue
Rossland, BC V0G 1Y0
Fax: 250-362-5451
Attention: Darrin Albo**

The *Contractor*:

Fax: _____
Attention: _____

The *Contract Administrator*:

**ISL Engineering and Land Services
503 - 4190 Lougheed Highway Burnaby BC V5C 6A8
Fax: 604 629-2696
Attention: Daniel Estey, P.Eng., Contract Administrator**

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

- 6.2.1 immediately upon delivery, if delivered by hand; or
- 6.2.2 immediately upon transmission if sent and received by fax; or
- 6.2.3 after 5 *Days* from date of posting if sent by registered mail.

6.3 The *Owner* or the *Contractor* may, at any time, change its address for notice by giving written notice to the other at the address then applicable. Similarly if the *Contract Administrator* changes its address for notice then the *Owner* will give or cause to be given written notice to the *Contractor*.

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

ARTICLE 7 GENERAL

7.1 This *Contract* shall be construed according to the laws of British Columbia.

7.2 The *Contractor* shall not, without the express written consent of the *Owner*, assign this *Contract*, or any portion of this *Contract*.

7.3 The headings included in the *Contract Documents* are for convenience only and do not form part of this *Contract* and will not be used to interpret, define or limit the scope or intent of this *Contract* or any of the provisions of the *Contract Documents*.

7.4 A word in the *Contract Documents* in the singular includes the plural and, in each case, vice versa.

7.5 This agreement shall ensure to the benefit of and be binding upon the parties and their successors, executors, administrators and assigns.

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

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Owner:

City of Rosland

(FULL LEGAL NAME OF OWNER)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Schedule 1

Schedule of *Contract Documents*

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

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

NOTE: The documents noted with "*" are contained in the "Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings", edition dated April 2000. All sections of this publication are included in the *Contract Documents*.

- 1 Agreement, including all Schedules;
- 2 Supplementary General Conditions for MMCD Volume II (2009 Platinum Edition);
- 3 General Conditions*;
- 4 Supplementary Specifications 1;
- 5 Specifications*;
- 6 Supplementary Standard Detail Drawings;
- 7 Standard Detail Drawings*;
- 8 Executed Form of Tender, including all Appendices;
- 9 *Contract Drawings* listed in Schedule 2 to the Agreement - "List of *Contract Drawings*";
- 10 Instructions To Tenderers - Part I;
- 11 Instructions to Tenderers - Part II*;
- 12 The following Addenda: _____

Schedule 2

List of Contract Drawings

(Complete listing of all drawings, plans and sketches which are to form a part of this Contract, other than Standard Detail Drawings and Supplementary Standard Detail Drawings.)

TITLE	DRAWING NO.	DATE	REVISION DATE	REVISION NO.

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

- 01010S General Information
- 01 33 01S Project Record Documents
- 31 22 01S Site Grading

DIVISION 04- STRUCTURAL CONSTRUCTION

- 01 42 00S General
- 01 53 01S Access
- 03 00 00S Demolition & Disposal
- 03 10 01S Formwork
- 03 20 00S Reinforcing Steel
- 03 30 00S Cast-in-Place Concrete
- 05 50 00S Miscellaneous Steelwork
- 05 50 00S Steel Railings on Walkway
- 03 35 00S Linseed Oil Surface Treatment
- 31 37 10S Rip-Rap on Spillway
- 03 00 00S Provisional Sum for Modification On-Site

DIVISION 33 - UTILITIES

- 33 11 01S Waterworks

- | | | | |
|-----|--|----|---|
| 1.0 | Master Municipal Construction Documents | .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 (Platinum Addition 2009) as identified in the Instructions to Tender article 2.2. |
| 2.0 | Format and Numbering System | .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 | Construction Survey Layout | .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. A preliminary site plan has been provided as a guide only. |
| | | .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 | Description of Work | .1 | <p>The work can be described as follows:</p> <p>This part will consist of demolition (including disposal at locations specified by the City) of the existing timber structure surrounding the existing concrete wall. The works will include construction of a wall across Topping Creek in front of the existing concrete wall; Install a steel grid platform; install a steel weir for flow measurements; Produce a downstream weir spillway from Class 50 kg rip-rap and Replace the Intake facility, and access and path to intake platform.</p> <p>The Contractor is responsible for visiting the site and making himself/herself familiar with all aspects of this project, including such items as: utilities, private property, and access surrounding the project.</p> |

- 5.0 **Safety Procedures** .1 Entry Procedure for Confined Space:
This procedure shall be used as a guideline only. The Contractor shall be responsible for familiarization with this and all WCB requirements.
- There must a minimum of two men:
- One man always on the surface, and
- One man in the well.
Man lift/retrieval devices must be used.
- 6.0 **Optional Work** .1 All items included in the Schedule of Quantities and Prices, which shall be stated to be Optional Work, shall be used only as directed and at the sole discretion of the Contract Administrator.
- 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.
- 7.0 **Dust and Mud Control** .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.
- 9.0 **Materials Testing** .1 Materials and density testing will be carried out by the Contractor as directed by the Contract Administrator. Any independent testing for quality assurance carried out by the Contract Administrator will be paid for by the City. 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.
- 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.

- | | | | |
|------|---------------------------------|----|---|
| 10.0 | Record Drawing | .1 | The Contractor will keep one set of drawings on-site that will be marked up in red ink identifying any changes made during the construction. This copy will be turned over to the Contract Administrator following completion of all works. |
| 11.0 | Interfering Services | .1 | <p>.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.</p> <p>.2 When other utility structures are encountered, the Contractor shall support them to the satisfaction of the Engineer, 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.</p> <p>.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.</p> <p>.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.</p> <p>.5 When existing poles conflict with the proposed works, the Contractor shall consult B.C. Hydro and B.C. Telephone prior to commencing operations and advise the Engineer of the works to be undertaken. Costs associated with pole holding/support are incidental to the work.</p> |
| 12.0 | Geotechnical Information | .1 | No Geotechnical information on the soils condition is available at this time. Contractor is to be made aware of the amount of bedrock surrounding the project. |
| 13.0 | Environmental Protection | .1 | The Contractor is advised that he/she is responsible for all of the necessary measures required to prevent the transportation of any silt or other deleterious material from the site into any fish bearing watercourses or their tributaries. 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. A bypass will |

be required for the duration of the Contract to carry creek flows around the work zone.

14.0 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

15.0 Weigh Ticket Control

- .1 Items in the Schedule of Quantities and Prices measured by weight will be paid for as stipulated in the appropriate section of the Specific Provisions or the Specifications of the Contract. In addition, the Contractor will adhere to the following conditions:

1. Payment will be made only for material completely incorporated into the works as witnessed by the Engineer's representative.
2. Weigh tickets shall be received by the Engineer's representative immediately preceding the placement of the material in the works.
3. The Contractor is to arrange for material supply in such a manner that weigh tickets can be collected and verified at specific locations on the project as arranged with and approved by the Engineer.
4. The Engineer shall have the right to refuse approval of tickets received after the day of placement.

If the Contractor fails to meet any of these conditions, then the Engineer shall have the right to refuse approval of weigh tickets presented.

16.0 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.

- The Contractor is responsible for all fees, permits and costs associated with the off-site disposal of materials.
- 17.0 Permits from Outside Agencies** .1 The Contractor is responsible to obtain and pay for all permits required from outside agencies.
- 18.0 Temporary Drainage Facilities** .1 All required temporary drainage facilities, measures for control of ground water during construction, temporary cofferdam or shoring for the creek and restoration of temporary drainage structures after construction, shall be considered as incidental to the work being performed under this Contract, and no separate payment will be made for this work.
- 19.0 Foreign Utility Adjustments** .1 The Contractor will be responsible for adjusting all foreign utilities, unless noted otherwise on the drawings. All adjustments to foreign utilities must be completed to the satisfaction of the Utility Owner. The Contractor should note that certain Utility Owners may decide, after tender closing, to complete their own adjustments, if personnel are available. If the Utility Owner decides to complete their own adjustments, the Contractor will not be compensated for these utility adjustments.

END OF SECTION

1.7 **Recording Actual Site
Conditions**

.5 *(add clause 1.7.5 as follows)*

The Contractor will complete topographic site surveys using the project coordinate system and **deliver an AutoCAD** file with all of the final locations of the surface and underground works including, but not limited to edge of spillway, wall dimensions and elevations, final elevations of the works, ditches etc.

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

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

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

1.4 Measurement & Payment

1.4.9 *(add clause 1.4.9: as follows)*

“Payment for all site prep including the access road and excavation and backfilling with native material for formwork accommodation, access to the site, removal of any trees or brush etc. will be made as a lump sum price. Placement of import granular materials and rip rap will be as per the units in the schedule of quantities and prices for each material type”

END OF SECTION

01 42 00S	General Requirements	1.4	<p>Payment for work will be made at the prices bid for the Items appearing in the Schedule of Approximate Quantities and Unit Prices.</p> <p>Any work called for which is not listed as an Item in the Schedule of Approximate Quantities and Unit Prices will not be paid for separately. The cost of such work shall be included in the prices bid for the Items in the Schedule of Approximate Quantities and Unit Prices.</p> <p>The City may require an acceptable declaration from the Contractor transferring ownership of materials to the City.</p> <p>Progress payments will be made monthly, on the basis of progress estimates prepared by the Contract Administrator. Unless more particularly specified in these Special Provisions, each progress estimate will assess the contract value of materials supplied and work completed.</p> <p>The Provincial Ministry of Transportation and Infrastructure (BCMoT) has produced a 2009 Standard Specifications for Highway Construction (Volume 1 & 2), which applies to bridge construction and heavy civil construction and will be referenced in this document as SS. To view or obtain a digital copy of these specifications go to: http://www.th.gov.bc.ca/Publications/const_maint/contract_serv/standardspecs.htm</p> <p>Payments for general requirements for the structural construction shall be in accordance to SS 145. Progress payments will be made monthly, on the basis of invoices submitted by the Contractor and approved by the Contract Administrator.</p>
01 53 01S	Access Creek Bypass / Dewatering	1.4.1	<p>Access for to the site will include all of the necessary work and operations to allow for the movement and placement of personnel, equipment, and materials on the Site to facilitate construction of the Work. Access includes, but is not limited to, the construction of temporary works including for equipment, dewatering requirements and creek bypass.</p> <p>The Contractor shall forward the proposed access plan for the bridge construction to the City Representative for review no later than eight (8) days prior to the start of its construction. The drawing for the access shall clearly show all details and</p>

locations of all required temporary access works. The general arrangement drawings provided can be used as a reference.

Unless otherwise accepted by the City Representative, all access roads and associated structures shall be removed upon completion of the Work and the Site restored to the satisfaction of the City Representative and as shown on the drawings.

Payment for access will be made at the Lump Sum Price(s) bid. Payment shall include the establishment of access to all parts of the Work and the complete removal of all means of temporary access, as required by the City Representative.

Payment of 75% of the Lump Sum will be authorized when access to all parts of the Work is established. If access to different parts of the work is required at separate times, a reasonable assessment of costs will be made. Payment of the remaining 25% will be authorized when all means of access have been removed, as required by the City Representative.

03 00 00S Demolition & Disposal

1.4.1 The Contractor shall provide all labor, materials and equipment for the demolition and removal of the Existing timber structure.

The Contractor shall remove, haul and dispose the entire timber structure. Water main not to be re-used shall also be disposed in an approved manner.

The Contractor shall reinstate all disturbed areas outside the area of removal of the structure to conditions which existed prior to commencement of the Work, or as directed by the City's Representative.

Payment for the demolition and removal of the existing bridge will be made at the Lump Sum Price. Payment shall include the supply of all labour, materials, equipment and services required for the complete demolition of the structure(s), off-site disposal of demolition debris, backfilling, trimming of slopes, site cleanup, and all other costs associated with the demolition.

03 10 01S Formwork

1.4.1 Payment for formwork will be included in the price per cubic meter for the concrete the footing as described in SS211.21.01. Payment shall also include quality control and submissions as required.

03 20 00S **Reinforcing Steel**

1.4.1 According to MMCD (Division 3) 03200, the reinforcing steel shall be supplied and installed in accordance with SS 412, unless otherwise specified on the Drawings. Welding of reinforcing steel shall be permitted only where shown on the Drawings or when acceptable to the City Representative and shall be in accordance with CSA W186-M.

Reinforcing steel shall comply with CAN/CSA G30.18, 400W unless otherwise specified on the Drawings.

Payment for reinforcing steel shall be in accordance with SS 412.91.

03 30 00S **Cast-in-Place Concrete**

1.4.1 According to MMCD 03 30 00, the concrete work shall be in accordance with SS 211, 413, 931 and 933, unless otherwise modified by this clause.

The Contractor shall be responsible for the design and quality control for all concrete used on this project.

All concrete materials and admixtures for concrete shall conform to the requirements of SS 211.04, unless otherwise specified in these Special Provisions.

The Contractor shall be responsible for and shall provide the City Representative with current certified results for all of the applicable tests as outlined in Table 211-D of the SS 211 "Required Aggregate Testing for Normal Density Coarse and Fine Aggregate (Per Individual Product and Aggregate Source)".

Concrete mixes shall meet the requirements given in the following table:

Classification	Minimum Compressive Strength at 28 days (MPa)	Nominal Maximum Size of Coarse Aggregate (mm)	Air Content (%)	Slump (mm)	Maximum W/C _m Ratio by Mass
• Standard ⁽⁴⁾	35	28 ⁽¹⁾	5 ± 1	50 ± 20	0.38
• With Silica Fume	35	28 ⁽¹⁾	6 ± 1	80 ± 20 ⁽²⁾	0.38
Substructure Concrete: Retaining Walls, and Working Floors	30	28	5 ± 1	50 ± 20	0.45

Notes:

- (1) The maximum proportion of aggregate passing the 5 mm screen shall be 35% of the total mass of aggregate.
- (2) Silica fume application rates shall be 8% maximum by mass of Portland Cement. Slump specification is based on superplasticized concrete.
- (3) Application rates shall not exceed 15% by mass of Portland Cement.
- (4) Superplasticizer shall not be used.
- (5) The maximum proportion of aggregate passing the 5 mm screen shall be 38% of the total mass of aggregate.
- (6) The maximum proportion of aggregate passing the 5 mm screen shall be 42% of the total mass of aggregate.

The gradation of the 28 mm nominal size aggregate shall conform to Table 211-B of the SS 211 unless noted otherwise in this clause.

Concrete Surface Finishes shall meet the requirements given in the following table:

Subsurface submerged or buried	Class 1
Inner surfaces of retaining wall	Class 3
Top of the walls	Class 2
Top Surface at weir	Toweled finish

Payment for Concrete

Payment for concrete will be made in accordance with SS 211.21.02 at the applicable Unit Price per cubic metre as listed in the Schedule of Approximate Quantities and Unit Prices. No payment will be made under this Item for concrete supplied as part of another Item, such as precast concrete.

Payment for concrete will also include the preparation of all foundation, formwork and reinforcing steel as indicated on the Drawings.

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|-----------|--------------------------------------|-------|--|
| 05 50 00S | Miscellaneous Steelwork | 1.4.1 | <p>Miscellaneous steelwork shall be supplied and fabricated in accordance with SS 422. This section will include all of the steel items such as: IKG Type W/B steel grid deck, steel railings, all plates, anchors, etc. All steel products shall be galvanized to meet SS422.36.</p> <p>Payment for supply and fabrication of structural steelwork shall be in accordance with SS 422.91.</p> |
| 05 50 00S | Steel Railings on Walkway | 1.4.2 | <p>Steel railing and steel components of the parapet railing system shall be supplied, fabricated and installed as shown on the Drawings and in accordance with MMCD (Detail C14). All steelwork shall be galvanized after fabrication.</p> <p>Railing shall be adjusted to produce uniform height and smooth alignment. The length of railing shall be taken as the out-to-out length of metalwork for the entire distance of the parapets as shown on the drawings.</p> <p>Payment for railing will be made at the Unit Price(s) per metre bid. Payment shall include quality control, shop drawings and supply, fabrication, galvanizing and installation of anchor bolts and railing, including the supply and placing of grout and shims, if required.</p> |
| 03 35 00S | Linseed Oil Surface Treatment | 1.4.1 | <p>The entire top surface of the concrete wall (all exposed sides) shall be treated with two coats of a boiled linseed oil solution. The surface treatment shall follow a concrete curing and drying period.</p> <p>The Contractor shall not apply the linseed oil solution within 24 hours following rain nor if there is a probability of rain or snow within 24 hours of the beginning of application as forecast by the nearest official meteorological office. Application of linseed oil solution shall proceed only when the concrete surface temperature is greater than 5°C and the wind velocity does not affect the application process.</p> <p>The surface to be treated shall be cleaned of all loose material and be dust free. The application of the linseed oil surface treatment shall not proceed until the conditions of the cleaned concrete surfaces have been inspected and are acceptable to the City Representative.</p> <p>The first coat of linseed oil treatment shall consist of 40% boiled linseed oil and 60% mineral spirits and be applied at a rate of</p> |

7 m²/L. The second coat shall consist of 100% boiled linseed oil and be applied at a rate of 12 m²/L. The second coat shall not be applied until the first coat has been absorbed and the concrete has a dry appearance.

Payment for linseed oil surface treatment will be made at the Unit Price per square metre bid, and will be considered full compensation for all work done and all materials and equipment associated with this Item, including, but not limited to, surface preparation, application, traffic control, environmental protection and final cleanup.

31 37 10S Riprap on Spillway

1.4.1 Contrary to MMCD 31 37 10, the Contractor shall supply and place riprap in accordance with SS 205 and as shown on the Drawings. Measurement and Payment shall be in accordance with this clause.

Supply and installation of riprap shall be carried out in accordance with SS 165 and shall meet the requirements of the environmental agencies as listed in these Special Provisions.

All material excavated in order to facilitate the placement of riprap shall be disposed of by the Contractor in a manner satisfactory to the City Representative. Any excavated material, if suitable for riprap protection, may be used with the acceptance of the City Representative.

Payment for riprap will be made at the Unit Price per cubic metre bid. Payment shall include quality control, excavation and disposal of material as required to accept the riprap, supply and placement of filter fabric and the supply, transportation and placing of the riprap.

The volume of riprap will be measured in place within the neat lines shown on the Drawings or as ordered by the City Representative.

**03 00 00S Provisional Sum for
Modification on Site**

1.4.2 A Provisional Sum is allocated in the Schedule of Approximate Quantities and Unit Prices for payment for Extra Work. Any Extra Work done as directed by the City Representative will be paid for at the applicable Unit Prices, at a negotiated price or on a Force Account Basis. Payment on a Force Account basis will be made in accordance with the General Conditions.

END OF SECTION

1.8 **Measurement and
Payment**

1.8.14 *(add clause)*

Payment for AWWA C900 PVC pipe will be made at a separate item than the Stainless steel pipe. The Stainless steel pipe shall be made at the lump sum price for the entire assembly. The AWWA C900 PVC pipe shall be paid per the lineal meter installed as identified in the schedule of quantities and payment.

1.8.2 *(add clause)*

Payment for AWWA C900 PVC pipe will be made at a separate item than the Stainless steel pipe. The Stainless steel pipe shall be made at the lump sum price for the entire assembly. The AWWA C900 PVC pipe shall be paid per the lineal meter installed as identified in the schedule of quantities and payment.

END OF SECTION

CITY OF ROSSLAND
(NAME OF OWNER)

Contract: **TOPPING CREEK WATER INTAKE UPGRADE**
(TITLE OF CONTRACT)

Reference No. CoR 2012-04
(OWNER'S CONTRACT REFERENCE NO.)

GC	Paragraph	Title	
3	2	Authority	Delete GC3.2.2 and replace with: "Nothing contained in the Contract Documents shall create any contractual relationship or other relationship recognized by law between the Contract Administrator and the Contractor. Subcontractors, suppliers, or their agents, employees or other persons performing any of the Work."
4	5	Errors, Inconsistencies or Omissions in the Contract Documents	GC4.5.1 are amended: (a) by deleting "or omission" wherever it appears and substituting "omission or any incorrect, inaccurate or misrepresented fact", and (b) by deleting "or omissions" wherever it appears and substituting "omissions or incorrect, inaccurate or misrepresented facts". 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	Construction Schedule	GC4.6.2 is amended by deleting "monthly" and substituting "monthly or within a shorter time period specified in the Contract Documents".
4	12	Inspections	GC4.12.2.5 (1) and (2) are amended by deleting "timely notice" and substituting "not less than two days".
7	4	Optional Work	Add GC 7.4.2: All items included in the Schedule of Quantities and Prices which shall be stated to be Optional Work shall be used only as directed and at the sole discretion of the Contract Administrator. 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 contractor for the deletion of any or all of these optional items.
9	2	Valuation Method	GC9.2.4 is amended by deleting "unless at the time of the agreement the Contractor expressly reserved in writing the right to claim for additional payment or Contract Time adjustments."
	1	Concealed or Unknown Conditions Definition	GC 11. 1.1(c) is deleted and the following substituted: "(c) differs materially and substantially from 1. 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 2. 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”.
14	4	Owners Costs of Acceleration	GC 14.4.1 is amended by deleting “pursuant to GC 14” and substituting “pursuant to GC 14.1.1”.
15	3	Termination	GC 15.3.1 (a) is deleted and the following substituted: “(a) be entitled to (i) take possession of the Place of the Work and the materials to be incorporated into the Work wherever they are located including materials ordered for the Work but not yet delivered, (ii) utilize the construction machinery and equipment, subject to the right of third parties, and (iii) complete the Work by whatever method the Owner may consider expedient, and
18	9	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 a) the negligence or breach of contract by the Owner, its employees, agents or officials, or b) the negligence or wrongful acts of the Owner’s consultants or the Contract Administrator, but does not include claims made by the Contractor in writing prior to such application in accordance with the provisions of the Contract
			Documents and delivered to the Contract Administrator 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 a) the negligence or breach of Contract by the Owner, its employees, agents’, or officials, or b) the negligence or wrongful acts of the Owner’s consultants or Contract Administrator, but does not include claims made by the Contractor in writing prior to such application in accordance with the provisions of the Contract Documents and delivered to the Contract Administrator and still unsettled.
20	4	Environmental Laws	GC20.4 is amended by adding the following: 20.4.2 The Contractor shall indemnify the Owner for any costs, fines, expenses and penalties that the Owner is required to pay on account of the Contractor performing the Work in breach of any applicable Federal or Provincial or municipal environmental laws, regulations, or orders.
25	1	Correction of Defects	GC25. 1.3 is deleted and the following substituted: 25.1.3 The Owner shall provide the Contractor with access, at all reasonable times, to the location of any defect or deficiency described in this GC to enable the Contractor to correct the defect or deficiency but the Contractor shall be responsible for a) exposure of the defect or deficiency in order to correct or repair the defect, deficiency, b) the restoration of the Work 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

			c) all risks associated with any activity described in paragraphs (a) and (b).
26	1	Partial Use	GC26. 1. 1 is amended by deleting “on written approval of the Contract Administrator” and substituting “with prior written notice to the Contract Administrator”.
4	18	City Fair Wages	Add GC4. 18.1: “Every contract made by the City of Rossland for Construction, remodeling, repair or demolition of municipal works is subject to the condition that all workers, mechanics, artisans and labourers in the employ of the contractor, subcontractor or other person doing or contracting to do all or a part of the work shall, during the continuance of the work, be paid the wages and remuneration that are generally current in each trade for competent workers in the City. The contractor, subcontractor or other person shall comply with that condition, and is bound to pay those wages. Should a dispute arise as to what are the current wages in the City, the question shall be referred to the Minister of Labour for determination, and his decision is final and binding on the Contractor.”
24	1	City Required Insurance	In addition to the MMCD insurance requirements, the Contractor shall also comply with the following requirements of the City, which will take precedence: “The Contractor shall insure and keep insured while this contract is in force, with such companies and on such forms as are acceptable to the City, at the Contractor’s expense, Comprehensive General Liability Insurance covering premises and operations liability; Contractor’s Contingency Liability with respect to the operations of Subcontractor’s Completed Operations Liability, Contractual Liability and Non-Owned Automobile Liability Insurance. The limits of liability for Personal Injury and Property Damage combined shall be for not less than \$5,000,000 each occurrence. The City shall be added as additional named insured under the Comprehensive General Liability. A Cross Liability Clause shall be made part of the Comprehensive General Liability Insurance. All policies shall provide that they cannot be cancelled, lapsed. or materially changed without at least thirty (30) days notice to the City by Registered Mail. Prior to the commencement of any work hereunder, the Contractor shall file with the City a certificate of insurance for each policy required. All such insurance shall be maintained until final completion of the work, including the making good of faulty work or materials, except that coverage for completed operations liability shall in any event be maintained for twelve (12) months from date of final acceptance. Should the Contractor neglect to obtain and/or maintain insurance as aforesaid, or deliver such policy or policies to the City, then it shall be lawful for the City to obtain and/or maintain such insurance and the Contractor hereby appoints the City his true and lawful attorney to do all things necessary for this purpose. All monies expended by the City for insurance premiums under the provisions of this clause shall be charged to the Contractor.”
1	65	Variance Threshold	Variance Threshold Percentage” means a variance of plus or minus 15% between the quantity of a unit price item actually constructed

		Percentage	or provided by the time of Total Performance and the quantity shown on the tendered Schedule of Quantities and Prices for that item.
1	66	Approved Equipment Rental Rate Guide	Approved Equipment Rental Rate Guide” means the most current version of the Equipment Rental Rate Guide authorized by the Government of British Columbia, commonly known as the B.C. ‘Blue Book’
1	67	Workers Compensation Act	“Workers Compensation Act” means the Workers Compensation Act, R.S.B.C. 1996, c.492 as the same may be amended from time to time
4	3		Delete GC 4.3.4 and replace with the following: Before commencing any Work at the Place of the Work, the Contractor shall be responsible to locate in three dimensions all underground utilities and structures indicated on the Contract Documents as being at the Place of the Work. The Contractor shall also be responsible to consult with all utility corporations that provide electricity, communication, gas or other utility services in the area of the Place of the Work, to locate in three dimensions all underground utilities for which they have records. The Contractor shall also locate in three dimensions any other utilities or underground structures that are reasonably apparent in an inspection of the Place of the Work.
4	12		Delete GC 4.12.4 and replace with the following: If the Contractor disagrees with the Contract Administrator’s determination of the Work not meeting the Specifications based on the results of inspection or testing required in the Contract Documents or ordered by the Contract Administrator, the Contractor may elect to carry out such further inspection or testing which the Contract Administrator agrees is acceptable for the purpose of determining whether the Work complies with the requirements of the Contract Documents. a) If such further inspection or testing determines that the Work is not in accordance with the requirements of the Contract Documents, then the Contractor shall correct such Work and pay the costs of the inspection and testing including all costs of the correction and subsequent inspection and testing. b) If such further inspection or testing determines that the Work is in accordance with the requirements of the Contract Documents, then the Owner shall pay all costs of the inspection and testing.
9	4		Delete GC 9.4.3 and replace with the following: A revised unit price shall be applicable and calculated as follows: a) in the case of a shortfall of more than the Variance Threshold Percentage: the revised unit price shall apply to all of the actual work performed for that item; and the revised unit price shall be determined so that the Contractor’s 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 Contractor would have received for the quantity difference between the Tender Quantity as reduced by the Variance Threshold Percentage and the actual quantity; and b) in the case of an overrun of more than the Threshold Variance Percentage of the Tender Quantity for that item: i) the original unit price shall apply to the Tender Quantity for that item plus the Threshold Variance Percentage and the

			<p>revised unit price shall apply only to the quantity in excess of the Threshold Variance Percentage; and</p> <p>ii) a revised unit price, applicable to the quantity in excess of Tender Quantity plus the Threshold Variance Percentage for that item, shall be determined so that the Contractor 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.</p>
13	9		<p>Delete GC 13.9.1 (1) and replace with the following 1) as a genuine pre-estimate of the Owner's increased costs for the Contract Administrator and the Owner's own staff caused by such delay an amount of \$1000.00 per day or pro rata portion for each Day that actual Substantial Performance is achieved after the Substantial Performance Milestone Date; plus</p>
18	3		<p>Delete GC 18.3.1 and replace with the following Except for items in the Schedule of Quantities and Prices which are identified as being "Supply Only" or items authorized under GC 10. 1, payments shall not be made for materials or products purchased by the Contractor but not incorporated into the Work at the Place of the Work.</p>
18	4		<p>Delete GC 18.4.5 and replace with the following The Contractor shall assist the Owner as the Contract Administrator may reasonably request to establish a holdback account pursuant to the Builders Lien Act, if required to be established under the Builders Lien Act, at a savings institution acceptable to the Owner, including preparing and completing any and all documents and forms as the savings institution may require. Any notice issued by the Contractor upon the Owner's failure to pay into the holdback account the amount the Owner is required to retain under the Builders Lien Act shall be given in writing to the Contract Administrator.</p>
18	6		<p>Delete GC 18.6.5 and replace with the following The Owner shall pay any builders lien holdback as required by the Builders Lien Act, or on such other date as required by law, but the Owner may hold back the amounts for any deficiencies or filed builders liens as provided in GC 18.4.2, CC 18.4.3, and 18.4.4.</p>