



Settle down.

CITY OF GRAND FORKS

**TCT MULTI-USE PATHWAY
68TH AVE. TO NURSERY TRESTLE**

MASTER MUNICIPAL CONSTRUCTION DOCUMENTS – 2009 PLATINUM EDITION

UNIT PRICE CONTRACT

TENDER SET

CITY OF GRAND FORKS

TCT MULTI-USE PATHWAY 68TH AVE. TO NURSERY TRESTLE

MASTER MUNICIPAL CONSTRUCTION DOCUMENTS

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Standard Documents that are Fully Complete and Available in the Master Municipal Construction Documents Platinum Edition Volume II from the Master Municipal Construction Documents Association:

- Instructions to Tenderers, Part II
- General Conditions
 - Schedule 17.5.3 - Letter Agreement with Referee
 - Flow Chart - Changes and Extra Work
 - Flow Chart - Disputes Resolution
- Specifications
- Standard Detail Drawings

INVITATION TO TENDERERS

Owner: City of Grand Forks
(NAME OF OWNER)

Contract: TCT Multi-Use Pathway
(TITLE OF CONTRACT)

Reference No. 2013-TCT-MUP-T
(OWNER'S CONTRACT REFERENCE NO.)

The Owner invites tenders
for:

- 1,700 m of asphalt multi-use pathway
- Shouldering
- Reshaping Existing Subgrade
- 550 m³ Imported Embankment Fill

Contract Documents: Contract Documents, Contract Drawings and any Reference
Reference material for this project will be available electronically in
digital format on BC BID and the City's website at
www.grandforks.ca.

Tenders are scheduled to
close:

Tender Closing Time: 2: 00, PM local time

Tender Closing Date: September 3rd, 20 13

Address: City of Grand Forks,
PO Box 220, 7217 4th Street, Grand Forks, BC,
V0H 1H0
(ADDRESS WHERE TENDERS MUST BE SUBMITTED)

**NAME OF OWNER'S
REPRESENTATIVE**

Diane Heinrich, Corporate Officer

250.442.8266
(PHONE)

250.442.8000
(FAX)

**NAME OF CONTRACT
ADMINISTRATOR**

Sasha Bird, ASCT
Manager of Development and Engineering

Box 220, 7217 4th Street, Grand Forks, BC V0H 1H0

250.442.4146
(PHONE)

250.442.8263
(FAX)

sbird@grandforks.ca
(email)

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(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 Grand Forks
(NAME OF OWNER)

Contract: TCT Multi-Use Pathway
(TITLE OF CONTRACT)

Reference No. 2013-TCT-MUP-T
(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:

Supply and Installation of the following:

- 1,700m of asphalt multi-use pathway
- Shouldering
- Reshaping Existing Subgrade
- 550 m³ Imported Embankment Fill

1.2 Direct all inquiries regarding the *Contract*, to:
Dolores Sheets

Engineering Technologist/Quality Control Inspector

(NAME AND POSITION OF INDIVIDUAL WHO WILL ANSWER INQUIRIES)

Address: Box 220, 7217 4th Street

Grand Forks, BC V0H1H0

Phone: 250 442 8266

Fax: 250 442 8000

Email: dsheets@grandforks.ca

2.0 Tender Documents

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

2.2 A portion of the *Contract Documents* are included by reference. Copies of these documents have not been included with the tender package. 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:

Diane Heinrich, Corporate Officer

(TITLE OF POSITION)

on or before:

Tender Closing Time: 2 : 00 , pm local time

Tender Closing Date: September 3rd , 20 13

at

Address: City of Grand Forks

Box 220, 7217 4th Street

Grand Forks, BC V0H 1H0

Fax: 250 442 8000

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

4.0 Additional Instructions to Tenderers

4.1 Any addenda issued shall be posted on BC BID or the City's website at www.grandforks.ca.

4.2 A non-mandatory pre-tender site meeting will be held on August 27, 2013 at 10:00am at the Place of Work – Starting at 68th Ave. and the pathway. Representatives from the City of Grand Forks will conduct a tour of the Place of Work. Tenderers are solely responsible for satisfying themselves as to the existence, extent and location of surface features, site conditions and the sense of work entailed in the *Contract Documents*.

FORM OF TENDER

- WE CONFIRM:** 3.1 that we understand and agree that the quantities as listed in the *Schedule of Quantities and Prices* are estimated, and that the actual quantities will vary.
- WE CONFIRM:** 4.1 that the following appendices are attached to and form a part of this tender:
- 4.1.1 the appendices as required by paragraph 5.3 of the Instructions to Tenderers – Part II; and
 - 4.1.2 the *Bid Security* as required by paragraph 5.2 of the Instructions to Tenderers – Part II.
- WE AGREE:** 5.1 that this tender will be irrevocable and open for acceptance by the *Owner* for a period of 45 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 2 *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 a City of Grand Forks Business License.
 - 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.

FORM OF TENDER

WE AGREE:

6.1

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

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

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

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

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

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

OUR ADDRESS IS AS FOLLOWS:

Phone: _____

Fax: _____

Attention: _____

This Tender is executed this _____ day of _____, 20 _____.

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

ITEM	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY (ESTIMATED)	UNIT PRICE	AMOUNT
DIVISION 12 - LANDSCAPING						
<i>Section 12 93 01 S - Site Furnishing</i>						
1.0	1.4.1 (S)	Removable Bollard With Hinged Lid	ea	5		
DIVISION 31 - EARTHWORKS						
<i>Section 31 22 16.1 Reshaping Existing Subgrade</i>						
1.0	1.4.1	Reshaping Existing Subgrade	sq. m	6,146		
DIVISION 32 - ROADS AND SITE IMPROVEMENTS						
<i>Section 32 11 23 - Granular Base</i>						
1.0	1.4.1(S)	Granular Base - 100mm Thickness	sq.m	6,146		
<i>Section 32 12 16 - Hot-Mix Asphalt Concrete Paving</i>						
1.0	1.5.1(S)	Asphalt surface course, 50mm (Multi-use Pathway)	sq. m	6,146		
<i>Section 32 92 20 - Seeding</i>						
1.0	1.8.1	Mechanical Seeding	sq.m	300		
OPTIONAL WORK						
<i>Section 32 11 23 - Granular Base</i>						
1.0	1.4.5(S)	300mm wide shouldering gravel - 50mm Thickness (Optional Work)	sq.m	1,035		
<i>Section 32 24 13 - Roadway Excavation, Embankment and Compaction</i>						
1.0	1.8.7 (S)	Imported Embankment Fill (Optional Work)	cu.m	550		
<i>Section 32 31 13 - Chain Link Fences and Gates</i>						
1.0	1.5.3	Remove and Reinstate Existing Fence (Optional Work)	L.m	230		
					Tender Price	
					GST 5%	
					Tender Price plus GST	

APPENDIX 3 – EXPERIENCE OF SUPERINTENDENT

City of Grand Forks – TCT Multi-Use Pathway

(TITLE OF CONTRACT)

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: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Tenderer's Initials _____

APPENDIX 4 – COMPARABLE WORK EXPERIENCE

City of Grand Forks – TCT Multi-Use Pathway

(TITLE OF CONTRACT)

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

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

Tenderer's Initials _____

APPENDIX 5 - SUBCONTRACTORS

City of Grand Forks – TCT Multi-Use Pathway

(TITLE OF CONTRACT)

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

TENDER ITEM	TRADE	SUBCONTRACTOR NAME	PHONE NUMBER
Asphalt Paving			
Excavation			
Granular Materials			

Tenderer's Initials _____

BETWEEN OWNER AND CONTRACTOR

This agreement made in duplicate this

_____ day of _____, 2013.

Contract: **City of Grand Forks – TCT Multi-Use Pathway**
(TITLE OF CONTRACT)

Reference No. **2013-TCT-MUP-T**
(OWNER'S CONTRACT REFERENCE NO.)

BETWEEN:

The City of Grand Forks

(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 <i>Contractor</i> will perform all <i>Work</i> and provide all labour, equipment and material and do all things strictly as required by the <i>Contract Documents</i> . |
| | 1.2 | The <i>Contractor</i> will commence the <i>Work</i> in accordance with the <i>Notice to Proceed</i> . The <i>Contractor</i> will proceed with the <i>Work</i> diligently, will perform the <i>Work</i> generally in accordance with the construction schedules as required by the <i>Contract Documents</i> and will achieve <i>Substantial Performance</i> of the <i>Work</i> on or before <u>October 31, 2013</u> and <i>Total Performance</i> on or before <u>November 15, 2013</u> subject to the provisions of the <i>Contract Documents</i> for adjustments to the <i>Contract Time</i> |
| | 1.3 | Time shall be of the essence of the <i>Contract</i> . |

Article 2 Contract Documents

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

Article 3 Contract Price

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

Article 4 Payment

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

Article 5 Rights and Remedies

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

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

Article 6 Notices

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*:

City of Grand Forks

Box 220, 7217 4th St.

Grand Forks, BC V0H 1H0

Fax: 250.442.8000

Attention: Diane Heinrich, Corporate Officer

The *Contractor*:

Fax: _____

Attention: _____

The *Contract Administrator*:

City of Grand Forks

Box 220, 130 Industrial Ave.

Grand Forks, BC V0H 1H0

Fax: 250.442.8263

Attention: Sasha J. Bird, ASCT

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 *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 Grand Forks

(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", Platinum Edition dated 2009. All sections of this publication are included in the *Contract Documents*.

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

(ADDENDA, IF ANY)

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

Schedule 2 List of Contract Drawings

TITLE	DRAWING NO.	DATE	REVISION NO.	REVISION DATE
COVER SHEET	C00	Aug. 20, 2013	-	-
KEY PLAN	C01	Aug. 20, 2013	-	-
CROSS SECTIONS & PROFILE	C02	Aug. 20, 2013	-	-
DETAILS	C03	Aug. 20, 2013	-	-

SUPPLEMENTARY GENERAL CONDITIONS

The following Supplementary General Conditions included in this section of the *Contract Documents* are modifications or additions to the General Conditions in the Master Municipal Construction Document Volume II (Platinum Edition):

Concordance and Index[†]

Add: Gold Edition Specification 0210 is now in the Volume 1: User Guide at Section 2 – 4.2.4.4

1.0 DEFINITIONS

SGC 1.30[†] Deleted Items

Delete GC 1.30 “Deleted Items”

SGC 1.39 GST

Delete 1.39.1 and replace with the following:

1.39.1 “**GST**” means the federal Goods and Services Tax. “**PST**” means the Provincial Sales Tax. The *PST* shall be included in the Tender Price prior to the Calculation of the *GST*. Refer to GC 19.1.1 for the “*Taxes*”.

SGC 1.80 Non-Tender Information

Add the following SGC 1.80.1

1.80.1 Non-Tender Information is defined as any information, plans, drawings, shop drawings of existing equipment or facilities, geotechnical reports or record drawings, photos, reports or other documents which are not included in the *Contract Documents*.

2.0 DOCUMENTS

SGC 2.2.4(i)[†] INTERPRETATION

Delete GC 2.2.4 (1) (i) and replace with the following:

(i) Standard Detail Drawings

3.0 CONTRACT ADMINISTRATOR

3.4 Inspection and Site Inspector

SGC 3.4.5[†] INSPECTION AND SITE INSPECTOR

Delete GC 3.4.5 and replace with the following:

Note: [†] Indicates amendment recommended by MMCD Board

3.4.5 If at any time and for any reason the *Contract Administrator* determines that inspection or testing of the *Work*, or portion of the *Work*, is required that was not called for in the *Contract Documents*, then the *Contract Administrator* may direct the *Contractor* to perform, or have performed, that inspection or testing, as provided in GC 4.12.6.

4.0 CONTRACTOR

4.3 Protection of *Work*, Property and the Public

SGC 4.3.4 - Add the following paragraph (4):

- (4) Expose all connection points and crossing locations for proposed utilities at least one week prior to construction at each site and notify the Contract Administrator of the exact location and elevation of the connection points and crossing utilities for design confirmation. If this confirmation is not completed as specified then the *Contractor* will not be eligible for any delay claims or extra costs incurred by conflicts or changes necessary to complete the related operations. Payment for pre-exposing of utilities will be incidental to payment for utility work unless shown otherwise in the Schedule of Quantities and Prices.

4.6 Construction Schedule

SGC 4.6.2[‡] CONSTRUCTION SCHEDULE

Delete GC 4.6.2 and replace with the following:

4.6.2 The *Contractor* shall update the *Baseline Construction Schedule* monthly to produce an adjusted Baseline Schedule (the "*Adjusted Baseline Schedule*") that reflects any adjustments to the *Milestone Date(s)* or the *Contract Time* as provided by the *Contract Documents*, including without limitation if the *Contract Administrator* issues a *Change Order* or other *Contract Document(s)* which adjusts any *Milestone Date(s)*. Each *Adjusted Baseline Schedule* will replace the previous *Baseline Construction Schedule*.

SGC 4.6.6[‡] CONSTRUCTION SCHEDULE

Delete GC 4.6.6 and replace with the following:

4.6.6 The time for the performance of the *Work* shall commence on the date specified in the *Notice to Proceed*, or if not so specified, on the date the *Notice to Proceed* is issued. Subject to a contrary provision in the *Contract Documents*, the *Owner* shall issue the *Notice to Proceed* within 10 Days of receipt of the documentation required from the *Contractor*

Note: [‡] Indicates amendment recommended by MMCD Board

under paragraph 5.1.1 of the Form of Tender. Failure by the *Owner* to issue the *Notice to Proceed* within the 10 Days shall entitle the *Contractor* to a claim for delay under GC 13.1.1.

4.12 Tests and Inspections

SGC 4.12.4 - Add the following:

As a minimum, the *Contractor* shall perform at their own cost all tests, inspections and approvals of the *Work* necessary for *Quality Control* to ensure materials, products and workmanship are in strict conformance with the *Contract Documents*. The *Contractor* shall provide the results of such tests, inspections and approvals to the *Contract Administrator* upon request.

SGC 4.12.6 (2) - Add the following:

In all cases, the *Contractor* is responsible to facilitate and provide access to all *Works* for the purpose of inspection and testing.

7.0 CHANGES

7.1 Changes

SGC 7.1.3[‡] CHANGES

Delete GC 7.1.3 and replace with the following:

- .3 Additional work that the *Owner* may wish performed that does not satisfy the requirements of subparagraphs (a) and (b) of GC 7.1.1(1) is *Extra Work* ("*Extra Work*") and not a *Change*. Pursuant to GC 8, *Extra Work* may be declined by the *Contractor* or may, upon agreement between the parties, be undertaken as *Extra Work*.

9.0 VALUATION OF CHANGES AND EXTRA WORK

9.4 Quantity Variations

SGC 9.4.1[‡] QUANTITY VARIATIONS

Delete GC 9.4.1 and replace with the following:

- .1 If for any reason, including an addition or deletion under GC 7.1.1.(1) or GC 7.1.1.(2) respectively, the actual quantity of a unit price item varies by more than plus or minus the *Variance Threshold Percentage* from the estimated quantity for that unit price item as listed in the *Schedule of Quantities and Prices* (the "*Tender Quantity*") or as otherwise agreed to pursuant to these *Contract Documents*, then either the *Owner* or the

Note: [‡] Indicates amendment recommended by MMCD Board

Contractor may by written notice request the other party to agree to a revised unit price, considering the change in quantities. A party shall make a request for a revised unit price as soon as reasonably possible after the party concerned becomes aware of the quantity variation.

9.5 Adjustments of Contract Time

SGC 9.5.3 - Delete 9.5.3 and replace with the following:

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

10.0 Force Account

10.1 Force Account Costs

SGC 10.1.1(4) – Delete 10.1.1(4) and replace with the following:

(4) *Force Account Work* performed by a subcontractor shall be paid for in the lessor of: (i) the amount as provided by subparagraphs (1), (2) and (3) of this GC, plus a markup of 5%, or (ii) the actual amount the *Contractor* pays the subcontractor including a markup of 10% on such actual cost to cover all overhead and profit.

12.0 HAZARDOUS MATERIALS

12.2 Discovery of Hazardous Materials

SGC 12.2.2* DISCOVERY OF HAZARDOUS MATERIALS

Delete GC 12.2.2 and replace with the following:

.2 If the *Contract Administrator* observes any materials at the Place of the *Work* that the *Contract Administrator* knows or suspects may be *Hazardous Materials* then the *Contract Administrator* shall immediately give written notice to the *Contractor* and the *Contractor* shall immediately stop the *Work* or portion of the *Work* as required by GC 12.2.1 (1).

13.0 DELAYS

13.9 Liquidated Damages for Late Completion

SGC 13.9.1 LIQUIDATED DAMAGES FOR LATE COMPLETION

Delete GC 13.9.1 and replace with the following:

Note: * Indicates amendment recommended by MMCD Board

If the Contractor fails to meet the *Milestone Date* for *Substantial Performance* as set out in the *Form of Tender*, paragraph 2.2 as may be adjusted pursuant to the provisions of the *Contract Documents*, then the *Owner* may deduct from any monies owing to the *Contractor* for the *Work*:

- (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 **\$1,500** per day or pro rata portion for each *Day* the actual *Substantial Performance* is achieved after the *Substantial Performance Milestone Date*; plus
- (2) all direct out-of-pocket costs for safety, security or equipment rental, reasonably incurred by the *Owner* as a direct result of such delay.

If the monies owing to the *Contractor* are less than the total amount owing by the *Contractor* to the *Owner* under (1) and (2) then any shortfall shall immediately, upon written notice from the *Owner*, and upon *Substantial Performance*, be due and owing by the *Contractor* to the *Owner*.

18.0 PAYMENT

18.4 Holdbacks

SGC 18.4.2 – Delete and replace with:

18.4.2 Defects and Deficiencies: In addition to other holdbacks as provided by the *Contract Documents*, when considering *Substantial Performance*, the *Owner* may hold back from payments otherwise due to the *Contractor* 200% of a reasonable estimate, as determined by the *Contract Administrator*, on account of deficient or defective *Work* already paid for. This holdback may be held, without interest, until all deficiencies and/or defects are remedied. The items of defect or deficiency and the amounts of related holdbacks shall be listed separately on the *Payment Certificate*.

18.6 Substantial Performance

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

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

SGC 18.6.5 – Add the following:

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

18.7 Total Performance

SGC 18.7.4 – Add the following clause:

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

21.0 WORKERS COMPENSATION REGULATIONS

21.2 Contractor is "Prime Contractor"

SGC 21.2.1 Delete GC 21.2.1 and replace with the following:

21.2.1 Commencing on the effective date of the *Notice to Proceed* and until such time as the *Contractor* has achieved *Total Performance*, as part of the *Work* the *Contractor* shall be the "prime contractor" as defined in the *Workers Compensation Act* and accordingly shall comply with all resulting requirements and obligations including coordination of the health and safety activities of all employers at the *Place of the workplace* as prescribed by the applicable regulations. For certainty, except for that period during which the *Contractor* is the "prime contractor" pursuant to this section 21.2.1, the *Owner* or appointed third party shall be the "prime contractor" responsible for safety at the *Place of the Work*.

24.0 INSURANCE

24.1 Required Insurance

SGC 24.1.5 – Delete and replace with:

24.1.5 All policies referred to in this GC shall provide that thirty (30) days notice of cancellation will be given in writing to each insured, including the *Owner*, otherwise the policies to remain in full force and effect until the *Work* has been completed. Notwithstanding the foregoing, the Comprehensive General Bodily

Note: † Indicates amendment recommended by MMCD Board

Injury and Property Damage Liability insurance referred to in GC 24.1.1 (2) shall remain in full force and effect from the commencement of the performance of the *Work* for a period of not less than twelve (12) months following *Total Performance*, and with respect to completed operations coverage for a period of not less than 24 months following *Total Performance*.

SCHEDULE 17.5.3 – LETTER AGREEMENT WITH REFEREE

Add the following Schedule 17.5.3:

Schedule 17.5.3

Letter Agreement with Referee

(Name and Address of Referee)

Contract: _____

Reference No. _____

BETWEEN:

The _____

(the "Owner")

AND:

(the "Contractor")

We write to confirm your appointment as a Referee under the above *Contract*. The terms of your appointment are as contained in CG 17.5 of the *Contract Documents*. The parties specifically confirm CG 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.

Note: † Indicates amendment recommended by MMCD Board

We confirm that your daily/hourly rate for fees is \$_____. In addition to your invoiced fees the *Owner* will pay any and all reasonable disbursements incurred in providing your services.

Please submit your invoices on a monthly basis directly to the *Contract Administrator*. The *Owner* shall make payment within 20 calendar days of receipt.

Please confirm your agreement to the terms as set out in this letter by signing a copy of the enclosed letter and returning it to the *Contract Administrator*.

Yours truly,

Authorized Signatory of Owner	Date
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Authorized Signatory of Contractor	Date
------------------------------------	------

Referee	Date
---------	------

END OF SUPPLEMENTARY GENERAL CONDITIONS

Note: * Indicates amendment recommended by MMCD Board

SUPPLEMENTARY SPECIFICATIONS

**SUPPLEMENTARY SPECIFICATIONS TO THE
MASTER MUNICIPAL SPECIFICATIONS, 2009 PLATINUM EDITION**

INDEX

The following list summarizes the modifications and additions to the Master Municipal Specifications for this Contract:

SECTION	TITLE
01 55 00 – Traffic Control, Vehicle Access and Parking	Amended for Clarity
01 57 01 – Environmental Protection	Amended for Clarity, Amended Execution Details
12 93 01 – Removable Bollard	New
31 22 01 – Site Grading	Amended Execution Details
31 23 01 – Excavating, Trenching and Backfilling	Amended Measurement and Payment
31 24 13 – Roadway Excavation, Embankment and Compaction	Amended Measurement and Payment
32 12 16 – Hot-Mix Asphalt Concrete Paving	Amended Measurement and Payment, Execution Details
32 92 20 – Seeding	Amended Execution Details

The following Supplementary Specifications included in this section of the *Contract Documents* are modifications or additions to the Specifications in the Master Municipal Construction Document Volume II (Platinum Edition):

SECTION 01 55 00 TRAFFIC CONTROL, VEHICLE ACCESS AND PARKING

Clause 1.4.10.3†

Delete Clause 1.4.10.3 and replace with:

- .3 When workmen or equipment are employed on travelled way over brow of hills, around sharp curves or at other locations where oncoming traffic would not otherwise have adequate warning.

Clause 1.4.14

Add the following Clause 1.4.14:

- .14 The expectation of the Owner is for the Contractor to provide, at a minimum, single lane flag controlled alternating traffic through the Place of the Work during regular work hours when possible. During non-work hours, the Contractor shall provide two way traffic unless otherwise authorized by the Contract Administrator.

It is recognized by the Owner that it may be more efficient and cost effective to permit full road closures for portions of the Work. Therefore The Contractor will be required to meet with City staff to coordinate road closures, if necessary. The Contractor must develop and submit a Traffic Management Plan (TMP) by a qualified Traffic Control Person (TCP) as required by the "Traffic Control Manual for Work on Roadways", for review and approval by the City of Grand Forks. The TMP must be approved and all required signage in place and available for inspection prior to implementation.

SECTION 01 57 01 ENVIRONMENTAL PROTECTION

Clause 1.2.2.2*

Delete Clause 1.2.2.2 and replace with:

- .2 Do not operate construction equipment in watercourses.

SECTION 12 93 01 REMOVABLE BOLLARD

1.0 GENERAL

- .1 Section 12 93 01 refers to those portions of the Work that are unique to the supply and installation of bollards. This Section must be referenced to and interpreted simultaneously with all other Sections pertinent to the Work as described herein.
- .2 Industry standards to apply where details and procedures not specified.

1.1 Related Work

Section 03 30 53 Cast-In-Place Concrete

1.2 Measurement and Payment

.1 Payment for removable bollards will be for each bollard installed complete as shown on the Contract Drawings and as directed by the Contract Administrator. Payment includes supply and installation of concrete base, bollard components and all related works.

1.3 Inspection and Testing

- .1 Refer to General Conditions, Clause 4.12, Inspections.

2.0 PRODUCTS

- .1 Removable Bollard
 - .1 Removable bollards to be Wesco Item
#BORAM6-DSH-BKTX-LMS49997A.

3.0 EXECUTION

- .1 Removable Bollard
 - .1 Excavate location for concrete base.
 - .2 Install the entire bollard and base sleeve in concrete keeping the base casting even with finished grade.

- .3 Ensure the bollard is supported in a plumb position until the concrete sets and the locking pin is situated at a position that allows easy unlocking and removal.

SECTION 31 22 01 SITE GRADING

Clause 3.3.1[†]

Delete Table 1 and replace with the following:

Conditions	Intended Growing Medium Depth	Tolerance
Within 3 m from fixed elevations (e.g., paving edges, curbs, etc.)	0 – 150 mm	± 25 mm
	151 – 300 mm	± 25 mm
	301 – 600 mm	± 50 mm
Other areas	0 – 150 mm	± 25 mm
	151 – 300 mm	± 50 mm
	301 – 600 mm	± 50 mm

SECTION 31 23 01 EXCAVATING, TRENCHING AND BACKFILLING

1.10 Measurement and Payment

Add Clause 1.10.9 as follows:

- .9 Removal, Disposal, and Replacement of Unsuitable Trench Material (Optional Work)

Completed removal, disposal, and replacement of unsuitable trench material shall be measured on a cubic metre basis for each type of replacement material specified in the Form of Tender. The volume of unsuitable trench material removed, disposed of, and replaced shall be determined by calculating the Average End Area for a trench section from which unsuitable material has been removed and multiplying it by the length of the trench section. Maximum length of trench between cross-sections shall be 5.0m.

Removal, disposal, and replacement of unsuitable trench material shall be paid for at the Contract Unit Price for each type of replacement material specified in the Form of Tender. Such payment shall be full compensation for excavation, separation, removal, disposal, replacement and all other labour, materials, equipment, and work necessary or incidental thereto for which separate payment is not elsewhere provided for in the Contract.

No extra compensation will be provided to the Contractor for slowdowns or delays incurred while unsuitable trench material is removed, disposed and replaced. The cost of such slowdowns or delays shall be reflected in the Contract Unit Price for this payment item.

The location and extend of removal, disposal and replacement of unsuitable trench material shall be determined by the Contract Administrator.

SECTION 31 24 13 ROADWAY EXCAVATION, EMBANKMENT AND COMPACTION

Clause 1.8.5

Delete Clause 1.8.5.1, .2, .3, .4, .5 and replace with the following:

1.8.5.1 Common Excavation will be measured in cubic meters from the existing surface following stripping to design subgrade calculated from cross-sections taken by the Contract Administrator in areas of excavation. Payment will be made at the unit price and will include offsite disposal.

Add 1.8.5.14 as follows:

1.8.15.14 Payment for the relocation of the existing fence shall be measured on a unit basis. Such payment shall be full compensation for relocating the existing signs indicated on the Contract Drawings to a location specified by the Contract Administrator.

Clause 1.8.7

Delete Clause 1.8.7 and replace with the following:

1.8.7 Payment for imported embankment fill shall be by cubic meter. Measurement shall be for in-place compacted volume of the embankment. Volume shall be calculated using the Average End Area method based on cross sections taken at no greater than 10 m intervals, from original ground to the underside of the granular base layer.

Clause 1.8.9

Delete 1.8.9 and replace with the following:

- 1.8.9 Subgrade preparation (including finish grading of the subgrade, removal of surplus materials, adjustment of moisture content and compaction as specified) will be considered incidental to excavation and embankment and shall be included in the respective unit rates for those items. No additional payment shall be made for subgrade preparation.

SECTION 32 12 16 HOT-MIX ASPHALT CONCRETE PAVING

1.5 Measurement and Payment

Clause 1.5.1

Delete Clause 1.5.1 and replace with the following:

- .1 Payment for asphaltic concrete paving includes all construction joint preparation, supply and placing of the asphaltic concrete, compaction, adjusting and cleaning frames, covers and lids of all castings (new and existing) affected and taped temporary pavement markings.

Measurement for asphaltic concrete paving for the specified design mixes for lower and upper courses will be made for the specified thickness to the limits indicated on the Contract Drawings and as directed by the Contract Administrator. No payment will be made as a result of unauthorized paving beyond the limits shown on the Contract Drawings unless pre-approved by the Contract Administrator.

1.7 Scheduling of Hot Mix Asphalt Concrete Placement

Add Clause 1.7 Scheduling of Hot Mix Asphalt Concrete Placement

- .1 Approval to proceed with placement of hot- mix asphalt concrete paving shall not be issued by the Contract Administrator until all underground utilities installed under this contract, which lie beneath or adjacent to the proposed asphalt, have been tested and approved. All video inspections of storm sewers shall be complete the reports and tapes received and reviewed by the Contract Administrator and any defective work rectified prior to placement of asphalt.

3.11 Defective Work

Add Clause 3.11.3:

Where the finished asphalt surface is greater than 7mm below or 1 mm above the outside edge of any manhole rim or valve box and an asphalt patch results from the rectification of the aforementioned deficiency then a penalty of \$2000.00 per patch shall be applied to monies owing the Contractor to offset the cost of future maintenance of the patch and affected roadway. This penalty shall not relieve the Contractor from the requirements of the Maintenance Period (GC 25).

SECTION 32 92 20 SEEDING

Clause 3.3.5[†], 3.8.1[†], and 3.8.2[†]

Delete 3.3.5 and replace with:

- .5 Apply mulch with seed; or apply mulch immediately after seeding. Do not seed areas which cannot be mulched the same day.

Delete 3.8.1 and replace with:

- .1 Customary one year Maintenance Period for construction industry will apply as standard for landscape work. Contractor to guarantee all materials and workmanship for a period of one full year from date of Total Performance, unless specified otherwise in Contract Documents.

Delete 3.8.2 and replace with:

- .2 Guarantee includes replacing all seeded areas determined by Contract Administrator to be dead or failing at end of Maintenance Period. Replacements to be made at next appropriate season, and conditions of guarantee will apply to all replacement seeding for one full growth season.

END OF SUPPLEMENTARY SPECIFICATIONS