

Resort Municipality of Whistler

June
2019

**Nesters Impound Yard Infrastructure Services
Contract No. T076**

Owner: Resort Municipality of Whistler
Contract: Nesters Impound Yard Infrastructure Services
Reference No. T076-2019

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Owner: Resort Municipality of Whistler

Contract: Nesters Impound Yard Infrastructure Services

Reference No. T076-2019

The Owner invites tenders

for: The work generally includes but is not limited to: construction of a new gravel impound yard, installation of a new storm sewer including oil grit separator manhole, chain-link complete with barbwire perimeter fencing including sliding security gate and conduits for future lighting in the Resort Municipality of Whistler.

Contract Documents are available during normal business hours at:

This Tender is being issued electronically through the BC Bid website (www.bcbid.gov.bc.ca) where any interested party may download the Tender documents directly from the aforementioned website. **Interested parties to request Appendix C from Contract Administrator.** No registration, tracking or other recording of Tender document holders will be performed by the Resort Municipality of Whistler. All addenda, amendments or further information will be published on the BC Bid website. It is the sole responsibility of the Tenderer to monitor the website regularly to check for updates.

The Contract Documents are Available for viewing at:

Resort Municipality of Whistler
Municipal Hall
4325 Blackcomb Way
Whistler, BC V0N 1B4

A tender site meeting will be held as requested. The purpose of the meeting will be to discuss and clarify and issues identified by Tenderers as part of the tender preparation.

Tenders are scheduled to

Close: **Tender Closing Time:** 2:00pm local time

Tender Closing Date: Tuesday, July 9, 2019

Address: Resort Municipality of Whistler
Municipal Hall
4325 Blackcomb Way
Whistler, BC V0N 1B4

Name of Owner's

Representative: Chelsey Roberts
Engineer Technologist
croberts@whistler.ca
604-935-8244

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(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: Resort Municipality of Whistler

Contract: Nesters Impound Yard Infrastructure Services

Reference No. T076-2019

1.0 Introduction 1.1 The work generally includes but is not limited to: construction of a new gravel impound yard, installation of a new storm sewer including oil grit separator manhole, chain-link complete with barbwire perimeter fencing including sliding security gate and conduits for future lighting in the Resort Municipality of Whistler.

1.2 Direct all technical inquiries regarding the *Contract*, to:

Leah Jankola, EIT.
Project Engineer

Address: Suite 2300 Central City Tower; 13450 - 102 Avenue,
Surrey BC; V3T 5X3

Phone: 604-424-4890

Fax: n/a

Email: ljankola@mcelhanney.com

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

Chelsey Roberts, AScT.
Engineering Technologist, Infrastructure Services

Address: Resort Municipality of Whistler
4325 Blackcomb Way
Whistler, BC V0N 1B4

Phone: 604-935-8244

Email: croberts@whistler.ca

INSTRUCTIONS TO TENDERERS PART I

- 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, “Tender Enclosed” and Reference No., and must be received by the office of:
Capital Projects Manager, Infrastructure Services
on or before
Tender Closing Time: 2:00pm local time
Tender Closing Date: Tuesday, July 9, 2019
- at
- Address:** Resort Municipality of Whistler
Municipal Hall
4325 Blackcomb Way
Whistler BC, V0N 1B4
- Fax:** n/a
- 3.2** Late tenders will not be accepted or considered, and will be returned unopened.
- 3.3** Depending on the available funds to complete the work program, the scope of the work may be decreased due to budget constraints. The *Owner* reserves the right to reduce or remove projects based on available funds.

4.0 Supplemental Instructions to Tenderers

4.1 Completing the Form of Tender

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, Goods and Services Tax of 5% shall be calculated separately then added to arrive at the Total Tender Price including GST.

4.2 Right to Accept or Reject Tenders

The Owner reserves the right to reject any or all tenders or to accept any tender should it be deemed in the interest of Owner 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 Contract Administrator will be the sole judge of such matters. Any tender considered to be unbalanced shall be rejected by the Owner.

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.

The following amendments reference Instructions to Tenderers - Part II:

12.1S	Amendment of Tenders	Change “hand, mail or fax” to “hand” and add “An amendment by email or fax will not be accepted.”
15.4 S	Award	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 <i>Contract Documents</i> as listed in Schedule 1 and 2 of the Agreement may be rejected.”
15.5 S		Insert the following clause: In exercising its discretion, the <i>Owner</i> 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 <i>Owner</i> in evaluation of such tender information, any information obtained by the <i>Owner</i> from any other person, firm or corporation relating to their previous experience with the tenderer, as well as the <i>Owner’s</i> previous relevant experience, if any, with the tenderer. In exercising this discretion the <i>Owner</i> may consider, but is not limited to, the following criteria in addition to the <i>Tender Price</i> .

- 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.

Basis of Contract Award &
Acceptance

In reviewing tenders and awarding the *Contract* for this project the *Owner* may consider not only the tendered prices but the overall value that the tender represents to the *Owner* based on quality, service and price, and the tenderer's experience and qualifications considered essential by the *Owner* for the satisfactory completion of this type and size of project, including:

- a) Bonding capability.
- b) Financial capability.
- c) Previous completed projects of this type and/or size.
- d) Major projects now being undertaken by the tenderer.
- e) Key office and site personnel to be assigned by the tenderer to this project.
- f) Time for completion of the *Work*.
- g) The past experience of the *Owner* and/or other project owners with respect to the tenderer's performance in completing projects in a timely, efficient and satisfactory manner, the tenderer's methods of doing business and the tenderer's ability to establish and maintain a good working relationship with a project owner.

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

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

4.4 BC Hydro Compatible Use Application

Award of the *Contract* is subject to Compatible Use application approval from BC Hydro.

4.5 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 \$1,500.00 per working day.

4.6 Hours of Work

The hours of work for all project sections must not extend beyond 0700h and 2000h, inclusive, daily. The Contractor shall schedule his work within these hours and will not be permitted to commence work earlier than 0700h and/or work later than 2000h, except as authorized by the Contract Administrator.

No work on Saturdays, Sundays, or Statutory Holidays will be permitted except in case of emergency and then only with written permission of the Contract Administrator and to such extent as he deems necessary.

The Owner reserves the right not to allow any work to be undertaken on Weekends or Statutory Holidays.

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.

4.8 Additional information made available to tenderers pursuant to IT 2.3:

exp Services Inc., Geotechnical Assessment Report
- dated February 26, 2019 (Reference No.: VAN-00251588-A0)

- 4.9** Note that the MMCD (this Contract is based on the **2009 Platinum Edition**) must be purchased separately from:

MMCD
102, 211 Columbia Street
Vancouver, BC V6A 2R5

Phone: 604-681-0295
Fax: 604-681-4545
Email: admin@mmcd.net

- 4.10 Contractor is to familiarize himself/herself with IT Part II – Section 10.0**

Add IT Part II – Section 10.3

“It shall be the responsibility of the Tenderer to include in his tender sufficient amounts to cover the cost of the work and materials not listed in the Schedule of Quantities and Unit Prices and specifications by either direct mention or implication. All such amounts shall be included in the items to which they pertain most closely in the Schedule of Quantities and Unit Prices.

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

Owner: Resort Municipality of Whistler
Contract: Nesters Impound Yard Infrastructure Services
Reference No. T076-2019

To Owner:

**WE, THE
UNDERSIGNED:**

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

(ADDENDA, IF ANY)

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

1.3 have complied with the Instructions to Tenderers; and

**ACCORDINGLY WE
HEREBY OFFER:**

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

2.2 to achieve Substantial Performance of the *Work* on or before September 5, 2019; and

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

WE CONFIRM:

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

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

WE CONFIRM:

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

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

Tenderer's Initials _____

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

4.1.3 the *Consent of Security - Performance, Labour and Materials Payment* filled and signed.

WE AGREE:

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

5.1.1 within 10 *Days* of receipt of the written *Notice of Award* deliver to the *Owner*:

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

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

5.1.3 sign the Contract Documents as required by GC 2.1.2.

WE AGREE:

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

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

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

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

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

OUR ADDRESS IS AS FOLLOWS:

Phone: _____

Fax: _____

Email: _____

Attention: _____

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

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

APPENDIX 1
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)

Owner: Resort Municipality of Whistler
Contract: Nesters Impound Yard Infrastructure Services
Reference No. T076-2019

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

TENDER SUMMARY SHEET

		AMOUNT
1.0	Roadway Lighting	\$ _____ -
2.0	Site Works	\$ _____ -
3.0	Storm Sewer	\$ _____ -
	TENDER \$	-
	PRICE	
	GST @ 5% \$	-

TENDER PRICE plus GST \$ _____ -

Tenderer's Initials _____

Item	Section	Para	Specification Title	Unit	Quantity	Unit Price	Amount
	26 42 13		Roadway Lighting				
26.01		SSP 1.9.2.3	35mm RPVC Empty Ducting	m	400		
	31 11 01		Clearing and Grubbing				
31.01		1.4.1 / .2	Clearing and Grubbing	m ²	1200		
	31 23 17		Rock Removal				
31.02		1.6.4	Mass Rock & Boulders (Optional)	m ³	100		
	31 24 13		Roadway Excavation, Embankment and Compaction				
31.03		1.8.5	Common Excavation Off-Site Disposal	m ³	760		
31.04		1.8.9	Subgrade Preparation	m ²	3200		
	32 11 16.1		Granular Sub-Base				
32.01		1.4.2	Granular Sub-Base	m ³	960		
	32 11 23		Granular Base				
32.02		1.4.2	Granular Base	m ³	480		
	32 31 13		Chain Link Fences and Gates				
32.03		1.5.1	1.8m High Chain Link Fence c/w 300mm of Barbwire	m	290		
32.04		1.5.2	1.8m High Chain Link Sliding Gate c/w 300mm of Barbwire – 8.0m Wide	Ea.	1		
	33 40 01		Storm Sewers				
33.01		1.6.1 / 2	300mm PVC (any depth)	m	70		
33.02		1.6.5	Catchbasin Lead 200mm	m	60		
	33 42 13		Pipe Culverts				
33.03		1.5.1/.2	450mm dia (any depth)	m	3		
33.04		1.5.3	End Wall	Ea.	1		
33.05			300mm (RMOW std dwg S13)	Ea.	1		
33.06			450mm (RMOW std dwg S15)	Ea.	1		
33.07		SSP 1.5.7	Tie-in to Existing	Ea.	1		
	33 44 01		Manholes and Catchbasins				
33.03		SSP 1.5.7	Manhole Base, Frame, Lid and cover Stormceptor STC-2000	LS	1		
33.04		1.5.1.1	Manhole Base, Frame, Lid and Cover - 1050mm dia	Ea.	1		
33.05		1.5.1.1	CB Manhole Base, Frame, Lid and Cover - 1050mm dia	Ea.	1		
33.06		1.5.1.2	Manhole riser - 1050mm dia	m	2.5		
33.06		1.5.2	Catchbasin Top Inlet	Ea.	2		

Tenderer's Initials _____

EXPERIENCE OF SUPERINTENDENT

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

Owner: Resort Municipality of Whistler

Contract: Nesters Impound Yard Infrastructure Services

Reference No. T076-2019

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 _____

FORM OF TENDER

APPENDIX 4

COMPARABLE WORK EXPERIENCE

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

Owner: Resort Municipality of Whistler

Contract: Nesters Impound Yard Infrastructure Services

Reference No. T076-2019

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

Tenderer's Initials _____

BETWEEN OWNER AND CONTRACTOR

This agreement made in duplicate this
_____ day of _____, 2019

Owner: Resort Municipality of Whistler

Contract: Nesters Impound Yard Infrastructure Services

Reference No. T076-2019

BETWEEN:

The Resort Municipality of Whistler
(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 <u>September 5, 2019</u> subject to the provisions of the Contract Documents for adjustments to the Contract Time |
| | | 1.3 | Time shall be of the essence of the Contract. |
| Article 2 | Contract Documents | 2.1 | The "Contract Documents" consist of the documents listed or referred to in Schedule 1, entitled "Schedule of Contract Documents", which is attached and forms a part of this Agreement, and includes any and all additional and amending documents issued in accordance with the provisions of the Contract Documents. All of the Contract Documents shall constitute the entire Contract between the Owner and the Contractor. |

- 2.2 The *Contract* supersedes all prior negotiations, representations or agreements, whether written or oral, and the *Contract* may be amended only in strict accordance with the provisions of the *Contract Documents*.
- Article 3 Contract Price**
- 3.1 The price for the *Work* ("*Contract Price*") shall be the sum in Canadian dollars of the following:
- 1.1.1 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 email, or by fax, or by pre-paid registered mail to the addresses as set out below:

The *Owner*:

Resort Municipality of Whistler

Municipal Hall

4325 Blackcomb Way

Whistler BC, V0N 1B4

Fax: n/a

Email: croberts@whistler.ca

Attention: Chelsey Roberts

The *Contractor*:

Fax: _____

Email: _____

Attention: _____

The *Contract Administrator*:

Fax: _____

Email: _____

Attention: _____

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

1.1.4 immediately upon delivery, if delivered by hand; or

1.1.5 at the date and time as shown in the recipients inbox, if sent by email; or

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

1.1.7 after 5 *Days* from date of posting if sent by registered mail.

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

Article 7 General

- 6.4 The sender of a notice by fax or email assumes all risk that the fax or email is received.

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

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

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

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

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

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

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Owner:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

**Schedule 1 Schedule of
Contract Contract
Documents**

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

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

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

(ADDENDA, IF ANY)

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

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

Schedule 2 List of Contract Drawings

TITLE	DRAWING NO.	DATE	REVISION NO.	REVISION DATE
Cover	000	June 7, 2019	PE	June 7, 2019
Key Plan	001	June 7, 2019	PE	June 7, 2019
Site Plan	101	June 7, 2019	PE	June 7, 2019
Grading	601	June 7, 2019	PE	June 7, 2019
Fence Detail	L301	June 7, 2019	PE	June 18, 2019
Lighting	STL-01	March 8, 2019	PE	June 5, 2019

Supplementary General Conditions

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

Reference No.

Owner: Resort Municipality
Contract: Nesters Impound Yard Infrastructure Services
Reference No. T076-2019

General Conditions #	Paragraph #	Title	Action
3	.2	Authority	Delete GC3.2.2 and replace with: "Nothing contained in the <i>Contract Documents</i> shall create any contractual relationship or other relationship recognized by law between the <i>Contract Administrator</i> and the <i>Contractor</i> , subcontractors, suppliers, or their agents, employees or other persons performing any of the <i>Work</i> .
4.3	.4		Delete GC 4.3.4 and replace with the following: Before commencing any <i>Work</i> at the <i>Place of the Work</i> , the <i>Contractor</i> shall be responsible to locate in three dimensions all underground utilities and structures indicated on the <i>Contract Documents</i> as being at the <i>Place of the Work</i> . The <i>Contractor</i> shall also be responsible to consult with all utility corporations that provide electricity, communication, gas or other utility services in the area of the <i>Place of the Work</i> , to locate in three dimensions all underground utilities for which they have records. The <i>Contractor</i> shall also locate in three dimensions any other utilities or underground structures that are reasonably apparent in an inspection of the <i>Place of the Work</i> . The <i>Contractor</i> shall contact BC One Call at least 48 hours prior to excavating to advise of the <i>Work</i> .

4.5	.1	Errors, Inconsistencies or Omissions in the <i>Contract Documents</i>	GC4.5.1 are amended: (i) by deleting “or omission” wherever it appears and substituting “omission or any incorrect, inaccurate or misrepresented fact”, and (ii) by deleting “or omissions” wherever it appears and substituting “omissions or incorrect, inaccurate or misrepresented facts”.
	.4		Add GC4.5.4: “If Additional Instructions are required to address any error, inconsistency, omission or incorrect, inaccurate or misrepresented facts, the Contractor’s inefficiencies or mismanagement, if any, shall not be taken into account when determining any impact of those Additional Instructions on the Contract Price or the Contract Time.”
4.6	.2	Construction Schedule	GC4.6.2 is amended by deleting “monthly” and substituting “monthly or within a shorter time period specified in the <i>Contract Documents</i> ”.
4.12	.5	Tests and Inspections	GC4.12.5 (1) and (2) are amended by deleting “timely notice” and substituting “not less than two days”.
6.2	.1	Coordination and Connection	Add: The <i>Owner</i> or <i>Contract Administrator</i> will not be liable for claims for delay caused by applicable third parties, including, but not limited to BC Hydro, TELUS, Fortis BC, Shaw Cable, BC Transit, or Municipal Forces for work required to be undertaken on this <i>Contract</i> .
7.4	.3		Add GC 7.4.3 All or any unused portion of these sums shall revert to the RMOW and shall be deducted from the Contract Price before final payment is made. No claim for lost profit shall be made by the <i>Contractor</i> for the deletion of any or all of these optional items.
9.2	.4	Valuation Method	GC9.2.4 is amended by deleting “unless at the time of the agreement the <i>Contractor</i> expressly reserved in writing the right to claim for additional payment or Contract Time adjustments.”
11.1	.1	Concealed or Unknown Conditions Definition	GC 11.1.1(3) is deleted and the following substituted: “(3) differs materially and substantially from: i. the conditions of the Place of the Work that would have been evident to or reasonably foreseeable by a Contractor who was qualified to undertake the Work, and ii. any information in the Tender Documents or otherwise

			made available by the Owner with respect to any conditions of the Place of the Work that would not have been evident to or reasonably foreseeable by a contractor who was qualified to undertake the Work”.
13.1	.1	Delay by <i>Owner</i> or <i>Contract Administrator</i>	Add: The <i>Owner</i> or <i>Contract Administrator</i> will not be liable for claims for delay caused by applicable third parties, including, but not limited to BC Hydro, TELUS, Fortis BC, Shaw Cable, BC Transit, or Municipal forces for work required to be undertaken on this <i>Contract</i> .
13.9	.1	Liquidated Damages for Late Completion	GC 13.9.1.1 is amended by deleting “\$1000 per day” and substituting “\$1,500 per day”.
15.3	.1	Termination	GC 15.3.1 (1) is deleted and the following substituted: “(1) be entitled to: (i) take possession of the <i>Place of the Work</i> and the materials to be incorporated into the <i>Work</i> wherever they are located including materials ordered for the <i>Work</i> but not yet delivered, (ii) utilize the construction machinery and equipment, subject to the right of third parties, and (iii) complete the <i>Work</i> by whatever method the <i>Owner</i> may consider expedient, and
17	5	Referee	GC17.5.2(2) is deleted and the following substituted: 2) “if the parties have not agreed upon a Referee within 15 Days after the delivery of the Dispute Notice, then either party may make a written request to the Master Municipal Document Association to appoint the Referee within 10 Days of the written request. If after consultation with the parties, the Association is unable to appoint a Referee who is acceptable to both parties, the Association shall appoint as the Referee an individual who is qualified to act in that capacity under the Contract and who is independent and impartial.” GC17.5.3 is deleted and the following substituted: “If a Referee is selected for appointment as provided by this GC then the parties shall enter into an agreement with the Referee by signing a letter in the form as set out in Schedule 17.5.3 to these GC’s. If one party and the Referee sign the agreement and, after presentation, the other party fails or refuses to sign the agreement, the defaulting party shall be deemed to be a party to that agreement.” GC 17.5.8 is amended by adding after “The Referee” the following: “shall make decisions in a fair and impartial manner and”. GC17.5.11 is amended a) by renumbering it GC 17.5. 11.1 and by adding the following at the end “unless the parties agree otherwise.” and b) by adding the following: 17.5.11.2 Despite 17.5.1 1.1, on written application of a

			<p>party, the Master Municipal Documents Association may revoke the appointment of the Referee if the Association is satisfied that the Referee is biased, unqualified to discharge the Referee's duties, or has failed to diligently and conscientiously perform the Referee's duties. A replacement Referee shall be selected for appointment as provided by this GC.</p> <p>GC17.5.13 is amended by deleting "by either party, or both parties," and substituting the following: "by both parties but not by one party."</p>
18.2	.1	Supporting Documentation	<p>Add:</p> <p>The <i>Contractor</i> shall not work on the <i>Site</i> or deliver materials for which delivery slips submitted to the <i>Owner</i> are the basis of payment unless the <i>Site Inspector</i> is present. However, if the <i>Contract Administrator</i> deems these requirements inappropriate then this requirement may be waived.</p>
18.9	.1	Waiver of Claims	<p>GC18.9.1 is amended by deleting the last sentence and substituting the following:</p> <p>This waiver of claims shall include without limitation those claims that might arise from:</p> <ol style="list-style-type: none"> 1) the negligence or breach of contract by the <i>Owner</i>, its employees, agents or officials, or 2) the negligence or wrongful acts of the <i>Owner's</i> consultants or the <i>Contract Administrator</i>, <p>but does not include claims made by <i>the Contractor</i> in writing prior to such application in accordance with the provisions of the <i>Contract Documents</i> and delivered to the <i>Contract Administrator</i> prior to date of Substantial Performance and still unsettled.</p>
	.2		<p>GC 18.9.2 is amended by deleting the last sentence and substituting the following:</p> <p>This waiver of claims shall include without limitation those claims that might arise from:</p> <ol style="list-style-type: none"> 1) the negligence or breach of <i>Contract</i> by the <i>Owner</i>, its employees, agents', or officials, or 2) the negligence or wrongful acts of the <i>Owner's</i> consultants or <i>Contract Administrator</i>, but does not include claims made by the. <i>Contractor</i> in writing prior to such application in accordance with the provisions of the <i>Contract Documents</i> and delivered to the <i>Contract Administrator</i> and still unsettled.
20.4	.2	Environmental Laws	<p>GC20.4 is amended by adding the following:</p> <p>20.4.2 The <i>Contractor</i> shall indemnify the <i>Owner</i> for any costs, fines, expenses and penalties that the <i>Owner</i> is required to pay on account of the <i>Contractor</i> performing the <i>Work</i> in breach of any applicable Federal or Provincial or municipal environmental laws, regulations, or orders.</p>

21	.2		<p>Delete GC 21.2.1 and replace with the following As part of the Work the Contractor shall, to the extent reasonably possible, perform on behalf of the Owner the obligations which the Owner must undertake as "Prime Contractor" by virtue of the Workers' Compensation Act and Regulations, or other statutes.</p> <p>The Contractor shall have a safety program acceptable to the Workers' Compensation Board and shall ensure that all Workers' Compensation Board safety rules and regulations are observed during performance of this contract, not only by the Contractor but by all sub-contractors, workers, material personnel and others engaged in the performance of this contract.</p> <p>The Contractor shall indemnify the RMOW and hold harmless the RMOW from all manner of claims, demand, costs, losses, penalties and proceedings arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this contract, or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board."</p>
24	.1	Required Insurance	<p>In addition to the MMCD insurance requirements, the Contractor shall also comply with the following requirements of the RMOW, 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 RMOW, 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.</p> <p>The limits of liability for Personal Injury and Property Damage combined shall be for not less than \$5,000,000 each occurrence.</p> <p>The RMOW and McElhanney Consulting Services Ltd. shall be added as additional named insured under the Comprehensive General Liability.</p> <p>A Cross Liability Clause shall be made part of the Comprehensive General Liability Insurance.</p> <p>All policies shall provide that they cannot be cancelled, lapsed, or materially changed without at least thirty (30) days notice to the RMOW by Registered Mail.</p> <p>Prior to the commencement of any work hereunder, the Contractor shall file with the RMOW a certificate of insurance for each policy required.</p> <p>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</p>

			<p>maintained for twelve (12) months from date of final acceptance.</p> <p>Should the <i>Contractor</i> neglect to obtain and/or maintain insurance as aforesaid, or deliver such policy or policies to the RMOW, then it shall be lawful for the RMOW to obtain and/or maintain such insurance and the <i>Contractor</i> hereby appoints the RMOW his true and lawful attorney to do all things necessary for this purpose. All monies expended by the RMOW for insurance premiums under the provisions of this clause shall be charged to the <i>Contractor</i>.”</p>
25.1	.2	Correction of Defects	<p>Add to Clause:</p> <p>“Where in the opinion of the <i>Owner</i>, delay would cause serious loss or damage, repairs may be made without notice being sent to the <i>Contractor</i> and all expenses incurred will be charged to the <i>Contractor</i>.”</p>
	.3		<p>GC25. 1.3 is deleted and the following substituted: 25.1.3 The <i>Owner</i> shall provide the <i>Contractor</i> with access, at all reasonable times, to the location of any defect or deficiency described in this GC to enable the <i>Contractor</i> to correct the defect or deficiency but the <i>Contractor</i> shall be responsible for</p> <ol style="list-style-type: none"> 1) exposure of the defect or deficiency in order to correct or repair the defect, deficiency, 2) the restoration of the <i>Work</i> or other property that is disturbed or damaged in the course of <ol style="list-style-type: none"> (i) exposing the defect or deficiency, or (ii) correcting or repairing the defect or deficiency, and 3) all risks associated with any activity described in paragraphs (1) and (2).
26.1	.1	Partial Use	<p>GC26. 1. 1 is amended by deleting “on written approval of the <i>Contract Administrator</i>” and substituting “with prior written notice to the <i>Contract Administrator</i>”.</p>

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 REQUIREMENT

01 33 01S Project Record Documents
01 54 00S General Requirements
01 55 00S Traffic Control, Vehicle Access and Parking
01 57 01S Environmental Protection

DIVISION 26 – ELECTRICAL

26 56 01S Roadway Lighting

DIVISION 31 – EARTHWORKS

31 23 01S Excavating, Trenching and Backfilling

DIVISION 32 – ROADS AND SITE IMPROVEMENTS

32 93 01S Planting of Trees, Shrubs and Ground Covers

DIVISION 33 – UTILITIES

33 42 13S Pipe Culverts
33 44 01S Manholes and Catchbasins

1.7 **Recording Actual
Site Conditions**

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

The Contractor will keep one set of drawings on-site that will be marked up in red ink identifying all work completed and any changes made during the construction. This copy will be turned over to the Contract Administrator within 5 days of 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

- | | | | |
|------------|--|-----|---|
| 1.0 | Master Municipal Construction Documents | .1S | 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 Edition 2009) as identified in the Instructions to Tender article 2.2. |
| 2.0 | Format and Numbering System | .1S | 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 | .1S | Payment for survey layout should any be required shall be considered incidental to the work performed and no additional payment will be made to the Contractor. |
| | | .2S | All monuments, iron pins, iron plugs 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. |
| 7.0 | Materials Testing | .1S | The Contractor will perform Quality Control inspections at the Contractors discretion to ensure that the requirements of the Contract are being met. |

8.0	Interfering Services	.1	.1S	<p>The Contractor shall, at his own expense, provide for the uninterrupted flow of all watercourses, sewers, drains, and any other utility encountered during the work.</p>
			.2S	<p>When other utility structures are encountered, the Contractor shall support them to the satisfaction of the Contract Administrator so as to protect them from damage. The Contractor shall, at his 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, crosswalk as a result of this operation.</p>
			.3S	<p>It is the Contractor's responsibility wherever necessary to determine 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 at his own expense regardless of method utilized (including hydrovac) shall make explorations and excavations for such purposes.</p>
			.4S	<p>Where gas mains and/or service lines exist near 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>
			.5S	<p>When existing poles conflict with the proposed works, the Contractor shall consult B.C. Hydro and Telus prior to commencing operations and advise the Contract Administrator with the works to be undertaken.</p> <p>Costs associated with guy wire and pole holding / support are incidental to the work.</p>
9.0	Coordination with Other Contractors/Construction Staging	.1S		<p>The Contractor will be responsible for all coordination with any utility providers.</p>

10.0	Environmental Protection and Construction Mitigation Plan	.1S	<p>The Contractor is advised that he is responsible for all 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.</p> <p>Refer to Section 01 57 01S Environmental Protection for further information. If there are any discrepancies between this section and Section 01 57 01S, then 01 57 01S will govern.</p>
11.0	Disposal Site	.1S	<p>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.</p> <p>If materials are disposed of within the Resort Municipality of Whistler, it must be an approved site.</p>
12.0	Permits from Outside Agencies	.1S	<p>The Contractor is responsible to obtain and pay for all permits required from outside agencies.</p>
13.0	Temporary Drainage Facilities	.1S	<p>All required temporary drainage facilities, measures for control of ground water during construction and restoration of temporary drainage ditches after construction shall be considered as incidental to work being performed under this Contract and no separate payment will be made for this work.</p>
14.0	Foreign Utility Adjustments	.1S	<p>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.</p>
15.0	Site offices	.1S	<p>A Contract Administrator's temporary office will not be required for this project.</p>

END OF SECTION

1.0	General	.3S	<p><i>(delete 1.0.3 and replace with)</i></p> <p>“Unless alternative arrangements satisfactory to those adversely affected have been made by the Contractor, pedestrian and vehicular access to affected properties shall be maintained at all times.</p>
1.2	Temporary Access Roads	.1S	<p><i>(delete 1.2.1 and replace with)</i></p> <p>"Do not close any lanes of road or highway without approval of the Owner. Before re-routing traffic erect suitable signs and devices as approved by the Contract Administrator. Provide sufficient cold mix to ensure a smooth riding surface during work."</p>
1.4	Traffic Control	.1S	<p><i>(add 1.4.1s as follows)</i></p> <p>The Contractor is responsible for all temporary traffic control on the streets within this Contract. The Contractor will meet all the standards and conditions of the Resort Municipality of Whistler for Work on Roadways.</p> <p>The Municipality will not control or direct the traffic control activities of the Contractor but may require an immediate stop to any work where, in the Contract Administrator’s opinion, the provided traffic control does not meet the requirements of the Agreement.</p> <p>The Contractor will prepare and submit a written Traffic Management Plan to the RMOW a minimum of ten (10) working days prior to commencement of any work affecting traffic. The Contractor will update and resubmit that plan for review and approval as necessary for acceptance by the Municipality and the Ministry (as applicable).</p>
		.3S	<p><i>(delete 1.4.3 and replace with)</i></p> <p>"Supply and erect sign, delineators, barricades and miscellaneous warning devices as specified in the Ministry of Transportation and Highways publication 'Traffic Control Manual for Work on Roadways'."</p>

.10 .1S *(delete 1.4.10.1 and replace pre-amble with)*

“ Provide flag persons, who have written proof of having received Traffic Control Persons Training approved by the Workers Compensation Board and who are properly equipped for the following situations:...”

END OF SECTION

- 1.2 Temporary Erosion and Sediment Controls .1S ***(delete 1.2.1.1 and replace with)***
- Drainage, Erosion and Sediment Control*
- “Properly drain all portions of the site. Protect the site and the watercourses to which it drains, directly or indirectly, against erosion and siltation in accordance with the Sediment Control Plan approved by the Owner during construction and until the maintenance period is completed. Ensure no silt, gravel, debris or other deleterious substance resulting from construction activity discharges into existing drainage systems or watercourses or onto highways or adjacent property. The Contractor is responsible for all damage that may be caused by water backing up or flowing over, through, from or along any part of the work or otherwise resulting from his operations.
- “Keep existing culverts, drains, ditches and watercourses affected by the work clear of excavated material at all times. When it is necessary to remove or alter an existing drainage structure, provide suitable alternative measures for handling the drainage. Adequately support culverts and drainpipes across trenches to prevent displacement and interference with the proper flow of water due to trench settlement.
- “Sweep streets, and clean catch basins, manhole sumps, detention tanks, and maintain siltation controls as often as the Contract Administrator deems necessary.
- “Follow all Federal and Provincial regulations and guidelines respecting protection of fish, fish habitat, and watercourses.
- “The Contract Administrator is responsible for monitoring ongoing compliance with this section.”
- 1.4 Environmental Protection .3 ***(add clause 1.4.3.5S as follows)***
- Immediately contain and clean up any leaks and spills of prohibited materials on the job site.
- (add clause 1.4.3.6S as follows)***
- Ensure that a well-stocked spill kit is on-site at all times and that the Contractor’s employees are familiar with appropriate spill response techniques.

(add clause 1.4.3.7S as follows)

Immediately notify the Contract Administrator and the Director of any leaks or spills of prohibited materials that occur on the job site.

(add clause 1.4.3.8S as follows)

Ensure that any fuel stored on-site is located at least 15 metres from the nearest stream, and is placed within a bermed and lined area, in order to prevent leaks or spills into the environment

(add clause 1.4.3.9S as follows)

Ensure that no equipment fueling or servicing is conducted within 15 metres of a stream.”

**1.9S Archaeological /
 Historical Resources**

(add 1.9s as follows)

Immediately cease work and inform the Contract Administrator and the Director, if any archaeological or historical resources are encountered during construction. Leave these resources in-place and do not disturb them in any way.”

END OF SECTION

1.9 **Measurements and Payment .3** *(add clause 1.9.2.3S as follows)*

Lump sum price(s) include all permits, fees, electrical inspection, testing, excavation and disposal off site, bedding, conduit, string, import backfill, compaction, testing and all other labour, equipment and materials required to complete the work.

END OF SECTION

1.9 Measurements and Payment .3 (add clause 1.9.3S as follows)

Payment for tree pockets and shrub beds will be at the lump sum price shown in the schedule of quantities and prices. The lump sum price includes all excavation and disposal off-site to depths and locations shown on the contract drawings and as directed by the contract administrator.

END OF SECTION

1.5 Measurements and Payment .7 (*add clause 1.5.7S as follows*)

Payment for tie-ins to existing pipe culvert system includes all labour, equipment and materials required to complete the work.

END OF SECTION

1.5 Measurements and Payment .7 (add clause 1.5.7S as follows)

Payment for stormceptor STC-2000 includes manhole base, risers, lid, slab, covers and all components required to complete the manholes. The lump sum price also includes excavation and disposal off-site, bedding, dewatering, shoring, imported backfill, compaction and all other labour, materials and equipment required to complete the work.

3.5 Catchbasin Installation .4 (add clause 3.5.4.1S as follows)

Catchbasins rim elevations to be installed at top of base gravel.

END OF SECTION