



TOWN OF OLIVER
INVITATION TO TENDER
for
WATERMAIN RELINING TO RESERVOIR PHASE 1
OLIVER-24-WATER-01

[JAN,2024]

Watermain Relining to Reservoir Phase 1

MASTER MUNICIPAL CONSTRUCTION DOCUMENTS (MMCD 2019 Edition)

Date of Issue: January 16, 2024

Owner: Town of Oliver
Oliver, BC

Contract Administrator:

Kelly Mercer, ASCT
Oliver, BC V0H 1T0
kmerc@oliver.ca

**WATERMAIN RELINING TO RESERVOIR PHASE 1
MASTER MUNICIPAL CONSTRUCTION DOCUMENT**

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The Master Municipal Construction Documents, 2019 Edition, shall apply to this Contract and it is the responsibility of the tenderer to obtain the document.

Tenderers Initials_____

INSTRUCTIONS TO TENDERERS PART I

INSTRUCTIONS TO TENDERERS PART I

(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: Town of Oliver
(NAME OF OWNER)

Contract: Watermain Relining to Reservoir Phase 1
(TITLE OF CONTRACT)

Reference No. Oliver-24-Water-01
(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*:

- Cleaning of Existing Watermain
- CCTV of Cleaned Watermain
- Relining 4mm of aliphatic isocyanate based polyurea liner
- CCTV of relined watermain
- Service reinstatements as required

(BRIEF DESCRIPTION OF THE WORK)

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

Kelly Mercer, ASCT, Contract Administrator

(NAME AND POSITION OF INDIVIDUAL WHO WILL ANSWER INQUIRIES)

Address: Town of Oliver

5971 Sawmill Road

Oliver, BC V0H 1T0

Phone: 250 - 485 - 6216

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 and must be obtained by the tenderer/*Contractor*. These documents include the publication entitled "Master Municipal Construction Documents, 2019 Edition". Refer to Schedule 1 of the Form of Agreement for a complete list of *Contract Documents*. All sections of these publications are by reference included in the *Contract Documents*.
- 2.3. Any additional information made available to tenderers prior to the *Tender Closing Time* by the *Owner* or representative of the *Owner*, such as geotechnical reports or as-built plans, which is not expressly included in Schedule 1 or Schedule 2 to the Agreement, is not included in the *Contract Documents*. Such additional information is made available only for the assistance of tenderers who must make their own judgment about its reliability, accuracy, completeness, and relevance to the *Contract*, and neither the *Owner* nor any representative of the *Owner* gives any guarantee or representation that the additional information is reliable, accurate, complete or relevant.

3.0 Submission of Tenders

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

Kelly Mercer

on or before:

Tender Closing Time: 01 : 30 , PM local time
Tender Closing Date: January 31th , 2024

at

Address: Town of Oliver
6150 Main Street
Oliver, BC V0H 1T0

EMAIL: kmercerc@oliver.ca

TEL: 250-485-6216

- 3.2. Only tender amendments will be accepted by email. Late tenders will not be accepted or considered and will be returned unopened. A public opening will follow shortly after the *Tender Closing Time*.

INSTRUCTIONS TO TENDERERS PART I

4.0 Additional Instructions to Tenderers

4.1. **General**

Questions will be accepted up to 54 hours prior to the closing date and time. Answers will be provided up to 48 hours prior to the closing time.

4.2. **Compensation**

Tenderers are advised that, except as expressly and specifically permitted in these instructions to the Tenderer, no Tenderer shall have any claim for any compensation of any kind whatsoever, as a result of participating in the tender, and by submitting a bid, each Tenderer shall be deemed to have agreed that it has no claim.

4.3. **Your attention is drawn to:**

- the Agreement, Article 7 - General, paragraph 7.1, which identifies the *Contractor* as the Principal Contractor for this project; and
- the Supplementary Conditions and Measurement for Payment Clauses which contain additional instructions which are not contained in this section but are instrumental to this contract.

4.4. **Force Account Rates**

Tenderers must provide a list of force account rates for all *Contractor* owned major equipment. Force account rates shall not exceed rates in the Equipment Rental Rate Guide, published by the B.C. Road Builders & Heavy Construction Association. Equipment rental rates must include all operator costs and shall be listed in and attached as Appendix 6 of the Form of Tender.

4.5. **Construction Schedule**

The *Construction Schedule* is required to be submitted by the *Contractor* in accordance with GC 4.6, and shall include sufficient detail for the *Contract Administrator* to accurately monitor construction progress.

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

The substantial completion date for this project is **April 1st, 2024**.

4.6. **Existing Site Surface Features**

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

4.7. **Incidental Items**

This *Contract* is intended to include all *Works* necessary to complete the project scope. Any items that are incidental to the project scope, as shown on the *Drawings* or described in the *Contract Documents*, are to be included in the various unit prices on the Form of Tender.

INSTRUCTIONS TO TENDERERS PART I

4.8. **Deficiencies**

Following the request of a deficiency inspection, a list of deficiencies will be produced. The list of deficiencies shall be resolved before final inspection and *Total Performance*. All deficiencies must be completed prior to the *Contractor* requesting final inspection and *Total Performance*. The *Contractor* will be responsible for Town of Oliver time and disbursements for all additional site visits required to resolve remaining deficiencies after the final inspection.

4.9. **Property Access**

Unless otherwise approved by the Contract Administrator, the Contractor shall keep access to all properties open at all times. The Contractor shall provide a property owner at least 48 hours notice where the Contractor has requested an access be closed and the Contract Administrator has agreed that it is not possible to provide continuous access.

4.10. **Water Shutdowns**

Request permission for water shutdowns and inactivation of hydrants at anytime shall be given to the Town of Oliver, 48 hours prior to shutdown. Supply from hydrants may be used for water testing purposes following permission from the Town of Oliver.

4.11. **Construction Staging & Stockpile Areas**

The Contractor is responsible for the sourcing of staging areas around the project area for stockpiling material and storing equipment.

4.12. **Alternate Water Service Locations**

The location of individual curb stops is to be discussed with the engineer and property owner if significant damage to landscaping will result in the work. The contractor is advised that not all service locations may be noted on the drawing and the contractor will be required to confirm all service locations.

4.13. **Hydrant Permit**

The Town of Oliver will provide meter and backflow prevention for a rental fee and water consumption fee, no contractor equipment is to be used.

FORM OF TENDER

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

Owner: **Town of Oliver**

(NAME OF OWNER)

Contract: **Watermain Relining to Reservoir Phase 1**

(TITLE OF CONTRACT)

Reference No. **Oliver-24-Water-01**

(OWNER'S CONTRACT REFERENCE NO)

To Owner:

**WE, THE
UNDERSIGNED:**

- 1.1. have received and carefully reviewed all the *Contract Documents*, including the Instructions to Tenderers, the 2019 Edition of the "Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings" and the following Addenda:

(ADDENDA, IF ANY)

**ACCORDINGLY,
WE HEREBY
OFFER**

- 1.2. have full knowledge of the Place of the *Work*, and the *Work* required; and
- 1.3. have complied with the Instructions to Tenderers; and
- 2.1. 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 **April 1st, 2024.**
- 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.

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

WE AGREE:

- 5.1. that this tender will be irrevocable and open for acceptance by the *Owner* for a period of **30** calendar days from the day following the *Tender Closing Date and Time*, even if the tender of another tenderer is accepted by the *Owner*.

FORM OF TENDER

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 7 Days of receipt of the written *Notice of Award* deliver to the *Owner*:
 - a baseline *Construction Schedule*, as provided by GC 4.6.1;
 - a "clearance letter" indicating that the tenderer is in Worksafe BC compliance; and
 - a copy of the insurance policies as specified in the Supplementary General Conditions of this *Contract*, Town of Oliver as an additional insured to their commercial general liability policy. In addition, the *Contractor* must hold a minimum of \$5 million liability;
 - a signed copy of the Prime Contractor Acceptance Agreement as shown in Schedule A
 - a letter from the Contractor's Insurance provider confirming that the insurance meets or exceeds the insurance coverage as specified in GC 24.
- 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.

OUR ADDRESS IS
AS FOLLOWS:

Phone: _____
Fax: _____
Email: _____
Attention: _____

This Tender is executed this ___ day of ____, ____.

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

**APPENDIX 1
SCHEDULE OF QUANTITIES AND UNIT RATES**

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

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

		Schedule of Quantities and Unit Prices			
Section	Specification Title	Unit	Quantity	Unit Price	Amount
01 General Requirements					
01 59 00.00	Mobilization & Demobilization	Lump Sum	1.0		
				SUBTOTAL	
33 Utilities					
Waterworks					
33 11 01	The cost of cleaning, CCTV after cleaning, application of a 4mm watermain liner meeting NSF/ANSI 61 of an aliphatic isocyanate based polyurea liner, CCTV after watermain is relined, reinstatement of services as required, a detailed lining report of the relined sections incorporated as a unit rates				
33 11 01.01 1.8.1a, 1.8.12	Watermain Polyurea 400 mm diameter relining at a thickness of 4mm	LM	295		
33 11 01.02 1.8.1a, 1.8.12	Watermain Polyurea 350 mm diameter relining at a thickness of 4mm	LM	385		
33 11 01.03 1.8.1a, 1.8.12	Watermain Polyurea 300 mm diameter relining at a thickness of 4mm	LM	330		
				SUBTOTAL	
Summary					
01	General Requirements			SUBTOTAL	
33	Utilities			SUBTOTAL	
				GST (5%)	
TOTAL UPGRADES COST					

**APPENDIX 2
PRELIMINARY CONSTRUCTION SCHEDULE**

**Town of Oliver
Watermain Relining to Reservoir Phase 1
Reference No: OLIVER-24-WATER-01**

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

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

MILESTONE DATES:

Start Date March 15th, 2024
Substantial Performance April 1st, 2024
Total Performance: May 1st, 2024

ACTIVITY	CONSTRUCTION SCHEDULE							
	1	2	3	4	5	6	7	8
Watermain Relining 400								
Watermain Relining 350								
Watermain Relining 300								

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

APPENDIX 3
EXPERIENCE OF SUPERINTENDENT

Town of Oliver
Watermain Relining to Reservoir Phase 1
Reference No: OLIVER-24-WATER-01

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

Name:

Experience:

Dates:

Project Name:

Responsibility:

References:

Dates:

Project Name:

Responsibility:

References:

APPENDIX 4
COMPARABLE *WORK* EXPERIENCE

Town of Oliver
Watermain Relining to Reservoir Phase 1
Reference No: OLIVER-24-WATER-01

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 () _____		

APPENDIX 5
SUBCONTRACTORS

Town of Oliver
Watermain Relining to Reservoir Phase 1
Reference No: OLIVER-24-WATER-01

See paragraph 5.3.5 of the Instructions to Tenderers – Part II

TENDER ITEM	TRADE	SUBCONTRACTOR NAME	PHONE NUMBER

APPENDIX 6
SCHEDULE OF HOURLY RATES FOR LABOUR & EQUIPMENT

Town of Oliver
Watermain Relining to Reservoir Phase 1
Reference No: OLIVER-24-WATER-01

See Instructions to Tenderers – Part II

This schedule shall be completed by the tenderer for all labour and equipment rates likely to be employed for this *Contract*. These rates will be used if *Work* is required which is not covered by a unit price or lump sum item. The rates shown will include all *Taxes* and overhead costs, and will be the rates used for *Extra Work* or Force Account purposes. Tenderers shall note that hourly rates for equipment shall be equal to the latest Provincial Blue Book Equipment Rental Rate Guide.

OCCUPATION	HOURLY RATE

EQUIPMENT DESCRIPTION	HOURLY RATE INCLUDING OPERATOR

Tenderers Initials _____

Form of Agreement

BETWEEN *OWNER* AND *CONTRACTOR*

This agreement made in duplicate this

_____ day of _____, 2024.

Contract: **Watermain Relining to Reservoir Phase 1**
Reference No. **OLIVER-24-WATER-01**

BETWEEN:

The **Town of Oliver**
(the "*Owner*")

AND:

(NAME AND OFFICE ADDRESS OF CONTRACTOR)

(the "*Contractor*")

The *Owner* and the *Contractor* agree as follows:

- | | | | |
|------------|--|-----|---|
| 1.0 | 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 Notice to Proceed. 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 Substantial Performance of the <i>Work</i> on or before April 1st, 2024 , and Total Performance of the <i>Work</i> on or before May 1st, 2024 subject to the provisions of the <i>Contract Documents</i> for adjustments to the <i>Contract Time</i> . |

UNIT PRICE
CONTRACT

FORM OF AGREEMENT

2.0	Contract Documents	2.1	The “ <i>Contract Documents</i> ” 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 <i>Contract Documents</i> . All of the <i>Contract Documents</i> shall constitute the entire <i>Contract</i> between the <i>Owner</i> and the <i>Contractor</i> .
		2.2	The <i>Contract</i> supersedes all prior negotiations, representations or agreements, whether written or oral, and the <i>Contract</i> may be amended only in strict accordance with the provisions of the <i>Contract Documents</i> .
3.0	Contract Price	3.1	The price for the <i>Work</i> (“ <i>Contract Price</i> ”) shall be the sum in Canadian dollars of the following: <ul style="list-style-type: none">3.1.1 the product of the actual quantities of the items of <i>Work</i> listed in the <i>Schedule of Quantities and Prices</i> which are incorporated into or made necessary by the <i>Work</i> and the unit prices listed in the <i>Schedule of Quantities and Prices</i>; plus3.1.2 all lump sums, if any, as listed in the <i>Schedule of Quantities and Prices</i>, for items relating to or incorporated into the <i>Work</i>; plus3.1.3 any adjustments, including any payments owing on account of <i>Changes</i> and agreed to <i>Extra Work</i>, approved in accordance with the provisions of the <i>Contract Documents</i>.
		3.2	The <i>Contract Price</i> shall be the entire compensation owing to the <i>Contractor</i> for the <i>Work</i> 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 <i>Work</i> .
4.0	Payment	4.1	Subject to applicable legislation and the provisions of the <i>Contract Documents</i> , the <i>Owner</i> shall make payments to the <i>Contractor</i> .
		4.2	If the <i>Owner</i> fails to make payments to the <i>Contractor</i> as they become due in accordance with the terms of the <i>Contract Documents</i> 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.
5.0	Rights and Remedies	5.1	The duties and obligations imposed by the <i>Contract Documents</i> 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 <i>Contract Documents</i> , no action or failure to act by the <i>Owner</i> , <i>Contract Administrator</i> or <i>Contractor</i> shall constitute a waiver of any of the parties’ rights or duties afforded under the <i>Contract</i> , nor shall any such action or failure to act constitute an approval of or acquiescence in any breach under the <i>Contract</i> .

UNIT PRICE
CONTRACT

FORM OF AGREEMENT

6.0 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, email, or by fax, or by pre-paid registered mail to the addresses as set out below:

The *Owner*:

Town of Oliver

Phone: _____

Attention: Kelly Mercer (kmerc@oliver.ca)

The *Contractor*:

Fax: _____

Attention: _____

The *Contract Administrator*:

Kelly Mercer, ASCT

Fax: _____

Attention: Kelly Mercer (email: kmerc@oliver.ca)

- 6.2 A communication or notice that is addressed as above shall be considered to have been received
- 6.2.1 immediately upon delivery, if delivered by hand; or
 - 6.2.2 immediately upon transmission if sent by fax and received in hard copy; or
 - 6.2.3 after 5 Days from date of posting if sent by registered mail.

- 7.0 General**
- 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.
 - 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 endure 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:

Corporation of the Town of Oliver

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

SCHEDULE 1 SCHEDULE OF CONTRACT DOCUMENTS

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

NOTE: The documents noted with “*” are contained in the “Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings”, 2019 Edition. All sections of this publication are included in the Contract Documents.

- 8.1. Agreement, including all Schedules;
- 8.2. Supplementary General Conditions;
- 8.3. General Conditions*;
- 8.4. Supplementary Specifications;
- 8.5. Specifications*;
- 8.6. Supplementary Standard Detail Drawings
- 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. Prime Contractor’s Acceptance Agreement
- 8.11. Town of Oliver –Subdivision and Development Servicing Standards.
- 8.12. The following Addenda:

SCHEDULE 2 LIST OF CONTRACT DRAWINGS

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

<u>Watermain Relining to Reservoir Phase 1 DRAWING LIST</u>	Drawing #	Drawn Date	Revision	IFC Date
Watermain Relining 1	SK01	12/15/2023		
Watermain Relining 2	SK02	12/15/2023		
Watermain Relining 3	sK03	12/15/2023		

Supplementary General Conditions

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

1.0 Definitions

1.76 Variance Threshold Percentage

SGC 1.76.1 – Delete GC 1.76.1 and add the following:

The Town does not guarantee any minimum quantities for the work.

9.0 Valuation of Changes and Extra Work

9.4 Quantity Variations

SGC 9.4.1 to 9.4.6 – Delete GC 9.4.1 to 9.4.6 and add the following:

The Town does not guarantee any minimum quantities for the work.

18.0 Payment

18.2 Supporting Documentation

SGC 18.2.3 – Add the following:

18.2.3 If requested by the Contract Administrator, the contractor shall provide as-built survey data supporting their payment claim.

24.0 Insurance

24.1 Required Insurance

SGC 24.1.1 – Delete GC 24.1.1 and replaced with the following:

Contractor will at the *Contractor's* expense, carry with an insurance company or companies and under policies of insurance acceptable to and approved by *Owner* the following insurance with limits not less than shown in the respective items:

- a) Automotive Liability Insurance (Owned and Non-Owned Units)
Limits: Bodily Injury, Death and Property Damage – inclusive each accident \$5,000,000

The *Contractor* shall, at the *Contractor's* expense, throughout the term of the Contract, maintain such insurance as required under the Insurance (Motor Vehicle) Act of British Columbia. The *Contractor* shall

Supplementary General Conditions

provide the *Owner* with a Certificate of Insurance, I.C.B.C. form No. APV 47, for owned, rented or leased vehicle as evidence of third party motor vehicle insurance coverage.

- b) Comprehensive General Bodily Injury, Death and Property Damage Liability Insurance
Limits: Bodily Injury, Death and Property Damage – inclusive each accident \$5,000,000

The Insurance shall include *Contractor's* Contingent Liability, and Contingent Liability of sufficient scope to include the liability assumed by the *Contractor* under the terms of this *Contract*, and Completed Operations Liability. The policy shall include the *Owner's*, the *Contract Administrator* as additional insured's with a cross liability clause. Any property damage deductible shall be for the account of the *Contractor* and shall not exceed \$2,500.00 for any one occurrence.

- c) Course of Construction Builders' Risk Insurance.
- d) Coverage on an "All Risks" basis in the amount of not less than the amount of the *Contract Price*; subject to a deductible provision for the *Contractor's* account not exceeding \$2,500.00 each loss. Coverage to include the *Owner's* as an additional insured.
- e) Insurance on Contractor supplied Equipment, Equipment rented, leased or owned by the Contractor to its full insurable value.

SGC 24.1.7 – Add the following:

- 24.1.7 In the event that that *Contractor* does not maintain in force the insurance coverage required above, the *Owner* may obtain and pay for such coverage and deduct such payment from any amounts from time to time owing to the *Contractor* by the *Owner*.

SGC 24.1.8 – Add the following:

- 24.1.8 The *Contractor* shall indemnify and save harmless the *Owner* and their consultants against any and all losses, claims, demand, suits, actions, recoveries and judgments of every nature and description brought against or suffered by the *Contractor* and/or the *Owner* and Consultant by reason of any act or omission or alleged act or omission of the Contractor, its agents, employees or Subcontractor in the performance of the Contractor's obligations hereunder. Notwithstanding the foregoing, the Contractor shall have no duty of the indemnification to the extent that the loss or claim was caused by the sole negligence of the Owner or the Consultant or their employees.

SGC 24.1.9 – Add the following:

- 24.1.9 The *Contractor* shall indemnify the *Owner* and the *Consultant* from and against all claims of lien that may be made or filed against property of the owner or a third party by reason of an act of omission of the *Contractor* and shall immediately cause any such liens to be discharged at the *Contractor's* expense.

SGC 24.1.10 – Add the following:

- 24.1.10 The *Contractor* shall take sole responsibility for resolving any claims of nuisance or damage to property that is caused by the relining works.

Supplementary General Conditions

The *Owner* shall not be responsible for repairing and/or replacing any damage to property caused by the *relining works* or for compensating a property owner for any loss caused by the *Contractor*, nor will the *Owner* be responsible to contracting, or transacting with, the owner of said property.

The *Contractor* shall, at his own expense, be responsible for the repair of any damage caused to the *Contractor's* equipment while providing services to the *Owner*. Any reference to "property" includes property owned by the *Owner*.

SGC 24.1.11 – Add the following:

24.1.11 The Town of Oliver, shall be added as an additional named insured.

Supplementary Specifications & Special Provisions

Section 33 11 01 Waterworks

SGC 33.11.01 – Delete 1.8.1 and replaced with the following:

1.8.1 Measurement and Payment for watermain and service connection, add the following:

- a Payment for watermain and service connection will include relining an average thickness of 4mm of aliphatic isocyanate based polyurea liner to all sections of the watermain identified in the contract drawing. Additionally, mobilization, demobilization, cleaning, CCTV after cleaning, application of a 4mm watermain liner meeting NSF/ANSI 61 of an aliphatic isocyanate based polyurea liner, CCTV after watermain is relined, reinstatement of services as required, a detailed lining report of the relined sections incorporated as a unit rates.

Supplementary Specifications Measurement and Payment

This section provides "Measurement for Payment" clauses for items not addressed in the MMCD specifications or provides revised/amended clauses for items included in MMCD.

Note that any minor items not listed in the Form of Tender but typical for this type of work, such as but not limited to utility locates, exploratory digging, protection of utilities, temporary construction fencing, disposal of waste trenching materials, adjustment of existing surface features or appurtenances, public relations, miscellaneous fittings, connections or removals shall be considered incidental to the work and no separate payment will be made.

Mobilization and Demobilization (Section 01 59 00 SS) Payment for the mobilization and demobilization of the Contractor will be made at the Lump Sum Price for this Work. Fifty percent (50%) of this price will be paid after the Contractor's equipment and materials are present on the site and the Contractor's labour and equipment are working on a full-time basis. The remaining fifty- percent (50%) will be paid on the final payment certificate after the Work is complete. The total amount this item will not exceed ten (5) percent of the total value of the project.

Schedule A

Prime Contractor Acceptance Agreement

Watermain Relining to Reservoir Phase 1 OLIVER-24-WATER-01

It is agreed:

Between: **Town of Oliver**

(The Owner)

And:

(The Prime Contractor)

That _____ shall be designated as the Prime Contractor for the purpose of health and safety of the construction site for the OLIVER-24-WATER-01 project and shall assume the responsibilities of the worksite(s) health and safety requirements as set out in the WCB Act 118 and OHSR 3. & 20. Furthermore, the Prime Contractor shall be responsible for any and all damages or claims for injuries or accidents done or caused by him, or by any of his operations, or by his employees, or from any failure, neglect or omission on his part, or on the part of his employees, and covenants and agrees to hold the Town of Oliver. harmless and indemnified from and against all such damages and claims for damages.

By its Authorized Signatories:

Prime Contractor

Date

Owner

Date