

# **MASTER MUNICIPAL CONSTRUCTION DOCUMENTS**

## **PLATINUM EDITION**

### **UNIT PRICE CONTRACT**

**DISTRICT OF INVERMERE**

**TARTE STREET TRAIL**

0953.0179.01



# MASTER MUNICIPAL CONSTRUCTION DOCUMENTS

## Platinum Edition

### CONTENTS

The complete **Master Municipal Construction Documents** consist of the following parts:

1. **Project Specific Documents** (contained within this document and the *Contract Drawings*)
  - Invitation to Tenderers
  - Instructions to Tenderers, Part I
  - Form of Tender
    - Appendix 1 – *Schedule of Quantities and Prices*
    - Appendix 2 – *Preliminary Construction Schedule*
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  - Form of Agreement
    - Schedule 1 – Schedule of *Contract Documents*
    - Schedule 2 – List of *Contract Drawings*
  - Supplementary General Conditions
  - Supplementary Specifications
  - *Contract Drawings*
2. **Standard Complete Master Municipal Construction Documents – Platinum Edition** Not Contained Herein (available in the "MMCD Platinum Edition – Volume II")
  - Instructions to Tenderers, Part II
  - General Conditions
  - Schedules and Diagrams
    - Schedule 17.5.3 – Letter Agreement with *Referee*
    - Flow Chart – Changes and *Extra Work*
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  - Standard Detail Drawing

**Owner:** District of Invermere

**Contract:** Tarte Street Trail

**Reference No.:** 0953.0179.01

**The Owner invites tenders  
for:**

Pathway Construction:

- Clearing and grubbing existing vegetation
- Removal and Disposal of existing gravels and topsoil
- Asphalt pathway construction
- Tie-ins to existing pathways
- Hydroseeding
- Culvert Installation

The District of Invermere will provide the pathway alignment onsite.

**Contract Documents may be  
viewed and obtained:**

Merx On-line **ONLY** on or after August 13, 2025.

This Tender is being issued electronically through the MERX website [www.merx.com/urban](http://www.merx.com/urban). All addenda, amendments or further information will be published on the MERX website. It is the sole responsibility of the Tenderer to monitor the website regularly to check for updates.

**Tenders are scheduled to  
close:**

***Tender Closing Time:*** 2:00:00 PM Local Time

***Tender Closing Date:*** August 28, 2025

at

**Address:** Urban Systems Ltd.  
101, 134 11th Avenue SE  
Calgary, AB T2G 0X5

**Fax:** 1-866-902-8344

**Attention:** Sara Anderson

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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:** District of Invermere

**Contract:** Tarte Street Trail

**Reference No.:** 0953.0179.01

- 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:  
Pathway Construction:
- Clearing and grubbing existing vegetation
  - Removal and Disposal of existing gravels and topsoil
  - Asphalt pathway construction
  - Tie-ins to existing pathways
  - Hydroseeding
  - Culvert Installation
- The District of Invermere will provide the pathway alignment onsite.
- 1.2 Direct all inquiries regarding the *Contract*, to:  
Urban Systems Ltd.  
Sara Anderson, *Contract Administrator*  
Address: Urban Systems Ltd.  
101, 134 11th Avenue SE  
Calgary, AB T2G 0X5  
Email: [sanderson@urbansystems.ca](mailto:sanderson@urbansystems.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 of 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 may be submitted via email to [sanderson@urbansystems.ca](mailto:sanderson@urbansystems.ca) clearly indicating the Contract Title and Reference No in the Subject Line. All submissions must be received on or before:*

***Tender Closing Time: 2:00:00 PM Local Time***

***Tender Closing Date: August 28, 2025***

*at*

***Address:*** 101, 134 11th Avenue SE  
Calgary, AB T2G 0X5

***Attention:*** Sara Anderson

***Email:*** [sanderson@urbansystems.ca](mailto:sanderson@urbansystems.ca)

- 3.2 Late tenders will not be accepted or considered.
- 3.3 Emails should be confirmed by phone and/or by requesting a delivery and/or read receipt. Urban Systems will endeavor to read electronic attachments (Tenders) after the Closing Date and Time. Urban Systems cannot guarantee that electronic attachments sent by the Tenderer have been received without error. Urban Systems cannot guarantee the security of the electronic attachments, Tenders, or emails and by submitting the Tenderer accepts all liability for lost or insecure data. PDF is the preferred submission format. Note that the maximum file size to receive is 10 Mb. If sending large electronic attachments, Tenderers should phone to confirm receipt. Tenderers bear all risk that the equipment functions properly so that Urban Systems receives the Tender on time and free of error.

**4.0 Additional Instructions to Tenderers**

- 4.1 Tenderers must obtain their own copy of the correct edition of the MMCD, Volume II, which includes Instructions to Tenderers – Part II, General Conditions, Specifications and Standard Detail Drawings. The address is:

Support Services Unlimited  
#102- 211 Columbia Street  
Vancouver, BC V6A 2R5  
Phone: (604) 681-0295  
Fax: (604) 681-4545

- 4.2 Delete Instructions to Tenderers Part II – IT Section 12.1 and replace with the following:

12.1 A tenderer may amend, including by making any addition to, or any deletion from, or any substitution of a portion of, a tender in whole or in part or revoke a tender by giving written notice submitted in a sealed envelope marked on the outside with the *Contract Title* and Reference No. to the office referred to in paragraph 3.1 of the Instructions to Tenderers - Part 1 or via email to [sanderson@urbansystems.ca](mailto:sanderson@urbansystems.ca) at any time up until the Tender Closing Date and Time. An amendment or revocation that is received after the Tender Closing Date and Time shall not be considered and shall not affect a tender as submitted.

- 4.3 Delete Instructions to Tenderers – Part II Sections 17.1 through and replace with the following:

17.1 If the *Schedule of Quantities and Prices* includes any tender prices for *Optional Work*, as defined in GC 1.48, then tenders must complete all the unit prices for such *Optional Work*. Such tender prices shall not include any general overhead costs, or other costs, or profit, not directly related to the *Optional Work*. Tenderers are directed to GC 9.4.2.

- 4.4 Contract documents, contract drawings and any reference material for this project will only be distributed electronically in digital format (PDF) through the MERX tendering website at [www.merx.com/urban](http://www.merx.com/urban) under the “Agencies, Crown & Private Corporations” tab. All addenda, amendments or further information will be published on the MERX website. It is the sole responsibility of the Tenderer to monitor the website regularly to check for updates.

- 4.5 The lowest or any tender may not necessarily be accepted.

- 4.6 All documents and correspondence related to these Instructions should be in English.

Additional information made available to tenderes pursuant to IT 2.3: (to be listed below)

- N/A
- 4.7 Upon delivery to the *Owner*, all tenders (and all their contents) become the property of the *Owner* and will not be returned to the tenderers except as the *Owner*, in its sole and absolute discretion, may determine. Tenderers should be aware that the *Owner* is a “public body” defined by and subject to the Freedom of Information and Protection of Privacy Act (British Columbia). Subject to such Act and the Instructions, the *Owner* will endeavour to keep all tenders (and their contents) confidential.
- 4.8 Each tenderer, by submitting a tender, irrevocably:
- a) Agrees that it will not bring any claim, action, demand, suit or cause of action, whether arising in contract, tort (including negligence) or otherwise (a “Claim”) against the *Owner* or any of its employees, directors, officers, advisors, or representatives for any costs, damages or other compensation for any Claim or matter relating directly or indirectly to this tender (including, without limitation, in the event that the *Owner* rejects or disqualifies or for any other reason fails to accept a tender, accepts a non-compliant tender or otherwise breaches the terms of this tender or any duties arising from this tender); and
  - b) Waives any Claim against the *Owner* or any of its employees, advisors or representatives for any compensation of whatsoever nature or kind including, without limitation, for loss of anticipated profits, indirect, incidental or consequential damages or losses if no contract is entered into for the Work between the tenderer and the *Owner* for any reason whatsoever, including, without limitation, in the event that the *Owner* rejects or disqualifies or for any other reason fails to accept a tender, accepts a non-compliant tender or otherwise breaches the terms of this tender or any duties arising from this tender.
- 4.9 Tenderers are encouraged to submit inquiries at an early date to permit consideration by the *Owner*.
- 4.10 The *Owner* reserves the right to reject any or all tenders or to accept any tender should it be deemed in the interest of the *Owner* to do so.
- 4.11 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*.
- 4.12 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.
- 4.13 In no event shall the *Owner* be liable for the tenderer’s costs of preparing a tender.



- 4.14 The award of this *Contract* is subject to the availability of sufficient funds to complete the *Work*.
- 4.15 The award of this *Contract* is subject to the availability of suitable tenure at the *Place of the Work* for the *Work* to be undertaken.
- 4.16 Delete Instructions to Tenderers – Part II Section 15.1 and replace with the following:
- 15.1 The *Owner* reserves the full right, in its sole discretion and according to its own judgement of its best interest to,:
- 15.1.1 reject any or all tenders;
- 15.1.2 waive any defect or deficiency in a tender which does not materially affect the tender or the *Tender Price* relative to other tenders and accept that tender;
- 15.1.3 accept any tender, including an *Alternative Tender* which, in accordance with paragraph 6.3 of these Instruction to Tenderers – Part II, the *Owner* may accept.
- 15.1.4 The *Owner* reserves the right to remove any of the Areas from the scope of the tender for any reason following the tender closing.

In exercising its discretion, the *Owner* will have regard to the information provided by the tenderer in the Appendices to the Form of Tender as described under IT 5.3, and may also have regard to any information obtained by the *Owner* in evaluating such tender information, any information obtained by the *Owner* from any other person, firm or corporation relating to their previous experience with the tenderer, as well as the *Owner's* previous relevant experience, if any, with the tenderer.

In exercising this discretion, the *Owner* may consider, but is not limited to, the following criteria in addition to the *Tender Price*.

- a) the proven experience of the tenderer, and any listed subcontractors to do the *Work*;
- b) the tenderer's ability to complete the *Work* within the *Preliminary Construction Schedule* including timeliness in completing deficiency works;
- c) the tenderer's ability to work effectively with the *Owner*, its consultants and representatives, and the public;
- d) the tenderer's ability to manage and do the work effectively using the named superintendent and submitted contractors and subcontractors;

- e) the tenderer's history on other projects including with respect to quality of work, changes in the work, force account work, cooperation with the Owner, and the contract administration costs of the *Owner*. Tenderers to provide sufficient and recent examples and references;
- 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;
- g) the tenderer's financial capability;
- h) the tender's workload capacity in relation to other major projects now being undertaken by the tenderer;
- i) the proposal that will provide the greatest value to the *Owner*, as determined in the sole discretion of the *Owner*."

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END OF SECTION

**Owner:** District of Invermere

**Contract:** Tarte Street Trail

**Reference No.:** 0953.0179.01

**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:

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(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.

**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*;

2.2 to achieve *Substantial Performance* of the *Work* on or before October 10, 2025; 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.

**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;

**WE AGREE:** 5.1 that this tender will be irrevocable and open for acceptance by the Owner for a period of forty-five (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 15 *Days* of receipt of the written *Notice of Award* deliver to the *Owner*:

- .1 a *Baseline Construction Schedule*, as provided by GC 4.6.1;
- .2 a "clearance letter" indicating that the tenderer is in Worksafe BC compliance; and
- .3 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 two (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*,

6.1.3 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.

**OUR ADDRESS IS AS  
FOLLOWS:**

\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(PHONE NUMBER)

\_\_\_\_\_  
(EMAIL)

\_\_\_\_\_  
(ATTENTION TO)

This Tender is executed this

\_\_\_\_\_ day of \_\_\_\_\_  
(DAY) (MONTH) (YEAR)

*Contractor:*

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

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

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

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

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

District of Invermere  
Tarte Street Trail

Schedule of Quantities and Prices

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

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

Item	Section	Brief Description See MMCD Master Municipal Specifications and Supplementary Specifications for Additional Details and Descriptions	Unit	Est. Qty.	Unit Price	Amount
Division 31 - Earthwork						
31 11 01 - Clearing and Grubbing						
	1.4.1	Clearing and Grubbing	m <sup>2</sup>	1300		
	1.4.2	Isolated Tree Clearing and Disposal (Optional)	ea	4		
31 24 13 - Roadway Excavation, Embankment and Compaction						
	SS 1.8.5	Remove and Disposal of Existing Gravels, Topsoil and Unsuitable Material	m <sup>3</sup>	300		
	1.8.9	Subgrade Preparation	m <sup>2</sup>	1000		
31 32 19 - Geosynthetics						
	1.6.1	Root Barrier - Polyspun 300 or Equivalent	m <sup>2</sup>	1000		
Division 32 – Roads and Site Improvements						
32 11 23 - Granular Base						
	SS 1.4.2	Granular Base (25 mm minus) 150 mm Thickness	m <sup>2</sup>	1000		
32 12 16 - Hot-Mix Asphalt Concrete Paving						
	SS 1.5.1, SS 1.5.3.4	Asphalt Pavement - 50 mm thickness	m <sup>2</sup>	1000		
32 92 19 - Hydraulic Seeding						
	1.8.1	HydroSeeding	m <sup>2</sup>	300		
32 42 13 - Pipe Culverts						
	1.5.1, 1.5.2	300mm CSP Culvert	m	5		
Tender Price						
5% GST						
Tender Price with GST						

## District of Invermere

## Tarte Street Trail

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:***

**Substantial Performance Date:** October 10, 2025

[illegible]

**District of Invermere**

**Tarte Street Trail**

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

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

**Experience**

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_



## District of Invermere

## Tarte Street Trail

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

[illegible]

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

[illegible]

BETWEEN OWNER AND CONTRACTOR

This agreement made in duplicate this

\_\_\_\_\_ day of \_\_\_\_\_  
(DAY) (MONTH) (YEAR)

**Contract:** Tarte Street Trail

**Reference No.:** 0953.0179.01

BETWEEN District of Invermere

914 8th Avenue

Invermere, BC V0A 1K0

(NAME AND OFFICE ADDRESS OF OWNER)

("the Owner")

AND

\_\_\_\_\_  
(NAME AND OFFICE ADDRESS OF CONTRACTOR)

("the Contractor")

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

- |                  |  |     |  |
|------------------|--|-----|--|
| <b>Article 1</b> | <b>The Work Start / Completion Dates</b> | 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 <i>Construction Schedules</i> as required by the <i>Contract Documents</i> and will achieve <i>Substantial Performance</i> of the <i>Work</i> on or before October 10, 2025 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> .  |
| <b>Article 2</b> | <b>Contract Documents</b>                | 2.1 | The " <i>Contract Documents</i> " consist of the documents listed or referred to in Schedule 1, entitled "Schedule of <i>Contract Documents</i> ", 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 *Contract* supersedes all prior negotiations, representations or agreements, whether written or oral, and the *Contract* may be amended only in strict accordance with the provisions of the *Contract Documents*.
- Article 3 Contract Price**
- 3.1 The price for the *Work* ("*Contract Price*") shall be the sum in Canadian dollars of the following:
- 3.1.1 the product of the actual quantities of the items of *Work* listed in the *Schedule of Quantities and Prices* which are incorporated into or made necessary by the *Work* and the unit prices listed in the *Schedule of Quantities and Prices*; plus
- 3.1.2 all lump sums, if any, as listed in the *Schedule of Quantities and Prices*, for items relating to or incorporated into the *Work*; plus
- 3.1.3 any adjustments, including any payments owing on account of Changes and agreed to *Extra Work*, approved in accordance with the provisions of the *Contract Documents*.
- 3.2 The *Contract Price* shall be the entire compensation owing to the *Contractor* for the *Work* and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the *Work*.
- Article 4 Payment**
- 4.1 Subject to applicable legislation and the provisions of the *Contract Documents*, the *Owner* shall make payments to the *Contractor*.
- 4.2 If the *Owner* fails to make payments to the *Contractor* as they become due in accordance with the terms of the *Contract Documents* then interest calculated at 2% per annum over the prime commercial lending rate of the Royal Bank of Canada on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.
- Article 5 Rights and Remedies**
- 5.1 The duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 5.2 Except as specifically set out in the *Contract Documents*, no action or failure to act by the *Owner*, *Contract Administrator* or *Contractor* shall constitute a waiver of any of the parties' rights or duties afforded under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach under the *Contract*.

**Article 6 Notices**

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

The Owner:

District of Invermere  
(NAME OF OWNER)

914 8th Avenue  
(ADDRESS)

Invermere, BC V0A 1K0  
(ADDRESS)

[planning@invermere.net](mailto:planning@invermere.net)  
(EMAIL)

Rory Hromandyk  
(ATTENTION)

The Contractor:

\_\_\_\_\_  
(NAME OF CONTRACTOR)

\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(EMAIL)

\_\_\_\_\_  
(ATTENTION)

The Contract Administrator:

Urban Systems Ltd.  
(NAME OF CONTRACT ADMINISTRATOR'S COMPANY)

101, 134 11th Avenue SE  
(ADDRESS)

[sanderson@urbansystems.ca](mailto:sanderson@urbansystems.ca)  
(EMAIL)

Sara Anderson, Contract Administrator  
(ATTENTION)

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 email; or

6.2.3 after five (5) Days from date of posting if sent by registered mail.

**Article 7    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 email assumes all risk that the email is received.
- 7.1    This *Contract* shall be construed according to the laws of British Columbia.
- 7.2    This *Contract* may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. It shall not be necessary that any single counterpart hereof be executed by all parties so long as at least one counterpart is executed by each party.
- 7.3    This *Contract* may be digitally signed via a reputable commercial digital signature provider, on the conditions that the signer has sole access to the signer's account with such provider and that an electronic copy of the digitally-certified signed *Contract* is provided to all of the parties. Delivery of a signed copy of this *Contract* by facsimile or electronically reproduced transmission shall be effective as delivery of an originally-executed copy of this *Contract* and any such copy so delivered shall be deemed to be an originally-executed copy for all intents and purposes.
- 7.4    The *Contractor* shall not, without the express written consent of the *Owner*, assign this *Contract*, or any portion of this *Contract*.
- 7.5    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*.
- 7.6    A word in the *Contract Documents* in the singular includes the plural and, in each case, vice versa.
- 7.7    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)

\_\_\_\_\_  
(FULL NAME OF AUTHORIZED SIGNATORY)

*Owner:*

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

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

\_\_\_\_\_  
(FULL NAME OF 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”, Platinum edition dated 2009. All sections of this publication are included in the *Contract Documents*.

- 1.1 Agreement, including all Schedules
- 1.2 Supplementary General Conditions
- 1.3 General Conditions\*
- 1.4 Supplementary Specifications
- 1.5 Specifications\*
- 1.6 Supplementary Detail Drawings
- 1.7 Standard Detail Drawings\*
- 1.8 Executed Form of Tender, including all Appendices
- 1.9 *Contract Drawings* listed in Schedule 2 to the Agreement – “List of *Contract Drawings*”
- 1.10 Instructions to Tenderers - Part I
- 1.11 Instructions to Tenderers - Part II\*
- 1.12 The following Addenda:

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(ADDENDA, IF ANY)



**Schedule 2     List of *Contract Drawings***

<b>TITLE</b>	<b>DRAWING NO.</b>	<b>SHEET NO.</b>	<b>REVISION NO.</b>	<b>REVISION DATE</b>
Area I	1	13	3	2025-08-11

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## **SUPPLEMENTARY GENERAL CONDITIONS**

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## **Supplementary General Conditions**

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<b>SGC 13.1</b>	<b>Delay by Owner or Contract Administrator</b>
<b>SGC 13.3</b>	<b>Unavoidable Delay</b>
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<b>SCHEDULE 17.5.3</b>	<b>Letter Agreement with <i>Referee</i></b>

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):

**SGC 1.21      *Contract Administrator* ‡**

Delete GC 1.21.1 and replace with the following:

“**Contract Administrator**” means the person appointed by the *Owner* and identified by the *Owner* in writing to the *Contractor*. The *Contract Administrator* may be an officer of the *Owner*, a direct employee of the *Owner*, an officer or employee of the consultant who designed the *Work* for the *Owner*, or an independent consultant.

**SGC 1.30      *Deleted Items* ‡**

Delete GC 1.30.1 “*Deleted Items*”

**SGC 2.2      *Interpretation***

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

(i)      Standard Detail *Drawings*

**SGC 3.4      *Inspection and Site Inspector* ‡**

Delete GC 3.4.5 and replace with the following:

.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.

**SGC 4.3      *Protection of Work, Property and the Public***

Add GC 4.3.3 as follows: ‡

.3      The *Contractor* shall at the *Contractor's* own cost, as part of the *Work*, provide all necessary safety devices and supervision at the *Place of the Work* so as to protect the public, including pedestrians and cyclists.

**SGC 4.6      *Construction Schedule***

Delete GC 4.6.2 and replace with the following: ‡

.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*.

Delete GC 4.6.6 and replace with the following: ‡

.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

**Note: ‡ Indicates amendment recommended by MMCD Board**

issue the *Notice to Proceed* within 45 Days of receipt of the documentation required from the *Contractor* under paragraph 5.1.1 of the Form of Tender. Failure by the *Owner* to issue the *Notice to Proceed* within the 45 Days shall entitle the *Contractor* to a claim for delay under GC 13.1.1.

Add SGC 4.6.8 as follows:

.8 In preparing and updating the *Baseline Construction Schedule*, the *Contractor* shall respect and adhere to the following project scheduling considerations and constraints:

1. The *Contractor* is permitted to *Work* between the hours indicated in the District of Invermere Bylaw.

**SGC 4.7      *Superintendent***

Delete GC 4.7.1 and replace with the following: ‡

.1 The *Contractor* shall employ a competent senior representative at the *Place of the Work* (the “*Superintendent*”) who shall have the responsibility to ensure that the *Work* is performed in compliance with the *Contract Documents*. Unless otherwise permitted in writing by the *Owner*, the *Superintendent* shall be the person whose experience was submitted in Appendix 3 of the Tender. The *Contractor* shall also employ necessary assistants for the *Superintendent* and the *Superintendent* and assistants shall be in attendance at the *Place of the Work* while *Work* is being performed.

**SGC 4.11      *Subcontractors***

Delete GC 4.11.2 and replace with the following: ‡

The *Contractor* shall employ only the Subcontractors listed in Appendix 5 of the Form of Tender, or others as approved in writing by the *Owner*, and shall not change or employ additional Subcontractors without the approval of the *Owner*, which approval shall not be unreasonably withheld.

**SGC 7.1      *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* 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*.

**SGC 9.2      *Valuation Method***

Delete GC 9.2.3 (1) and replace with the following: ‡

(1) shall be interpreted to include compensation on account of all related costs, including but not limited to all direct, indirect, “impact”, head office, overhead, and all other costs, and all markups and profits, even if the *Quotation* does not specifically mention such items; and

**SGC 9.4      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 *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.

Delete GC 9.4.2 (2) and replace with the following: ‡

- (2)      If there is an overrun in the estimated quantity, GC 9.4.3 (2) shall apply to the overrun.

**SGC 10.1      Force Account Costs**

Delete GC 10.1.1(4) and replace with the following: ‡

- (4)      *Force Account Work Performed* by a *Subcontractor* shall be paid for in the lesser 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.

**SGC 10.3      Submit Accurate Records**

Delete GC 10.3.2 and replace with the following: ‡

- .2      The *Contract Administrator* shall, within one *Day* of the receipt of a *Force Account* report:
- (1)      certify the information in the submitted *Force Account* report that the *Contract Administrator* accepts as correct; and
- (2)      reject in writing the information, if any, in the *submitted Force Account* report that the *Contract Administrator* does not accept as correct.

Add SGC 10.3.3, 10.3.4, and 10.3.5 as follows: ‡

- .3      Any information in a submitted *Force Account* report which the *Contract Administrator* fails to either certify or reject within the one *Day* period will be deemed to have been certified as accepted.
- .4      Any information in a submitted *Force Account* report that is rejected by the *Contract Administrator* and which remains disputed by the *Contractor* and the *Contract Administrator* will be resolved in accordance with GC 17.
- .5      The *Owner* shall not be liable to pay for any *Work* based on *Force Account* for which the daily *Force Account* reports were not prepared and submitted as set out in GC 10.3.1.

**SGC 12.2      Discovery of Hazardous Materials ‡**

Delete GC 12.2.2 and replace with the following:

**Note: ‡ Indicates amendment recommended by MMCD Board**

- .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).

**SGC 13.1 Delay by Owner or Contract Administrator**

Delete GC 13.1.1 (2) and replace with the following: ‡

- (2) reimbursement by the *Owner* for directly related out of pocket additional costs reasonably and necessarily incurred by the *Contractor* as a result of such delay, plus payment of a markup of 10% on such costs shall be allowed for overhead plus a further markup of 10% on the total of the foregoing shall be allowed for profit. No payment shall be owed for lost opportunity.

**SGC 13.3 Unavoidable Delay**

Delete GC 13.3.1 and replace with the following: ‡

- .1 If the *Contractor* is delayed in the performance of the *Work* by any cause that is beyond the reasonable control of the *Contractor*, *Owner* or *Contract Administrator*, including *Abnormal Weather*, labour disputes, strikes, lockouts (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound), fire, or unusual delay by common carriers, then, on written notice as required by GC 13.6, the *Contractor* shall be entitled to an extension of the *Contract Time*, but shall not be entitled to reimbursement of any costs. For certainty "common carrier" in this GC does not include an entity offering services to the public over wires or satellite systems.

**SGC 13.9 Liquidated Damages for Late Completion ‡**

Delete GC 13.9.1 and replace with the following:

- .1 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 \$1,000 per day or pro rata portion for each *Day* that actual *Substantial Performance* is achieved after the *Substantial Performance Milestone Date*; plus
- (2) all direct out-of-pocket costs, such as 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*.

**SGC 17.5      *Referee* ‡**

Delete GC 17.5.2 (2) and replace with the following:

- (2) if the parties have not agreed upon a *Referee* within 3 Days of a submission of names by one party to the other as provided by GC 17.5.2 (1), then either party may request in writing the Master Municipal Construction Documents Association to appoint the *Referee*. The Association will have the authority to appoint a *Referee* without further consultation with the parties and the parties shall accept the Association's appointment. If for any reason the Association fails to appoint a *Referee* within 5 Days of the written request then such failure shall be deemed to be an agreement between the parties to omit a review of that *Dispute* by a *Referee* and a party may at the end of the 5 Days request a *Settlement Meeting* and proceed with the remaining steps in the *Dispute* resolution process as described in this GC.

Delete GC 17.5.8 and replace with the following: ‡

- .8      The *Referee* shall render a brief and impartial decision in writing on the *Dispute*, with copies to both parties within 15 Days of the *Referee*'s appointment or such longer period as agreed to in writing by both parties. A value to the parties of the review is in having the *Referee* give a timely decision. The decision shall include consideration of the amount, if any, of an adjustment to the *Contract Time* and *Contract Price* that should be made arising out of the matters relating to the *Dispute*.

**SGC 18.2      *Supporting Documentation* ‡**

Delete GC 18.2.2 and replace with the following:

- .2      If requested in writing by the *Contract Administrator* the *Contractor* shall as a precondition to the issuance of the *Payment Certificate* provide a sworn declaration in a form acceptable to the *Contract Administrator*, that as of the date set out in the sworn declaration all amounts which have been incurred directly by the *Contractor* relating to the *Work* that are due and owing to third parties have been paid.

**SGC 18.4      *Holdbacks***

Delete GC 18.4.2 and replace with the following:

- .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 or defects are remedied. The items of defect or deficiency and the amounts of related holdbacks shall be listed separately on the *Payment Certificate*.

Add SGC 18.4.6 as follows:

- .6      At the time of *Substantial Performance* the *Contractor* is required to provide record drawing information that meets Section 01 33 01 – Project Record *Drawings*. Should the *Contractor* fail to provide the record drawing information, this will be taken to be a deficiency and the *Owner* may hold back \$10,000 from payments otherwise due to the *Contractor*. This holdback may be held until record drawing



information is submitted and approved by the *Contract Administrator*, and the conditions of SGC 18.4.2 are met.

**SGC 18.6      *Substantial Performance*<sup>‡</sup>**

Delete GC 18.6.3 (1) and replace with the following:

- (1)      a sworn declaration in a form in accordance with SGC 18.2.2; and;

**SGC 24.1      *Required Insurance***

Delete GC 24.1.1 (2) and replace with the following: <sup>‡</sup>

- (2)      Commercial General Bodily Injury and Property Damage liability Insurance

Limits: Bodily Injury and Property damage – inclusive \$2,000,000

The insurance shall include Completed Operations, *Contractor's* Contingent Liability and Contractual 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* and 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 \$10,000.00 for any one occurrence.

Delete GC 24.1.1 (3) and replace with the following: <sup>‡</sup>

- (3)      Course of Construction Builders' Risk Insurance  
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 \$10,000.00 each loss. Coverage to include the *Owner* as an additional insured.

Add GC 24.1.1 (5) as follows: <sup>‡</sup>

- (5)      Boiler and machinery Insurance in the joint names of the *Contractor*, and the *Owner*. The policy shall include as insured's all Subcontractors. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after *Substantial Performance*.

Delete GC 24.1.5 and replace with the following: <sup>‡</sup>

- .5      All policies referred to in this *GC* shall provide that thirty (30) days notice of cancellation will be given in writing to the Named Insured and the *Owner*, otherwise the policies to remain in full force and effect until the *Work* has been completed.

Notwithstanding the foregoing, the Commercial General Bodily 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 following Schedule 17.5.3 to Supplementary General Conditions:

**Schedule 17.5.3**

**Letter Agreement with *Referee***

(Name and Address of *Referee*)

*Contract:*

Reference No.

BETWEEN:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(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 GC 17.5 of the *Contract Documents*. The parties specifically confirm GC 17.5.5, GC 17.5.13 and GC 17.5.14.

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

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

\_\_\_\_\_  
Authorized Signatory of *Contractor*

\_\_\_\_\_  
Date

\_\_\_\_\_  
*Referee*

\_\_\_\_\_  
Date

\_\_\_\_\_  
END OF SUPPLEMENTARY GENERAL CONDITIONS

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## **SUPPLEMENTARY SPECIFICATIONS**

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**Supplementary Specifications**

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<b>SS 01 42 00</b>	<b>Reference Specifications</b>
<b>SS 01 55 00</b>	<b>Traffic Control, Vehicle Access and Parking</b>
<b>SS 01 57 01</b>	<b>Environmental Protection</b>
<b>SS 31 24 12</b>	<b>Roadway Excavation, Embankment, and Compaction</b>
<b>SS 32 11 23</b>	<b>Granular Base</b>
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<b>SS 32 17 23</b>	<b>Painted Pavement Markings</b>
<b>32 92 19</b>	<b>Hydraulic Seeding</b>
<b>SS 33 42 13</b>	<b>Pipe Culverts</b>

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):

Add the following item under the General Requirements:

**SS 01 59 01 Mobilization and Demobilization**

**1 Measurement and Payment**

1. Payment for all work performed under this Section will be incidental to payment for work described in other Sections.

**SS 01 33 01 Project Record Documents**

**1.7 Recording Actual Site Conditions**

Add Section 1.7.5:

- .5 At the time the contractor applies for Substantial Performance, provide the Contract Administrator with a clearly legible hand marked as-constructed set of Drawings. The record shall include:
  - .1 confirmation of all material sizes, types and classifications;
  - .2 location and elevation of all hard surface features at any change in alignment, change in grade, start point, end point and tie-in point;
  - .3 location and elevation of all utility features and structures at surface including but not limited to manholes, catch basins, valves and cleanouts.
  - .4 Locations, sizes and inverts of all existing services and utilities exposed during the course of the construction; and horizontal alignment of curbs, sidewalks and line painting that are constructed or reinstated.

A holdback of \$10,000 will be retained until successful completion of the work described under this section.

**SS 01 42 00 Reference Specifications**

**1.1 Nomenclature**

Delete reference 1.1.26 :‡

- .26 NAAPI North American Association of Pipeline Inspectors

**1.2 Referenced Specifications**

Delete Referenced Specifications 1.2.15.1, .2, .5, .10 and .11‡

Add Referenced Specification:‡

- 1.2.18.36 CSA A3000 Cementitious Materials Compendium

**SS 01 55 00 Traffic Control, Vehicle Access and Parking**

**1.0 General**

Add sections 1.0.6 and 1.0.7 as follows:

- .6 Provide weekly written notices of planned construction activities and schedule to all residents, businesses and/or affected parties within the project area.
- .7 Advise in writing all property owners affected by access and service disruptions and specific construction disturbance two days prior to commencing the Work.

**1.4 Traffic Control**

Delete section 1.4.10.3 and replace with the following: ‡

- .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.

Add sections 1.4.14 as follows:

- .16 The successful proponent will submit an updated traffic management plan to the Contract Administrator prior to the commencement of the work. Content of the plan shall include but not be limited to:
  - .1 Hours of work.
  - .2 Work zone size, location, and staging through the course of construction including configuration during excavation, backfill, temporary restoration and permanent pavement restoration.
  - .3 Access locations for equipment and materials to the work site.
  - .4 Traffic control layout including placement of traffic control devices and persons.
  - .5 At intersections:
    - .1 Lanes affected by the Work, resultant lane configurations including widths.
    - .2 Proposed closures or delays and any associated detours.

**SS 01 57 01 Environmental Protection**

**1.2 Temporary Erosion and Sedimentation Controls**

Delete section 1.2.2.2 and replace with the following: ‡

- .2 Do not operate construction equipment in watercourses.

**1.4 Environmental Protection**

Add section 1.4.4 and 1.4.5 as follows:



- .4 If construction activities are to be undertaken between April 15 and August 31 an active nest survey must be completed by a qualified professional. Survey to be in accordance with the protocol identified by the Canadian Wildlife service and must be completed prior to any construction activities including clearing and grubbing. Abide by the recommendations of that survey.
- .5 Best Management Practices:
- .1 Conduct vegetation clearing outside the bird nest window (April 15 to August 31) to avoid the disturbance of bird nests and to maintain compliance with federal regulations if at all possible. Vegetation clearing should be kept to a minimum and retain as much natural vegetation and course woody debris on and around the project site, as possible. If land clearing activities are to be undertaken during of the bird nest window, a qualified environmental professional should be on site prior to land clearing activities to conduct an active nest survey;
  - .2 Stockpile topsoil and re-use to encourage growth of native vegetation. Restrict the operation of heavy machinery to designated areas to minimize impact on surrounding area;
  - .3 Deleterious substances are not to be permitted to enter area wetlands or drainage ditches, and implement erosion controls such as silt fencing. No vehicles or machinery are to be operated within 15 m of the wetted perimeter of area wetlands; and
  - .4 Establish a staging area for re-fueling of equipment and machinery which should be located a minimum of 30 m away from area wetlands or drainage ditches. Ensure all equipment is clean, leak-free and in good operating condition. All machinery should be supplied with spill kits and operators should be knowledgeable in their use.

Delete section 1.6.1 and replace with the following:

Payment for all work performed under this Section will be incidental to payment for work described in other Sections.

## **SS 31 24 13 Roadway Excavation, Embankment and Compaction**

### **1.8 Measurement and Payment**

Delete section 1.8.5 and replace with the following:

- .5 Payment for common excavation includes excavation, removal, and disposal of existing gravels, topsoil, pavements, unsuitable material, pipes, conduits which are removed as part of the operation for common excavation, temporarily stockpiling, loading, hauling, and disposal of material at a suitable site located and paid for by the Contractor.

Measurement for common excavation is as follows:

- .1 The volume for common excavation will be measured in cubic meters calculated from cross sections taken by the Contract Administrator in areas of excavation at a maximum of 10m intervals. No additional compensation will be awarded for any excavation beyond the limits of the design grades as shown on the Contract Drawings.

### 3.5      **Compaction**

Delete section 3.5.2 and replace with the following:

- .2      Compact to a density of not less than 98% Standard Proctor Maximum Dry Density.

## **SS 32 11 23      Granular Base**

### 1.4      **Measurement and Payment**

Delete sections 1.4.1, 1.4.2, 1.4.3, and 1.4.4 and replace with the following:

- .1      Granular base shall be measured on a square meter basic to limits as defined by the *Contract Documents*. Square meter area shall be based on actual area placed at each specified thickness. Payment shall be full compensation for Granular Base as specified in the *Contract Documents* including supply and placement of Granular Base, grading to specified tolerance, compaction, moisture conditioning and proof rolling. No payment will be made for areas beyond limits of excavation as show on *Contract Drawings*.

Delete section 1.4.5 and replace with the following:

- .2      Payment for removal of unsuitable subgrade including disposal off-site prior to direct placement of granular base will be made under section 31 24 13 - Roadway Excavation, Embankment and Compaction.

### 3.3      **Compaction**

Delete section 3.3.2 and replace with the following:

- .2      Compact to a density of not less than 98% Standard Proctor Maximum Dry Density.

## **SS 32 12 16      Hot-Mix Asphalt Concrete Paving**

### 1.0      **General**

Delete section 1.0.1 and replace with the following: ‡

- .1      Section 32 12 16 refers to those portions of the work that are unique to the supply and placement of hot-mix asphalt (HMA) and warm-mix asphalt (WMA) concrete paving. This section must be referred to and interpreted simultaneously with all other sections pertinent to the works described herein.

Add section 1.0.2 as follows: ‡

- .2      WMA represents technologies which allow a reduction in the temperature at which asphalt mixtures are produced and placed. WMA technologies include those in which an additive is mixed with the asphalt cement or added to the mixture during production, and to plant foaming processes.

### 1.5      **Measurement and Payment**

Delete section 1.5.1 and replace with the following:

- .1 Payment for asphaltic concrete pathway paving includes supply and placing of the asphaltic concrete, compaction, and taped temporary pavement markings. Payment for joint preparation shall be made under section 1.5.7 below.

Measurement for asphaltic concrete pathway paving for the specified design mixes will be for the horizontal square meter area of the asphalt concrete for each thickness specified in the Schedule of Quantities for the areas actually incorporated into the work.

Delete section 1.5.2.2 and replace with the following:

- .2 if thickness is less than specified, Contract Administrator may calculate amount of asphaltic concrete deficiency and, for payment purpose, reduce the item amount in pro-rata accordingly.

Add section 1.5.2.3 as follows:

- .3 if thickness is greater than specified, Contract Administrator may accept the work, if the excess thickness is acceptable, with no additional payment for the excess thickness.

Add section 1.5.3.4 as follows:

- .4 Payment for asphaltic concrete sidewalks, drives, in-fill strips and specified permanent patching includes ties and "key-in" to existing edge of pavement, sidewalk, wheelchair ramps, driveways, and/or asphalt including saw cutting and removal of existing asphalt as shown on the Construction Drawings.

Delete section 1.5.7 and replace with the following

- .7 Payment for Asphalt Tie in (Sawcut, Mill, Overlay) includes all construction joint preparation, saw cutting of existing asphalt edge to remediate broken edges of existing asphalt, milling of edge, supply and placement of asphalt concrete, compaction in order to tie in asphalt pathway and/or curb and gutter to the existing pavement structure as shown on the construction drawings.

Measurement for Asphalt Tie in (Sawcut, Mill, Overlay) will be for the lineal meter distance measured along the edge of the existing asphalt that is tied into.

## **1.6 Inspection and Testing**

Add section 1.6.3 as follows:

- .3 Sampling and testing for thickness determination shall be in accordance with ASTM D2726-17. Core samples shall be trimmed prior to laboratory testing.

## **2.2 Mix Design**

Delete sections 2.2.1 and 2.2.2 and replace with the following: ‡

- .1 Submit job formula to Contract Administrator for review and approval. The mix design shall identify HMA or WMA. In addition to the regular information provided in the mix design the mix design for Warm Mix Asphalt shall include the following:

- .1 WMA technology and/or WMA additives information.

- .2 WMA technology manufacture's established recommendations for usage.
- .3 WMA technology manufacturer's established target rate for water and additives, the acceptable variation for production, and documentation showing the impact of excessive production variation.
- .4 Temperature range for mixing.
- .5 Temperature range for compacting.
- .6 Asphalt binder performance grade test data over the range of WMA additive percentages proposed for use.
- .2 Mix may contain up to 15% recycled asphalt cement replacement without changing binder grade. Design of mix to include RAP from proposed source blended with virgin aggregate.

Add sections 2.2.3.3.5 and 2.2.3.3.6 as follows: ‡

- .5 Percentage of RAP used shall be stated in the mix design report.
- .6 Minimum Tensile Strength Ratio (TSR): 80 for mix design with RAP content.

Add section 2.2.4 as follows: ‡

- .4 Modification of asphalt cement either using additives or by foaming shall be in accordance with the approved mix design of the WMA.

### **3.1 Plant and Mixing Requirements**

Add section 3.1.1.9.4 as follows: ‡

- .4 Use minimum 0.3% of anti-stripping agent, if Tensile Strength Ration (TSR) is less than 80%.

Delete section 3.1.4 and replace with the following: ‡

- .4 Mixing tolerances including variations resulting from adding RAP:
  - .1 Permissible variation in aggregate gradation from job mix (percent of total mass):
 

.1	4.75mm sieve and larger	5.5
.2	2.36mm sieve	4.5
.3	0.600mm sieve	3.5
.4	0.150mm sieve	2.5
.5	0.075mm sieve	1.5
  - .2 Permissible variation of asphalt cement from job mix, 0.3%
  - .3 Permissible variation of mix temperature at discharge from plant, 5°C.

**3.4 Transportation of Mix**

Delete section 3.4.5 and replace with the following: ‡

- .5 Deliver loads continuously in covered vehicles and immediately spread and compact. Deliver and place mixes at temperature within specified range under the approved mix design.

**END OF SUPPLEMENTARY SPECIFICATIONS**

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## **CONTRACT DRAWINGS**

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