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Supplementary Specification Disclaimer

This set of Supplementary Specifications is provided as the MMCD method of continual and collective improvement of the Document Set. These changes have been reviewed by the members of the MMCD for their applicability and relevance to the Documents, Specifications, and/or Standard Drawings and have been deemed important to the Documents to correct either errors or omissions since the release of the Documents.

Supplementary Specification Usage

Usage of Supplementary Specifications must be explicitly stated in order to be applicable - there is no inclusionary implication simply by their release by the MMCD. Users of the MMCD are encouraged to review each Supplementary Specification for applicability in their contract environment and apply necessary processes to incorporate them into their Tender preparation activities.

In order for a Supplementary Specification to be applicable for a Tender, it must be identified explicitly in the Schedule of Contract Documents – Schedule 1 of the Form of Agreement.

Supplementary Numbering Protocol

While the Supplementary Specifications, General Conditions, and Drawings are released as a set, this is done more out of convenience and to reduce administrative overhead. As such, each individual Supplementary item (specification, General Condition, or Drawing) included in this document is uniquely identified to permit users the opportunity to selectively include individual Supplementary items without including this Supplementary document in its entirety.

If, following requisite review processes, all items in this document are applicable to the user's Tender and Contract process, it is possible to include all items by the collection identifier; i.e. "MMCD Supplemental Update 2010-03-25" would include all items in this document.

If, however, only one of the items was determined to be applicable to the user's Tender and Contract process, a particular item (or group of items) can be included by the individual item reference; i.e. "GC 2.2.4(i)S - 2010-001 (2010-03-25)" would represent the change to GC 2.2.4(i) included in this document.

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| Supplementary Specification: | Concordance Update | | |
| Affected Document(s) | Volume II | Change Type | Omission |
| Section: | Concordance and Index | Reference: | |
| Change Summary | | | |
| Currently | <missing> | | |
| Should Be | Gold Edition Specification 02100 is now in the User Guide at Section 2 – 4.2.4.4 | | |
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| Supplementary Specification: | GC 2.2.4(i)S - 2010-001 (2010-03-25) | | |
| Affected Document(s) | Volume II | Change Type | Correction |
| Section: | General Conditions | Reference: | GC 2.2.4(i) |
| Change Summary | Spelling correction. | | |
| Currently | (i) Sandard Detail Drawings | | |
| Should Be | (i) Standard Detail Drawings | | |
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| Supplementary Specification: | GC 4.6.2S - 2010-002 (2010-03-25) | | |
| Affected Document(s) | Volume II | Change Type | Correction |
| Section: | General Conditions | Reference: | GC 4.6.2 |
| Change Summary | Grammar correction. | | |
| Currently | 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 Dates or the Contract Time as provided by the Contract Documents, including without limitation a 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. | | |
| Should Be | 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 Dates 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. | | |

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| Supplementary Specification: | GC 4.6.6S - 2010-004 (2010-03-25) | | |
| Affected Document(s) | Volume II | Change Type | Correction |
| Section: | General Conditions | Reference: | GC 4.6.6 |
| Change Summary | The use of 14 days is inconsistent with the Specification's use of Days. The duration change (from 14 to 10) was made due to the specific reference to business days. Change from 14 days to 10 Days | | |
| Currently | The time for the performance of the Work shall commence on the date specified in the Notice to Proceed, or if not so specified, on the date the Notice to Proceed is issued. Subject to a contrary provision in the Contract Documents, the Owner shall issue the Notice to Proceed within 14 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 14 days shall entitle the Contractor to a claim for delay under GC 13.1.1. | | |
| Should Be | The time for the performance of the Work shall commence on the date specified in the Notice to Proceed, or if not so specified, on the date the Notice to Proceed is issued. Subject to a contrary provision in the Contract Documents, the Owner shall issue the Notice to Proceed within 10 Days of receipt of the documentation required from the Contractor under paragraph 5.1.1 of the Form of Tender. Failure by the Owner to issue the Notice to Proceed within the 10 Days shall entitle the Contractor to a claim for delay under GC 13.1.1. | | |
| Supplementary Specification: | GC 9.4S - 2010-005 (2010-03-25) | | |
| Affected Document(s) | Volume II | Change Type | Correction |
| Section: | General Conditions | Reference: | GC 9.4 |
| Change Summary | Change from (a) and (b) to .1 and .2 respectively to correct reference. | | |
| Currently | If for any reason, including an addition or deletion under GC 7.1.1.a) or GC 7.1.1.b) 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. | | |
| Should Be | 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 | | |

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| | 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. | | |
| Supplementary Specification: | GC 12.2.2S - 2010-006 (2010-03-25) | | |
| Affected Document(s) | Volume II | Change Type | Correction |
| Section: | General Conditions | Reference: | GC 12.2.2 |
| Change Summary | Change from (a) to .1 to correct reference. | | |
| Currently | 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(a). | | |
| Should Be | 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. | | |
| Supplementary Specification: | GC 13.9.1S - 2010-007 (2010-03-25) | | |
| Affected Document(s) | Volume II | Change Type | Correction |
| Section: | General Conditions | Reference: | GC 13.9.1 |
| Change Summary | Incorrect reference | | |
| Currently | If the monies owing to the Contractor are less than the total amount owing by the Contractor to the Owner under (a) and (b) 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. | | |
| Should Be | 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. | | |

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| Supplementary Specification: | GC 24.1.5S - 2010-008 (2010-03-25) | | |
| Affected Document(s) | Volume II | Change Type | Correction |
| Section: | General Conditions | Reference: | GC 24.1.5 |
| Change Summary | Incorrect reference and spelling correction. | | |
| Currently | All policies referred to in this GC shall provide that thirty (30) days notice of cancellation will be given in writing to each insured, including the Owner, otherwise the policies to remain in full force and effect until the Work has been completed. Notwithstanding the foregoing, the Comprehensive General Bodily Injury and Property Damage Liability Insurance referred to in GC 24.1.1.b) 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 onths following Total Performance. | | |
| Should Be | All policies referred to in this GC shall provide that thirty (30) days notice of cancellation will be given in writing to each insured, including the Owner, otherwise the policies to remain in full force and effect until the Work has been completed. Notwithstanding the foregoing, the Comprehensive General Bodily 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. | | |
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| Supplementary Specification: | 01 55 00 - 1.4.10.3S - 2010-009 (2010-03-25) | | |
| Affected Document(s) | Volume II | Change Type | Correction |
| Section: | 01 55 00 | Reference: | 1.4.10.3 |
| Change Summary | Incomplete sentence. | | |
| Currently | When workmen or equipment are employed on travelled way over brow of hills, around sharp curves or at other locations where oncom | | |
| Should Be | 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. | | |
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| Supplementary Specification: | 01 57 01 - 1.2.2.2S - 2010-010 (2010-03-25) | | |
| Affected Document(s) | Volume II | Change Type | Omission |
| Section: | 01 57 01 | Reference: | 1.2.2.2 |
| Change Summary | Incomplete sentence. | | |
| Currently | Do not operate construction equipment in | | |
| Should Be | Do not operate construction equipment in watercourses. | | |
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| Supplementary Specification: | Schedule 17.5.3S - 2010-003 (2010-03-25) | | |
| Affected Document(s) | Volume II | Change Type | Omission |
| Section: | General Conditions | Reference: | Schedule 17.5.3 |
| Change Summary | | | |
| Currently | <missing> | | |
| Should Be | Added to General Conditions. See next pages for content of Schedule 17.5.3. | | |
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Schedule 17.5.3

Letter Agreement with Referee

(Name and Address of *Referee*)

Contract.

(TITLE OF CONTRACT)

Reference No.

(OWNER'S CONTRACT REFERENCE NO.)

BETWEEN:

The

(NAME OF OWNER)

(the "*Owner*")

AND:

(NAME AND OFFICE ADDRESS OF CONTRACTOR)

(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,

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| | | |
| Authorized Signatory of <i>Owner</i> | | Date |

| | | |
|---|--|------|
| | | |
| Authorized Signatory of <i>Contractor</i> | | Date |

| | | |
|----------------|--|------|
| | | |
| <i>Referee</i> | | Date |