

Purpose of a Supplemental Update

This Supplemental Update contains amendments to MMCD documents to correct errors and omissions that have been brought to the attention of the MMCD Association. The amendments have been prepared by the MMCD Association in the same manner and in the same spirit as the other MMCD documents, and the amendments are subject to the general disclaimer that applies to all MMCD documents.

Incorporation of an Amendment that is in a Supplemental Update

Before any amendment in a Supplemental Update will be included in a Tender or a Contract Document, it must be explicitly incorporated by express reference in Schedule 1 - Schedule of Contract Documents to the Form of Agreement.

When properly incorporated by reference each incorporated amendment is deemed to form part of the Contract Documents as a Supplementary General Condition, Supplementary Specification or Supplementary Detail Drawing, as appropriate.

Users can elect to adopt all, some or none of the amendments in any Supplemental Update. An entire Supplemental Update can be incorporated by referencing, for example: "MMCD Supplemental Update 2012-05-30". An individual amendment within a Supplemental Update can be incorporated by referencing its unique identification number, for example: "GC 13.9.1(1)S - 2012-001 (2012-05-30)".

Supplemental Update No.:	General Conditions – 18.2.2 – 2013-01 (2013-06-18)		
Affected Document(s):	Volume II	Change Type:	Correction
Section:	General Conditions	Reference:	18.2.2
Change Summary:	Update to wording surrounding payment		
Currently:	If requested in writing by the <i>Contract Administrator</i> the <i>Contractor</i> shall as a precondition to the issuance of the <i>Payment Certificate</i> provide a sworn declaration in a form acceptable to the <i>Contract Administrator</i> that all amounts relating to the <i>Work</i> , due and owing as of the end of the month covered by the <i>Payment Certificate</i> to third parties including all subcontractors and suppliers, have been paid.		
Should Be:	If requested in writing by the <i>Contract Administrator</i> the <i>Contractor</i> shall as a precondition to the issuance of the <i>Payment Certificate</i> provide a sworn declaration in a form set out in Schedule 18.2.2 to these GC's or such other form as the <i>Contractor</i> may request and the <i>Contract Administrator</i> may accept, that as of the date set out in the sworn declaration all amounts which have been incurred directly by the <i>Contractor</i> relating to the <i>Work</i> that are due and owing to third parties have been paid.		

Supplemental Update No.:	General Conditions – 18.6.3 (1) – 2013-02 (2013-06-18)		
Affected Document(s):	Volume II	Change Type:	Correction
Section:	General Conditions	Reference:	18.6.3 (1)
Change Summary:	Wording update referring to 18.2.2		
Currently:	(1) a sworn declaration in a form acceptable to the <i>Contract Administrator</i> that all amounts relating to the <i>Work</i> , due and owing as of the end of the month covered by the <i>Payment Certificate</i> to third parties including all subcontractors and suppliers, have been paid.; and		
Should Be:	(1) a sworn declaration in a form in accordance with GC 18.2.2; and;		

Supplemental Update No.:	General Conditions – 24.1 (2) – 2013-04 (2013-06-13)		
Affected Document(s)	Volume II	Change Type	Correction
Section:	Required Insurance	Reference:	24.1.1.2
Change Summary	Wording Change and increase in property damage loss fee		
Currently	(2) Comprehensive General Bodily Injury and Property Damage Liability Insurance		
Should Be	(2) Commercial General Bodily Injury and Property Damage Liability Insurance		

Supplemental Update No.:	General Conditions – 24.1 (2) – 2013-05 (2013-06-13)		
Affected Document(s)	Volume II	Change Type	Revision
Section:	Required Insurance	Reference:	24.1.1.2
Change Summary	Increase in Property Damage Deductible		
Currently	The insurance shall include <i>Contractor's</i> Contingent Liability, and Contractual Liability of sufficient scope to include the liability assumed by the <i>Contractor</i> under the terms of this <i>Contract</i> , and Completed Operations Liability. The policy shall include the <i>Owner</i> , and the <i>Contract Administrator</i> as additional insured's with a cross liability clause. Any property damage deductible shall be for the account of the <i>Contractor</i> and shall not exceed \$2,500.00 for any one occurrence		
Should Be	The insurance shall include <i>Contractor's</i> Contingent Liability, and Contractual Liability of sufficient scope to include the liability assumed by the <i>Contractor</i> under the terms of this <i>Contract</i> , and Completed Operations Liability. The policy shall include the <i>Owner</i> , and the <i>Contract Administrator</i> as additional insured's with a cross liability clause. Any property damage deductible shall be for the account of the <i>Contractor</i> and shall not exceed \$10,000.00 for any one occurrence		

Supplemental Update No.:	General Conditions – 24.1 (5) – 2013-06 (2013-06-13)		
Affected Document(s)	Volume II	Change Type	Addition
Section:	Required Insurance	Reference:	24.1.1 (5)
Change Summary	Addition to GC – Boiler and Machinery Insurance		
Currently	Nothing		
Should Be	(5) Boiler and machinery Insurance in the joint names of the <i>Contractor</i> , and the <i>Owner</i> . The policy shall include as insured’s all <i>Subcontractors</i> . The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy <i>and until 10 calendar days after Substantial Performance</i>		

Supplemental Update No.:	General Conditions – 24.1.5 – 2013-07 (2013-06-13)		
Affected Document(s)	Volume II	Change Type	Correction
Section:	Required Insurance	Reference:	24.1.5
Change Summary	Wording Change and GC reference update		
Currently	24.1.5 All policies referred to in this GC shall provide that thirty (30) days notice of cancellation will be given in writing to each insured, including the <i>Owner</i> , otherwise the policies to remain in full force and effect until the <i>Work</i> 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 <i>Work</i> for a period of not less than twelve (12) months following <i>Total Performance</i> , and with respect to completed operations coverage for a period of not less than 24 months following <i>Total Performance</i> .		
Should Be	24.1.5 All policies referred to in this GC shall provide that thirty (30) days notice of cancellation will be given in writing to each insured, including the <i>Owner</i> , otherwise the policies to remain in full force and effect until the <i>Work</i> 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 <i>Work</i> for a period of not less than twelve (12) months following <i>Total Performance</i> , and with respect to completed operations coverage for a period of not less than 24 months following <i>Total Performance</i> .		

Supplemental Update No.:	Form 15 – Statutory Declaration – 2013-03 (2013-06-13)		
Affected Document(s)	Form on website	Change Type	Revision
Section:	N/A	Reference:	Form 15
Change Summary	Statutory Declaration Language Updated		
Currently	<p style="text-align: center;"> (IN THE MATTER OF THE CANADA EVIDENCE ACT, AND IN THE (MATTER OF CERTAIN DISBURSEMENTS MADE IN (CONNECTION WITH CONSTRUCTION OF CANADA: (..... PROVINCE (..... OF (..... BRITISH (..... COLUMBIA (..... TO WIT: (..... (UNDER CONTRACT DATED (..... (..... </p> <p>I,, of being of the firm of in the Province of British Columbia, do solemnly declare:-</p> <p>That all liabilities incurred by the said Contractor or Contractors in connection with the aforementioned contract, including:</p> <ul style="list-style-type: none"> (a) All wages for the various classes of labour; (b) Hire of teams, trucks, equipment, etc.; (c) All materials and supplies; (d) Amounts due to sub-contractors, <p>have been duly paid and satisfied</p> <p>That there is no claim or lien accruing for labour or services performed or materials furnished or otherwise in connections with the said works.</p> <p>And I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act</p>		

	<p>DECLARED before me at the _____)</p> <p>of _____, in the Province of)</p> <p>British Columbia, this _____ day) _____</p> <p>of _____, A.D. 20_____)</p> <p>_____</p> <p><i>A Commissioner for Taking Affidavits for British Columbia,</i> <i>or</i> <i>A Notary Public in and for the Province of British Columbia</i></p>
<p>Should Be</p>	<p>(IN THE MATTER OF THE CANADA EVIDENCE ACT,</p> <p>(AND IN THE MATTER OF CERTAIN</p> <p>CANADA: (DISBURSEMENTS MADE IN CONNECTION</p> <p>PROVINCE OF (WITH CONSTRUCTION OF</p> <p>BRITISH (.....)</p> <p>COLUMBIA (.....)</p> <p>TO WIT: (.....)</p> <p>(.....)</p> <p>(UNDER CONTRACT DATED</p> <p>.....)</p> <p>I, _____, of _____ being _____ of the firm of _____ in the Province of British Columbia, do solemnly declare, as of the date of this declaration, that:</p> <p>1) I am an authorized signing officer, partner or sole proprietor of the Contractor named in the Contract identified above, and as such have authority to bind the Contractor, and</p> <p>2) I have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Contractor in the performance of the work as required by the Contract, and for which the Owner might in any way be held responsible, have been paid in full as required by the Contract up to and including the latest progress payment received dated the ____ day of _____, in the year 20____, except for:</p> <p>a) holdback monies properly retained,</p> <p>b) payments deferred by agreement, or:</p> <p>c) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld;</p> <p>3) I have no personal knowledge of the fact that there are any claims or liens in respect of any such accounts except as previously disclosed expressly in writing by the Contractor to the Owner; and</p> <p>4) I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the</p>

same force and effect as if made under oath and by virtue of the Canada Evidence Act.

DECLARED before me at the _____)
of _____, in the Province of)
British Columbia, this _____ day) _____
of _____, A.D. 20_____)

*A Commissioner for Taking Affidavits for British Columbia,
or
A Notary Public in and for the Province of British Columbia*

Supplemental Update No.:	Standard Detail Drawings – 2013-08 (2012-06-13)		
Affected Document(s):	Volume II	Change Type:	Correction
Section:	Standard Detail Drawings	Reference:	CE1.3
Change Summary:	Change to reference number		
Currently:	Reference to drawing E 8.3		
Should Be:	Changed to E7.3 for conduit layout		

Supplemental Update No.:	Standard Detail Drawings – 2013-09 (2012-06-13)		
Affected Document(s):	Volume II	Change Type:	Correction
Section:	Standard Detail Drawings	Reference:	CE1.4
Change Summary:	Change to reference number		
Currently:	Reference to drawing E 8.3		
Should Be:	Changed to E7.3 for conduit layout		

Supplemental Update No.:	Standard Detail Drawings – 2013-10 (2012-06-13)		
Affected Document(s):	Volume II	Change Type:	Correction
Section:	Standard Detail Drawings	Reference:	CE1.4
Change Summary:	Change to reference number		
Currently:	Reference to drawing E 8.10		
Should Be:	Changed to E7.10 for service ground plate installation detail		

Supplemental Update No.:	Standard Detail Drawings – 2013-11 (2012-06-13)		
Affected Document(s):	Volume II	Change Type:	Correction
Section:	Standard Detail Drawings	Reference:	CE1.5
Change Summary:	Change		
Currently:	Reference to drawing E 8.3		
Should Be:	Changed to E7.3 for conduit layout		

Supplemental Update No.:	Standard Detail Drawings – 2013-12 (2012-06-13)		
Affected Document(s):	Volume II	Change Type:	Correction
Section:	Standard Detail Drawings	Reference:	CE1.7
Change Summary:	Change		
Currently:	Reference to drawing E 8.3		
Should Be:	Changed to E7.3 for conduit layout		

Supplemental Update No.:	Standard Detail Drawings – 2013-13 (2012-06-13)		
Affected Document(s):	Volume II	Change Type:	Correction
Section:	Standard Detail Drawings	Reference:	E5.7
Change Summary:	Change		
Currently:	Reference to drawing E6.8		
Should Be:	Changed to E5.8		

Supplemental Update No.:	Standard Detail Drawings – 2013-14 (2012-06-13)		
Affected Document(s):	Volume II	Change Type:	Correction
Section:	Standard Detail Drawings	Reference:	E7.2
Change Summary:	Removal of label		
Currently:	Label A8.3 shown		
Should Be:	Label 'A8.3' has been removed from the Section, as there is no section 'A8.3' in the drawings		

Supplemental Update No.:	Standard Detail Drawings – 2013-15 (2012-06-13)		
Affected Document(s):	Volume II	Change Type:	Correction
Section:	Standard Detail Drawings	Reference:	E7.3
Change Summary:	Removal of label		
Currently:	Label A8.2 shown		
Should Be:	Label 'A8.2' has been removed from the Section, as there is no section 'A8.2' in the drawings		

Supplemental Update No.:	Standard Detail Drawings – 2013-16 (2012-06-13)		
Affected Document(s):	Volume II	Change Type:	Correction
Section:	Standard Detail Drawings	Reference:	E7.5
Change Summary:	Change		
Currently:	Reference to drawing E8.10		
Should Be:	Changed to E7.10 for the ground plate detail		

Supplemental Update No.:	Standard Detail Drawings – 2013-17 (2012-06-13)		
Affected Document(s):	Volume II	Change Type:	Correction
Section:	Standard Detail Drawings	Reference:	E7.6
Change Summary:	Change		
Currently:	Reference to drawing E8.10		
Should Be:	Changed to E7.10 for the ground plate detail		

Supplemental Update No.:	Standard Detail Drawings – 2013-18 (2012-06-13)		
Affected Document(s):	Volume II	Change Type:	Correction
Section:	Standard Detail Drawings	Reference:	E7.7
Change Summary:	Change		
Currently:	Reference to drawing E8.8		
Should Be:	Changed to E7.8 for the service panel mounting detail		

Supplemental Update No.:	General Conditions – 4.7.1 – 2013-19 (2013-06-13)		
Affected Document(s):	Volume II	Change Type:	Addition
Section:	General Conditions	Reference:	4.7.1
Change Summary:	Addition to wording		
Currently:	4.7.1 The Contractor shall employ a competent senior representative at the <i>Place of the Work</i> (the “Superintendent”) who shall have the responsibility to ensure that the <i>Work</i> is performed in compliance with the <i>Contract Documents</i> . The <i>Contractor</i> shall also employ necessary assistants for the <i>Superintendent</i> and the <i>Superintendent</i> and assistants shall be in attendance at the <i>Place of Work</i> while <i>Work</i> is being performed.		
Should Be:	4.7.1...The <i>Contractor</i> shall employ a competent senior representative at the <i>Place of the Work</i> (the “ <i>Superintendent</i> ”) who shall have the responsibility to ensure that the <i>Work</i> is performed in compliance with the <i>Contract Documents</i> . Unless otherwise permitted in writing by the <i>Owner</i> , the <i>Superintendent</i> shall be the person whose experience was submitted in Appendix 3 of the <i>Tender</i> . The <i>Contractor</i> shall also employ necessary assistants for the <i>Superintendent</i> and the <i>Superintendent</i> and assistants shall be in attendance at the <i>Place of the Work</i> while <i>Work</i> is being performed.		