

APPROVED SUPPLEMENTARIES (3)

SUPPLEMENTARY GENERAL CONDITIONS MMCD VOLUME II (2000 EDITION)

As approved by MMCDA Board June 2006

- SGC 15.1** renumber 15.1.4 to 15.1.1
renumber 15.1.5 to 15.1.2
renumber 15.1.6 to 15.1.3
- SGC 17.1** replace reference to GC 1.37 to GC 1.41
- SGC 4.12.7** remove underline under “Documents”
- SGC 10.1 c)** remove “incorporated into” and substitute “required by”
- SGC 10.3.1** remove “cost of all”
- SGC 15.3.1 d)** remove “warranty period” and substitute “maintenance period”
- SGC 18.1.3** remove “the 5 Day time period”
- NOTE: SGC21** referred to “Worker Compensation” should read “Workers Compensation”

APPROVED SUPPLEMENTARIES (2)

SUPPLEMENTARY SPECIFICATIONS MMCD VOLUME II (2000 EDITION)

As approved by MMCD Board January 2005

- 1) That MMCD Clause 02224 - 2.2.1 - Road Excavation, Embankment and Compaction be amended to include:

".4 River Sand"

- 2) **Section 02226 - Aggregates and Granular Materials**

Delete from Clause 2.5.1 (River Sand): *River sand ... following gradations* and **replace by:** *River sand to be free of organic material and conform to the following gradation:*

<i>Sieve Designation</i>	<i>Percent Passing</i>
<i>19 mm</i>	<i>100</i>
<i>4.76 mm</i>	<i>80 - 100</i>
<i>0.60 mm</i>	<i>20 - 100</i>
<i>0.42 mm</i>	<i>10 - 100</i>
<i>0.25 mm</i>	<i>0 - 80</i>
<i>0.15 mm</i>	<i>0 - 50</i>
<i>0.074 mm</i>	<i>0 - 4</i>

- 3) **Section 02226 - Aggregates and Granular Materials**

Delete from Clause 2.7.2 (Granular Pipe Bedding and Surround Material): *Other permissible materials ... pipe surround* and **Replace by:** *Other permissible materials: only where shown on Contract Drawings or directed by Contract Administrator shall drain rock, pit run sand, River sand or approved native material be used for bedding and pipe surround.*

- 4) **Section 02234 - Granular Subbase**

To Clause 2.1.1 (Specified Materials) **Add:** *.7 River Sand*

APPROVED SUPPLEMENTARIES (1)

SUPPLEMENTARY GENERAL CONDITIONS MMCD VOLUME II (2000 EDITION)

As approved by MMCD Board on February 20, 2003

SGC 1.65 “*Variance Threshold Percentage*” means a variance of plus or minus 15% between the quantity of a unit price item actually constructed or provided by the time of *Total Performance* and the quantity shown on the tendered *Schedule of Quantities and Prices* for that item.

SGC 1.66 “*Approved Equipment Rental Rate Guide*” means the most current version of the Equipment Rental Rate Guide authorized by the Government of British Columbia, commonly known as the B.C. 'Blue Book'

SGC 1.67 “*Workers Compensation Act*” means the Workers Compensation Act, R.S.B.C. 1996, c.492 as the same may be amended from time to time.”

SGC 4.3.4 – Delete GC 4.3.4 and replace with the following:

Before commencing any *Work* at the *Place of the Work*, the *Contractor* shall be responsible to locate in three dimensions all underground utilities and structures indicated on the *Contract Documents* as being at the *Place of the Work*. The *Contractor* shall also be responsible to consult with all utility corporations that provide electricity, communication, gas or other utility services in the area of the *Place of the Work*, to locate in three dimensions all underground utilities for which they have records. The *Contractor* shall also locate in three dimensions any other utilities or underground structures that are reasonably apparent in an inspection of the *Place of the Work*.

SGC 4.12.4 – Delete GC 4.12.4 and replace with the following:

If the *Contractor* disagrees with the *Contract Administrator's* determination of the *Work* not meeting the Specifications based on the results of inspection or testing required in the *Contract Documents* or ordered by the *Contract Administrator*, the *Contractor* may elect to carry out such further inspection or testing which the *Contract Administrator* agrees is acceptable for the purpose of determining whether the *Work* complies with the requirements of the *Contract Documents*.

- a) If such further inspection or testing determines that the *Work* is not in accordance with the requirements of the *Contract Documents*, then the *Contractor* shall correct such *Work* and pay the costs of the inspection and testing including all costs of the correction and subsequent inspection and testing.
- b) If such further inspection or testing determines that the *Work* is in accordance with the requirements of the *Contract Documents*, then the *Owner* shall pay all costs of the inspection and testing.

SGC 9.4.3 – Delete GC 9.4.3 and replace with the following:

A revised unit price shall be applicable and calculated as follows:

- a) in the case of a shortfall of more than the *Variance Threshold Percentage*:
 - i. the revised unit price shall apply to all of the actual work performed for that item;
and
 - ii. the revised unit price shall be determined so that the *Contractor's* total compensation for that item will be equal to the actual quantity multiplied by the tender unit price plus an amount equal to the overhead and profit, if any, the *Contractor* would have received for the quantity difference between the *Tender Quantity* as reduced by the *Variance Threshold Percentage* and the actual quantity;
and
- b) in the case of an overrun of more than the *Threshold Variance Percentage* of the *Tender Quantity* for that item:
 - i. the original unit price shall apply to the *Tender Quantity* for that item plus the *Threshold Variance Percentage* and the revised unit price shall apply only to the quantity in excess of the *Threshold Variance Percentage*; and
 - ii. a revised unit price, applicable to the quantity in excess of *Tender Quantity* plus the *Threshold Variance Percentage* for that item, shall be determined so that the *Contractor* receives an amount or revised unit prices as agreed by the parties, or failing agreement the actual costs of the excess plus markups as provided by GC 10.1.

SGC 10.1.1 b) & c) – Delete GC 10.1.1 b) & c) and replace with the following:

- b) major equipment:
 - i) *Contractor Owned or Bare Rented* - at the non-operated hourly rates as set out in the *Approved Equipment Rental Rate Guide* based on actual hours, in minimum increments of 0.5 hours, plus a 10% markup to cover all overhead costs and profit. If equipment is not listed in the *Approved Equipment Rental Rate Guide* then at a rate determined by the *Contract Administrator* based on local equipment rental rates; or
 - ii) *Non-Contractor Owned and Operated* - at the lower of the all-found rate in the *Approved Equipment Rental Rate Guide* for operated equipment, or the actual rental costs incurred by the *Contractor*, as evidenced by invoice, plus, in either case, a 10% markup to cover all overhead costs and profit;
 - iii) No separate rental for *Small Tools*;
- c) materials incorporated into the *Work* or consumed in performing the *Work* by the *Contractor* shall be at the *Contractor's* actual cost, as evidenced by invoice, including all transportation, freight and haulage costs plus a markup of 10% on such actual cost to cover all overhead, handling, and profit;

SGC 13.8.1 a) – Delete GC 13.8.1 a) and replace with the following:

- a) 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 \$500.00 per day or pro rata portion for each *Day* that actual *Substantial Performance* is achieved after the *Substantial Performance Milestone Date*; plus

SGC 18.3.1 – Delete GC 18.3.1 and replace with the following:

Except for items in the *Schedule of Quantities and Prices* which are identified as being "Supply Only" or items authorized under GC 10.1, payments shall not be made for materials or products purchased by the *Contractor* but not incorporated into the *Work* at the *Place of the Work*.

SGC 18.4.1 – Delete GC 18.4.1 and replace with the following:

Builders Lien Holdback: The *Owner* shall hold back 10%, or other percentage as required by the *Builders Lien Act*, of any amounts due to the *Contractor* as a builders lien holdback.

SGC 18.4.5 – Delete GC 18.4.5 and replace with the following:

The *Contractor* shall assist the *Owner* as the *Contract Administrator* may reasonably request to establish a holdback account pursuant to the *Builders Lien Act*, if required to be established under the *Builders Lien Act*, at a savings institution acceptable to the *Owner*, including preparing and completing any and all documents and forms as the savings institution may require. Any notice issued by the *Contractor* upon the *Owner's* failure to pay into the holdback account the amount the *Owner* is required to retain under the *Builders Lien Act* shall be given in writing to the *Contract Administrator*.

SGC 18.6.5 – Delete GC 18.6.5 and replace with the following

The *Owner* shall pay any builders lien holdback as required by the *Builders Lien Act*, or on such other date as required by law, but the *Owner* may hold back the amounts for any deficiencies or filed builders liens as provided in GC 18.4.2, GC 18.4.3, and 18.4.4.

SGC 18.6.6 – Delete GC 18.6.6 and replace with the following

The *Contract Administrator* shall be the payment certifier responsible for payment certification for the *Contractor* under the *Builders Lien Act*. The *Contractor* shall be the person responsible for payment certification for all subcontractors, including the *Subcontractors*, as required under the *Builders Lien Act*.

SGC 18.9.3 – Delete GC 18.9.3 and replace with the following

The issuance of the *Certificate of Substantial Performance* shall constitute a waiver and release by the *Owner* of all claims for set-off amounts, back charges, cost sharing for *Referees* fees, or other such amounts that are known or reasonably should be known to the *Owner* at the time of the issuance of such Certificate and that the *Owner* might claim relating to the *Contract*, except for claims made by the *Owner* in writing in accordance with the provisions of the *Contract Documents* and delivered to the *Contract Administrator* prior to the issuance of the *Certificate of Substantial Performance* and still unsettled. For certainty, nothing in this GC 18.9.3 shall be interpreted or construed to mean that the *Owner* in any way waives any warranty rights or in any way releases the *Contractor* from the *Contractor's* obligation to perform the *Work* in accordance with the *Contract Documents* and this GC 18.9.3 shall not be construed as any limitation on the *Owner's* rights to claim damages from the

Contractor arising from any failure by the *Contractor* to have performed the *Work* as required by the *Contract Documents*.

SGC 21 – Replace “Worker Compensation Act” under all sub-paragraphs in GC 21 with “*Worker Compensation Act*”.

SGC 21.2.1 – Delete GC 21.2.1 and replace with the following:

As part of the *Work* the *Contractor* shall, to the extent reasonably possible, perform on behalf of the *Owner* the obligations which the *Owner* must undertake as “Prime Contractor” by virtue of the *Workers’ Compensation Act* and Regulations, or other statutes.

SGC 24.1.1 b) – Delete GC 24.1.1 b) and replace with the following:

b) Comprehensive General Bodily Injury and Property Damage Liability Insurance -

Limits: Bodily Injury and Property Damage inclusive \$5,000,000

The insurance shall include *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 insureds with a cross liability clause. Any property damage deductible shall be for the account of the *Contractor* and shall not exceed \$2,500.00 for any one occurrence.

THE FOLLOWING ELECTRICAL DRAWINGS HAVE BEEN REVISED

E1.6-Rev.1

Type C4 & C5 Spread Footing Concrete Bases

E1.11 - Rev.1

Types F1, L1 & S1 Spread Footing Shape Concrete Bases

E5.21 - Rev.1

Service Base

E7.3 - Rev.1

Pedestrian Pushbutton Post

E8.2 - Rev.1

Service Panel in Service Base (Mounting Details)

E8.3 - Rev.1

Service Panel in Service Base (Mounting Details)

E8.5 - Rev.1

60A (120/240V) Street Lighting Service Panel in Service Base (Wiring Diagram)

E8.6 - Rev.1

100A (120/240V) Traffic Signal/Street Lighting Service Panel in Service Base (Wiring Diagram)

E8.9 - Rev.1

100A (120/240V Traffic Signal/Street Lighting Service Panel (Wiring Diagram)

E8.10 - Rev.1

Service Ground Plate Installation Detail

E8.12 - Rev.1

Signal Cable Wiring in Pole Handhole

E8.13 - Rev.1

Signal Cable Colour Code Sample

E8.15 - Rev.1

Pole Mounted Receptacle

E9.4 - Rev.1

Detector Loop to Shielded Cable Splices