



CONTRACT #: 2441-00531-00
WATER LOSS MANAGEMENT IMPLEMENTATION – PROCUREMENT TENDER
DISTRICT OF ELKFORD, B.C

On Behalf Of
DISTRICT OF ELKFORD
TENDER #2018-01

Prepared By
McElhanney Consulting Services Ltd.
Unit 1 – 125 Industrial Road #3
SPARWOOD, BRITISH COLUMBIA
VOB 2G1



January 2017

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

(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 Elkford
(NAME OF OWNER)

Contract: Water Loss Management Implementation
(TITLE OF CONTRACT)

Reference No. 2441-00531-00
(OWNER'S CONTRACT REFERENCE NO.)

1.0 Introduction

1.1 These Instructions apply to and govern the preparation of tenders for this *Contract*. The *Contract* is generally for the following work:
Procurement of 7 pressure reducing and/or flow monitoring stations

(BRIEF DESCRIPTION OF THE WORK)

1.2 Direct all inquiries regarding the *Contract*, to:
Kevin Mohr, P.Eng.

McElhanney Consulting Services Ltd.

(NAME AND POSITION OF INDIVIDUAL WHO WILL ANSWER INQUIRIS)

Address: Unit #1 – 125 Industrial Rd
Sparwood, BC V0B 2G1
kmohr@mcelhanney.com

Phone: 250 425 - 5434
Fax: 855 407 - 3895

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

District of Elkford

(TITLE OF POSITION)

on or before:

Tender Closing Time: 1 _____ : 59 _____, 59 _____ m local time

Tender Closing Date: February 8 _____, 20 17 _____

at

Address: 816 Michel Rd

Box 340

Elkford, BC V0B 1H0

Fax: 250 _____ 865 _____ - 4001 _____

3.2 Late tenders will not be accepted or considered, and will be returned unopened.

UNIT
PRICE
CONTRACT

INSTRUCTIONS TO TENDERERS PART I

IT – PART I
IT - 3
2009

4.0 Additional
Instructions to
Tenderers

N/A

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

Owner: District of Elkford
(NAME OF OWNER)
Contract: Water Loss Management Implementation – Procurement Tender
(TITLE OF CONTRACT)
Reference No. 2441-00531-00
(OWNER'S CONTRACT REFERENCE NO.)

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:

; (ADDENDA, IF ANY)

**ACCORDINGLY WE
HEREBY OFFER**

1.2 have full knowledge of the *Place of the Work*, and the *Work* required; and

1.3 have complied with the Instructions to Tenderers; and

2.1 to perform and complete all of the *Work* and to provide all the labour, equipment and material all as set out in the *Contract Documents*, in strict compliance with the *Contract Documents*; and

2.2 **to achieve *Equipment Delivery of the Work on or before May 30, 2018 and Substantial Performance, by October 1st, 2018.***

2.3 to do the *Work* for the price, which is the sum of the products of the actual quantities incorporated into the *Work* and the appropriate unit prices set out in Appendix 1, the “*Schedule of Quantities and Prices*”, plus any lump sums or specific prices and adjustment amounts as provided by the *Contract Documents*. For the purposes of tender comparison, our offer is to complete the *Work* for the “*Tender Price*” as set out on Appendix 1 of this Form of Tender. Our *Tender Price* is based on the estimated quantities listed in the *Schedule of Quantities and Prices*, and excludes *GST*.

WE CONFIRM:

3.1 that we understand and agree that the quantities as listed in the *Schedule of Quantities and Prices* are estimated, and that the actual quantities will vary.

- WE CONFIRM:**
- 4.1 that the following appendices are attached to and form a part of this tender:
- 4.1.1 the appendices as required by paragraph 5.3 of the Instructions to Tenderers – Part II; and
- 4.1.2 the *Bid Security* as required by paragraph 5.2 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 60 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 Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract Price, covering the performance of the Work including the Contractor's obligations during the Maintenance Period, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the Owner;
- .2 a Baseline Construction Schedule, as provided by GC 4.6.1;
- .3 a "clearance letter" indicating that the tenderer is in Worksafe BC compliance; and
- .4 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 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*,

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. We further agree that, as full compensation on account of damages suffered by the *Owner* because of such failure or refusal, the *Bid Security* shall be forfeited to the *Owner*, in an amount equal to the lesser of:

6.1.3 the face value of the *Bid Security*; and

6.1.4 the amount by which our *Tender Price* is less than the amount for which the *Owner* contracts with another party to perform the *Work*.

**OUR ADDRESS IS AS
FOLLOWS:**

Phone: _____

Fax: _____

Attention: _____

This Tender is executed this
_____ day of _____, 20 _____.

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Unit Price

Contract

Form of Tender Appendix A

District of Elkford

Water Loss Management Implementation - Procurement Tender

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.

Summary Sheet

<i>Division</i>	<i>Amount</i>
Subtotal of Div 33: Tender Price	
5% of the Tender Price: GST	
Tender Price plus GST	

Unit Price

Contract

Form of Tender Appendix A

District of Elkford

Water Loss Management Implementation - Procurement Tender

Item	Section	Para	Specification Title	Unit	Quantity	Unit Price	Amount
33 11 01			Waterworks				
Item 1	SS - 1.8.14		Supply Pressure Reducing and Flow Monitoring Chamber Fording and Boivin , 2441-00531-01	Lump Sum	1		
Item 1.1	SS - 1.8.14		Start-Up and Commissioning Fording and Boivin , 2441-00531-01	Lump Sum	1		
Item 2	SS - 1.8.14		Supply Pressure Reducing and Flow Monitoring Chamber Galbraith and Michel , 2441-00531-04	Lump Sum	1		
Item 2.1	SS - 1.8.14		Start-Up and Commissioning Galbraith and Michel , 2441-00531-04	Lump Sum	1		
Item 3	SS - 1.8.14		Supply Pressure Reducing and Flow Monitoring Chamber Alpine and Delta , 2441-00531-07	Lump Sum	1		
Item 3.1	SS - 1.8.14		Start-Up and Commissioning Alpine and Delta , 2441-00531-07	Lump Sum	1		
Item 4	SS - 1.8.14		Supply Pressure Reducing and Flow Monitoring Chamber Caribou and Balmer, 2441-00531-10	Lump Sum	1		
Item 4.1	SS - 1.8.14		Start-Up and Commissioning Caribou and Balmer, 2441-00531-10	Lump Sum	1		
Item 5	SS - 1.8.14		Supply Pressure Reducing and Flow Monitoring Chamber Fording and Michel , 2441-00531-13	Lump Sum	1		
Item 5.1	SS - 1.8.14		Start-Up and Commissioning Fording and Michel , 2441-00531-13	Lump Sum	1		
Item 6	SS - 1.8.14		Supply Pressure Reducing and Flow Monitoring Chamber Deerborne and Dorita, 2441-00531-16	Lump Sum	1		
Item 6.1	SS - 1.8.14		Start-Up and Commissioning Deerborne and Dorita, 2441-00531-16	Lump Sum	1		
Item 7	SS - 1.8.14		Supply Pressure Reducing and Flow Monitoring Chamber Bears Paw, 2441-00531-19 (Optional)	Lump Sum	1		
Item 7.1	SS - 1.8.14		Start-Up and Commissioning Bears Paw, 2441-00531-19 (Optional)	Lump Sum	1		
Div. 33 Subtotal							

**FORM OF TENDER - APPENDIX - 6
ASSIGNMENT AND NOVATION AGREEMENT**

THIS ASSIGNMENT (the "Assignment") made as of the ____ day of _____, 20____ (the "Effective Date").

BETWEEN:

< Assignor >

a company incorporated under Provincial Laws of British Columbia,
(the "Assignor" or the "Owner")

OF THE FIRST PART

- and -

< Assignee >

a company incorporated under Provincial Laws of British Columbia
(the "Assignee" or the "Contractor")

OF THE SECOND PART

- and -

< Vendor >

a company incorporated under Provincial Laws of British Columbia
(the "Vendor")

OF THE THIRD PART

WHEREAS the Owner and Vendor are parties to an Equipment Supply Agreement dated _____ as attached in Schedule "A" (the "Agreement"), which Schedule is attached to and incorporated into this Assignment;

AND WHEREAS it is a term of the said Equipment Supply Agreement that the Owner shall hold the exclusive right to assign its rights under the said Agreement to a contractor of its selection, with the intention that such contractor will perform the Project (as defined in said Agreement);

AND WHEREAS the Owner has elected to assign to the Contractor, all of the Owner's rights and obligations in and to the Agreement;

NOW THEREFORE in consideration of the premises hereto and the mutual covenants and agreements herein set forth, the parties hereto agree as follows:

Assignment of Benefits to Assignee

1. The Assignor does hereby assign and novate, transfer, set over and convey unto the Assignee all of the interest of the Assignor in and under the said Agreement, and all benefit and advantage derived or to be derived therefrom, to have and to hold the same unto the Assignee absolutely, from and after the Effective Date, subject to the performance and observance by the Assignee of the terms, conditions and obligations contained in the said Agreement.

Assumption of Liabilities by Assignee

2. The Assignee hereby accepts the Assignment set forth in Paragraph 1 hereof and covenants and agrees with the Assignor and the Vendor that it shall, at all times, from and after the Effective Date, be bound by, observe and perform all the terms and provisions to be observed and performed by the Assignor under the said Agreement to the same extent as if the Assignee had been originally named as a party thereto in the place and stead of the Assignor.

Vendor Covenants

3. The Vendor does hereby:

- (a) consent to the Assignment by the Assignor to the Assignee of all of the interest and obligations of the Assignor in and under the said Agreement;
- (b) release and discharge the Assignor of and from the observance and performance of the covenants, agreements and obligations on the part of the Assignor to be observed and performed under the said Agreement from and after the Effective Date, however, nothing herein contained shall be construed as a release of the Assignor from any obligation or liability which may have accrued prior to the Effective Date; and
- (c) covenant and agree that from and after the Effective Date the Assignee shall be entitled to hold and enforce all of the privileges, rights and benefits of the Assignor under the said Agreement to the same extent as though and to the intent and purpose that the Assignee had been a party thereto in the place and stead of the Assignor.

Relationship Between Vendor and Assignee

4. Notwithstanding anything contained in this Assignment, the Assignor and Assignee agree that the Vendor shall, from and after the Effective Date, pay to the Assignee any refund or repayment of monies or refunds made under the Agreement.

Interim Time Period Between the Effective Date and Execution Date

5. The Assignee acknowledges that in all matters relating to the said Agreement subsequent to the Effective Date and prior to the execution of this Assignment by the Vendor, including but not limited to all accounting and conduct of operations thereunder, the Assignor has been acting as a trustee for and duly authorized agent of the Assignee, and the Assignee does hereby expressly ratify, adopt and confirm all acts or omissions of the Assignor in its capacity as trustee and agent to the end that all acts or omissions shall for the purposes be construed as having been made or done by the Assignee.

Further Assurances

6. The Assignor covenants and agrees with the Assignee that it shall and will, from time to time and at all times hereafter, at the request of the Assignee, execute such further assurances and do all such further acts as may be reasonably required for the purpose of vesting in the Assignee all of the interest of the Assignor in and under the said Agreement.

Term of Agreement

7. This agreement will come into effect on the _____ ("Effective Date") and terminate once Total Performance is achieved by the Assignee.

Assignee's Address

7. The address of the Assignee for notices under the said Agreement is:

Binding or Successors and Assigns

8. This Assignment shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Counterparts

9. This Assignment may be executed in counterparts and will be deemed to be fully executed and accepted upon all parties having signed this Assignment in counterparts.

Assignor, < Assignor >

Per: _____ c/s

Assignee, < Assignee >

Per: _____ c/s

Vendor, < Vendor >

Per: _____ c/s

SCHEDULE "A"

Attached to and forming part of this Assignment dated as of the ____ day of _____, 20____, among
_____ (Assignor), _____ (Assignee), and _____ (Vendor).

EQUIPMENT SUPPLY AGREEMENT – AS ATTACHED

END OF DOCUMENT

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

BETWEEN *OWNER* AND *CONTRACTOR* – PROCUREMENT TENDER

This agreement made in duplicate this

_____ day of _____, 20____.

Contract: Water Loss Management Implementation
(TITLE OF CONTRACT)
Reference No. 2441-00531-00
(OWNER'S CONTRACT REFERENCE NO.)

BETWEEN:

The District of Elford

(NAME OF OWNER)

(the "*Owner*")

AND:

(NAME AND OFFICE ADDRESS OF CONTRACTOR)

(the "*Contractor*")

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

- | | | |
|--|-----|--|
| Article 1 The Work Start / Completion Dates | 1.1 | The <i>Contractor</i> will perform all <i>Work</i> and provide all labour, equipment and material and do all things strictly as required by the <u><i>Contract Documents</i></u> . |
| | 1.2 | The <i>Contractor</i> will commence the <i>Work</i> in accordance with the <u><i>Notice to Proceed</i></u> . The <i>Contractor</i> will proceed with the <i>Work</i> diligently, will perform the <i>Work</i> generally in accordance with the construction schedules as required by the <u><i>Contract Documents</i></u> and will achieve <u><i>Substantial Performance</i></u> of the <i>Work</i> on or before September 30, 2017 subject to (INSERT DATE OF SUBSTANTIAL PERFORMANCE) the provisions of the <u><i>Contract Documents</i></u> for adjustments to the <u><i>Contract Time</i></u> . |
| | 1.3 | Time shall be of the essence of the <i>Contract</i> . |

Article 2 Contract Documents

- 2.1 The "Contract Documents" consist of the documents listed or referred to in Schedule 1, entitled "Schedule of Contract Documents", which is attached and forms a part of this Agreement, and includes any and all additional and amending documents issued in accordance with the provisions of the Contract Documents. All of the Contract Documents shall constitute the entire *Contract* between the *Owner* and the *Contractor*.
- 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
- 1.1.1 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
 - 1.1.2 all lump sums, if any, as listed in the Schedule of Quantities and Prices, for items relating to or incorporated into the *Work*; plus
 - 1.1.3 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 fax, or by pre-paid registered mail to the addresses as set out below:

The *Owner*:

District of Elkford

Fax: _____

Attention: Jesse Huisman, Project Manager

The *Contractor*:

Fax: _____

Attention: _____

The Contract Administrator:

McElhanney Consulting Services Ltd

Fax: _____

Attention: Kevin Mohr, P.Eng. - kmohr@mcelhanney.com

6.2 A communication or notice that is addressed as above shall be considered to have been received

1.1.4 immediately upon delivery, if delivered by hand; or

1.1.5 immediately upon transmission if sent by fax and received in hard copy; or

1.1.6 after 5 *Days* from date of posting if sent by registered mail.

- 6.3 The *Owner* or the *Contractor* may, at any time, change its address for notice by giving written notice to the other at the address then applicable. Similarly if the *Contract Administrator* changes its address for notice then the *Owner* will give or cause to be given written notice to the *Contractor*.
- 6.4 The sender of a notice by fax assumes all risk that the fax is received in hard copy.

Article 7 General

- 7.1 This *Contract* shall be construed according to the laws of British Columbia.
- 7.2 The *Contractor* shall not, without the express written consent of the *Owner*, assign this *Contract*, or any portion of this *Contract*.
- 7.3 The headings included in the *Contract Documents* are for convenience only and do not form part of this *Contract* and will not be used to interpret, define or limit the scope or intent of this *Contract* or any of the provisions of the *Contract Documents*.
- 7.4 A word in the *Contract Documents* in the singular includes the plural and, in each case, vice versa.
- 7.5 This agreement shall 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)

(AUTHORIZED SIGNATORY)

Owner:

District of Elkford

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

(INCLUDE IN LIST ALL DOCUMENTS INCLUDING, IF ANY, SUPPLEMENTARY GENERAL CONDITIONS, SUPPLEMENTARY SPECIFICATIONS, SUPPLEMENTARY STANDARD DETAIL DRAWINGS.)

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", edition dated 20____. All sections of this publication are included in the Contract Documents.

- 8.1 Agreement, including all Schedules;
- 8.2 Supplementary General Conditions (if any, insert title and edition date);
- 8.3 General Conditions*;
- 8.4 Supplementary Specifications (if any, insert title and edition date);
- 8.5 Specifications*;
- 8.6 Supplementary Standard Detail Drawings (if any, insert title and edition date);
- 8.7 Standard Detail Drawings*;
- 8.8 Executed Form of Tender, including all Appendices;
- 8.9 Contract Documents listed in Schedule 2 to the Agreement. –"List of Contract Documents";
- 8.10 Instructions To Tenderers - Part I;
- 8.11 Instructions to Tenderers - Part II*;
- 8.12 The following Addenda:

(ADDENDA, IF ANY)

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

Schedule 2 List of Contract Documents

TITLE	DRAWING NO.	REVISION NO.	REVISION DATE
Fording Dr / Boivin Rd PRV Station PRV Chamber Details	2441-00531-02	3	December 13, 2017
Fording Dr / Boivin Rd PRV Station Supplemental Specifications	2441-00531-03	3	December 13, 2017
Galbraith Dr / Michel Rd PRV Station PRV Chamber Details	2441-00531-05	3	December 13, 2017
Galbraith Dr / Michel Rd PRV Station Supplemental Specifications	2441-00531-06	3	December 13, 2017
Alpine Way / Delta Cres PRV Station PRV Chamber Details	2441-00531-08	3	December 13, 2017
Alpine Way / Delta Cres PRV Station PRV Supplemental Specifications	2441-00531-09	3	December 13, 2017
Caribou Dr / Balmer Rd PRV Station PRV Chamber Details	2441-00531-11	3	December 13, 2017
Caribou Dr / Balmer Rd PRV Station Supplemental Specification	2441-00531-12	3	December 13, 2017
Fording Drive / Michel Dr PRV Station PRV Chamber Details	2441-00531-14	3	December 13, 2017
Fording Drive / Michel Dr PRV Station Supplemental Specifications	2441-00531-15	3	December 13, 2017
Deerborne Dr / Dorita Cr PRV Station PRV Chamber Details	2441-00531-17	3	December 13, 2017
Deerborne Dr / Dorita Cr PRV Station PRV Supplemental Specifications	2441-00531-18	3	December 13, 2017
Bear Paw Crew Flow Meter Station Flow Meter Chamber Details	2441-00531-20	3	December 13, 2017
Bear Paw Crew Flow Meter Station Supplemental Specifications	2441-00531-21	3	December 23, 2017

Supplementary General Conditions

These Supplementary Specifications must be read in conjunction with the Master Municipal Specifications contained in the Master Municipal Construction Documents, Volume II, Platinum Edition 2009.

Reference No. 14602

Owner: District of Elkford
(NAME OF OWNER)

Contract: Water Loss Management Implementation – Procurement Tender
(TITLE OF CONTRACT)

Reference No.: 2441-00531-00
(CONSULTANT CONTRACT REFERENCE NO.)

****Indicates amendment recommended by MMCD Board***

General Conditions #	Paragraph #	Title	Action
1.26	.1	Contractor	Add the following: "Contractor within this contract shall be synonymous with Vendor or Supplier"
1.79	.1	Hours of Work	The <i>Hours of Work</i> , on site, are to be confined to between 0700h and 1900 hrs, Monday to Saturday. No work shall be permitted on Sundays or Statutory Holidays without the expressed written consent of the District of Elkford.
1.80	.1	Installation Contractor	The <i>Installation Contractor</i> shall be the party that the <i>Contractor (or Vendor)</i> within this contract enters into the novation agreement provided in Appendix 6.
1.81	.1	Equipment Delivery	<i>Equipment Delivery</i> shall mean delivery to the <i>Installation Contractor</i> , in working order, the equipment shown on the <i>Contract Drawings</i> , in accordance with the <i>Approved Shop Drawings</i> . <i>Equipment Delivery</i> shall be deemed to be achieved if the <i>Vendor</i> has proven the <i>Equipment</i> to be ready for installation but the <i>Installation Contractor</i> is not ready to receive the <i>Equipment</i> .
1.82	.1	Equipment	<i>Equipment</i> shall be that which is shown on the <i>contract Drawings</i> .
3.3	.5	Contract Administration	Delete GC3.3.5 and replace with: "The <i>Owner</i> shall provide the <i>Contractor</i> with survey control points at the <i>Place of the Work</i> , and relative coordinates of the major portions of the <i>Work</i> . The <i>Contract Administrator</i> may conduct survey checks of the <i>Work</i> at his discretion. The <i>Contractor</i> shall provide a survey assistant, at the <i>Contract Administrator's</i> request, for such survey checks. The <i>Contractor</i> shall protect and preserve such survey control points for so long as they are required for the <i>Work</i> and if any of them must be replaced because they are disturbed or destroyed by the <i>Contractor</i> , then the <i>Contractor</i> shall pay the costs of such replacement."

*	.6	Construction Schedule	Delete GC4.6.6 and replace with the following: “The time the performance of the <i>Work</i> shall commence on the date specified in the <i>Notice to Proceed</i> , or if not so specified, on the date the <i>Notice to Proceed</i> is issued. Subject to a contrary provision in the <i>Contract Documents</i> , the <i>Owner</i> shall issue the <i>Notice to Proceed</i> within 10 <i>Days</i> of receipt of the documentation required from the <i>Contractor</i> under paragraph 5.1.1 of the <i>Form of Tender</i> . Failure by the <i>Owner</i> to issue the <i>Notice to Proceed</i> within the 10 <i>Days</i> shall entitle the <i>Contractor</i> to a claim for delay under GC13.1.1.”
4.8	.2	Workers	Add GC 4.8.2 as follows: .2 The Contractor shall maintain respectful communication among the Contractor’s employees, Subcontractors, and the Public. Workers engaging in disrespectful or profane communication will be asked to be replaced by the Owner through the Contract Administrator.
4.12	.5	Tests and Inspections	GC4.12.2.5 (1) and (2) are amended by deleting “timely notice” and substituting “not less than five Days”.
4.16		Notice of Disruption	Delete GC 4.16.1 and Replace with the following: .1 If in the performance of the Work the Contractor intends to interrupt any utility, service, traffic, or property access, then, without limiting any other provision of the Contract Documents, the Contractor shall give timely written notice to the Contract Administrator, Owner, and to any affected residence and place of business .2 For GC 4.16.1, timely written notice shall be given by the contractor with a minimum of 48 hours for any scheduled or non-emergency work. .3 Written Notices must include the Contractors name and phone number, Scheduled time for the service or access to resume, and any procedures that should be recommended once the service resumes; ie, flushing of water service. The contractor must submit an updated notice with the same information every week to affected properties, or if the disruption goes more than 2 days beyond the initial schedule, whichever comes first. .4 Disruptions that require District Staff to perform work (waterworks shut downs, electrical work, etc), must include a separate written request to the City detailing the location, duration and nature of the work required to be performed.

*7.1	.3	Changes	Delete GC7.1.3 and replace with the following: “Additional work that the <i>Owner</i> may wish performed that does not satisfy the requirements of subparagraphs (a) and (b) of GC 7.1.1(1) is <i>Extra Work</i> (“ <i>Extra Work</i> ”) and not a <i>Change</i> . Pursuant to GC8, <i>Extra Work</i> may be declined by the <i>Contractor</i> or may, upon agreement between the parties, be undertaken as <i>Extra Work</i> .”
7.4	.2	Optional Work	Add GC 7.4.2: All items included in the <i>Schedule of Quantities and Prices</i> which are stated to be Optional Work shall be used only as directed and at the sole discretion of the <i>Contract Administrator</i> .
	.3		Add GC 7.4.3 All or any unused portion of these sums shall revert to the District and shall be deducted from the Contract Price before final payment is made. No claim for lost profit shall be made by the <i>Contractor</i> for the deletion of any or all of these optional items.
*9.4	.1	Quantity Variations	Delete GC9.4.1 and replace with the following: “If for any reason, including an addition or deletion under GC7.1.1.(1) or GC7.1.1.(2) respectively, the actual quantity of a unit price item varies by more than plus or minus the <i>Variance Threshold Percentage</i> from the estimated quantity that the unit price item as listed in the <i>Schedule of Quantities and Prices</i> (the “ <i>Tender Quantity</i> ”) or as otherwise agreed to pursuant to these <i>Contract Documents</i> , then either the <i>Owner</i> or the <i>Contractor</i> 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.”
9.5	.3	Adjustments of Contract Time	Delete 9.5.3 and replace with the following: .3 The Construction Schedule shall include allowance for all Optional Work unless specified otherwise in the Contract Documents. If the Contract Administrator authorizes Optional Work pursuant to GC 7.4.1 then the related Change Order shall not include any provision for adjustment to the Contract Time.
11.1	.1	Concealed or Unknown Conditions Definition	GC 11.1.1(3) is deleted and the following substituted: “(3) differs materially and substantially from: i. the conditions of the Place of the Work that would have been evident to or reasonably foreseeable by a Contractor who was qualified to undertake the Work, and ii. any information in the Tender Documents or otherwise made available by the Owner with respect to any conditions of the Place of the Work that would not have been evident to or reasonably foreseeable by a contractor who was qualified to undertake the Work”.

*12.2	.2	Discovery of Hazardous Materials	Delete GC12.2.2 and replace with the following: “If the <i>Contract Administrator</i> observes any materials at the <i>Place of the Work</i> that the <i>Contract Administrator</i> knows or suspects may be <i>Hazardous Materials</i> then the <i>Contract Administrator</i> shall immediately give written notice to the <i>Contractor</i> and the <i>Contractor</i> shall immediately stop the <i>Work</i> or portion of the <i>Work</i> as required by GC12.2.1(1).”
*12.2	.2	Discovery of Hazardous Materials	Delete GC12.2.2 and replace with the following: “If the <i>Contract Administrator</i> observes any materials at the <i>Place of the Work</i> that the <i>Contract Administrator</i> knows or suspects may be <i>Hazardous Materials</i> then the <i>Contract Administrator</i> shall immediately give written notice to the <i>Contractor</i> and the <i>Contractor</i> shall immediately stop the <i>Work</i> or portion of the <i>Work</i> as required by GC12.2.1(1).”
*13.9	.1	Liquidated Damages for Late Completion	Delete GC13.9.1 and replace with the following: “If the <i>Contractor</i> fails to meeting the <i>Milestone Date</i> for <i>Equipment Delivery</i> , as set out in the <i>Form of Tender</i> , paragraph 2.2 as may be adjusted pursuant to the provisions of the <i>Contract Documents</i> , then the <i>Owner</i> may deduct from any monies owing to the <i>Contractor</i> for the <i>Work</i> : <ol style="list-style-type: none"> (1) as a genuine pre-estimate of the <i>Owner’s</i> increased costs for the <i>Contract Administrator</i> and the <i>Owner’s</i> own staff caused by such delay an amount of \$1,000 per day or pro rata portion for each <i>Day</i> the actual <i>Equipment Delivery</i> is achieved after the <i>Equipment Delivery Milestone Date</i>; plus (2) all direct out-of-pocket costs for safety, security or equipment rental, reasonably incurred by the <i>Owner</i> as a direct result of such delay. (3) Any costs incurred by the <i>Owner</i> resulting from the <i>Installation Contractor</i> being delayed. If the monies owing to the <i>Contractor</i> are less than the total amount owing by the <i>Contractor</i> to the <i>Owner</i> under (1) and (2) then any shortfall shall immediately, upon written notice from the <i>Owner</i> , and upon <i>Equipment Delivery</i> , be due and owing by the <i>Contractor</i> to the <i>Owner</i> .”
18.2	.1	Supporting Documentation	Add: The <i>Contractor</i> shall not work on the <i>Site</i> or deliver materials for which delivery slips submitted to the <i>Owner</i> are the basis of payment unless the <i>Site Inspector</i> is present. However, if the <i>Contract Administrator</i> deems these requirements inappropriate then this requirement may be waived.

*18.4	.2	Holdbacks	Delete GC17.4.2 and replace with the following: “Defects and Deficiencies: In addition to other holdbacks as provided by the <i>Contract Documents</i> , when considering <i>Substantial Performance</i> , the <i>Owner</i> may hold back from payments otherwise due to the <i>Contractor</i> 200% of a reasonable estimate, as determined by the <i>Contract Administrator</i> , on account of deficient or defective <i>Work</i> already paid for. This holdback may be held, without interest, until all deficiencies and/or defects are remedied. The items of defect or deficiency and the amounts of related holdback shall be listed separately on the <i>Payment Certificate</i> .”
21.2	.1	Workers Compensation Regulations	Delete GC 2 1.2.1 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. The Contractor shall have a safety program acceptable to the Workers’ Compensation Board and shall ensure that all Workers’ Compensation Board safety rules and regulations are observed during performance of this contract, not only by the Contractor but by all sub-contractors, workers, material personnel and others engaged in the performance of this contract. The Contractor shall indemnify the City of Cranbrook and hold harmless the City of Cranbrook from all manner of claims, demand, costs, losses, penalties and proceedings arising out of or in any way related to unpaid Workers’ Compensation Board assessments owing from any person or corporation engaged in the performance of this contract, or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers’ Compensation Board, including penalties levied by the Workers’ Compensation Board.”
*24.1	.5	Required Insurance	Delete GC24.1.5 and replace with the following: “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 GC24.1.1 (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> .”

25.1	.2	Correction of Defects	<p>Add to Clause:</p> <p>“Where in the opinion of the <i>Owner</i>, delay would cause serious loss or damage, repairs may be made without notice being sent to the <i>Contractor</i> and all expenses incurred will be charged to the <i>Contractor</i>.”</p>
25.4	.1	Representation of Warranties	<p>Vendor's Warranties. The Vendor represents and warrants to the Owner that:</p> <p>(a) the Vendor has the full power and authority to enter into and perform its obligations under this Agreement. Any service disruption that may be required shall be carefully planned in advance and conducted in accordance with the Owner's directions. Any temporary servicing required shall be at the Vendor's expense;</p> <p>(b) there are no outstanding contracts, commitments, covenants, or agreements to which the Vendor is a party which conflict with this Agreement or which may limit, restrict, or impair the rights or the ability of the Vendor to perform its obligations hereunder;</p> <p>(c) the Vendor has the right to sell the Equipment;</p> <p>(d) the Equipment is new and not "used" or refurbished unless the fact that Equipment has been used or refurbished has been disclosed to the Owner in writing and the Owner has given its prior written consent, whose consent may be granted or withheld or be subject to, a reduction in the purchase price or other conditions;</p> <p>(e) the Documentation contains a complete description of the Equipment and is a complete guide to the installation and operation of the Equipment;</p> <p>(f) the Equipment (i) conforms to the Documentation and the description in the Contract documents, (ii) does not contain any device or code that may damage or harm, surreptitiously intercept, lock, disable, modify, delete, or otherwise adversely affect, or facilitate unauthorized access to and use of, the Equipment or any computer system or equipment or any related data with which the Equipment are or may be used, (iii) has the necessary approvals, permits, consents, and licenses, (iv) complies with all applicable laws, including, without limitation, export and import laws, and (iv) is free from defects in material and workmanship during the Warranty Period;</p> <p>(g) the Vendor has secured the rights from the appropriate third parties to incorporate, embed, install or otherwise use third party products or materials in the Equipment;</p> <p>(h) ownership or use of the Equipment by or on behalf of the Owner or its Affiliates or their respective successors and assigns does not, and shall not, violate, infringe, or misappropriate, the Intellectual Property or proprietary rights of any third party; and</p> <p>(i) the Warranty Services shall be rendered in a competent, professional, workmanlike manner by knowledgeable, trained and qualified personnel.</p>

26.3	.1	Effect on Maintenance Period	<p>Delete GC 26.3.1 and replace with the following: .1 There will be no effect on the Maintenance Period if the Owner takes over and begins to use a portion of the Work before Substantial Performance is achieved. The Maintenance Period for all Work shall commence from the date of Substantial Performance of the Contract.</p>
27.1	.1	Equipment	<p>Add the following: .1 Factory Testing. The Vendor shall, at its own expense, conduct operational tests on such Equipment for a minimum of one (1) day prior to Delivery of the Equipment. The Vendor shall notify the Owner five (5) days in advance of the day factory testing is to commence. The Owner reserves the right to attend the factory/operational testing, and to inspect the Equipment prior to delivery. The factory testing inspection shall not be deemed to be a final inspection or as acceptance of the Equipment. .2 Acceptance. Prior to shipping the Equipment to the Owner, the Vendor shall perform its standard factory inspection tests. The Owner shall have the right to monitor such factory inspection tests and to conduct its own incoming inspection and testing of the Equipment. The owner shall not be deemed to have accepted the Equipment until such time it has. (a) been successfully field tested and started up by the Vendor; (b) been successfully commissioned and integrated into the Project ; and (c) no Deficiencies in the Equipment have been provided in writing to the Vendor; following which time the Owner shall issue a written acceptance of the Equipment to the Vendor. (the "Acceptance Notification")...[continued on next page]</p>

			<p>The Owner shall return any Equipment that it has not accepted to the Vendor freight prepaid, and the Vendor shall credit those charges against the Owner's account and pay the return freight charges to ship the repaired or replacement Equipment to the Owner. Upon receipt by the Vendor of Equipment returned by the Owner, the Vendor shall have not more than five (5) Business Days (unless a longer period has otherwise been agreed to by the Owner in writing) to either:</p> <p>(a) modify, adjust or repair the Equipment, at no cost or expense to the Owner; or</p> <p>(b) replace or add the necessary Equipment components, at no additional cost or expense to the Owner,</p> <p>and provide the Owner with a modified, adjusted, repaired, replaced, or added to, Equipment. Upon receipt by the Owner of such Equipment, the Owner shall have the right to re-test the Equipment for the same period as that given to the original Equipment hereunder. If such Equipment fails the re-test, the Owner shall have the right to cancel the Purchase Order in respect to all or any part of such Equipment and return such Equipment to the Vendor at the Vendor's expense.</p> <p>Any act of payment or pre-payment by the Owner of the Equipment, or freight or other charges relating to testing, re-testing or acceptance of the Equipment, shall not be construed as acceptance by the Owner of the Equipment. Further, the Owner's acceptance of the Equipment shall not waive or otherwise diminish any of the Owner's warranty rights or services under this Agreement.</p>
28.1	.1	Spare Parts Availability.	<p>The Vendor shall, throughout the Term, maintain replacement parts or their functional equivalent, at the component level, for the Equipment. The Vendor has the right to discontinue supply of replacement parts or their functional equivalent at any time after the Term, provided that the Vendor gives the Owner at least three (3) months written notice prior to such discontinuance.</p>
29.1	.1	Novation Agreement	<p>The <i>Contractor (Vendor)</i> shall enter into the Novation Agreement in Appendix 6 and assume the role of the Vendor.</p>

Supplementary Specifications

These Supplementary Specifications must be read in conjunction with the Master Municipal Specifications contained in the Master Municipal Construction Documents, Volume II, Platinum Edition 2009.

Reference No. 14602

Owner: District of Elkford
(NAME OF OWNER)

Contract: Water Loss Management Implementation – Procurement Tender
(TITLE OF CONTRACT)

Reference No. 2441-00531-00
(CONSULTANT CONTRACT REFERENCE NO.)

Spec #	Paragraph #	Title	Action
33 11 01	1.8.14	Pressure Reducing and Flow Monitoring Stations	<p>Add Item 1.8.19: "Payment for the supply Pressure Reducing and Flow Monitoring Chambers shall be paid at the lump sum price shown on the Schedule of Quantities and Prices, for each chamber in accordance with the below payment schedule, and shall include all labour, equipment and materials required to supply and delivery the concrete chamber, pipes, fittings, valves, braces, hangers, gauges, components, hardware, and any other items as shown on the Contract Drawings. <u>Payment Schedule:</u> " (a) <i>Shop Drawings</i>– up to a cumulative five (10%) percent of the Lump Sum Price will be paid on completion and acceptance by the Contract Administrator of the final shop drawings; (b) <i>Equipment Manufacturing</i> – including section 5.2(a), up to a cumulative twenty (30%) percent of the Lump Sum Price will be paid upon the issuance of the authorization to proceed with manufacturing; (c) <i>Equipment Delivery</i> – including sections 5.2(a), 5.2(b) and 5.2(c), up to a cumulative fifty (100%) percent of the Lump Sum Price will be paid on the receipt of all Equipment by the <i>Installation Contractor</i></p> <p><u>Payment for Start Up and Commissioning shall be as follows:</u> (d) <i>Start-Up and Commissioning</i> –up to a cumulative fifty (50%) percent of the Lump Sum Price will be paid on successful start-up and commissioning of the Equipment. (e) <i>Final Payment</i> – including sections 5.2(a), 5.2(b), 5.2(c), 5.2(d) and 5.2(e), up to a cumulative one-hundred (100%) percent of the Lump Sum Price will be paid upon the Equipment having operated successfully without major fault or deficiency for two weeks following successful commissioning.</p>
33 11 01	3.19	.1	<p>Replace paragraph 3.19.1 with the following: Upon completion of manufacturing and assembly and prior to delivery to site, contact the Contract Administrator and The Installation Contractor to witness testing as per SGC 27.1. Provide a pressure test to in accordance with Section 33 11 01. All pressure reducing stations shall be tested to 135 PSI and the water metering station shall be tested to 205 PSI.</p>