

Tender Documents

Village of Pemberton

May, 2021

Pemberton Wellhouse Generator Installation

Contract No. 2021-02



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Owner: Village of Pemberton
(NAME OF OWNER)

Contract: Pemberton Wellhouse Generator Installation
(TITLE OF CONTRACT)

Reference No. 2021-02
(OWNER'S CONTRACT REFERENCE NO.)

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Owner: Village of Pemberton
(NAME OF OWNER)

Contract: Pemberton Wellhouse Generator Installation
(TITLE OF CONTRACT)

Reference No. 2021-02
(OWNER'S CONTRACT REFERENCE NO.)

The Owner invites tenders for: Installation of standby generator at wellhouse along Aster Street. The works include the following items, but are not limited to:

- General Site Grading & Prep
- Construct Structural Concrete Slab
- Gravel Surfacing
- Install Fence
- Install Standby Generator and Electrical Systems

(BRIEF DESCRIPTION OF THE WORK)

Contract Documents are available at:

This Tender is being issued electronically through the BC Bid website (www.bcbid.gov.bc.ca) where any interested party may download the Tender documents directly from the aforementioned website. No registration, tracking or other recording of Tender document holders will be performed by the Village of Pemberton. All addenda, amendments or further information will be published on the BC Bid website. It is the sole responsibility of the Tenderer to monitor the website regularly to check for updates.

The Contract Documents are available for viewing at:

Village of Pemberton
7400 Prospect Street
PO Box 100
Pemberton, BC V0N 2L0

(ADDRESS WHERE CONTRACT DOCUMENTS CAN BE VIEWED)

Tenders are scheduled to close:

Tender Closing Time: 2:00 pm local time

Tender Closing Date: May 19th, 2021

Address:

Village of Pemberton
7400 Prospect Street
PO Box 100
Pemberton, BC V0N 2L0
tcsima@pemberton.ca

(EMAIL ADDRESS WHERE TENDERS MUST BE SUBMITTED)

Name of Owner's representative:

Graham Schulz, P.Eng.
ISL Engineering and Land Services Ltd.
Phone: 604-815-4646, E-Mail: gschulz@islengineering.com

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2.0	Tender Documents	IT – 2
3.0	Submission of Tenders	IT – 2
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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 PLATINUM EDITION OF THE PUBLICATION
“MASTER MUNICIPAL CONSTRUCTION DOCUMENTS” SPECIFIED IN ARTICLE 2.2 BELOW)**

Owner: Village of Pemberton
(NAME OF OWNER)

Contract: Pemberton Wellhouse Generator Installation
(TITLE OF CONTRACT)

Reference No. 2021-02
(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:

Installation of standby generator at wellhouse along Aster Street. The works include the following items, but are not limited to:

- General Site Grading & Prep
- Construct Structural Concrete Slab
- Gravel Surfacing
- Install Fence
- Install Standby Generator and Electrical Systems

1.2 Direct all technical inquiries regarding the *Contract*, to:

Graham Schulz, P.Eng.

Contract Administrator

(NAME AND POSITION OF INDIVIDUAL WHO WILL ANSWER INQUIRIES)

Address: ISL Engineering and Land Services Ltd.

101, 38026 Second Avenue

Squamish, BC V8B 0C3

Phone: 604-815-4646

Email: gschulz@islengineering.com

Direct all general inquiries regarding the *Contract*, to:

Tom Csima

Manager of Operations & Projects

(NAME AND POSITION OF INDIVIDUAL WHO WILL ANSWER INQUIRIES)

Address: Village of Pemberton

7400 Prospect Street

PO Box 100, Pemberton, BC V0N 2L0

Phone: 604-894-6135 ext. 240

Email: tcsima@pemberton.ca

Tenderers should reference on the subject line of the email the Contract title and reference number as noted above. Tenderers are encouraged to submit inquiries at an early date to permit consideration by the Owner. Tender questions submitted after 5:00pm on May 18, 2021 may not receive a response.

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 electronically to the email address noted below. The email should indicate the Contract Title and Contract No. (See Tender Documents cover page) in the subject line and the proponents full legal name in the body of the email.

Tenderers should note that the maximum acceptable email size is 8MB. If greater than 8GB the Tenderer should email response in multiple emails with each email indicating the total number of emails being sent. All emails must be received prior to the Submission Deadline.

on or before

Tender Closing Time: 2:00 pm local time

Tender Closing Date: May 19th, 2021

At

Address: Village of Pemberton
Tom Csima

tcsima@pemberton.ca

(ADDRESS WHERE TENDERS MUST BE SUBMITTED)

- 3.2 Late tenders will not be accepted or considered.
- 3.3 **Depending on the available funds to complete the work program, the scope of the work may be decreased due to budget constraints. The *Owner* reserves the right to reduce or remove projects based on available funds.**

4.0 Pre-Tender Meeting

- 4.1 There will be no pre-tender meeting for this project

5.0 Additional Instructions to Tenderers

- 5.2 Additions and Deletions to Instructions to Tenderers: Part II

<u>Par. #</u>	<u>Title</u>	<u>Action</u>
5.2.2	Tender Requirements - Cash, Bank Draft, Letter of Credit	Delete entire paragraph.
12.1	Amendment of Tenders	Change “hand, mail or fax” to “hand or mail” and add “An amendment by email or fax will not be accepted. Amendments by fax will be accepted”
15.4	Award	Insert the following clause: “The lowest or any tender will not necessarily be accepted. Without limiting the generality of the foregoing, any tender which is incomplete, obscure or irregular may be rejected, any tender having erasures or corrections in the Form of Tender: Appendix 1, Schedule of Quantities & Prices may be rejected, any tender in which unit prices are omitted or in which unit prices are obviously unbalanced may be rejected, any tender accompanied by an insufficient bond may be rejected, any tender that has any deletions, alterations, or changes in the <i>Contract Documents</i> as listed in Schedule 1 and 2 of the Agreement may be rejected.”

Basis of Contract Award & Acceptance

In reviewing tenders and awarding the *Contract* for this project the *Owner* may consider not only the tendered prices but the overall value that the tender represents to the *Owner* based on quality, service and price, and the tenderer's experience and qualifications considered essential by the *Owner* for the satisfactory completion of this type and size of project, including:

- a) Bonding capability.
- b) Financial capability.
- c) Previous completed projects of this type and/or size.
- d) Major projects now being undertaken by the tenderer.
- e) Key office and site personnel to be assigned by the tenderer to this project.
- f) Time for completion of the *Work*.
- g) The past experience of the *Owner* and/or other project owners with respect to the tenderer's performance in completing projects in a timely, efficient and satisfactory manner, the tenderer's methods of doing business and the tenderer's ability to establish and maintain a good working relationship with a project owner.

The *Owner* reserves the right to award the *Contract* based on the above pre-requisites and to reject without further consideration, any tender which in its opinion, does not meet the criteria it considers essential for this project.

The tenderer, by submitting a tender, agrees that it will not make a claim against the *Owner*, for whatever reason, relating to the tender, the tender documents, or the competitive

tender process. The tenderer, by submitting a tender, waives any claim or recovery for loss of profits or any prospective damages whatsoever if no *Contract* is entered into with the tenderer. In no event, shall the Owner be liable for the Tenderer's cost of preparing and submitting a tender, which shall be done by the Tenderer at its sole risk.

5.3 Form of Submission

The tenderer must submit their pricing on the Form of Tender provided in this document.

5.4 Note that the Master Municipal Construction Document **(this contract is based on the Platinum Edition)** must be purchased separately from:

Support Services Unlimited
#102, 211 Columbia St
Vancouver BC V6A 2R5

Attention: Ms. Donna Denham
Phone: 604- 681-0295

5.5 17.1 Optional Work

Change "Optional work as defined in GC1.41", to "Optional Work, as defined in GC 1.48".

5.6 Contractor is to familiarize himself/herself with IT Part II – Section 10.0

5.7 **Hours of Work**

The work shall take place during the hours of 7:00 AM to 6:00 PM, Monday through Friday.

No work on Saturdays, Sundays or Statutory Holidays will be permitted except in case of emergency and then only with written permission of the Contract Administrator and to such extent as he deems necessary.

5.8 **Contract Time**

The Tenderer may alter the substantial contract time noted in the Form of Tender; however, they shall be responsible for inspection costs incurred for each working day beyond the noted time subject to the Provisions of the General Conditions. The applicable cost will be \$1,500 per working day, excluding overtime work which will be subject to the provisions of Clause 4.7 - 'Overtime Work' of the Instructions to Tenderers.

- 5.9 **Overtime Work**
The Contractor should not schedule construction work requiring inspection in excess of the standard 40-hour working week.

With approval of the Contract Administrator, extended working hours on working days will be permitted for operations which must reasonably be completed on that date. The Contractor will be charged for the costs of inspection required during overtime hours, during weekends and during statutory holidays. Overtime hours will be determined in accordance with the Employment Standards as set by the Province of B.C.

- 5.11 **Start Date, Milestone and Substantial Performance**

Start of construction shall be no earlier than May 31, 2021 unless otherwise accepted by the Contract Administrator.

The Tenderer must complete and prepare the concrete slab to receive the generator by June 18, 2021 (To be delivered June 21 – July 5)

Substantial performance shall be achieved on or before July 30, 2021.

- 5.12 Add clause 15.5 in the Instructions to Tenderers – Part II as follows:

Award of tender contract will be subject to receipt of budget funding.

- 5.13 The Contractor's staging is to be submitted for review prior to construction for acceptance by the Contract Administrator. The works shall be staged in phases so that only one section is demolished at a time. The Contractor may proceed to the next section only when the demolished block is restored to a safe and usable condition as determined by the Contract Administrator.

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: Village of Pemberton
(NAME OF OWNER)

Contract: Pemberton Wellhouse Generator Installation
(TITLE OF CONTRACT)

Reference No. 2021-02
(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)

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

**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*; and

2.2 to complete Concrete Slab installation by June 18, 2021 and achieve Substantial Performance on or before July 30, 2021; and
(WORK DURATION OR DATE)

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.

3.2 that we understand and agree that the *Owner* is in no way obligated to accept this Tender.

Tenderer's Initials _____

- 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.
 - 4.1.3 the *Consent of Security* - Performance, Labour and Materials Payment filled and signed.
- 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 10 *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

Tenderer’s Initials _____

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: _____
Email: _____
Attention: _____

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

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Tenderer's Initials _____

Form of Tender - Appendix 1
PEMBERTON WELLHOUSE GENERATOR

CONTRACT#2021-02

SCHEDULE OF QUANTITIES AND PRICES

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

ITEM NO.	DESCRIPTION	AMOUNT
1.0	Genset Site Works	

TENDER PRICE	
<i>GST (5%)</i>	
TENDER PRICE INCLUDING GST	

Tenderer's Initials_____

ITEM NO.	MMCD REF.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1.0	Genset Site Works					
MMCD 03 30 53 - CAST-IN-PLACE CONCRETE						
1.01	1.5.3*	Structural Concrete Slab & fasten Genset to Slab	Lump Sum	1		
MMCD 31 22 01 - SITE GRADING						
1.02	1.4.2*	Site Grading and Prep	Square Meter	180		
MMCD 32 11 23 - GRANULAR BASE						
1.03	1.4.2	19mm Crush for Gravel Area (200mm Thickness)	Square Metre	180		
MMCD 32 31 13 - CHAIN LINK FENCES AND GATES						
1.04	1.5.1	Chain Link Fence - 25m	Lump Sum	25		
1.05	1.5.2	Gate - One Man Door, One Double Swing Gate	Lump Sum	1		
15 00 00 GENSET ELECTRICAL						
1.06	1.0.1*	Install Genset Electrical	Lump Sum	1		
Subtotal Carry Forward to Schedule of Quantities Summary Item 1						

Tenderer's Initials_____

**APPENDIX 3
EXPERIENCE OF SUPERINTENDENT**

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

Owner: Village of Pemberton
(NAME OF OWNER)

Contract: Pemberton Wellhouse Generator Installation
(TITLE OF CONTRACT)

Reference No. 2021-02
(OWNER'S CONTRACT REFERENCE NO.)

Name: _____

Experience: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Tenderer's Initials _____

**APPENDIX 4
COMPARABLE WORK EXPERIENCE**

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

Owner: Village of Pemberton
(NAME OF OWNER)

Contract: Pemberton Wellhouse Generator Installation
(TITLE OF CONTRACT)

Reference No. 2021-02
(OWNER'S CONTRACT REFERENCE NO.)

PROJECT	OWNER / CONTACT NAME PHONE and FAX	WORK DESCRIPTION	VALUE (\$)
	Owner / Contract _____ Email _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Email _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Email _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Email _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Email _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Email _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Email _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Email _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Email _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Email _____ Phone () _____ Fax () _____		

Tenderer's Initials _____

(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

This agreement made in duplicate this
_____ day of _____, 20__.

Owner: Village of Pemberton
(NAME OF OWNER)

Contract: Pemberton Wellhouse Generator Installation
(TITLE OF CONTRACT)

Reference No. 2021-02
(OWNER'S CONTRACT REFERENCE NO.)

BETWEEN:

The Village of Pemberton
(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 Contractor will perform all Work and provide all labour, equipment and material and do all things strictly as required by the Contract Documents. |
| | | 1.2 | The Contractor will commence the Work in accordance with the Notice to Proceed. The Contractor will proceed with the Work diligently, will perform the Work generally in accordance with the construction schedules as required by the Contract Documents and will achieve Substantial Performance of the Work on or before July 30, 2021 subject to the provisions of the Contract Documents for adjustments to the Contract Time |
| | | 1.3 | Time shall be of the essence of the Contract. |
| 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

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*:

Village of Pemberton

7400 Prospect Street

Pemberton, BC V0N 2L0

Fax: 604-894-6136

Email: tcsima@pemberton.ca

Attention: Tom Csima

The *Contractor*:

Fax: _____

Email: _____

Attention: _____

The *Contract Administrator*:

ISL Engineering and Land Services Ltd

#101-38026 Second Avenue

Squamish BC, V8B 0C3

Fax: 604-815-4647

Email: gschulz@islengineering.com

Attention: Graham Schulz, P.Eng.

- 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:

Village of Pemberton

(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 Drawings

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*.

Agreement, including all Schedules;

Supplementary General Conditions;

General Conditions*;

Supplementary Specifications;

Specifications*;

Supplementary Standard Detail Drawings;

Standard Detail Drawings*;

Executed Form of Tender, including all Appendices;

Contract Drawings listed in Schedule 2 to the Agreement, –“List of *Contract Drawings*”;

Instructions to Tenderers - Part I;

Instructions to Tenderers - Part II*;

The following Addenda:

(ADDENDA, IF ANY)

MMCD Supplementary Updates

2016-11-18	2012-05-30
2015-11-02	2011-08-08
2014-09-19	2011-08-04
2014-07-15	PVC C900 Pipe Specification Clarification
2014-02-28	2010-05-18
2013-06-13	2010-03-25
2012-08-07	2009-11-19
2012-06-08	

As provided on website as of tender closing date: www.mmcd.net

(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
Drawings**

TITLE	DRAWING NO.	DATE	REVISION DATE	REVISION NO.
COVER SHEET	00	April 14· 2021	April 14· 2021	1
CIVIL NOTES AND DETAILS	01	April 14· 2021	April 14· 2021	1
CIVIL SITE PLAN	02	April 14· 2021	April 14· 2021	1
CIVIL CONCRETE SLAB DETAILS	03	April 14· 2021	April 14· 2021	1
ELECTRICAL SPECIFICATIONS AND DETAILS	04	April 19· 2021	April 19· 2021	1
ELECTRICAL EQUIPMENT LAYOUT	05	April 19· 2021	April 19· 2021	1

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.

CIVIL SECTION

**SUPPLEMENTARY SPECIFICATIONS INDEX
PEMBERTON WELLHOUSE STANDBY GENERATOR**

DIVISION 1 – GENERAL REQUIREMENTS

01010SW General Information
01 33 01S Project Record Documents
01 52 01S Temporary Structures
01 57 01S Environmental Protection
01 58 01S Project Identification

DIVISION 3 – CONCRETE

03 30 53S Cast-in-Place Concrete

DIVISION 15 – MISCELLANEOUS

15 00 00S Genset Electrical

DIVISION 31 – EARTHWORKS

31 22 01S Site Grading

1.0	Master Municipal Construction Documents	.1	<p>The Supplementary Specifications contained herein must be read in conjunction with the Master Municipal Specifications contained in the Master Municipal Construction Documents, Volume II as identified in the Instructions to Tender Article 2.2.</p>
2.0	Format and Numbering System	.1	<p>The Supplementary Specifications follow the same format and numbering system as the Master Municipal Specifications, but is differentiated from it by having the letter “S” placed after the section number.</p>
3.0	Construction Survey Layout	.1	<p>Payment for survey layout shall be considered incidental to the work performed and no additional payment will be made to the contractor.</p> <p>All iron pins and wooden witness posts, disturbed by the Contractor shall be re-established by Registered British Columbia Land Surveyors, at the Contractor’s cost, and the appropriate authorities advised of the revised elevation and coordinates. Contractors are advised that the Contract Administrator will monitor construction to ensure that disturbed pins are replaced at the Contractor’s cost prior to completion of the Contract. A deficiency holdback of \$5,000 per disturbed monument will be kept should the disturbed monument not be able to be reinstated prior to completion of construction.</p>
4.0	Description of Work	.1	<p>Installation of standby generator at wellhouse along Aster Street. The works include the following items, but are not limited to:</p> <ul style="list-style-type: none"> • General Site Grading & Prep • Construct Structural Concrete Slab • Gravel Surfacing • Install Fence • Install Standby Generator and Electrical Systems
5.0	Safety Procedures	.1	<p>Entry Procedure for Confined Space: The Contractor shall be responsible for familiarization with this and all WSBC requirements.</p>
6.0	Safety - Work Near Overhead and Underground Power Lines or Other Utilities	.1	<p>All works shall be in strict compliance with WorkSafe BC Industrial and Safety Regulations Section 24 when working near or under any overhead power lines.</p> <p>The Contractor must be fully aware of the danger to workers and shall take all necessary safety precautions when working near to existing utilities, such as high pressure gas, water line and BC Hydro lines.</p>
7.0	Certification	.1	<p>The Contractor should have on site during watermain installation, a worker who has completed the Environmental Operators Certification Program (EOCP) for water distribution</p>

systems.

- 8.0 Materials Testing**
- .1 *(Reference MMCD GC4.12)*
Materials and density testing will be carried out as directed by the Contract Administrator. Initial testing carried out at the Contract Administrator's direction will be paid for by the Village. Where initial tests fail and subsequent testing is deemed necessary by the Contract Administrator, the cost of the subsequent testing shall be the responsibility of the Contractor.
- 9.0 Record Drawing**
- .1 The Contractor will keep one set of drawings on-site that will be marked up in red ink identifying any changes made during the construction. This copy will be turned over to the Contract Administrator following completion of all works.
- 10.0 Interfering Services**
- .1 .1 The Contractor shall, at his own expense, provide for the uninterrupted flow of all watercourses, sewers, drains, and any other utility encountered during the work.
- .2 When other utility structures are encountered, the Contractor shall support them to the satisfaction of the Contract Administrator so as to protect them from damage. The Contractor shall, at his own expense, at once repair and make good any damage which may occur to any watermains, service or utility pipes, or facilities, or to any electrical conductor or telephone facility or to any sidewalk, crosswalk as a result of this operation.
- .3 It is the Contractor's responsibility wherever necessary to determine location of existing pipes, valves, or other underground structures. Wherever it is necessary to explore and excavate to determine the location of the existing underground structures, the Contractor at his own expense shall make explorations and excavations for such purposes.
- .4 Where gas mains and/or service lines exist in the vicinity of the proposed work, the Contractor shall consult the officers of the gas company prior to commencing operations and arrange for mutually agreeable procedure for their protection. Costs associated with this are incidental to the work.
- .5 When existing poles conflict with the proposed works, the Contractor shall consult B.C. Hydro and TELUS prior to commencing operations and advise the Contract Administrator with the works to be undertaken. Costs associated with pole holding /support are incidental to the work.

- 11.0 Environmental Protection** .1 The Contractor is advised that he is responsible for all necessary measures required to prevent the transportation of any silt or other deleterious material from the site into any fish bearing watercourses or their tributaries. All requirements of MMCD 01 57 01, the Ministry of Environment, Lands and Parks, Fish and Wildlife Branch and Fisheries & Oceans Canada, with respect to air, earth and water pollution, must be strictly adhered to.
- Refer to Section 01 57 01S Environmental Protection for further information.
- The Village of Pemberton retain an environmental monitor for this project as required.
- 12.0 Metric Units of Measurement** .1 All the units of measurement for payment in this Contract are metric units as modified by the internationally agreed S.I. Units (System International).
- However, as the construction industry is not entirely converted to S.I. Units, some conversions will need to be made for purpose of month end and Final Progress Estimates.
- The following conversion factors will be used in this Contract:
- | | |
|--------------|---------------------|
| 1 ton | =0.907 tonnes |
| 1 cubic yard | =0.765 cubic metres |
| 1 foot | =0.3048 metres |
- 13.0 Disposal Site** .1 The Contractor is responsible for the provision of all off-site disposal sites for materials that are to be removed from the construction sites in this Contract and shall provide the location of the off-site disposal site including all required permits or agreements allowing for use of such disposal site to the Contract Administrator prior to construction.
- The Contractor is responsible for all fees, permits and costs associated with the off-site disposal of materials.
- 14.0 Permits from Outside Agencies** .1 The Contractor is responsible to obtain and pay for all permits required from outside agencies.
- 15.0 Temporary Drainage Facilities** .1 All required temporary drainage facilities, measures for control of ground water during construction and restoration of temporary drainage ditches after construction shall be considered as incidental to work being performed under this Contract and no separate payment will be made for this work. Contractor shall provide adequate measure to prevent erosion during construction. Any damage to drainage facilities during construction shall be repaired immediately. All works

considered incidental to the Contractor

16.0 Notice to Businesses and Residents

- .1 The Contractor is required to deliver a letter written by the Village of Pemberton to all properties which may be affected by construction not less than one week and not more than two weeks prior to construction.

Notify business and residents directly affected by the work 48 hours in advance of commencement of construction.

Cost of notifying residents of ensuing construction and delivery of letters is incidental to the Contract.

17.0 Optional Work

- .1 All items included in the Schedule of Quantities and Prices which shall be stated to be Optional Work shall be used only as directed and at the sole discretion of the Contract Administrator. All or any unused portion of these sums shall revert to the Village and shall be deducted from the Contract Price before final payment is made

18.0 Coordination with Other Contractors/Construction Staging

- .1S The Contractor shall coordinate with BC Hydro and other utility providers as required and protect existing third party infrastructure at all times to the satisfaction of the respective utility owner.

The Contractor shall make allowances in his tender price for delays while this work is done. No additional payment will be made for delays caused by BC Hydro and other utility providers' works or scheduling.

19.0 Construction Phasing

- .1S The Contractor will prepare and present a construction phasing plan for review and approval by the Village, Contract Administrator prior to construction.

END OF SECTION

- 1.3 **Submission** .2 *(Replace clause 1.3.2 as follows)*
Submit one copy of project record documents in final form prior to applying for Substantial Performance. Substantial Performance will not be issued until record documents (field mark-ups) have been submitted and accepted by the Contract Administrator.
- 1.7 **Recording Actual Site Conditions** .5 The Contractor will keep one set of drawings on-site that will be marked up in red ink identifying any changes made during the construction. This copy will be turned over to the Contract Administrator following completion of all works.
- The Contractor shall be responsible for the detailed setting out of the work and recording all data required to compile record drawings, including digital survey for record drawings.
- At a minimum the Contract Administrator will confirm the ongoing updates to these documents prior to each Progress Payment. Payment for recording data for record drawings shall be considered incidental to the work performed and no additional payment will be made to the contractor.

END OF SECTION

1.3 Site offices

.1S *(amend clause 1.3.1 as follows)*

A Contract Administrator's temporary office will not be required for this project.

END OF SECTION

- 1.2 **Temporary Erosion
and Sediment Controls** .1 .1S *(Delete 1.2.1.1 and replace with the following)*
- Drainage, Erosion and Sediment Control*
- “Properly drain all portions of the site. Protect the site and the watercourses to which it drains, directly or indirectly, against erosion and siltation in accordance with the Sediment Control Plan as prepared by the Contractor and accepted by the Contract Administrator during construction and until the maintenance period is completed. Ensure no silt, gravel, debris or other deleterious substance resulting from construction activity discharges into existing drainage systems or watercourses or onto highways or adjacent property. The Contractor is responsible for all damage that may be caused by water backing up or flowing over, through, from or along any part of the work or otherwise resulting from his operations.
- “Keep existing culverts, drains, ditches and watercourses affected by the work clear of excavated material at all times. When it is necessary to remove or alter an existing drainage structure, provide suitable alternative measures for handling the drainage. Adequately support culverts and drainpipes across trenches to prevent displacement and interference with the proper flow of water due to trench settlement.
- “Sweep streets, and clean catch basins, manhole sumps, detention tanks, and maintain siltation controls as often as the Contract Administrator deems necessary.
- “Follow all Federal and Provincial regulations and guidelines respecting protection of fish, fish habitat, and watercourses.
- 1.4 **Environmental
Protection** .3 *(add clause 1.4.3.5S as follows)*
- Immediately contain and clean up any leaks and spills of prohibited materials on the job site.
- (add clause 1.4.3.6S as follows)*
- Ensure that a well-stocked spill kit is on-site at all times and that the Contractor’s employees are familiar with appropriate spill response techniques.
- (add clause 1.4.3.7S as follows)*
- Immediately notify the Contract Administrator and the Director of any leaks or spills of prohibited materials that occur on the job site.

(add clause 1.4.3.8S as follows)

Ensure that any fuel stored on-site is located at least 15 metres from the nearest stream, and is placed within a bermed and lined area, in order to prevent leaks or spills into the environment

(add clause 1.4.3.9S as follows)

Ensure that no equipment fueling or servicing is conducted within 15 metres of a stream.”

1.9S

**Archaeological /
Historical Resources**

(add)

Immediately cease work and inform the Contract Administrator and the Village, if any archaeological or historical resources are encountered during construction. Leave these resources in-place and do not disturb them in any way.”

END OF SECTION

1.5 Measurement and
Payment

.3S *(Delete 1.5.3 and replace with the following)*
Payment for cast in place reinforced concrete retaining wall, slabs, stairs and other items includes all formwork, reinforcements, **excavation, subgrade preparation and backfill** to receive concrete pour, construction, expansion joints and attachment of generator to the reinforced concrete slab, all as shown on Contract Drawings.

Payment under this section will be lump sum for all cast-in-place concrete works.

END OF SECTION

- 1.0 Measurement and Payment**
- .1S *(Add clause 1.0.1 as follows)*
Lump sum payment for the complete installation of electrical systems, automatic transfer switch, connecting and commissioning genset supplied by owner, all as detailed in Contract Drawings.
- Lump sum price includes all permits and fees for electrical inspections, testing and all other costs associated electrical work undertaken by others.

END OF SECTION

1.4 Measurement and
Payment

.2S *(Delete 1.4.2 and replace with the following)*

Payment for rough site grading includes cut and fill excavation, **no on-site redistribution** and compaction to design elevations and grades with offsite disposal of surplus materials **to be included in payment for site grading.**

Measurement for rough site grading will be made for the entire area graded including excavating and filling.

END OF SECTION

Owner: Village of Pemberton
(NAME OF OWNER)

Contract: Pemberton Wellhouse Generator Installation
(TITLE OF CONTRACT)

Reference No. 2021-02
(OWNER'S CONTRACT REFERENCE NO.)

General Conditions #	Paragraph #	Title	Action
3	.2	Authority	Delete GC3.2.2 and replace with: "Nothing contained in the <i>Contract Documents</i> shall create any contractual relationship or other relationship recognized by law between the <i>Contract Administrator</i> and the <i>Contractor</i> , subcontractors, suppliers, or their agents, employees or other persons performing any of the <i>Work</i> .
4.3	.1	Protection of <i>Work</i> , Property and the Public	Add: Within the terms of this clause, the <i>Contractor</i> is responsible for the protection of existing power and telephone poles during the term of the <i>Contract</i> .
	.4		Delete GC 4.3.4 and replace with the following: Before commencing any <i>Work</i> at the <i>Place of the Work</i> , the <i>Contractor</i> shall be responsible to locate in three dimensions all underground utilities and structures indicated on the <i>Contract Documents</i> as being at the <i>Place of the Work</i> . The <i>Contractor</i> shall also be responsible to consult with all utility corporations that provide electrical, communication, gas or other utility services in the area of the <i>Place of the Work</i> , to locate in three dimensions all underground utilities for which they have records. The <i>Contractor</i> shall also locate in three dimensions any other utilities or underground structures that are reasonably apparent in an inspection of the <i>Place of the Work</i> . The <i>Contractor</i> shall contact BC One Call at least 48 hours prior to excavating to advise of the <i>Work</i> .
	.9		4.3.9 (add new clause 4.3.9 as follows): Ensure properties impacted by the construction receive re&re works adjacent to their entries and frontages in a timely and orderly manner. Areas should not be left unfinished for storeowners fronting onto the project. Provide comprehensive works such that completed blocks or sections of the project may be open to the public without entry or egress safety concerns, or risk of

			weed and invasive establishment on untended soils.
	.10		4.3.10 (add new clause 4.3.10 as follows) Report scheduled efforts for road "blocks" of construction and temporary parking removal, such that the Village of Pemberton may be able to respond to resident and storeowner questions about construction scheduling immediately.
	.11		4.3.11 (add new clause 4.3.11 as follows) Provide 10 Days advanced notice of timing of construction activities that may generate resident concern or complaint, including but not limited to: a) Tree removal b) Periods of heavy equipment noise or vibration c) Periods of asphalt or similar material installation that could generate noxious smells Ensure that dust or particulate matter generated close to storefronts are cleaned up expeditiously to avoid concern/complaint.
4.5	.1	Errors, Inconsistencies or Omissions in the <i>Contract Documents</i>	GC4.5.1 are amended: (i) by deleting "or omission" wherever it appears and substituting "omission or any incorrect, inaccurate or misrepresented fact", and (ii) by deleting "or omissions" wherever it appears and substituting "omissions or incorrect, inaccurate or misrepresented facts".
	.4		Add GC4.5.4: "If Additional Instructions are required to address any error, inconsistency, omission or incorrect, inaccurate or misrepresented facts, the Contractor's inefficiencies or mismanagement, if any, shall not be taken into account when determining any impact of those Additional Instructions on the Contract Price or the Contract Time."
4.6	.1	Construction Schedule	GC4.6.1 is amended by replacing "baseline construction schedule" with "baseline construction schedule in form of a Gantt chart".
4.6	.2		GC4.6.2 is amended by deleting "monthly" and substituting "monthly or within a shorter time period specified in the <i>Contract Documents</i> ".
4.12	.5	Tests and Inspections	GC4.12.5 (1) and (2) are amended by deleting "timely

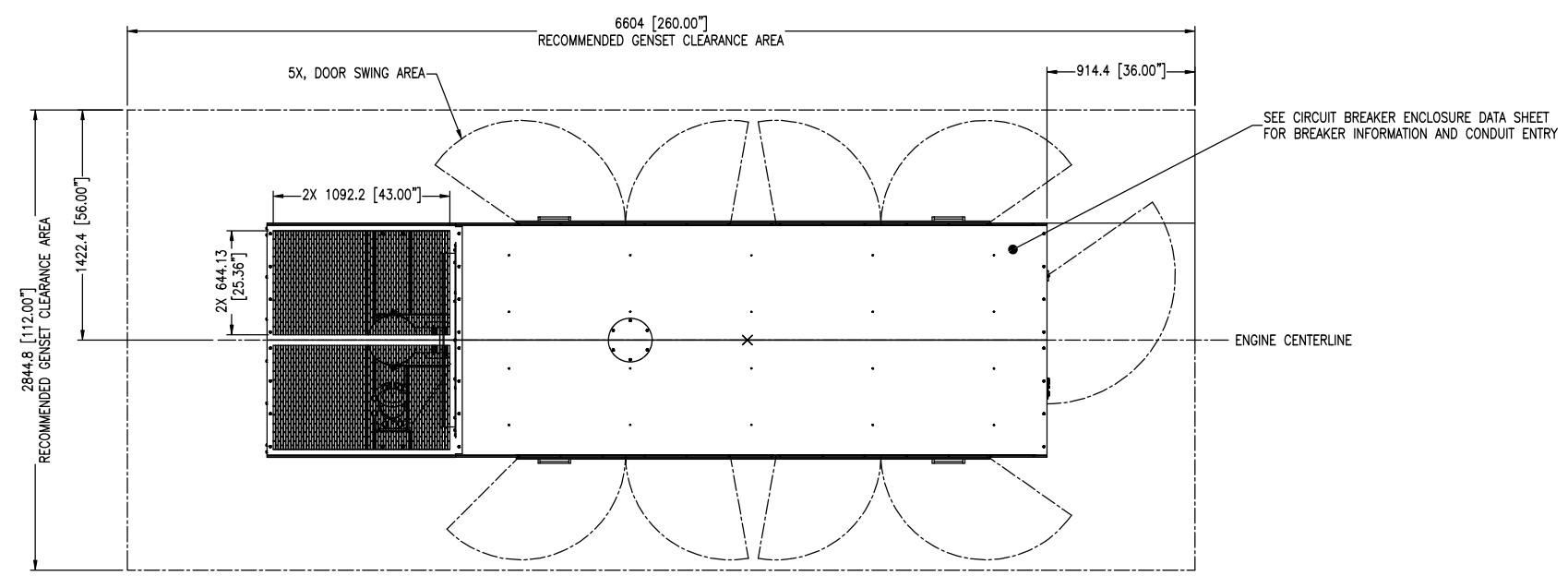
			notice” and substituting “not less than two days”.
6.2	.1	Coordination and Connection	Add: The <i>Owner</i> or <i>Contract Administrator</i> will not be liable for claims for delay caused by applicable third parties, including, but not limited to BC Hydro, TELUS, Fortis BC, Shaw Cable, BC Transit, or Village forces for work required to be undertaken on this <i>Contract</i> .
7.4	.2	Optional Work	Add GC 7.4.2: All items included in the <i>Schedule of Quantities and Prices</i> which shall be 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 Village 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.
9.2	.4	Valuation Method	GC9.2.4 is amended by deleting “unless at the time of the agreement the <i>Contractor</i> expressly reserved in writing the right to claim for additional payment or Contract Time adjustments.”
11.1	.1	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”.
13.1	.1	Delay by <i>Owner</i> or <i>Contract Administrator</i>	Add: (3) The <i>Owner</i> or <i>Contract Administrator</i> will not be liable for claims for delay caused by applicable third parties, including, but not limited to BC Hydro, TELUS, Fortis BC, Shaw Cable, BC Transit or Village forces for work required to be undertaken on this <i>Contract</i> .
13.9	.1	Liquidated Damages for Late Completion	GC 13.9.1.1 is amended by deleting “\$500 per day” and substituting “\$1,500 per day”.

15.3	.1	Termination	GC 15.3.1 (1) is deleted and the following substituted: “(1) be entitled to: (i) take possession of the <i>Place of the Work</i> and the materials to be incorporated into the <i>Work</i> wherever they are located including materials ordered for the <i>Work</i> but not yet delivered, (ii) utilize the construction machinery and equipment, subject to the right of third parties, and (iii) complete the <i>Work</i> by whatever method the <i>Owner</i> may consider expedient, and
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.
18.9	.1	Waiver of Claims	GC18.9.1 is amended by deleting the last sentence and substituting the following: This waiver of claims shall include without limitation those claims that might arise from: 1) the negligence or breach of contract by the <i>Owner</i> , its employees, agents or officials, or 2) the negligence or wrongful acts of the <i>Owner's</i> consultants or the <i>Contract Administrator</i> , but does not include claims made by <i>the Contractor</i> in writing prior to such application in accordance with the provisions of the <i>Contract</i>
	.2		Documents and delivered to the <i>Contract Administrator</i> prior to date of Substantial Performance and still unsettled. GC 18.9.2 is amended by deleting the last sentence and substituting the following: This waiver of claims shall include without limitation those claims that might arise from: 1) the negligence or breach of <i>Contract</i> by the <i>Owner</i> , its employees, agents', or officials, or 2) the negligence or wrongful acts of the <i>Owner's</i> consultants or <i>Contract Administrator</i> , but does not include claims made by the <i>Contractor</i> in writing prior to such application in accordance with the provisions of the <i>Contract Documents</i> and delivered to the <i>Contract Administrator</i> and still unsettled.
20.4	.2	Environmental Laws	GC20.4 is amended by adding the following: 20.4.2 The <i>Contractor</i> shall indemnify the <i>Owner</i> for any costs, fines, expenses and penalties that the <i>Owner</i> is required to pay on account of the <i>Contractor</i> performing the <i>Work</i> in breach of any applicable Federal or

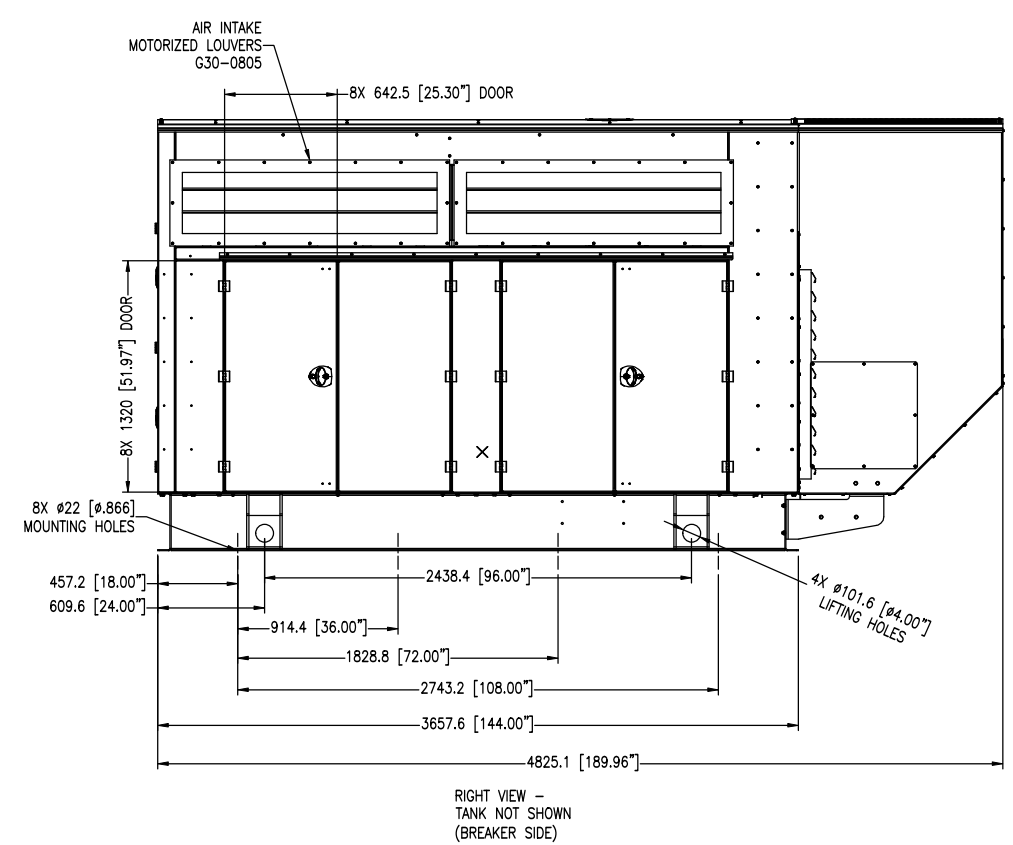
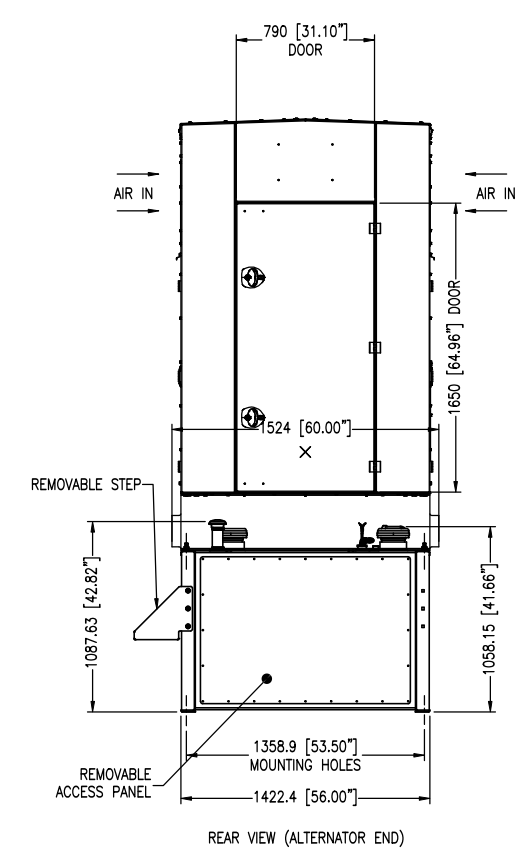
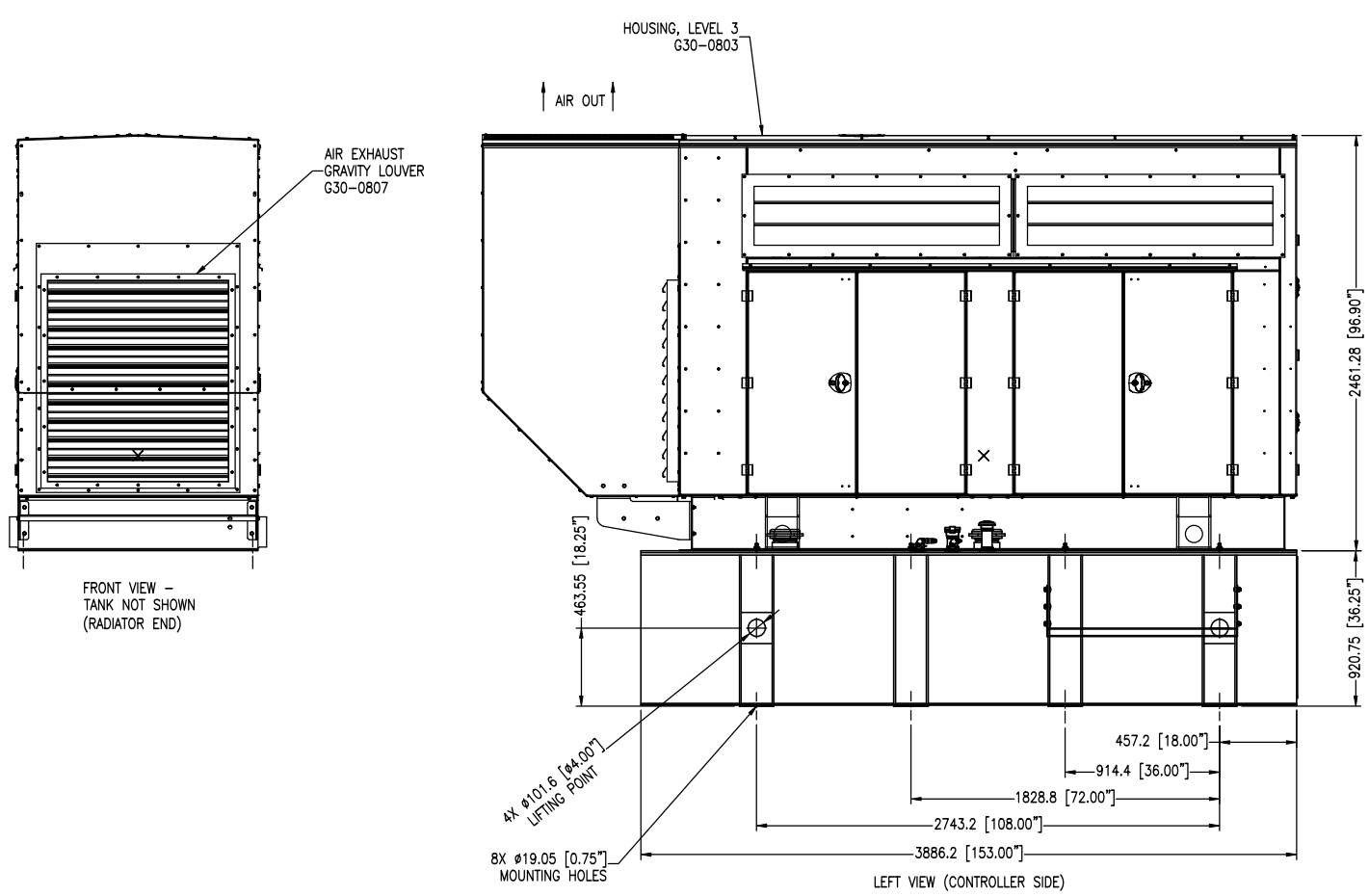
			Provincial or municipal environmental laws, regulations, or orders.
24	.1	Required Insurance	<p>In addition to the MMCD insurance requirements, the <i>Contractor</i> shall also comply with the following requirements of the Village, which will take precedence: “The <i>Contractor</i> shall insure and keep insured while this contract is in force, with such companies and on such forms as are acceptable to the Village, at the <i>Contractor’s</i> expense, Comprehensive General Liability Insurance covering premises and operations liability; <i>Contractor’s</i> Contingency Liability with respect to the operations of Subcontractor’s Completed Operations Liability, Contractual Liability and Non-Owned Automobile Liability Insurance.</p> <p>The limits of liability for Personal Injury and Property Damage combined shall be for not less than \$5,000,000 each occurrence.</p> <p>The Village and ISL Engineering and Land Services Ltd. shall be added as additional named insured under the Comprehensive General Liability.</p> <p>A Cross Liability Clause shall be made part of the Comprehensive General Liability Insurance.</p> <p>All policies shall provide that they cannot be cancelled, lapsed, or materially changed without at least thirty (30) days notice to the Village by Registered Mail.</p> <p>Prior to the commencement of any work hereunder, the <i>Contractor</i> shall file with the Village a certificate of insurance for each policy required.</p> <p>All such insurance shall be maintained until final completion of the work, including the making good of faulty work or materials, except that coverage for completed operations liability shall in any event be</p> <p>maintained for twelve (12) months from date of final acceptance.</p> <p>Should the <i>Contractor</i> neglect to obtain and/or maintain insurance as aforesaid, or deliver such policy or policies to the Village, then it shall be lawful for the Village to obtain and/or maintain such insurance and the <i>Contractor</i> hereby appoints the Village his true and lawful attorney to do all things necessary for this purpose. All monies expended by the Village for insurance premiums under the provisions of this clause shall be charged to the <i>Contractor</i>.”</p>
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>

	.3		GC25. 1.3 is deleted and the following substituted: 25.1.3 The Owner shall provide the <i>Contractor</i> with access, at all reasonable times, to the location of any defect or deficiency described in this GC to enable the <i>Contractor</i> to correct the defect or deficiency but the <i>Contractor</i> shall be responsible for 1) exposure of the defect or deficiency in order to correct or repair the defect, deficiency, 2) the restoration of the <i>Work</i> or other property that is disturbed or damaged in the course of (i) exposing the defect or deficiency, or (ii) correcting or repairing the defect or deficiency, and 3) all risks associated with any activity described in paragraphs (1) and (2).
26.1	.1	Partial Use	GC26. 1. 1 is amended by deleting “on written approval of the <i>Contract Administrator</i> ” and substituting “with prior written notice to the <i>Contract Administrator</i> ”.


Appendix A
Generator
Specifications



*APPROXIMATE WEIGHT W/ EMPTY TANK: ~ 11,900 LBS
 *APPROXIMATE WEIGHT W/ FULL TANK OF FUEL: ~15,600 LBS
 *ENCLOSURE COLOR: RAL 7001 GREY
 *SUB-BASE FUEL TANK COLOR: BLACK
 *SUB-BASE FUEL TANK SHIPPED LOOSE TO SITE



REVISION	DATE	DESCRIPTION
1	04-MAR-21	TANK CHANGE TO NON-EXTENDED
0	25-JAN-21	ISSUED FOR APPROVAL



A Rolls-Royce solution

ALL INDUSTRIAL PROPERTY RIGHTS RESERVED. DISCLOSURE, REPRODUCTION OR USE FOR ANY OTHER PURPOSE IS PROHIBITED UNLESS OUR EXPRESS PERMISSION HAS BEEN GIVEN. ANY INFRINGEMENT RESULTS IN LIABILITY TO PAY DAMAGES.

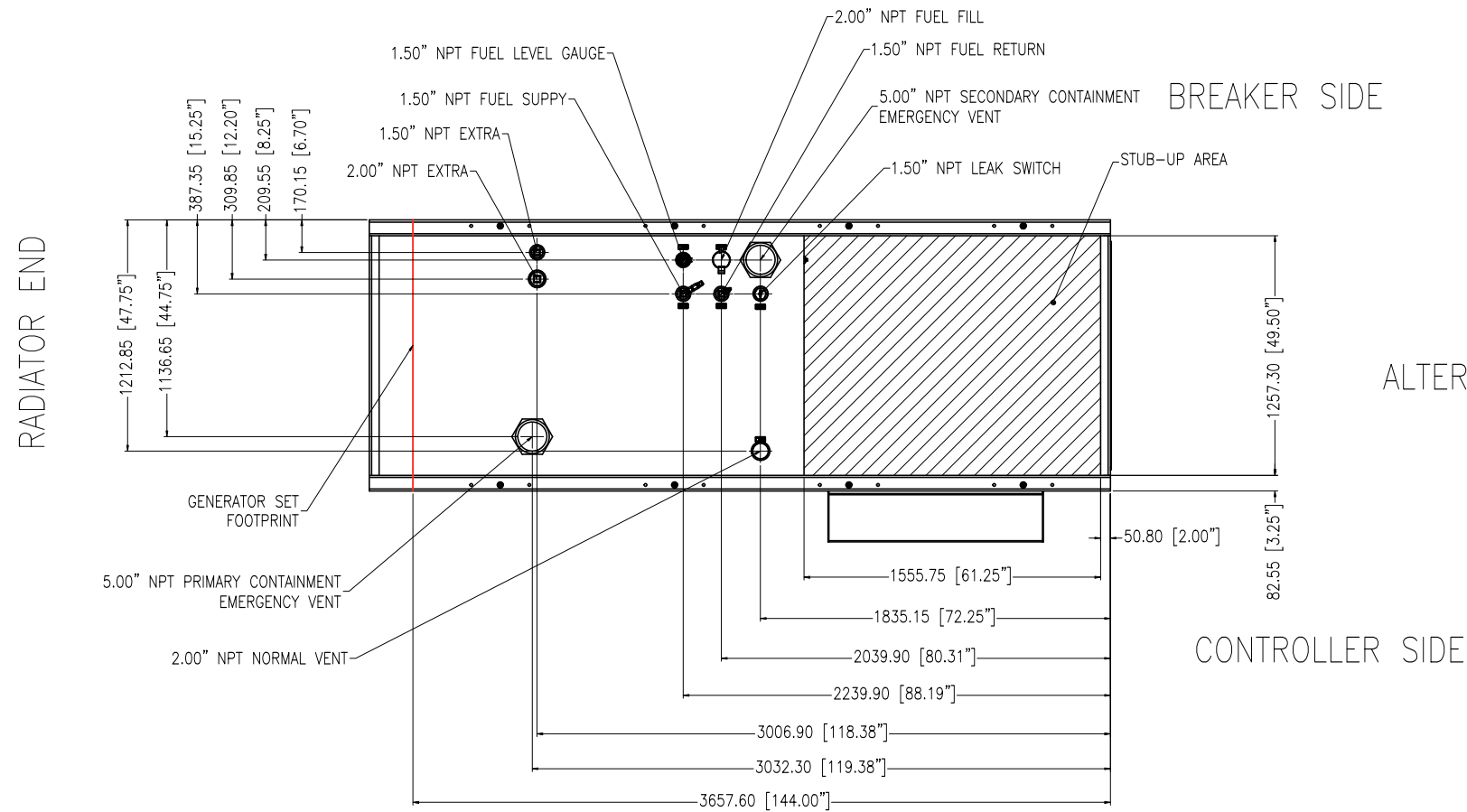
APPLICABLE MODELS:
 MTU 6R0150 DS300

THIRD ANGLE PROJECTION

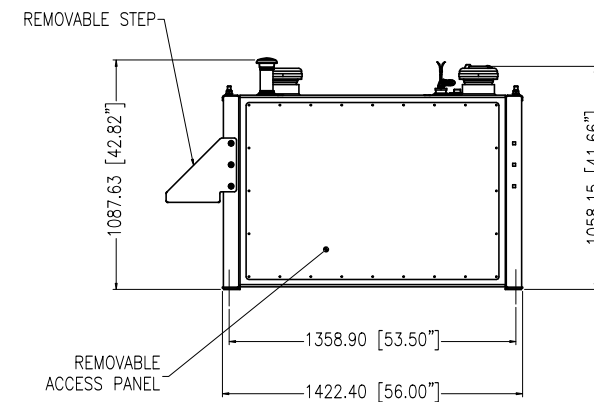
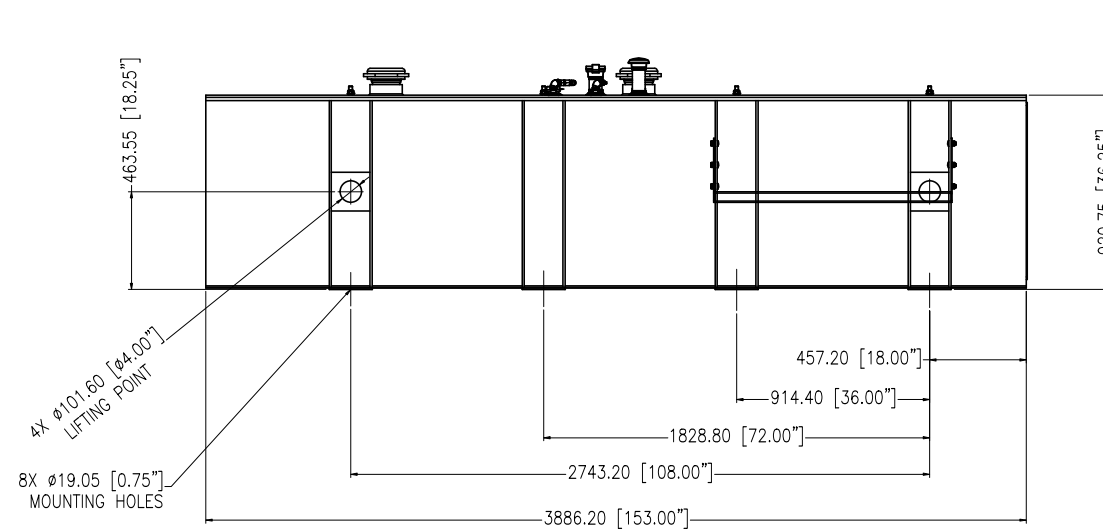
DRAWN TO SCALE
 DIMENSIONS: MM [INCH]

DATE CREATED:
 2018-08-17


DIMENSIONAL LAYOUT	
DESCRIPTION: 300 kW Genset Housed	
ENGINE: John Deere, JD6090	WEIGHT (MIN-MAX):
DRAWING NUMBER: 51370-M1	SHEET: 1 of 1



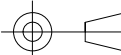
*SUB-BASE FUEL TANK SHIPPED LOOSE TO SITE
 *TANK VENTS & FITTINGS TERMINATE INSIDE ENCLOSURE



REVISION	DATE	DESCRIPTION
1	04-MAR-21	TANK CHANGE TO NON-EXTENDED
0	22-JAN-21	ISSUED FOR APPROVAL


THIS DRAWING IS PROPERTY OF MTU ONSITE ENERGY CORPORATION AND CANNOT BE USED EXCEPT IN CONNECTION WITH MTU ONSITE ENERGY CORPORATION POWER GENERATION PROJECTS. ANY THIRD PARTY MODIFICATION MAY VOID THIS DRAWING. MTU ONSITE ENERGY CORPORATION RESERVES ALL RIGHTS OF THIS DRAWING.

APPLICABLE MODELS:
 MTU 6R0150 DS300

 THIRD ANGLE PROJECTION
 DRAWN TO SCALE
 DIMENSIONS: MM [INCH]
 DATE CREATED: 2018-12-19

DIMENSIONAL LAYOUT		
DESCRIPTION: 230-300 kW, 24hr, 530gal tank		
ENGINE: John Deere, JD6090	WEIGHT: 1076 KG 2372 LB	
DRAWING NUMBER: 51370-TANK	SHEET: 1 of 1	