

* MAY NOT HAVE
BEEN SENT OUT.

Need to pre tender
Chg Cmt Lpt
Chk Lpt
JL

CIRCULAR

To: All Municipalities, Local Service Districts & Prime Consultants

Re: **Changes to DMA Website
Supplementary General Conditions
Municipal Water, Sewer and Roads Specifications**

Date: October 18, 2010

Website Changes

Please be advised that effective immediately there are several changes/additions to the DMA website.

- The Standard form of Agreement between Client and Prime Consultant and the associated circular are now posted under Publications at the following link - <http://www.ma.gov.nl.ca/ma/publications/index.html>
- Front end documents were previously not available on the DMA website but instead were password protected and referred to a note that these were under review. Applicable front end documents are now linked to the DTW website. http://www.ma.gov.nl.ca/ma/publications/capital_works/index.html#specs

Revision - Standard form of Agreement between Client and Prime Consultant

Please be advised effective immediately the agreement has been revised to remove requirements for holdback.

Supplementary General Conditions

Revised SGC's will be forwarded to all registered holders of the Municipal Water, Sewer and Road Specifications in the near future. A summary of these changes are noted below.

1. SGC11.0 PERIOD OF WORK

Delete SGC 11.2 in its entirety.

Reason - The period of work as noted in the tender form shall include the time to mobilize to the site including obtaining permits and other approvals as required under the contract. In a post award conference the prime consultant should look for a schedule which shows the mobilization period.

2. SGC 19.0 TENDER FORM

Delete SGC19.0 in its entirety

Reason - The time frame for the completion of the work will be set by the Prime Consultant in consultation with the Department's Project Engineer and the Owner, including mobilization. Time for inspectors on site will be calculated based on time required to provide project management / quality control agreed upon and included in the Standard form of Agreement between Client and Prime Consultant. Delays to the substantial

performance requiring additional time and/or costs must be approved by the Department's Project Engineer and recorded as a change order. A decision to levy any liquidated damages against the contractor must be supported by documentation of the reasons for the delay with record of contractors' effort throughout the project. Delays caused by weather shall be recorded and an extension must be approved by the project engineer. Delays caused by a change in the scope of work shall be recorded and an extension must be approved by the Department's Project Engineer.

3. SGC 2.0 CONTRACTOR'S LIABILITY FOR ENGINEERING SUPERVISION COSTS

Delete SGC 2.0 in its entirety

For the purpose of this section, the contractor and consultant are required, to sign off the hours worked using the Daily Contract Time Control Sheet. The control sheets shall be used to finalize the date of substantial completion.

Replace with the following:

SGC 2.0 ASSESSMENT OF LIQUIDATED DAMAGES FOR LATE COMPLETION

2.1 For purposes of this Section;

- (a) The work shall be deemed to be completed on the date of the Certificate of Substantial Completion referred to in GC 21.6 – Certificates And Payments, and
- (b) "Period of delay" means the number of days commencing on the day fixed by the Agreement Between Owner and Contractor for completion of the work and ending on the day immediately preceding the day on which the work is completed but does not include any day in which, in the opinion of the Project Manager, completion of the work was delayed for reasons beyond the control of the Contractor.

2.2 If the Contractor does not complete the work by the day fixed for its completion in the Agreement Between Owner And Contractor but completes it thereafter, the Contractor shall pay the Owner, if demanded, as liquidated damages and not as a penalty, an amount equal to the aggregate of

- (a) all salaries, wages and traveling expenses incurred by the Owner in respect of persons overseeing the performance of the work during the period of delay, and
- (b) all other expenses and damages incurred or sustained by the Owner during the period of delay as a result of the work not being completed by the day fixed for its completion as defined by GC 2.1.

2.3 Notwithstanding, this right is without prejudice to the rights of the Owner as set forth in GC 10 – Owner's Right To Stop Work Or Terminate Contract which are cumulative and remain in force.

4. SGC 8.0 TENDER SURETY AND BONDING

In SGC 8.2, 8.4 and 8.6, change \$100,000 to \$250,000.

Reason – This will raise the limit for which certified cheques will be accepted.

5. SGC 20.0 MASTER SPECIFICATION

Delete SGC 20.0 in its entirety.

Replace with, all municipal water, sewer and roads tender documents are to be read in conjunction with the Master Construction Specification for *Municipal Water, Sewer and Roads Specification*, as published by the Department of Municipal Affairs Province of Newfoundland and Labrador.

Prime Consultants should prepare a Table of Contents of those sections from the master specification that they are referring to in their specifications and shall provide detail references on the drawings of those details that apply, for general details such as project and site signs.

In accordance with this change, references to specification book number must be removed from the tender form, unit price table and any other location within the tender documents.

Reference to the requirement to be a registered specification holder is to be removed from any advertisement associated with the project and any placement within the contract documents.

Reason - The Master Construction Specification for *Municipal Water, Sewer and Roads Specification*, as published by the Department of Municipal Affairs, Province of Newfoundland and Labrador is available on the Department's web site under Publications at the following link - <http://www.ma.gov.nl.ca/ma/publications/index.html>. It is anticipated that paper copies will be available for purchase.

For any questions regarding the above, you may contact the appropriate regional office listed below:

Eastern Regional Office
Tel: (709) 729-0259
Fax: (709) 729-0477

Central Regional Office
Tel: (709) 256-1050
Fax: (709) 256-1060

Western Regional Office
Tel: (709) 637-2332
Fax: (709) 637-2548

Labrador Regional Office
Tel: (709) 896-2941
Fax: (709) 896-8847

CLUNNEY MERCER, P. ENG.
Assistant Deputy Minister
Municipal Engineering & Planning Branch

/cs

ADDENDUM NO.2

1. Precedence

This addendum shall form an integral part of the contract specifications and to be read in conjunction therewith. This addendum shall take precedence over all forms of the aforementioned specification with which it may prove to be at variance or may be otherwise be qualified in writing by authorized personnel.

2. General

The general conditions and all documents issued with this specification shall apply and govern all phases for the work covered by this Addendum.

3. Purpose

The purpose of this addendum is to:

Advise contractors of changes to the Supplementary General Conditions.

1. Change the following to read;

.1 SGC11.0 PERIOD OF WORK

.1 Delete SGC 11.2 in its entirety

.2 SGC 19.0 TENDER FORM

.1 Delete SGC19.0 in its entirety

.3 SGC 2.0 CONTRACTOR'S LIABILITY FOR ENGINEERING SUPERVISION COSTS

.1 Delete SGC 2.0 in its entirety

.2 For the purpose of this section, the contractor and consultant are required, to sign off the hours worked using the Daily Contract Time Control Sheet. The control sheets shall be used to finalize the date of substantial completion. Replace with the following:

SGC 2 ASSESSMENT OF LIQUIDATED DAMAGES FOR LATE COMPLETION

2.1 For purposes of this Section;

(a) The work shall be deemed to be completed on the date of the Certificate of Substantial Completion referred to in GC 21.6 – Certificates And Payments, and

(b) "Period of delay" means the number of days commencing on the day fixed by the Agreement Between Owner and Contractor for completion of the work and ending on the day immediately preceding the day on which the work is completed but does not include any day in which, in the opinion of the Project Manager, completion of the work was delayed for reasons beyond the control of the Contractor.

2.2 If the Contractor does not complete the work by the day fixed for its completion in the Agreement Between Owner And Contractor but completes it thereafter, the Contractor shall pay the Owner, if demanded, as liquidated damages and not as a penalty, an amount equal to the aggregate of

(a) all salaries, wages and traveling expenses incurred by the Owner in respect of persons overseeing the performance of the work during the period of delay, and

(b) all other expenses and damages incurred or sustained by the Owner during the period of delay as a result of the work not being completed by the day fixed for its completion as defined by GC 2.1.

2.3 Notwithstanding, this right is without prejudice to the rights of the Owner as set forth in GC 10 - Owner's Right To Stop Work Or Terminate Contract which are cumulative and remain in force.

.4 SGC 8.0 TENDER SURETY AND BONDING

.1 In SGC 8.2, 8.4 and 8.6, change \$100,000 to \$250,000.

.5 SGC 20.0 Master Specifications

.1 Delete SGC 20.0 in its entirety

Replace with - All municipal water, sewer and roads projects tender documents are to be read in conjunction with the Master Construction Specification for *Municipal Water, Sewer and Roads Specification*, as published by the Department of Municipal Affairs, Province of Newfoundland and Labrador.

Contractors are advised to acknowledge receipt of this addendum on page 3 of the Tender Form when submitting a bid.

END