

WSP Canada Inc



Erickson Water System Watermain Replacement

Prepared for: Regional District of Central Kootenay

COMMUNITES
TRANSPORTATION
BUILDINGS
INFRASTRUCTURE



November 2024 | CA0003523.0564

MASTER MUNICIPAL CONSTRUCTION DOCUMENTS – UNIT PRICE CONTRACT

Erickson Watermain Replacement

CONTENTS

The complete **Unit Price Contract Documents** are based on the Master Municipal Construction Documents and consist of the following parts:

1. **Standard Documents provided herein that Require Additional Information** (available in the “MMCD – Tender Document Production Manual”)
 - Instruction to Tenderers
 - Form of Tender
 - Appendix 1 – Schedule of Quantities and Prices
 - Appendix 2 – Preliminary Construction Schedule
 - Appendix 3 – Experience of Superintendent
 - Appendix 4 – Comparable Work Experience
 - Appendix 5 – Subcontractors
 - Agreement
 - Schedule 1 – Schedule of Contract Documents
 - Schedule 2 – List of Drawings
 - Supplementary General Conditions
 - Supplementary Specifications
 - Special Provisions
 - Supplemental Payment Procedures
2. **Standard Documents that must be obtained by the Tenderer / Contractor and are Fully Complete** (available in the “MMCD – General Conditions, Specifications and Standard Detail Drawings”)
 - Master Municipal Construction Documents, Platinum Edition Volume II, 2019 (Available at MMCDA website mmcd.net)
 - Instructions to Tender – Part II
 - General Conditions
 - Schedules and Diagrams
 - Schedule 17.5.3 – Letter Agreement with Referee
 - Flow Chart – Changes and Extra Work
 - Flow Chart – Disputes Resolution Process
 - Standard Specifications
 - Standard Detail Drawings
 - MMCD Platinum Supplemental Updates (document corrections prepared by MMCDA) (Available at MMCDA website mmcd.net)

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UNIT
PRICE
CONTRACT

ERICKSON WATER SYSTEM
WATERMAIN REPLACEMENT
INSTRUCTIONS TO TENDERERS PART I

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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: Regional District of Central Kootenay
(NAME OF OWNER)

Contract: Erickson Water System – Watermain Replacement
(TITLE OF CONTRACT)

Reference No. _____
(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:
Water main replacement

(BRIEF DESCRIPTION OF THE WORK)

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

Jean Horton, P.Eng.

(NAME AND POSITION OF INDIVIDUAL WHO WILL ANSWER INQUIRIS)

Address: 303-535 Victoria Ave North
Cranbrook BC, V1C 6S3

Phone: 250 421 - 5528

Email: jean.horton@wsp.com

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 (not available), 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 via electronic submission, noted on the email with the above *Contract* Title and Reference No., and must be submitted to:

AJ Evenson, Project Manager

(TITLE OF POSITION)

on or before:

Tender Closing Time: 2 : 00 , pm MST

Tender Closing Date: January 16 , 20 25

to

Email: tenders@rdck.bc.ca with Cc to aevenson@rdck.bc.ca

3.2 Late tenders will not be accepted or considered.

4.0 Additional Instructions to Tenderers

4.1 MMCD Instructions to Tenderers – Part II, Paragraph IT 15.1 is deleted and replaced by the following:

15.1 The Owner reserves the right to:

15.1.1 reject any or all tenders; the lowest tender will not necessarily be accepted.

15.1.2 waive informalities in or reject any or all tenders or accept the tender deemed most favorable in the interest of the Owner.

4.2 **Tender Meeting**

A non-mandatory tender meeting will be held on site (1403 Erickson Road) on November 21, 2024 at 2pm MST.

4.3 **Construction Schedule**

Milestone Dates for the project are listed in the Form of Tender, Appendix 2 – Preliminary Construction Schedule.

4.4 **Construction Site Surface Features**

The existence and location of all surface features which may be encountered during construction are not guaranteed to be shown on the Drawings. Notwithstanding any other provision of this Contract, the Contractor shall be solely responsible for confirming the existence, extent and location of surface features either shown on the Drawings or not, and the effect they may have on the Work. Surface features to be confirmed as part of the tender preparation shall include but not be limited to retaining walls, trees, shrubbery, ornamental features, signs, walkways, fences, irrigation and utility boxes. Unless specifically noted otherwise, no additional compensation will be made for protection, restoration or removal of surface features affected by the Work, or for the effect they may have upon the Work itself.

4.5 **Survey Layout and Digital Base Drawing**

Survey layout for all Work shall be the Contractor's responsibility. The Contract Administrator will provide a digital base plan in AutoCAD format, including survey control points and bench marks. The Contractor's surveyor shall locate, confirm and protect control points and preserve permanent reference points during construction, including property pins and survey monuments.

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: Regional District of Central Kootenay
(NAME OF OWNER)
Contract: Erickson Water System – Watermain Replacement
(TITLE OF CONTRACT)
Reference No. _____
(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 Substantial Performance of the *Work* on or before
June 30, 2025 ; 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.
- 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;
 - 4.1.2 the *Bid Security* as required by paragraph 5.2 of the Instructions to Tenderers – Part II; and
- 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 The Contractor may provide, in lieu of the specified Performance and Labour and Material Bonds, security for performance of the Contract in the form of a certified cheque or bank draft for 10% of the Contract Price and:
 - a) The certified cheque or bank draft shall be in favour of the Regional District of Central Kootenay;
 - b) The certified cheque or bank draft will be deposited and the monies will not be returned to the Contractor, in whole or in part, until satisfactory performance of all of the Contractor's obligations under the Contract; and
 - c) Provided the Contractor has satisfactorily fulfilled all of its obligations under the Contract, the *Owner* will return to the Contractor 75% of the monies provided as contract security without interest, no later than 30 days after Substantial Performance of the Work. The remaining 25% will be returned to the Contractor one year after Substantial Performance of the Work subject to no deficiencies being identified at the One Year Warranty Inspection.

Or The Contractor may provide, in lieu of the specified Bonds or the specified certified cheque or bank draft, security for performance of the Contract in the form of an irrevocable bank letter of credit for 10% of the Contract Price and:

- a) The letter of credit shall be in favour of the Regional District of Central Kootenay;
- b) The letter of credit shall have an expiry date no earlier than 24 months from the date of the tender close;
- c) The letter of credit will not be returned to the Contractor until satisfactory performance of all of the Contractor's obligations under the Contract; and
- d) Provided the Contractor has satisfactorily fulfilled all of its obligations under the Contract, the Owner will return the letter of credit to the Contractor one year after Substantial Performance of the Work subject to no deficiencies being identified at the One Year Warranty Inspection.

.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.

OUR ADDRESS IS AS
FOLLOWS:

Phone: _____

Fax: _____

Attention: _____

This Tender is executed this
_____ day of January 2025.

Contractor:

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

CLIENT: **REGIONAL DISTRICT OF CENTRAL KOOTENAY**
 PROJECT: **ERICKSON WATER SYSTEM - WATERMAIN REPLACEMENT**
 PHASE: **TENDER**
 PROJECT #: **CA0003523.0564**

SUMMARY SHEET

DIVISION #	DIVISION	AMOUNT
01	GENERAL REQUIREMENTS	\$ -
31	EARTHWORKS	\$ -
32	ROADS AND SITE IMPROVEMENTS	\$ -
33	UTILITIES	\$ -
ITT 17.0	OPTIONAL WORK	\$ -

TENDER PRICE	\$ -
GST 5%	\$ -
TENDER PRICE PLUS GST	\$ -

Tenderer Company Name - Print Name

Tenderer Authorized Signature

Date

APPENDIX 1
Schedule of Quantities and Prices

PROJECT: **ERICKSON WATER SYSTEM - WATERMAIN REPLACEMENT**

PHASE: **TENDER**

ITEM #	PAYMENT SECTION	PARA	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
DIVISION 01 - GENERAL REQUIREMENTS							
01.01	01 55 00 AND 01 10 00S & 01 29 00S	SPP1	Mobilization / De-mobilization	LS	1		\$ -
01.02	01 55 00 AND 01 10 00S & 01 29 00S	SPP2	Survey Layout and Project Record Drawing Documents	LS	1		\$ -
01.03	01 55 00 AND 01 10 00S & 01 29 00S	SPP3	Traffic Control, Vehicle Access and Parking	LS	1		\$ -
01.04	01 10 00S & 01 29 00S	SPP4	Materials and Compaction Testing	LS	1		\$ -
01.05	01 10 00S & 01 29 00S	SPP5	Remove and reinstate signage	EA	1		\$ -
01.06	01 10 00S & 01 29 00S	SPP6	Repair gravel driveway crossings	EA	1		\$ -
SUB-TOTAL DIVISION 01							\$ -
DIVISION 31 - EARTHWORKS							
31.01	31 22 16	1.4.3	Asphalt removal and disposal (up to 150mm thickness)	SQ.M	145		\$ -
31.02	31 22 01	1.4.1	Stripping Topsoil and Stockpile onsite for reuse (Assume up to 0.20m thickness)	LS	1		\$ -
31.03	31 24 13	1.8.4	Watermain trench waste and disposal offsite	CU.M	650		\$ -
31.04	31 24 13	1.8.7	Import Granular backfill of watermain trench (excluding bedding surround and road repair gravels and topsoil dressing depths)	CU.M	380		\$ -
31.05	31 24 13	1.8.9	Subgrade preparation - road prism only	SQ.M	145		\$ -
SUB-TOTAL DIVISION 31							\$ -
DIVISION 32 - ROAD AND SITE IMPROVEMENTS							
32.01	32 11 16.1	1.4.3	300mm Thickness road subbase gravels (MoTI SG5B)	SQ.M	145		\$ -
32.02	32 11 23	1.4.2	225mm Thickness road base gravels (MoTI WGB)	SQ.M	145		\$ -
32.03	32 12 16	1.5.3, 1.5.7	100mm Thickness (in two lifts) Hot-Mix Asphalt Concrete Pavement (MoTI Design Mix)	SQ.M	145		\$ -
32.04	01 10 00S & 01 29 00S	SPP9	100mm Thickness compacted road shoulder base gravels (MoTI HFSA) to a width of 0.5m	SQ.M	70		\$ -
32.05	32 92 19	1.8.1/1.8.2	Hydraulic Seeding (disturbed areas estimated at 210 lm x 5m wide)	LS	1		\$ -
32.06	32 91 21	1.4.2	Reuse topsoil to spread over disturbed surfaces - up to 200mm thickness	LS	1		\$ -
SUB-TOTAL DIVISION 32							\$ -
DIVISION 33 - UTILITIES							
WATERWORKS							
33.01	33 11 01, 01 10 00 S & 01 29 00 S	1.8.1/2 and SPP10	100mm diameter DR18 PVC WATERMAIN	L.M	210		\$ -
33.02	33 11 01	1.8.3	100mm diameter hubxhub GATE VALVE	EA	1		\$ -
33.03	33 11 01	1.8.3	100mm diameter Bend (cast iron or PVC) complete with required joint restraints (two pipe lengths either direction)	EA	4		\$ -
33.04	33 11 01	1.8.3	100mm diameter Bend complete with concrete thrust block	EA	1		\$ -
33.05	33 11 01	1.8.5	100mm diameter BLOWOFF Assembly c/w Concrete Thrust Block	EA	1		\$ -
33.06	33 11 01	1.8.13	Tie to Existing Watermain	EA	1		\$ -
33.07	33 11 01	1.8.3	50mm diameter CAP and concrete on existing abandoned watermain	EA	2		\$ -
33.08	33 11 01	1.8.3	19mm diameter CAP and concrete on existing abandoned watermain	EA	1		\$ -
33.09	33 11 01, 01 10 00 S & 01 29 00 S	SPP10 a	Supply and Install Water Meter Chamber and frame and cover	EA	6		\$ -
33.10	33 11 01, 01 10 00 S & 01 29 00 S	SPP10 b	Install owner supplier 50mm diameter meter	EA	2		\$ -
33.11	33 11 01, 01 10 00 S & 01 29 00 S	SPP10 b	Supply and Install 25mm diameter meter	EA	1		\$ -
33.12	33 11 01, 01 10 00 S & 01 29 00 S	SPP10 b	Supply and Install 19mm diameter meter	EA	3		\$ -
33.13	33 11 01, 01 10 00 S & 01 29 00 S	SPP10 c	Supply and install 50mm diameter main stop, curb stop and 50mm diameter municipex for 50mm diameter water services	EA	2		\$ -
33.14	33 11 01, 01 10 00 S & 01 29 00 S	SPP10 c	Supply and install 25mm diameter main stop, curb stop and 25mm diameter municipex for 50mm diameter water services	EA	1		\$ -

APPENDIX 1
Schedule of Quantities and Prices

PROJECT: **ERICKSON WATER SYSTEM - WATERMAIN REPLACEMENT**

PHASE: **TENDER**

ITEM #	PAYMENT SECTION	PARA	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
33.15	33 11 01, 01 10 00 S & 01 29 00 S	SPP10 c	Supply and install 19mm diameter main stop, curb stop and 19mm diameter municipex for 50mm diameter water services	EA	3		\$ -
33.16	33 11 01, 01 10 00 S & 01 29 00 S	SPP10 d	Supply and install 19mm diameter curb stops	EA	2		\$ -
33.17	33 11 01, 01 10 00 S & 01 29 00 S	SPP10 e	Supply and Install 19mm diameter brass compression tee fittings and related 19mm diameter municipex service pipe connections	EA	2		\$ -
SUB-TOTAL DIVISION 33							\$ -
ITT 17.0 OPTIONAL WORK							
DIVISION 31 - EARTHWORKS, DIVISION 32 ROAD AND SITE IMPROVEMENTS AND DIVISION 33 UTILITIES							
1	31 11 01	1.4.1/2	Clearing and Grubbing existing trees and 1m plus high shrubs, where permitted	LS	1		\$ -
2	33 11 01, 01 10 00 S & 01 29 00 S	1.8.1/2	Additional 100mm diameter DR18 PVC watermain pipe	L.M.	50.5		\$ -
3	33 11 01	1.8.3	100mm diameter Romac Alpha restraint type coupler	EA	1		\$ -
4	33 11 01	1.8.3	100mm diameter Gate Valve (FxF, HxH or FxH) for PRV Station or Otherwise	EA	2		\$ -
5	33 11 01	1.8.3	100mm diameter caps complete with joint restraints	EA	2		\$ -
6	33 11 01	1.8.4	150x100mm diameter Reducer	EA	1		\$ -
7	01 10 00S & 01 29 00S	SPP7	Hold existing power pole near open excavation(s)	EA	2		\$ -
8	01 10 00S & 01 29 00S	SPP12 a	Supply and Install PRV Vault	LS	1		\$ -
9	01 10 00S & 01 29 00S	SPP12 b	Supply and Install PRV pipe and fitting assembly inside PRV vault to 2m outside vault (to flange on each end)	LS	1		\$ -
10	01 10 00S & 01 29 00S	SPP12 c	Supply and install 100mm diameter bends and restraints for PRV Connections Outside of Vault	EA	4		\$ -
11	01 10 00S & 01 29 00S	SPP12 d	Supply and Install 100mm diameter PRV vault drain to outlet complete with denso tape wrapped pipe joints and rodent screen	LM	56		\$ -
12	01 10 00S & 01 29 00S	SPP12 e	Supply and Install Retaining Wall for PRV	LS	1		\$ -
13	01 10 00S & 01 29 00S	SPP12 f	Supply and Install granular fill and driveway access gravels for PRV Location	LS	1		\$ -
14	01 10 00S & 01 29 00S	SPP12 g	Supply and Install bollards to protect PRV Vault	EA	2		\$ -
15	31 22 16	1.4.3	Asphalt removal and disposal (up to 150mm thickness)	SQ.M	65		\$ -
16	32 11 16.1	1.4.3	300mm Thickness road subbase gravels (MoTI SGSB)	SQ.M	65		\$ -
17	32 11 23	1.4.2	225mm Thickness road base gravels (MoTI WGB)	SQ.M	65		\$ -
18	32 12 16	1.5.3, 1.5.7	100mm Thickness (in two lifts) Hot-Mix Asphalt Concrete Pavement (MoTI Design Mix)	SQ.M	65		\$ -
19	31 24 13	1.8.4	Watermain trench waste and disposal offsite	CU.M	155		\$ -
20	31 24 13	1.8.7	Import Granular backfill of watermain trench (excluding bedding surround and road repair gravels and topsoil dressing depths)	CU.M	75		\$ -
21	33 42 13	1.5.1 / 1.5.2	Supply and Install culvert (300mm dia CSP)	L.M.	10		\$ -
22	01 10 00S & 01 29 00S	SPP8	Insulation, 50mm thickness	L.M	30		\$ -
SUB-TOTAL OPTIONAL WORK							\$ -

Erickson Water System – Watermain Replacement

(TITLE OF CONTRACT)

See paragraph 5.3.2 of the Instructions to Tenderers – Part II.

Indicate Schedule with bar chart with major item descriptions and time or include Gantt chart.

MILESTONE DATES: _____
 Substantial completion – June 30, 2025
 Total completion – July 15, 2025

ACTIVITY	CONSTRUCTION SCHEDULE									
	1	2	3	4	5	6	7	8	9	10

Tenderer's Initials _____

Erickson Water System – Watermain Replacement

(TITLE OF CONTRACT)

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

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 _____

Erickson Water System – Watermain Replacement

(TITLE OF CONTRACT)

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

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

Tenderer's Initials _____

Erickson Water System – Watermain Replacement

(TITLE OF CONTRACT)

See paragraph 5.3.5 of the Instructions to Tenderers – Part II.

TENDER ITEM	TRADE	SUBCONTRACTOR NAME	PHONE NUMBER

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 _____, 2025.

Contract: **Erickson Water System – Watermain Replacement**

Reference No.

BETWEEN:

The Regional District of Central Kootenay

(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
June 30, 2025 subject to
(INSERT DATE OF SUBSTANTIAL PERFORMANCE)

the provisions of the *Contract Documents* for adjustments to the *Contract Time*

Article 2 Contract Documents

- 1.3 Time shall be of the essence of the *Contract*.
- 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*:

Regional District of Central Kootenay

Box 590, 202 Lakeside Drive

Nelson, BC, V1L 5R4

Fax:

Attention: AJ Evenson

The *Contractor*:

Fax:

Attention:

The *Contract Administrator*:

WSP Canada Inc

303-535 Victoria Ave North

Cranbrook, BC, V1C 6S3

Email: jean.horton@wsp.com

Attention: Jean Horton

- 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 email 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:

Regional District of Central Kootenay

(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", 2019 edition. 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 Drawings* listed in Schedule 2 to the Agreement,—"List of *Contract Drawings*";
- 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
Drawings**

TITLE	DRAWING NO.	DATE	REVISION NO.	REVISION DATE
Title Sheet and Drawing List	C-000	2024-11-12	A	
General Notes	C-001	2024-11-12	A	
Overall Location Plan – Erickson Road	C-100	2024-11-12	A	
Plan/Profile – Erickson Road	C-101	2024-11-12	A	
Typical Details	C-102	2024-11-12	A	
Typical Details	C-103	2024-11-12	A	
PRV Details	C-104	2024-11-12	A	

The General Conditions for this project are contained in the Master Municipal Construction Documents (MMCD) Platinum Edition Volume II, 2019, except as specified in the following Supplementary General Conditions and MMCD Supplemental Updates (see Schedule 1 of the Agreement). These Supplementary General Conditions take precedence over the applicable MMCD General Conditions.

4.0 **CONTRACTOR**

SGC 4.3 – Protection of *Work*, Property and the Public

SGC 4.3.4 – Add the following paragraph:

- (4) Expose all connection points and crossing locations for proposed utilities at least one week prior to construction at each site and notify the *Contract Administrator* of the exact location and elevation of the connection points and crossing utilities for design confirmation. If this confirmation is not completed as specified then the *Contractor* will not be eligible for any delay claims or extra costs incurred by conflicts or changes necessary to complete the related operations. Payment for pre-exposing of utilities will be incidental to payment for utility *Work* unless shown otherwise in the Schedule of Quantities and Prices.

***SGC 4.7 Superintendent**

Delete GC 4.7.1 and replace with the following:

- .1 The *Contractor* shall employ a competent senior representative at the Place of the *Work* (the “Superintendent”) who shall have the responsibility to ensure that the *Work* is performed in compliance with the *Contract Documents*. Unless otherwise permitted in writing by the *Owner*, the Superintendent shall be the person whose experience was submitted in Appendix 3 of the Tender. The *Contractor* shall also employ necessary assistants for the Superintendent and the Superintendent and assistants shall be in attendance at the *Place of Work* while *Work* is being performed.

SGC 4.12 – Tests and Inspections

SGC 4.12.4 – Add the following:

As a minimum, the *Contractor* shall perform at their own cost all tests, inspections and approvals of the *Work* necessary for Quality Assurance to ensure materials, products and *Workmanship* are in strict conformance with the *Contract Documents*. The *Contractor* shall provide the results of such tests, inspections and approvals to the *Contract Administrator* upon request. Quality Control will be conducted and paid for by the *Owner*.

SGC 4.12.6 (3) – Add the following:

In all cases, the *Contractor* is responsible to facilitate and provide access to all *Works* for the purpose of inspection and testing.

6.0 OTHER CONTRACTORS

SGC 6.1.1 – Add the following:

The *Contractor* shall afford the *Owner* and any such *Other Contractors* reasonable opportunity for the introduction and storage of their materials and the execution of their *Work*. The *Contractor* shall not commit or permit any act which will interfere with the performance of the *Work* of the *Owner* or *Other Contractors*.

SGC 6.1.2 – Add the following:

If the *Contractor* fails to cooperate with or coordinate the *Work* with the *Work* of the *Owner* or *Other Contractors*, he shall not make any claims founded on delays or costs which have resulted from such failure and he shall save the *Owner* harmless from all claims made by *Other Contractors*, which are founded on delays caused by such failure.

Copies of Drawings and Specifications relating to another contract and reasonably required by the *Contractor* will be furnished to the *Contractor* on request, for his information in carrying out the above provisions.

Add SGC 6.4 – Shallow Utility Work by Others – Add the following:

- 6.4.1 Utility removal, relocation, adjustment or upgrading *Work* may be required to be completed by others within the *Work* area during the project. The *Owner* reserves the right to make changes in the design and scope of the *Work* as a result of conflicting utilities if required. Standard Contract clauses for Changes will apply.
- 6.4.2 The *Contractor* shall coordinate *Work* with City Utilities, Gas, Electrical and Communication Companies as required for any conflicts, adjustments or protective measures. The *Contractor* shall permit and accommodate other *Contractors* or companies *Working* within the site on shallow utility *Work* or other utility improvements. *Contractor* shall remain the Prime *Contractor* as per GC 21.2.

9.0 VALUATION OF CHANGES AND EXTRA WORK

9.5 Adjustments of Contract Time

SGC 9.5.3 – Delete 9.5.3 and replace with the following:

- 9.5.3 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 adjustment to the Contract Time.

18.0 PAYMENT

SGC 18.5 – Payment

SGC 18.5.1 – Delete GC 18.5.1 and replace with the following:

18.5.1 The net amount shown for payment on a *Payment Certificate* shall be due and payable to the *Contractor* on or before the 60th day after the issuance of the *Payment Certificate*.

SGC 18.6 – Substantial Performance

SGC 18.6.5 – Add the following:

The *Contract Administrator* shall prepare a *Payment Certificate* for release of the lien holdback and the amount shall be due and payable in accordance with GC 18.5.1.

SGC 18.7 – Total Performance

SGC 18.7.4 – Add the following clause:

If the *Total Performance* is not achieved on the date as outlined in SGC 18.6.4, upon written notification to the *Contractor*, the *Owner* may complete or cause to be completed any and all outstanding deficiencies. All resulting costs incurred by the *Owner* in completing the *Work*, including administration and inspection costs, will be deducted from the amounts owing by the *Owner* to the *Contractor*.

21.0 WORKERS COMPENSATION REGULATIONS

SGC 21.2 – Contractor is “Prime Contractor”

SGC 21.2 – Add the following clause:

21.2.2 Prior to the issuance of the Notice to Proceed, the *Contractor* shall sign and submit a Prime *Contractor* Agreement form acknowledging acceptance and understanding of the requirements and obligations of the Prime *Contractor* role. If at any time the *Contractor* believes he is no longer acting as the Prime *Contractor*, due to multiple *Contractors* or other factors, written notification must be provided by the *Contractor* to the *Contract Administrator*. An investigation will then be completed and the Prime *Contractor* status will be confirmed or amended as warranted.

24.0 INSURANCE

SGC 24.1 Require Insurance

24.1(2) Required Insurance Delete GC 24.1.1 (2) and replace with the following:

(2) Commercial General Liability Insurance covering bodily injury and property damage on an Occurrence form. Limits for Bodily Injury and Property Damage (inclusive) \$5,000,000 per Occurrence and a General Aggregate of not less than \$10,000,000. The insurance shall include Owner and Operator's Protective Liability, and Contractual Liability of sufficient scope to include the liability assumed by the Contractor under the terms of this Contract, including Sudden and Accidental Pollution Liability in an amount not less than the policy limit and providing coverage that is not less than that provided by the Insurance Bureau of Canada wording on its form IBC 2336 (August, 2007), and Completed Operations Liability. The policy shall include the *Owner* and the *Contract Administrator* as Additional Insured with a Cross Liability clause. Any deductible shall be for the account of the *Contractor* and shall not exceed \$2,500 for any one occurrence.

Add 24.1.7 as follows:

The *Contractor* shall list the Regional District of Central Kootenay, His Majesty the King in Right of the Province of British Columbia, the Ministry of Transportation and Infrastructure and WSP Canada Inc as additional insureds.

25.0 MAINTENANCE PERIOD

SGC 25.1.1 Correction of Defects

Delete GC 25.1.1 and replace with the following:

.1 The *Contractor* shall, at the *Contractor's* own expense, promptly correct defects or deficiencies in the *Work* that appear prior to and during the period of two years from the date of the Certificate of Substantial Performance, or such longer periods as may be specified in the *Contract Documents* for certain products or *Work* (the "Maintenance Period"). The Ministry of Transportation and Infrastructure under permit condition, will require a road Maintenance Period of two years (24 months).

26.0 EARLY USE OF THE WORKS

SGC 26.3– Effect on Maintenance Period

Delete GC 26.3.1 and replace with the following:

26.3.1 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*.

Note: *Indicates amendment recommended by MMCD Board

Add the following Supplementary General Conditions

27.0 Haul Routes

- 27.1 The *Contractor* shall obtain permission from the *Owner* to use any route as a haul route. The *Contractor* shall be responsible for maintaining all haul routes in good condition and free from excessive dust and mud.
- 27.2 The *Contractor* shall be responsible for damage and/or spillage on all roads used for hauling materials and equipment to and from the site. The *Contractor* shall immediately clean and/or restore the affected areas to the conditions that existed before the hauling of materials and equipment commenced. The *Contractor* shall be responsible for maintaining a record of the condition of the haul roads used for the supply of material and/or equipment through the use of colour photographs that will record the condition of the haul roads prior to initiating the *Work*. These photographs shall be submitted to the *Contract Administrator* prior to proceeding with the hauling of materials and equipment.
- 27.3 The *Contractor* shall be responsible to ensure all employees and sub*Contractor* employees obey all rules of the road, including the speed limit, while driving within the vicinity of the site.

28.0 Barricades

- 28.1 Trenches are to have adequate barricades in accordance with all Provincial, Federal and Municipal regulations, including, but not limited to, the Industrial Health and Safety Regulations (WCB).
- 28.2 Temporary fencing shall be provided, installed and maintained to prevent unauthorized public access to the *Work* area at the end of each construction day or shift. Temporary fencing shall also be provided, installed and maintained to prevent the public from entering construction zones and on-site haul routes while construction activities are occurring. All Temporary Fencing shall conform to Section 01 55 00 of the general specifications and be installed to the approval of the *Contract Administrator* and consistent with the Industrial Health and Safety Regulations (WCB).

29.0 Site Security and Access

- 29.1 The *Contractor* shall make all reasonable efforts to prevent vehicular access to the site after *Work* hours.
- 29.2 No security will be provided or compensation paid by the *Owner* for material or *Work* stolen, lost, damaged or destroyed. The *Contractor* shall be responsible for watching the site at all times and for making good all deficiencies at no extra cost to the Contract Price.
- 29.3 The *Contractor* shall ensure that the Sub*Contractors* shall make their own arrangements to ensure security of their own equipment, materials and *Work*, in co-operation with the *Contract Administrator*. The *Contract Administrator* shall designate certain areas to be used as temporary lock fast stores and Sub*Contractors* shall comply with the *Contractor's* instructions in this regard.

Note: *Indicates amendment recommended by MMCD Board

- 29.4 The *Owner's, Contract Administrator's, Contractor's* and other *Contractor's Work* vehicles and construction equipment only will be allowed on the site.
- 29.5 The *Contractor* shall conduct construction operations with minimum interference to adjacent roadways, sidewalks and access facilities in general. Keep such areas free from materials, debris and equipment at all times. Confine operations to areas designated by the *Contract Administrator*.
- 29.6 The entry and removal of all materials, equipment and tools onto and off the site will be subject to inspection and approval.

30.0 Waste Disposal

- 30.1 Fires, burning, or burying of rubbish and waste materials on-site is not permitted.
- 30.2 All rubbish and waste materials that are generated by the *Contractor* during the performance of the contract shall be removed from the site and disposed of in a location that complies with all Provincial, Federal and Municipal regulations and must be approved by the *Contract Administrator* and will be at the expense of the *Contractor*.

END OF SUPPLEMENTARY GENERAL CONDITIONS

ERICKSON WATER SYSTEM
WATERMAIN REPLACEMENT
SUPPLEMENTARY SPECIFICATIONS

SS
PAGE 1 OF 1

The Construction Specifications for this project are contained in the Master Municipal Construction Documents (MMCD) Platinum Edition Volume II, 2019, except as specified in the following Supplementary Specifications and MMCD Supplemental Updates (see Schedule 1 of the Agreement). These Supplementary Specifications take precedence over the applicable MMCD Specifications.

CONTENTS

Project Specific Supplementary Specifications		No. of Pages
Section 01 10 00S	Special Provisions	4
Section 01 29 00S	Supplemental Payment Procedures	2

1.0 Scope of Work

1. The Work, unless specifically stated otherwise, shall include the furnishing of all materials, products, plants, labour and transportation necessary to complete the work. The intent is that the *Contractor* provides a complete job.
2. The work shall not be deemed complete until all components are placed in operation by the *Contractor*, and are operating satisfactorily.
3. Any minor item of the work not called for in the specifications or shown on the drawings but clearly required to meet the intent of design and normally provided for the proper operation of the work shall be provided as if specifically called for in the contract documents.
4. The complete work under this contract shall be governed by the dictates of good practice in all details, materials and workmanship even if not minutely specified. The components of the work shall be properly coordinated to provide a complete system.

2.0 Section 01 33 01 Project Record Documents

1.7 Recording Actual Site Conditions, Add the following:

- .6 *Contractor* to complete and submit a complete digital survey of all *Work* in AutoCAD format, redline and mark-up drawings within two (2) weeks of *Substantial Performance*. Survey data shall include all visible and nonvisible construction items, including but not limited to water service meter chambers, inverts for valves and bends, curb stops, vaults, pavement repair patches, drains, culverts, etc. The survey shall include buried items, such as pipe inverts, bends, deflections and pipe crossings as well as the survey pick up of exposed pipe locations prior to construction.
- .7 The *Contractor* shall be responsible for the cost of verifying non-disturbance or replacing any legal survey pins or monuments damaged during construction operations. In the event that the *Contractor* requires the removal of any legal survey markers for the purpose of the *Work*, the *Contractor* must receive written consent for the *Contract Administrator* and the pin must be adequately referenced by a BCLS prior to removal.

3.0 Section 01 52 01 Temporary Structures – Site Office

Delete 1.3.1, no Site Office is required for the *Contract Administrator*.

4.0 Section 01 55 00 Traffic Control, Vehicle Access and Parking

1.4 Traffic Control, Add the following:

- .14 All construction signage and traffic control must be in compliance with the Contract Documents, MOTI Manual, Road Usage Permit and as directed by the *Contract Administrator*. All signage, barricades, delineators and garments must comply with MoTI Technical Circular T09-05 for Retro-Reflectivity. The *Contractor* shall provide a Traffic Management Plan to be approved by MoTI prior to commencement of the Work.
- .15 The *Contractor* shall make provision at all times for adequate separation between public and work area hazards, active and inactive, such as construction equipment, excavations and

equipment by means of delineation, barricades and fencing. Applicable traffic control devices used for night time service must have ASTM9 equivalent or diamond grade equivalent reflectivity and flashing beacons. Where equipment enters or exists in the work area, Traffic Control Persons shall be used.

- .16 The *Contractor* shall backfill any trenches at the end of each work day.
- .17 Working hours shall be in accordance with the local bylaws unless otherwise approved by the *Contract Administrator*.
- .18 All regulatory signs that are affected by the work must be removed and replaced with permission from MoTI only (i.e. stop signs, speed zone signs, etc.). *Contractor* to provide 7 days written notice to *Contract Administrator* for sign removal.
- .19 All affected roads shall be swept and have dust control applied as conditions warrant or as directed by the *Contract Administrator*.

5.0 Section 01 57 01 Environmental Protection

1.4.3 Environmental Protection, .3 Pollution Control, Add the following:

- .5 Prepare written Spill Contingency Plan prior to commencement of construction activities. Spill Contingency Plan shall include the following:
 - .1 Provisions for secondary containment for all stationary bulk fueling tanks, equipment washing and maintenance areas. Secondary containment for fueling tanks must be a minimum 110% of the volume of the tank or 40% of the volume of all containers stored, whichever is the greater volume.
 - .2 Spill Kits and protective equipment shall include absorbent pads, booms, etc. for containing and mopping up small spills, and gloves, coveralls, shovels, containers, etc. to use to mop up spilled substances.
 - .3 Segregation and disposal procedures (or contingency plan) for contaminated soils and/or contaminated groundwater.
 - .4 Reporting procedure that includes "reportable volumes" and numbers to call in the event of a spill. For example, spills of oil or diesel fuel equal to or in excess of 100 L must be reported to the Provincial Emergency Program (PEP) at 1.800.663.3456.

When calling PEP be prepared to answer the following:

- Your name and contact phone number;
- Name and telephone number of the person who caused the spill;
- Location and time of the spill;
- Type and quantity of the substances spilled;
- Cause and effect of the spill;
- Details of action taken or proposed;
- Description of the spill location and surrounding area;
- Names of the agencies on scene; and
- Name of other persons or agencies advised concerning the spill.

- .5 Small spills may be dealt with by the *Contractor* provided equipment is available to contain and clean-up the spilled substances and all soils affected by the spill. Any spill to a surface water utility must be reported.

6.0 Availability of AutoCad Design Drawings

1. The Autocad design drawings will be made available to the *Contractor* for the purpose of site layout during construction. These drawings are supplied as a matter of courtesy and are in no way to be taken as appurtenant to, associated with or in placement of copies of the officially signed and sealed documents. The data is provided "as is" without warranty of any kind either expressed or implied. Any person(s) making use of or relying upon the data in the digital file(s) is responsible for confirming its accuracy and completeness. Only the most recent paper and PDF copies of Issued for Construction Drawings are to be considered as true and final as issued by the Engineer.
2. The *Contractor* will be solely responsible for survey layout at the Place of Work, including the compilation or extraction of additional information from the Autocad Design drawings if required to complete the Work.
3. No additional information regarding layout of the Work will be supplied by the *Owner* unless the *Contract Administrator* determines that requests for information pertaining to layout cannot be extracted from the Contract Drawings or the Autocad design drawings.

7.0 Construction Windows, Permits and Approvals

1. Ministry of Transport and Infrastructure (MoTI) Permit will be obtained by the *Contract Administrator* for the work.
2. Interior Health (IH) Waterworks Construction Permit will be obtained by the *Contract Administrator* for the work.
3. The *Contractor* is required to obtain all other permits required to implement the work.

8.0 Construction Access

1. The *Contractor* is to access the project site from 16th Avenue South and Erickson Road only. 16th Avenue South and Erickson Road are to be swept often to prevent roads from becoming muddy / dusty.
2. All construction crew vehicles are to either park onsite (when able to) or at a location secured by the *Contractor*.
3. Access to adjacent businesses and homes must be maintained daily and any interruption to traffic flow on 16th Avenue South or Erickson Road must be approved by the Ministry of Transportation and Infrastructure and the *Contractor* is responsible for obtaining such approvals.

9.0 Property Protection

1. The *Contractor* is to protect any existing trees and vegetation outside of the area of disturbance during construction. These areas are to be fenced off to prevent equipment access. The existing shrubs must not be damaged as a result of the project construction.
2. Any damage caused during construction to private or public property will be repaired by the *Contractor*, at the *Contractors* cost.

10.0 Materials and Compaction Testing

1. The *Contractor* must provide materials and compaction testing for any watermain/service installations existing paved road carriageways, as follows:
 - a. Recent gradations of proposed imported granular materials (including imported granular trench backfill, pipe bedding, road subbase and base) meeting the MoTI specifications for shop drawing review by the *Contract Administrator*;
 - b. Compaction testing every 75 metres of watermain trench length per backfill lift (each lift not to exceed 300mm thickness) and any retests until a minimum 98% SPMDD result is achieved;
 - c. Compaction testing every 75m of watermain trench length for road subbase backfill and any retests until a minimum 98% SPMDD result is achieved;
 - d. Compaction testing every 75m of watermain trench length for road base and any retests until a minimum 98% SPMDD result is achieved;
 - e. Marshall analysis of each day of paving of the hot-mix asphalt sample taken from the project site; and
 - f. Two asphalt cores (for the project) with reported asphalt thickness and compaction to show minimum 100mm thickness asphalt was achieved and compaction of 97% was achieved.
2. The *Contractor* must provided the asphalt design mix a minimum of two weeks prior to paving for MoTI and *Contract Administrator shop drawing review*.
3. The granular backfill installed in the watermain trench backfill must be compacted with a moisture content within 3% of optimum moisture, as determined by the proctor analysis for each material.

11.0 Remove and Reinstate Signage

1. Where signage exists in the path of trench excavation and spoil piles, the sign must be removed and stored in a safe location and reinstalled following the completion of backfill.
2. The *Contractor* is responsible for protecting these signs from damage or vandalism between the removal and reinstatement of the signage.
3. If a stop sign must be removed, temporary stop signs must be erected during the construction at the *Contractor's* expense.
4. Signs must be reinstated following completion of the backfill of the trench adjacent to the sign within 2 days of the completion of the backfill.

12.0 Repair Driveway Crossings

1. Where watermain or water services must cross existing gravel driveways, the contractor must backfill with the same substrate soils and restore the driveway to the original condition or better, including compaction to prevent future settlement.
2. A minimum 150mm thickness of compacted imported granular road base shall be installed over the disturbed driveway area.

13.0 Hold Existing Power Pole Near Open Excavation

1. Utility poles exist along the proposed watermain alignment within the *Place of Work*. The *Contractor* is responsible for contacting the utility companies to hold poles as and when necessary for the installation of the proposed watermain and appurtenances.
2. The *Owner* will not be responsible to compensate the *Contractor* for delay of work with respect to this item.

14.0 Pipe Insulation

1. Rigid insulation with a minimum compression strength of 40 psi and minimum thickness of 50mm, placed centred over the new watermain at a minimum width of 1.2m (or in a U-shape box style with total perimeter length of 1.2m), shall be installed where a minimum 1.5m cover is not obtained above the new watermain.
2. The insulation must be installed continuously (no gaps) along the length of watermain (or service) does not have the minimum 1.5m cover.
3. The insulation must be installed per the detail in the *Contract Drawing*.
4. The insulation must be installed on a flat bedding surface to avoid gaps between the bedding surround and the underside of the insulation.

15.0 Tracer Wire

1. #14 gauge tracer wire and casing/coating shall be adhered to the top of the watermain for the entire length complete with connections to the surface at valves and water services as shown in the *Contract Drawings*. All materials, equipment and labour required to install the tracer wire and its connections to valves, fittings, etc shall be considered incidental to the *Contract*.

16.0 Use of Trench Box to Limit Disturbance to Existing Road Pavement

1. The *Contractor* must use a narrow trench box (less than 1.5m wide) to assist with reducing the disturbance/damage to the existing asphalt edge of road along the length of the proposed watermain trench, to the area hatched in grey on the *Contract Drawings*.
2. The *Contractor* must backfill all open trench before the end of each work day and not have more than a length of 45 metres of trench length open at any time during the project.
3. The *Contractor* must not spoil trench excavation or backfill onto the existing street pavement on Erickson Road or 16th Avenue South during the project.
4. The *Contractor* must not travel across the existing paved surface of Erickson Road and 16th Avenue South with a tracked excavator, without protective measures (to avoid scarring the existing asphalt). A rubber tracked excavator is preferred.
5. Due to the limits of construction and available space to construct the new watermain, it was anticipated that the trench material would be wasted by the *Contractor* offsite and granular trench import material would be required for the backfill of the watermain trench.
6. The ground elevation trench width shown on Road Restoration detail in the *Contract Drawings*, is for road/driveway crossings only. The ground elevation trench width for all other locations shall not exceed 2.1m total width.

17.0 Road Shoulder Restoration

1. The *Contractor* shall restore any disturbed road shoulder as a result of the *Works*. The road shoulder shall consist of a minimum 100mm thickness and width of 0.5m. The road shoulder restoration must be compacted and the embankment slope of the shoulder placement shall not exceed a slope of 2H:1V.
2. The *Contractor* shall make every effort to not disturb the road shoulder where the watermain parallels the road, except for at the road crossings.
3. All asphalt saw cuts for asphalt patching resulting from disturbance/damage during construction, shall be considered incidental to the *Contract* bid price.

18.0 Existing Watermain

1. The existing watermain must be kept in service during the installation of the new watermain. The existing watermain carries a high pressure (125 to 150 psi) flow in a 50mm diameter thin walled PVC pipe. The existing pipe has been reported to pull out of its existing pipe joint, requiring repair.
2. The watermain is expected to be a 150mm diameter AC pipe at the east tie in location.
3. The existing watermain must be exposed by the contractor to determine its exact location in strategic locations (as determined by the contractor in consultation with the *Contract Administrator*) prior to construction, to confirm elevation and location (via survey record by *Contractor*), to avoid potential conflicts.
4. The *Contractor* must expose the existing Town of Creston watermain crossings within 16th Avenue South, to confirm elevation and location, prior to construction (incidental to *Contract*).

19.0 Water Meters, Services and Service Connections

1. A water meter and vault must be installed at each existing water service. The size, location and meter vault components are shown on the *Contract Drawings*.
2. The *Owner* will supply the water meter assembly.
3. The *Contractor* shall install the water meter assembly.
4. The *Contractor* shall supply and install the following for each water meter and related works, per the detail provided in the *Contract Drawings*:
 - a. Robar double strapped stainless steel service saddle
 - b. Cambridge brass (no lead) main stop
 - c. Municipex service pipe, length to suit
 - d. Meter Vault and frame and cover, depth to suit such that frame and cover are flush with the surrounding ground surface
 - e. Fittings and connections
 - f. 100mm diameter PVC pipe and cap for meter pit antenna
5. The double check valve assembly is not required.

20.0 New Water System Testing

Following installation of the new water system and prior to completion of any water system connections (ie tie in and service connections) to the existing system, the *Contractor* must complete the following system testing (considered incidental to the *Contract*):

- a. Written description of the flushing, leakage testing, chlorination, second flush and bacteriological testing of the new water system for *Owner* and *Contract Administrator* approval to proceed;
- b. Flushing to AWWA C651 latest standard;

- c. Leakage testing to AWWA C605 standard (latest version) to a test pressure of 200psi at the lowest point in the new system;
- d. Disinfection of the new water system to AWWA C605 standard (latest version);
- e. Second flushing of the new water system to AWWA C605 latest standard; and
- f. Bacteriological sampling at each end of the new water system to AWWA C605 standard (latest version) for testing for total coliform and e coli to an accredited lab.

21.0 Optional Work

1. The *Owner* is considering extending the watermain an additional 50.5m to the west of the current project limits. The proposed most westerly 50mm diameter meter vault, watermain gate valve and blow would be relocated to the proposed end of extension should this work proceed.
2. The *Owner* is considering the installation of a buried Pressure Reduce Valve (PRV) and vault assembly to reduce pressures to the proposed water system, pending available budget to complete this work.

This section provides "Measurement for Payment" clauses for items not addressed in the MMCD specifications or provides revised/amended clauses for items included in MMCD. These items have an "SSP"- notation in the 'Payment' column of Appendix 1 of the Form of Tender, indicating the Supplemental Payment Procedure Number.

Note that any minor items not listed in the Form of Tender but typical for this type of work, such as but not limited to utility locates, exploratory digging, protection of utilities, temporary construction fencing, disposal of waste materials, adjustment of existing surface features or appurtenances, removal and replacement of trees, shrubs and landscaping, public relations, miscellaneous fittings, connections or removals shall be considered incidental to the work and no separate payment will be made.

PART 1.0 - GENERAL

- .1 Payments shall be made on the basis of the lump sum prices and the unit prices bid in the Unit Price Schedules in the Tender Form.
- .2 The prices bid for various items of work, unless specifically noted otherwise, shall include the supply of all labour, material, plant and equipment required to construct the work in accordance with the drawings and specifications.
- .3 The method of measurement of the quantities for payment and the basis for payment will be in accordance with the following items of this section. The *Contract Administrator* will do all measurement.
- .4 The prices bid for supply and installation of materials shall be full compensation for supplying, delivering, loading, unloading, handling, storage, breakage, waste, hauling, installing, cleaning, testing and placing in service the work together with all work subsidiary and incidentals thereto for which separate payment is not provided elsewhere. **Payment shall be only for materials actually installed.**
- .5 All existing materials on-site whether structures, vegetation, topsoil, gravel, sand or other excavated, or piled materials are the property of the *Owner* on which the work is located. Only those materials specifically noted in the specifications or on the drawings as belonging to the *Contractor* shall become the *Contractor's* property.
- .6 Where there are excess excavated materials, unsuitable materials or materials of any kind that are not used in the work, such materials are not the property of the *Contractor* unless authorized in writing by the *Contract Administrator* or specified to be disposed of by the *Contractor*.
- .7 The sum of the payments in the Unit Price Schedules of the Tender Form shall constitute full payment for the complete works as described in these documents. Extra payment will only be made for items adding to the scope of the works, as described in these documents and/or shown on the drawings and as evident from inspection of the site of the works.

PART 2.0 - NON-PAYMENT ITEMS

- .1 Supply of all equipment, labour, materials, plant, and services required to complete the Work for which no specific payment item has been assigned in the Unit Price Schedules of the Tender Form shall be considered incidental to the Works.
- .2 There shall be no separate payment for incidental work. Payment for incidental work shall be considered to be included in the total tendered price of the Unit Price Schedules of the Tender Form.
- .3 All work shown on the plans and drawings, or referred to in the General Conditions, the Supplementary General Conditions, or the General Specifications shall be considered as part of the complete work unless specifically deleted.
- .4 There shall be no separate payment for insurance. All insurance costs (as required by MMCD and the Regional District of Central Kootenay and shall include other parties as additional insureds such as the Regional District of Central Kootenay, WSP Canada Inc and His Majesty the King c/o the Ministry of Transportation and Infrastructure - MoTI), incurred by the contractor for the works shall be considered incidental work and shall be considered to be included in the total price of the Unit Price Schedules in the *Tender Form*.
- .5 Environmental Protection is considered incidental work.
- .6 There shall be no separate payment for locating existing water services. All existing utility locate costs incurred by the *contractor* for the works shall be considered incidental work and shall be considered to be included in the total price of the Unit Price Schedules in the Tender Form.
- .7 There shall be no separate payment for maintaining water service supply to the five residents/businesses currently serviced by the existing watermain. All costs and protective measures, required to maintain water service to the five residents/businesses during construction, incurred by the *contractor* for the *works* shall be considered incidental work and shall be considered to be included in the total price of the Unit Price Schedules in the Tender Form.

PART 3.0 – MEASUREMENT AND PAYMENT

- 1. **SPP1 Mobilization / De-Mobilization** (Section 01 53 01) is a fixed lump sum allowance item and will be paid 50% with the first progress payment and 50% with final progress payment after Total Performance has been achieved. The second 50% amount will not factor into the calculation for determination of Substantial Performance.
- 2. **SPP2 Survey Layout and Project Record Documents** (Section 01 33 01) is a lump sum item with 50% to be paid as a percentage of the completed contract survey work and 50% after submission of the digital record drawings.
- 3. **SPP3 Traffic Control, Vehicle Access and Parking** (Section 01 55 00) is a lump sum item and will be paid as a percentage of the completed contract work.
- 4. **SPP4 Materials and Compacting Testing** (Section 01 10 00 S) is a lump sum price for all materials and compaction testing and will be paid upon the completion of the release of the results to the *Contract Administrator*, provided the results show the materials were compacted to the minimum required

density. No payment will be made for retests due to failing results.

5. **SPP5 Removal and Reinstate Signage** (Section 01 10 00 S) is a unit price item for each sign removal and replacement. For each sign removal and replacement, one unit payment will be made upon completion of the removal and replacement, provided that the *Contractor* has protected each sign from damage and vandalism.
6. **SPP6 Repair Driveway Crossings** (Section 01 10 00 S) is a unit price item for each disturbed driveway and payment will be made upon completion of each driveway repair to the satisfaction of the *Contract Administrator* and restoration of the driveway(s) must be to the original condition or better.
7. **SPP7 Hold Existing Power Pole Near Open Excavation** (Section 01 10 00 S) is a unit price item for each utility pole held and payment will be for full compensation for all permitting, coordination, supervision, labour, equipment and materials for each pole held.
8. **SPP8 Insulation** (Section 01 10 00 S) is a unit price item the supply and installation of 50mm thickness and 1.2m width centred over the watermain and payment will be made based on the measurement of the length of insulation in place from end to end. No additional payment will be made for any additional pipe bedding surround.
9. **SPP9 Shoulder Restoration** (Section 01 10 00 S) is a unit price item the supply and installation of 100mm thickness and 0.5m width of compacted road shoulder restoration measured along the adjacent end of pavement.
10. **SPP10 Use of Trench Box** (Section 01 10 00 S) is an incidental item to the unit price item to supply and install 100mm diameter DR18 PVC watermain. No additional payment will be made for the use of the trench box to limit disturbance/damage to the existing road pavement on Erickson Road.
11. **SPP11 Water Meters, Services and Service Connections** (Section 01 10 00 S) includes a number of unit price items for supply and installation of water meters, services and service connection and payment will be for full compensation for all excavation, bedding, backfill, compaction, supervision, labour, equipment and materials and related works for each payment item (a. to e. below) as follows:
 - a. Payment Item Scope (each): Water meter chamber and frame and cover (per service diameter noted in the Schedule of Quantities and Prices);
 - b. Payment Item Scope (each): Installation of the owner supplied water meter (per service diameter noted in the Schedule of Quantities and Prices), complete with supply and installation of pipe, fittings and mounts inside meter vault as well as antenna pipe and caps;
 - c. Payment Item Scope (each): Service main stops, service saddles, curb stop, municipex pipe – length to suit (per service diameter noted in the Schedule of Quantities and Prices);
 - d. Payment Item Scope (each): 19mm diameter curb stops for onsite connections; and
 - e. Payment Item Scope (each): 19mm diameter brass compression tee fittings and related 19mm diameter municipex service pipe and connections.

12. SPP12 PRV Station (Section 01 10 00 S) includes a number of unit price items for supply and installation of a PRV Station wherein payment will be for full compensation for all excavation, bedding, backfill, compaction, supervision, labour, equipment and materials and related works for each payment item (a. to g. below) as follows:

- a. Payment Item Scope (each): PRV Concrete Vault;
- b. Payment Item Scope (each): PRV Pipe and Fitting assembly inside PRV vault to 2m outside the PRV vault;
- c. Payment Item Scope (each): 100mm diameter bends and joint restraints for PRV Connections outside of PRV Vault;
- d. Payment Item Scope (each): 100mm diameter PVC PRV Vault drain to outlet complete with denso taped wrapped pipe joints and rodent screen on the outlet;
- e. Payment Item Scope (each): PRV Concrete lock block retentional wall, complete precast concrete lock blocks (1.5x1.5x0.75m concrete blocks) with flat surface top and grouted lifting lug holes;
- f. Payment Item Scope (each): PRV granular fill and driveway access gravels per the *Contract Drawings*;
- g. Payment Item Scope (each): PRV Vault bollards;

Note that the quantities for the gate valves outside the PRV vault are provided under separate payment items in the ITT 17.0 Optional Work section of the *Schedule of Quantities and Prices*.