



Tender Documents

Regional District of Central Kootenay

November 19, 2024

Broadwater Road Water System Upgrade

Ref# 2024-260-ENV



Set # _____

TABLE OF CONTENTS

Owner: Regional District of Central Kootenay
(NAME OF OWNER)

Contract: Broadwater Road – Water System Upgrade
(TITLE OF CONTRACT)

Reference No. 2024-260-ENV
(OWNER'S CONTRACT REFERENCE NO.)

TABLE OF CONTENTS

Invitation to Tender INV-1

Instructions to Tenderers – Part I IT-1 to IT-6

Form of Tender FT-1 to FT-12

Form of Agreement AGT-1 to AGT-6

Supplementary General Conditions SGC-1 to SGC-8

Supplementary Specifications 12 Pages

INVITATION TO TENDERERS

Owner: Regional District of Central Kootenay
(NAME OF OWNER)

Contract: Broadwater Road – Water System Upgrade
(TITLE OF CONTRACT)

Reference No. 2024-260-ENV
(OWNER'S CONTRACT REFERENCE NO.)

The Owner invites tenders

for: *The water system upgrade to the existing watermain on Broadwater Road will require approximately: 114m of PVC watermain installation, and all associated services and appurtenances and 40m² of asphalt removal and replacement. The project is to be completed during low-flow conditions of the existing creek running underneath Broadwater Road.*

(BRIEF DESCRIPTION OF THE WORK)

The Owner invites potential bidders to attend a non-mandatory site meeting on Wednesday November 27, 2024 at 1:00pm, located at the Broadwater Road Site, Robson BC.

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 Owner. 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.

(ADDRESS WHERE CONTRACT DOCUMENTS CAN BE VIEWED)

The Contract Documents will be available for downloading on or after November 19, 2024 at:

Tenders are scheduled to close:

Tender Closing Time: 2:00 p.m. local time

Tender Closing Date: Wednesday January 15, 2025

Address: Tenders@rdck.bc.ca
CC aevenson@rdck.bc.ca

(ADDRESS WHERE TENDERS MUST BE SUBMITTED)

Name of Owner's representative:

AJ Evenson
Regional District of Central Kootenay
250.551.0774
(CELL)

1.0	Introduction.....	IT – 1
2.0	Tender Documents	IT – 1
3.0	Submission of Tenders	IT – 2
4.0	Additional Instructions to Tenderers	IT – 3

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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: Broadwater Road – Water System Upgrade
(TITLE OF CONTRACT)

Reference No. 2024-260-ENV
(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:

The water system upgrade to the existing watermain on Broadwater Road will require approximately: 114m of PVC watermain installation, and all associated services and appurtenances and 40m² of asphalt removal and replacement. The project is to be completed during low-flow conditions of the existing creek running underneath Broadwater Road.

(BRIEF DESCRIPTION OF THE WORK)

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

Senior Project Manager

(NAME AND POSITION OF INDIVIDUAL WHO WILL ANSWER INQUIRIES)

Address: 202 Lakeside Drive
Nelson, BC, V1L 6B9

Phone: 250.551.0774

Fax: _____

Email: aevenson@rdck.bc.ca

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 addresses below, subject line with the above *Contract* Title and Reference No., and must be received by the office of:

Senior Project Manager

(TITLE OF POSITION)

on or before

Tender Closing Time:

2:00 p.m.

local time

Tender Closing Date:

Wednesday January 15, 2025

At

Address: Tenders@rdck.bc.ca

CC aevenson@rdck.bc.ca

(ADDRESS WHERE TENDERS MUST BE SUBMITTED)

Fax:

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

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 Additional Instructions to Tenderers

4.1	Par. #	Title	Action
	5.2.2	Tender Requirements - Cash, Bank Draft, Letter of Credit	Delete entire paragraph.
	12.1	Amendment of	Change “hand, mail or fax” to “hand”

	Tenders	and add “An amendment by email or fax will not be accepted.”
15.4	Award	<p>Insert the following clause:</p> <p>“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.”</p> <p><u>Basis of Contract Award & Acceptance</u></p> <p>In reviewing tenders and awarding the <i>Contract</i> for this project the <i>Owner</i> may consider not only the tendered prices but the overall value that the tender represents to the <i>Owner</i> based on quality, service and price, and the tenderer’s experience and qualifications considered essential by the <i>Owner</i> for the satisfactory completion of this type and size of project, including:</p> <ul style="list-style-type: none">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 <i>Work</i>.

- 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.

4.2 Form of Submission

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

4.3 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

4.4 17.1 Optional Work

Change "Optional work" as defined in GC1.37, to "Optional Work", as defined in GC 1.48.

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: Broadwater Road – Water System Upgrade
(TITLE OF CONTRACT)

Reference No. 2024-260-ENV
(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 achieve Substantial Performance of the *Work* on or before September 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.

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

WE CONFIRM:

4.1 that the following appendices are attached to and form a part of this tender:

Tenderer's Initials _____

4.1.1 the appendices as required by paragraph 5.3 of the Instructions to Tenderers – Part II; and

4.1.2 the *Bid Security* as required by paragraph 5.2 of the Instructions to Tenderers – Part II.

WE AGREE:

5.1 that this tender will be irrevocable and open for acceptance by the *Owner* for a period of 60 calendar days from the day following the *Tender Closing Date and Time*, even if the tender of another tenderer is accepted by the *Owner*. If within this period the *Owner* delivers a written notice (“*Notice of Award*”) by which the *Owner* accepts our tender we will:

5.1.1 within 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

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

Tenderer’s Initials _____

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

RDCK 2024-01
(CONTRACT#)

Broadwater Road - Water System Upgrade
(TITLE OF CONTRACT)

TENDER SUMMARY

See paragraph 5.3.1 of the Instructions to Tenderers – Part II

All prices and *Quotations* including the Contract Price shall not include GST. GST shall be shown separately.

<i>Division</i>	<i>Description</i>	<i>Totals</i>
Div 01	General Requirements	\$
Div 31	Earthworks	\$
Div 32	Roads and Site Improvements	\$
Div 33	Utilities	\$
	SubTotal	\$
	Contingency @ 10%	\$
	SubTotal	\$

Tenderer's Name _____

Tenderer's Initials _____

DIV 01 - GENERAL REQUIREMENTS

<i>Item No</i>	<i>Para</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Total Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
01 33 01		1.1 - Project Record Documents				
1.1.01	1.8.1S	Project Record Documents	L.S.	1	\$	\$
Sub Total:						\$

Tenderer's Initials _____

DIV 31 - EARTHWORKS

<i>Item No</i>	<i>Para</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Total Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
31 23 17 4.1 - Rock Removal						
2.1.01	1.6.6S	(OPTIONAL) Mass and Trench Rock - Blasting Not Permitted	Cubic Metre	50	\$	\$
32 01 16.7 5.1 - Cold Milling						
2.2.01	1.5.1S	Asphalt Removal - Saw-Cutting c/w Removal & Offsite Disposal	Square Metre	40	\$	\$
31 24 13 4.3 - Roadway Excavation, Embankment and Compaction						
2.3.01	1.8.5	Common Excavation to Neat-Line Design c/w Offsite Disposal	Cubic Metre	18	\$	\$
2.3.02	1.8.14S	(OPTIONAL) Over Excavation Remove and Replace Unsuitable material	Cubic Metre	30	\$	\$
2.3.03	1.8.9	Subgrade Preparation	Square Metre	40	\$	\$
Sub Total: \$						

DIV 32 - ROADS AND SITE IMPROVEMENTS

<i>Item No</i>	<i>Para</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Total Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
31 24 13		4.3 - Roadway Excavation, Embankment and Compaction				
4.2.01	1.8.4 1.8.5	Remove Existing Utility Strips, Driveways, Abandoned Pipes, IC's, Conduits, Signs, Sign Bases, Asphalt Outside of Roadway, Including Disposal to a Site Approved by the Contractor Administrator	LS	1	\$	\$
32 11 16.1		5.1 - Granular Sub-Base				
3.1.01	1.4.2	Supply and Install 75mm minus Granular Sub-Base - 300mm Thickness for Roads	Square Metre	40	\$	\$
32 11 23		5.2 - Granular Base				
3.2.01	1.4.2	Supply and Install 19mm minus Granular Base @ 150mm Thick for Roadway	Square Metre	40	\$	\$
32 12 16		5.4 - Hot-Mix Asphalt Concrete Paving				
3.3.01	1.5.1, 1.5.2	Asphalt Pavement - Single Lift MoT Class 2 Mix 75mm Thickness	Square Metres	40	\$	\$
32 91 21		5.7 - Topsoil and Finish Grading				
3.4.01	1.4.1S	Supply and Install Topsoil 100mm Thickness	Cubic Metre	27	\$	\$
32 92 19		5.8 - Hydraulic Seeding				
3.5.01	1.8.1	Hand Seeding	Square Metres	270	\$	\$
Sub Total:						\$

DIV 33 - UTILITIES

<i>Item No</i>	<i>Para</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Total Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
33 11 01		6.1 - Waterworks				
4.1.01	1.8.1S, 1.8.2S	Watermain PVC C900 150mm Diameter - Approved Native Backfill	Lineal Metres	114	\$	\$
4.1.02	1.8.3S	Tee 150mm x 150mm x 150mm (HxHxH)	Each	2	\$	\$
4.1.04	1.8.3	Gate Valve - 150mm Dia. (HxH)	Each	5	\$	\$
4.1.03	1.8.3	22.50 Degree DI Bend - 150mm Dia. (HxH)	Each	1	\$	\$
4.1.04	S	5.0 Degree PVC Bend - 150mm Dia. (HxH)	Each	2	\$	\$
4.1.05	1.8.3	Permanent Cap and Abandon 150mm diameter AC Watermain	Each	2	\$	\$
4.1.06	1.8.13	Watermain Tie-In - To 150mm AC C/W coupler Pipework by Contractor	Lump Sum	4	\$	\$
4.1.07	1.8.2S	Watermain Insulation - Where 1.2m Burial Depth Cannot be Achieved	Lineal Metres	24	\$	\$
4.1.10	1.8.5	Blowoff Assembly - Detail on Drawing D- 01	Each	1	\$	\$
					Sub Total:	\$

Tenderer's Initials _____

**APPENDIX 3
EXPERIENCE OF SUPERINTENDENT**

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

Owner: Regional District of Central Kootenay
(NAME OF OWNER)

Contract: Broadwater Road – Water System Upgrade
(TITLE OF CONTRACT)

Reference No. 2024-260-ENV
(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: Regional District of Central Kootenay
(NAME OF OWNER)

Contract: Broadwater Road – Water System Upgrade
(TITLE OF CONTRACT)

Reference No. 2024-260-ENV
(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: Regional District of Central Kootenay
(NAME OF OWNER)

Contract: Broadwater Road – Water System Upgrade
(TITLE OF CONTRACT)

Reference No. 2024-260-ENV
(OWNER'S CONTRACT 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 <i>Contractor</i> will perform all <i>Work</i> and provide all labour, equipment and material and do all things strictly as required by the <i>Contract Documents</i> . |
| | | 1.2 | The <i>Contractor</i> will commence the <i>Work</i> in accordance with the <i>Notice to Proceed</i> . The <i>Contractor</i> will proceed with the <i>Work</i> diligently, will perform the <i>Work</i> generally in accordance with the construction schedules as required by the <i>Contract Documents</i> and will achieve <i>Substantial Performance</i> of the <i>Work</i> on or before <u>September 30, 2025</u> subject to
(INSERT DATE OF SUBSTANTIAL PERFORMANCE) |
| | | 1.3 | Time shall be of the essence of the <i>Contract</i> . |
| Article 2 | Contract Documents | 2.1 | The " <i>Contract Documents</i> " 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 <i>Contract Documents</i> . All of the <i>Contract Documents</i> shall constitute the entire <i>Contract</i> between the <i>Owner</i> and the <i>Contractor</i> . |

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*:

Regional District of Central Kootenay

Tenders@rdck.bc.ca

CC aevenson@rdck.bc.ca

Fax: _____

Email: aevenson@rdck.bc.ca

Attention: AJ Evenson

The *Contractor*:

Fax: _____

Email: _____

Attention: _____

The *Contract Administrator*:

Fax: _____

Email: _____

Attention: _____

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:

Regional District of Central Kootenay

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

AJ Evenson

(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”, edition dated Platinum Edition, 2009. All sections of this publication are included in the *Contract Documents*.

- 8.1 Agreement, including all Schedules;
- 8.2 Supplementary General Conditions (for MMCD Volume II, Platinum Edition, 2009);
- 8.3 General Conditions*;
- 8.4 Supplementary Specifications (for MMCD Volume II, Platinum Edition, 2009);
- 8.5 Specifications*;
- 8.6 Supplementary Standard Detail Drawings (if any);
- 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)

8.13 MMCD Supplementary Updates:

2016-11-18
2015-11-12
2014-09-19
2014-07-15
2014-02-28
2013-06-13
2012-08-07
2012-06-08
2012-05-30
2011-08-08
2011-08-04
PVC C900 Pipe Specification Clarification
2010-05-18
2010-03-25
2009-11-19

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 NO.	REVISION DATE
Cover	C-01	October 17, 2024	1	November 19, 2024
General – Notes	N-01	October 17, 2024	1	November 19, 2024
General – Details	D-01	October 17, 2024	1	November 19, 2024
Waterworks – Broadwater Road Sta 0+000 to 0+145	W-01	October 17, 2024	1	November 19, 2024

Owner: Regional District of Central Kootenay
(NAME OF OWNER)

Contract: Broadwater Road – Water System Upgrade
(TITLE OF CONTRACT)

Reference No. 2024-260-ENV
(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> ."
	.3	Contract Administration	Delete GC3.3.5 and replace with: "The Owner shall provide the Contractor with three survey control points at the Place of the Work, and relative coordinates of the major portions of the Work. The Contract Administrator may conduct survey checks of the Work at his discretion. The Contractor shall provide a survey assistant, at the Contract Administrators request, for such survey checks. The Contractor shall protect and preserve such survey control points for so long as they are required for the Work and if any of them must be replaced because they are disturbed or destroyed by the Contractor, then the Contractor shall pay the costs of such replacement."
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, telephone poles, fibre optic lines and other facilities of utility companies 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 electricity, 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 Work.
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	.2	Construction Schedule	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	GC4.12.2.5 (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 Gas, Fortis BC Elec, Shaw Cable, other utility corporations, or <i>Owner Forces</i> 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 Regional District and shall be deducted from the Contract Price before final payment is made. No claim for lost profit shall be made by the <i>Contractor</i> for the deletion of any or all of these optional items.
9.2	.1(1)	Valuation Method	Add: ; subject to final approval of available funding by the <i>Owner</i> .
	.4		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.”
9.4	.3	Quantity Variations	<p>Delete GC 9.4.3 and replace with the following:</p> <p>A revised unit price shall be applicable and calculated as follows:</p> <p>1) in the case of a shortfall of more than the <i>Variance Threshold Percentage</i>:</p> <p>a) the revised unit price shall apply to all of the actual amount of that item constructed or provided; and</p> <p>b) the revised unit price shall be determined so that the <i>Contractor’s</i> total compensation for that item will be equal to the actual quantity multiplied by the tender unit price plus an amount equal to the overhead and profit, if any, the <i>Contractor</i> would have received for the quantity difference between the <i>Tender Quantity</i> as reduced by the <i>Variance Threshold Percentage</i> and the actual quantity; and</p> <p>2) in the case of an overrun of more than the <i>Threshold Variance Percentage</i> of the <i>Tender Quantity</i> for that item:</p> <p>a) the original unit price shall apply to the <i>Tender Quantity</i> for that item plus the <i>Threshold Variance Percentage</i> and the revised unit price shall apply only to the quantity in excess of the <i>Threshold Variance Percentage</i>, and</p> <p>b) a revised unit price, applicable to the quantity in excess of <i>Tender Quantity</i> plus the <i>Threshold Variance Percentage</i> for that item, shall be determined so that the <i>Contractor</i> receives an amount or revised unit prices as agreed by the parties, or failing agreement the actual costs of the excess plus markups as provided by GC 10.1.</p>
10.3	.1	Submit Accurate Records	<p>Delete GC 10.3.1 and replace with:</p> <p>The Contractor Shall, for each Day, keep an accurate, complete and up-to-date record, in a form satisfactory to the Contract Administrator, showing, on a shift-by-shift basis, all Contractor and Subcontractor labour, equipment and materials to be paid by Force Account. The Contractor shall submit such Force Account reports to the Contract Administrator within 5 working days of the completion of the Force Account task, for certification by the Contract Administrator. Failure to do so will permit the Contract Administrator to deny payment for said Force Account work. The Contract Administrator, at his or her discretion may consider Force Account submission date extensions, however; granting of such extensions shall be on a case by case basis and shall not constitute a waiver</p>

			of the 5 working day submission requirement for future Force Account submissions.
11.1	.1	Concealed or Unknown Conditions Definition	GC 11.1.1(3) is deleted and the following substituted: “(3) differs materially and substantially from: i. the conditions of the Place of the Work that would have been evident to or reasonably foreseeable by a Contractor who was qualified to undertake the Work, and ii. any information in the Tender Documents or otherwise made available by the Owner with respect to any conditions of the Place of the Work that would not have been evident to or reasonably foreseeable by a contractor who was qualified to undertake the Work”.
13.1	.1	Delay by Owner or Contract Administrator	Add: (3) The Owner or Contract Administrator will not be liable for claims for delay caused by applicable third parties, including, but not limited to BC Hydro, TELUS, Fortis BC Gas/Elec, Shaw Cable, Food delivery trucks or Regional District forces for work required to be undertaken on this Contract.
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 Contractor 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>

			<p>prior to date of Substantial Performance and still unsettled.</p> <p>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:</p> <ol style="list-style-type: none"> 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	<p>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.</p>
21.2	.1	Contractor is "Prime Contractor"	<p>Replace "<i>Substantial Performance</i>" with "<i>Total Performance</i>".</p>
21.3	.3	Compliance with Workers' Compensation Requirements	<p>Add to Clause:</p> <p>"The <i>Owner</i> shall be entitled to retain a holdback out of the <i>Contract</i> funds in an amount reasonably determined by the <i>Owner</i> as being sufficient to cover the <i>Contractor's</i> outstanding liabilities to WorkSafeBC arising out of the <i>Work</i> performed under this <i>Contract</i> until the <i>Owner</i> receives a statement from WorkSafeBC that the <i>Contractor</i> has satisfied all of its liabilities to WorkSafeBC in relation to such <i>Work</i>."</p>
24	.1(2)	Required Insurance	<p>Delete GC 24.1.1 (2) and replace with the following:</p> <p>(2) Commercial General Liability Insurance covering bodily injury and property damage on an Occurrence form.</p> <p>Limits for Bodily Injury and Property Damage (inclusive) \$5,000,000 per Occurrence and a General Aggregate of not less than \$10,000,000.</p> <p>The insurance shall include Owner and Operator's Protective Liability, and Contractual Liability of sufficient scope to include the liability assumed by the <i>Contractor</i> under the terms of this <i>Contract</i>, 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</p>

			the <i>Owner</i> and the <i>Contract Administrator</i> as Additional Insured with a Cross Liability clause. Any deductible shall be for the account of the <i>Contractor</i> and shall not exceed \$2,500 for any one occurrence.
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>.” After <i>Substantial Performance</i>, in the event of any defect or deficiency in a watermain or any works associated with a watermain, repairs may only be carried out by the <i>Owner</i>, and all costs and expenses incurred by the <i>Owner</i> in doing so shall be paid by the <i>Contractor</i>.”</p>
	.3		<p>GC25. 1.3 is deleted and the following substituted: 25.1.3 The <i>Owner</i> 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</p> <ol style="list-style-type: none"> 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 <ol style="list-style-type: none"> (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> ”.
27.0	.1	Compensation	<p>The following schedules (B&C) will form the labour costs as described in GC 10.0 - Force Account. The rates entered should be calculated as follows:</p> <ul style="list-style-type: none"> • labour at the actual cost to the Contractor, including all amounts paid for labour and all related taxes, assessments payable as required by any statutory scheme such as Workers Compensation, unemployment insurance, holiday pay, insurance, and all employee benefits.
	.2	Overtime	<p>Any costs incurred due to approved overtime by the Contract Administrator, will be subject only to the following multiplication:</p> <ul style="list-style-type: none"> • 1.5 x weekday (over and above 8hrs of a standard work day) • 1.5 x Saturday • 2.0 x Sunday <p>Multiplication of the wage of the employee (ie it will not include the remuneration costs) will be subject to the</p>

above multiplication factor.

Schedule 17.5.3

Letter Agreement with Referee

(Name and Address of Referee)

Contract: Broadwater Road – Water System Upgrade
(TITLE OF CONTRACT)

Reference No. 2024-260-ENV
(OWNER'S CONTRACT REFERENCE NO.)

BETWEEN:

The Regional District of Central Kootenay
(NAME OF OWNER)
(the "Owner")

AND:

(NAME AND OFFICE ADDRESS OF CONTRACTOR)
(the "Contractor")

We write to confirm your appointment as a *Referee* under the above *Contract*. The terms of your appointment are as contained in GC 17.5 of the *Contract Documents*. The parties specifically confirm GC 17.5.5, GC 17.5.13 and GC 17.5.14.

We confirm that you agree to review any *Disputes* in accordance with the *Contract Documents* that may be sent to you by either of the parties, and perform the functions of a Referee as described in the *Contract Documents*. The written *Dispute* and related materials, including a copy of the *Contract Documents*, shall be forwarded to you.

END OF SUPPLEMENTARY GENERAL CONDITIONS

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.

SUPPLEMENTARY SPECIFICATIONS INDEX

DIVISION 01 – GENERAL REQUIREMENTS

- 01 01 01S General Requirements
- 01 33 01S Project Record Documents
- 01 55 00S Traffic Control Vehicle Access and Parking
- 01 58 01S Project Identification

DIVISION 31 – EARTHWORKS

- 31 23 01S Excavating, Trenching and Backfilling
- 31 23 18S Rock Removal
- 31 24 13S Roadway Excavation, Embankment and Compaction

DIVISION 32 – ROADS AND SITE IMPROVEMENTS

- 32 01 16.7S Cold Milling
- 32 91 21S Topsoil and Finishing Grading

DIVISION 33 – UTILITIES

- 33 11 01S Waterworks

1.0	Master Municipal Construction Documents	.1	The Supplementary Specifications contained herein must be read in conjunction with the Master Municipal Specifications contained in the Master Municipal Construction Documents, Volume II (Platinum Edition 2009) as identified in the Instructions to Tender article 2.2.
2.0	Format and Numbering System	.1	The Supplementary Contract 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.
3.0	Construction Survey Layout	.1	The Contract Administrator will provide survey control CAD files for this Contract. The Contractor shall be responsible for the detailed setting out of the work and recording all data required to compile record drawings. The Contractor will be responsible for the detailed survey of the site to execute construction.
		.2	Payment for survey layout shall be considered incidental to the work performed and no additional payment will be made to the contractor.
4.0	Description of Work	.1	<p>The work can be described as follows:</p> <p>This project is intended to upgrade the existing watermain on Broadwater Road. The project consists of approximately 112m of new watermain installation and 40m² of asphalt removal and replacement. Works to be completed during low flow conditions between July 1 2025 and September 30, 2025.</p>
5.0	Optional Work	.1	<p>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.</p> <p>All or any unused portion of these sums shall revert to the Owner and shall be deducted from the Contract Price before final payment is made.</p>
6.0	Dust and Mud Control	.1	The Contractor shall make every reasonable effort to minimize the creation of dust or mud by his/her operations. Special measures may include, but shall not be limited to, frequent sweeping of existing roads used as haul routes; control of traffic speeds; frequent watering of dirt access and egress routes; watering of the construction areas; re-routing of traffic; modification of construction procedures; and cleaning of off-site haul routes on a regular basis as required by the Regional District. Refer to MMCD Section 31 15 60, Dust Control, for General Products and Execution.

Payment for the above items will be considered to be incidental to the work performed and no additional payment will be made to the Contractor.

- 7.0 Materials Testing** .1 Materials and density testing will be carried out by the Contractor as directed by the Contract Administrator. Any independent testing for quality assurance carried out by the Contract Administrator will be paid for by the Owner. 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.
- If the Contact Administrator requests additional tests on the project by the Contractor's appointed testing agency, the Contractor shall not claim for any cost associated with the delay of testing i.e. standby or return trips.
- 8.0 Environmental Protection** .1 The Contractor is advised that he/she is responsible for all of the 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 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.
- 9.0 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 |
- 10.0 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.
- .2 The Contractor is responsible for all fees, permits and costs associated with the off-site disposal of materials
- 11.0 Permits from Outside Agencies** .1 The Contractor is responsible to obtain and pay for all permits required from outside agencies.

END OF SECTION

1.7 **Recording Actual Site .5S
Conditions**

(add clause 1.7.5 as follows)

The Contractor will keep one set of drawings on-site that will be marked up in red ink identifying all work completed and any changes made during the construction. This copy will be turned over to the Contract Administrator following completion of all works.

The Contractor will complete topographic site surveys using the project coordinate system and **deliver an AutoCAD** file with all of the final locations and elevations of the surface and underground works.

The Contractor shall be responsible for the detailed setting out of the work and recording all data required to compile record drawings.

1.8S **Payment**

(delete clause 1.8.1 and replace as follows)

Payment for recording data for record drawings shall be on a lump sum basis. Payment will be made on the acceptance of as built survey and drawings.

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

- 1.0 **General** .4S ***(delete 1.0.4 and replace with the following)***
- A minimum of 72 hours notice, or as otherwise required by local bylaws, must be provided to local police, fire departments, emergency services, and municipal works prior to beginning construction. The *Contractor* will be responsible for complying with the requirements of each authority listed.
- 1.2 **Temporary Access Roads** .2S ***(delete 1.2.2 and replace with)***
- "Do not close any lanes of road or highway without approval of the Owner. Before re-routing traffic erect suitable signs and devices as approved by the Contract Administrator."
- 1.4 **Traffic Management** .1S ***(add)***
- The Contractor is responsible for all temporary traffic control on the streets within this contract. The Contractor will meet all the standards and conditions of the Ministry of Transportation and Highways Traffic Control Manual for Work on Roadways. The Owner will not control or direct the traffic control activities of the Contractor, but may require an immediate stop to any work where, in the Contract Administrator's opinion, the provided traffic control does not meet the requirements of the Agreement.
- .14S ***(add)***
- The entrance to the Trailer Park on Broadwater Road shall remain open with at minimum one full lane with access to/from the Trailer Park at all times during construction.

END OF SECTION

**1.10S Measurement and
Payment**

.2S Trench excavation by hand will be incidental to the work performed and no additional payment will be made to the Contractor.

.8S Add:

Payment will be made per the Unit Bid Items in the Schedule of Units and Prices for the Work performed.

END OF SECTION

1.6 Measurement and
Payment

.6S (Add the following clause)

Payment for rock removal by mechanical methods includes all necessary equipment, operators, disposal of surplus material, vibration monitoring and control to limits specified and all warning and protective measures required to ensure safe removal.

Measurement for volume removed from solid rock masses will be calculated from cross-sections of original rock surface versus removed rock.

Payment for the removal of rock from the existing rock face will be made on a per cubic meter basis. The extent of the required removal will be agreed upon prior to removal and only the agreed upon rock will be paid for, excess rock removal will not be paid for

All equipment, labour and materials required to complete the installation shall be paid for under this item. All other costs will be considered incidental to the Contract.

END OF SECTION

1.8 **Measurement and
Payment**

.14S Add:

Payment for over excavation will apply to areas of roadway which require excavation of existing unsuitable materials under the existing asphalt and concrete. Areas to be over excavated must be authorized by the Contract Administrator prior to over excavation. The Work includes excavation, offsite disposal, supply and placement of 75mm SGSB gravel, grading, and compaction to specified densities. The areas of excavation will vary in size and small areas may be isolated and independent of each other.

Payment will be made per cubic metre of over excavation as defined above and by measurement of the over excavated area.

END OF SECTION

1.5 **Measurement and Payment** .1S *(delete clause 1.5.1 and replace as follows)*

Payment for cold milling includes: Sawcutting, asphalt removal, disposal off-site and all other costs associated to the works.

END OF SECTION

1.5 **Measurement and** .1S *(delete clause 1.4.1 and replace as follows)*
Payment

Payment for growing medium and imported topsoil will include supply of materials, on-site handling, placement to thickness specified and finish grading.

END OF SECTION

1.8 Measurement and
Payment

.1S

Add:

Payment for watermain includes dewatering costs.

.2S

(delete clause 1.8.2 and replace as follows)

Payment for watermain and service connections include saw cutting pavement, trench excavation, hydro excavation, hand excavation, location and exposure of existing utilities, disposal of surplus excavated materials, imported Type 1 sand bedding, supply and installation of all pipe, bolts, gaskets, tie rods, mechanical restraints and temporary end caps, or approved native backfill, crushed granular subbase, granular base as shown on the Drawings, cleaning, pressure and leakage testing, flushing, disinfection, all surface restoration as specified under Section 31 23 01 – Excavating, Trenching and Backfilling – 3.6, including driveway, sidewalk and curb restoration, grubbing and restoring landscaping and all other work and materials necessary to complete the installation as shown on the Drawings and specified under this Section.

The Contractor is responsible for the control of run-off and erosion at all times. Measurement for watermain will be made along centreline of main, through valves and fittings, with no deduction for length of valves or fittings, over surface after work has been completed.

Payment for supply and installation of watermain includes petrolatum wrapping of all joints (Denso Tape or approved alternative) where IHA 3.0m separation criteria cannot be achieved.

.3S

Add:

Payment for watermain includes salvage and restoration to existing condition of riprap embankment armour and filter fabric at the existing 1500mm culvert inlet.

END OF SECTION