

CONTRACT DOCUMENTS

**REGIONAL DISTRICT OF CENTRAL KOOTENAY
WEST ROBSON – BROADWATER ROAD CASING PIPES**

CONTRACT REFERENCE NO. PRJ# 26001

MASTER MUNICIPAL CONSTRUCTION DOCUMENT 2019

UNIT PRICE CONTRACT

APRIL 2026

Prepared by:
Fusion Consulting Ltd



**CONTRACT DOCUMENTS DEVELOPED FROM:
MASTER MUNICIPAL CONSTRUCTION DOCUMENTS
CONTRACT CONTENTS**

This Contract has been developed following the procedures, processes and requirements contained in the Master Municipal Construction Documents, Volume I.

1. This Contract document contains sections and clauses that have been modified to meet the specific requirements of this Project (standard documents that require additional information).

2. Invitation to Tenderers
Instructions to Tenderers, Part 1
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 – SubcontractorsForm of Agreement
 - Schedule 1 – Schedule of Contract Documents
 - Schedule 2 – List of Contract Drawings
 - Schedule 3 – Supplementary Specifications – Specific to Project, and Supplementary Payment Procedures – Specific to Project
 - Schedule 4 – Supplementary General Conditions – Specific to Project

3. This Tender references the “Master Municipal Construction Documents: Instructions to Tenderers – Part II, General Conditions, Specifications and Standard Detail Drawings” (Platinum Book) – Edition printed 2019 and as such, forms part of this Tender document

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

Contract: West Robson – Broadwater Road Casing Pipes
(TITLE OF CONTRACT)

Reference No. PRJ# 26001
(OWNER'S CONTRACT REFERENCE NO.)

The Owner invites tenders

for: Installation of two (2) 350 mm diameter HDPE DR 11 casing pipes across
Broadwater Road for future watermain replacement. Locations:
- 4205 Broadwater Road
- 4013 Broadwater Road
(BRIEF DESCRIPTION OF THE WORK)

**Contract Documents are
available at:**

www.rdck.ca or

www.bcbid.gov.bc.ca

This project is a public tender. Submissions must be sent to the provided email
address as stated in Instructions to Tenderers, Part 1 Section 3.0.

(LIST ADDRESSES FOR DOCUMENT PICKUP)

**The Contract Documents
are available for viewing at:**

www.rdck.ca or

www.bcbid.gov.bc.ca

This project is a public tender. Submissions must be sent to the provided email
address as stated in Instructions to Tenderers, Part 1 Section 3.0.

(ADDRESS WHERE CONTRACT DOCUMENTS CAN BE VIEWED)

**Tenders are scheduled to
close:**

Tender Closing Time: 2:00 pm (PST)

Tender Closing Date: April 29, 2026

Address: BY EMAIL TO:
tenders@rdck.bc.ca, and
doug@fusionconsultingltd.ca
cc: izak@fusionconsultingltd.ca

(ADDRESS WHERE TENDERS MUST BE SUBMITTED)

**NAME OF OWNER'S
REPRESENTATIVE**

Fusion Consulting Ltd., Attn.: Doug Randell
(250) 320-2034

(PHONE)

1.0 Introduction.....IT - 1

2.0 Tender DocumentsIT - 1

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4.0 Additional Instructions to Tenderers.....IT - 3

**UNIT
PRICE
CONTRACT**

**CASING PIPES WEST ROBSON –
BROADWATER ROAD
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: West Robson – Broadwater Road Casing Pipes
(TITLE OF CONTRACT)

Reference No. PRJ# 26001
(OWNER'S CONTRACT REFERENCE NO.)

1.0 Introduction

1.1 These Instructions apply to and govern the preparation of tenders for this *Contract*. The *Contract* is generally for the following work:
Installation of two (2) 350 mm diameter HDPE DR 11 casing pipes
across Broadwater Road for future watermain replacement.

Locations:

- 4205 Broadwater Road
- 4013 Broadwater Road

(BRIEF DESCRIPTION OF THE WORK)

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

Owners representative: Doug Randell doug@fusionconsultingltd.ca

cc: izak@fusionconsultingltd.ca & chogan@rdck.bc.ca

(NAME AND POSITION OF INDIVIDUAL WHO WILL ANSWER INQUIRIES)

Address: 743 Singh Street
Kamloops, B.C.
V2B 5C5

Phone: 250 320 - 2034

Fax: _____ - _____

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 BY EMAIL TO:

Owners Representative: Doug Randell (Fusion)

(TITLE OF POSITION)

on or before:

Tender Closing Time: 2:00 pm (PST)

Tender Closing Date: April 29, 2026

at

Address: BY EMAIL TO:
tenders@rdck.bc.ca, and
doug@fusionconsultingltd.ca
cc: izak@fusionconsultingltd.ca

Fax: _____ - _____

Tenderers shall ensure that all required documents are included in their submission and that their submission is less than 15MB (maximum RDCK file size allowed on server). A confirmation email will be sent confirming receipt of submission.

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

4.0 Additional Instructions to Tenderers

4.1 Owner's Rights

The *Owner* holds certain rights, including:

- The ability to cancel the tendering process at any time, without explanation or the obligation to provide compensation for damages.
- The discretion to select a *Contractor* based on factors such as quality, service, and price, in order to achieve the greatest value.
- The authority to accept or reject a tender from a tenderer who has been in litigation, arbitration, or mediation with the *Owner* and/or its agents, either currently or in the past.
- The right to terminate the tender process if only one tender is received.
- The option to extend the *Tender Closing Date* by addendum for any reason, with the extended date and/or time becoming the new deadline.
- The lowest or any tender will not necessarily be accepted and the *Owner* may reject any and all tenders.
- The *Contract* will be established if and when the successful tenderer receives from the *Owner* a written notification accepting the tender without any conditions. If the *Owner's* written notification accepting the tender contains, or is subject to, any conditions, the *Contract* will be established if and when the tenderer accepts all such conditions in writing or when the parties execute the agreement.
- If the lowest compliant tender exceeds the *Owner's* budget, and the *Owner* is unwilling or unable to award a contract at the tender price, the *Owner* may:
 - (i) negotiate, with the lowest compliant tenderer only, changes to the tender documents and a reduced tender price acceptable to the *Owner*, or
 - (ii) invite the three lowest compliant tenderers (only) to re-bid on modified tender documents under a new tender call.

4.2 Pre-Tender Meeting

A pre-tender meeting may be held on **April 16, 2026**, at **10:00 AM** at the project location **4205 Broadwater Road**. Attendance is optional, and the purpose of the meeting is to allow prospective bidders to ask questions related to the tender. Representatives from the design team and the *Owner* will be present to provide answers and clarifications as necessary.

4.3 Site Access

The site can be reached via Broadwater Road.

4.4 Inquiries, Clarifications, and Addenda

Any inquiries regarding this tender must be submitted in writing to the contact listed in Section 1.2 of the Instructions To Tenderers Part I, no later than 5 business days before the Tender Closing Date.

If deemed necessary by the Regional District of Central Kootenay, responses to inquiries and any revisions to the tender will be communicated through addenda, which will be posted on the same public notice board as this call for tenders. It is the sole responsibility of the tenderer to periodically check the tender site for addenda. By submitting a tender in response to this call, the bidder acknowledges having received, reviewed, and taken into account all addenda issued in relation to this tender. The bidder must not rely on any clarifications, comments, revisions, or other information obtained from any other source, as they are not authorized.

4.5 Conflict of Interest

Tenderers must disclose any potential conflict of interest or existing business relationships that they may have with the Regional District of Central Kootenay, its elected officials, or employees.

4.6 Award of Contract

The Regional District of Central Kootenay may only award this Contract if there are sufficient funds available to complete the Work. The Regional District of Central Kootenay reserves the right, through addenda issued prior to award, to modify the Work to align with the funding made available for the project outlined in these tender documents.

4.7 Replace paragraph 5.3.4 of the Instructions to Tenderers – Part II with:

Tenderers shall provide a list of previous comparable work, including a brief description of that work, approximate contract value, and a minimum of three references complete with current contact details and phone numbers.

4.8 Tender Security

Tender Security

A tender must be accompanied by tender security (“Bid Security”) as required under section 5.2 of the Instructions to Tenderers – Part II.

Forms of the tender security that are satisfactory to the

owner include:

- irrevocable letter of credit;
- certified cheque;
- bank draft.

The tender security shall be in an amount equal to 10% of the Tender Price as required under section 5.2 of the Instructions to Tenderers – Part II.

The certified cheque or bank draft shall be in favour of the Regional District of Central Kootenay.

Tender securities will be returned to all unsuccessful tenderers once a service contract has been formalized with the selected tenderer.

4.9 Form of Tender Security

Scanned copies of the tender security (“*Bid Security*”) are sufficient for electronic submission of Tenders.

4.10 Contract Award Timing

A recommendation for award of the Contract is anticipated to be presented at the Owner’s board meeting scheduled for May 21, 2026.

4.11 MoTT Permit Contingency

Tenderers are advised that commencement of construction for this Contract is contingent upon receipt of a Ministry of Transportation and Transit (MoTT) permit. The permit application has been submitted by the Owner but has not been issued at the time of tender.

Tenderers are advised that the timing of permit issuance is uncertain and may delay the issuance of the Notice to Proceed and the start of construction. By submitting a tender, the Tenderer acknowledges this contingency and agrees that no claims for delay, standby, extended overhead, escalation, or other costs arising from the timing of permit issuance will be accepted by the Owner.

Tenderers must include all costs and risks associated with this potential delay in their Tender Price and proposed construction schedule.

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: West Robson – Broadwater Road Casing Pipes
(TITLE OF CONTRACT)
Reference No. PRJ# 26001
(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

1.4 that commencement of the *Work* is contingent upon receipt of the Ministry of Transportation and Transit (MoTT) permit, which has been applied for but not yet issued. We further acknowledge that the timing of permit issuance may delay the Notice to Proceed and the start of construction. We confirm that we have included all costs and risks associated with such potential delay in our Tender Price and agree that no claim for additional compensation, delay, or extension of time will be made in this regard; 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
July 3, 2026 ; 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; 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 45 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 Materials 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

.2 The Contractor may provide, in lieu of the specified Bonds or the specified certified cheque or bank draft, security for the 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.

.3 a Baseline Construction Schedule, as provided by GC 4.6.1;

.4 a "clearance letter" indicating that the tenderer is in Worksafe BC compliance; and

.5 a copy of the insurance policies as specified in GC 24 indicating that all such insurance coverage is in place and;

5.1.2 within 2 *Days* of receipt of written "*Notice to Proceed*", or such longer time as may be otherwise specified in the *Notice to Proceed*, commence the *Work*; and

5.1.3 sign the Contract Documents as required by GC 2.1.2.

WE AGREE:

6.1 that, if we receive written *Notice of Award* of this *Contract* and, contrary to paragraph 5 of this Form of Tender, we:

6.1.1 fail or refuse to deliver the documents as specified by paragraph 5.1.1 of this Form of Tender; or

6.1.2 fail or refuse to commence the *Work* as required by the *Notice to Proceed*,

then such failure or refusal will be deemed to be a refusal by us to enter into the *Contract* and the *Owner* may, on written notice to us, award the *Contract* to another party. We further agree that, as full compensation on account of damages suffered by the *Owner* because of such failure or refusal, the *Bid Security* shall be forfeited to the *Owner*, in an amount equal to the lesser of:

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

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

**OUR ADDRESS IS AS
FOLLOWS:**

Phone: _____

Fax: _____

Attention: _____

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

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Appendix 1

Schedule of Quantities and Prices

Project: PRJ# 26001 West Robson - Broadwater Road Casing Pipes

See paragraph 5.3.1 of the Instructions to Tenderers – Part II

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

See Form of Agreement Schedule 3 - Supplementary Payment Procedures

Summary

Division	Title	Amount
Div 01	General Requirements	
Div 03	Concrete	
Div 26	Electrical	
Div 31	Earthwork	
Div 32	Roads and Site Improvements	
Div 33	Utilities	
Div 34	Transportation	
	Supplemental Costs	
	Tender Price	
	GST	
	Total Tender Price	

Div 01 - General Requirements						Sub Total	\$
Section	Para	Specification Title	Unit	Quantity	Unit Price	Amount	
01 33 01		Project Record Documents					
	1.8.1	Project Record Documents	Lump Sum	1		\$	
01 51 01		Temporary Utilities and Lighting					
	1.6.1	Temporary Utilities and Lighting	Lump Sum	1		\$	
01 52 01		Temporary Structures					
	1.6.1	Temporary Structures	Lump Sum	1		\$	
01 53 01		Temporary Facilities					
	1.9.1	Temporary Facilities	Lump Sum	1		\$	
01 55 00		Traffic Control, Vehicle Access and Parking					
	1.5.1	Traffic Control, Vehicle Access and Parking Monitor & Maintain Casing Backfill Until Paved	Lump Sum	1		\$	
01 57 01		Environmental Protection					
	1.6.1	Environmental Protection	Lump Sum	1		\$	

01 58 01	Project Identification					
1.3.1	Project Identification	Lump Sum	1			\$

Div 31 - Earthwork						Sub Total	\$
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Section	Para	Specification Title	Unit	Quantity	Unit Price	Amount
31 15 60	Dust Control					
1.5.1	Dust Control	Lump Sum	1			\$
31 22 16.1	Reshaping Existing Subgrade					
1.4.2	Reshaping Existing Subgrade	Square Metre	70			\$
31 23 17	Rock Removal					
1.6.4	Boulders and Rock Fragments - Provisional No Blasting Permitted	Cubic Metre	10			\$
31 24 13	Roadway Excavation, Embankment and Compaction					
1.8.3	Rock Removal To be included under Section 31 23 17	Note				
1.8.4	Remove Existing Asphalt	Square Metre	70			\$

Div 32 - Roads and Site Improvements						Sub Total	\$
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Section	Para	Specification Title	Unit	Quantity	Unit Price	Amount
32 11 16.1	Granular Sub-Base					
1.4.3	75mm Minus Granular Sub-Base 300mm Thickness for Roads	Square Metres	70			\$
32 11 23	Granular Base					
1.4.2	19mm Minus Granular Base 150mm Thickness	Square Metres	70			\$
32 12 16	Hot-Mix Asphalt Concrete Paving					
1.5.1, 1.5.2	Asphalt Pavement 50mm Thickness	Tonne	10			\$
1.5.7	Saw Cut Asphalt Pavements	Lineal Metres	30			\$
32 17 23	Painted Pavement Markings					
1.5.3	Permanent Thermoplastic Pavement Markings	Lump Sum	1			\$
1.5.4	Permanent Hazard Marker Traffic Control Signs	Each	4			\$

Div 33 - Utilities						Sub Total	\$
<i>Section</i>	<i>Para</i>	<i>Specification Title</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	
33 11 01		Waterworks					
	1.8.2	Payment for watermain includes saw cutting,trench excavation, disposal of surplus excavated material, bedding, supply and installation of all pipe, bolts ,gaskets and tie-rods, imported or native backfill as specified,cleaning, pressure and leakage testing, flushing, disinfection and surface restoration under 31 23 01		Note			
	1.8.1,	Watermain Casing Pipe HDPE DR 11	Lineal				
	1.8.2	350mm diameter Native Backfill	Metres	30			\$
	1.8.3	Cap	Each	4			\$
		350mm diameter					

Supplementals						Sub Total	\$
<i>Section</i>	<i>Para</i>	<i>Specification Title</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	
		Miscellaneous					
		Mobilization and Demobilization	Lump Sum	1			\$
		Construction Layout and Asbuilt Survey	Lump Sum	1			\$
		Materials Testing	Lump Sum	1			\$

Optional Work						Sub Total	\$
<i>Section</i>	<i>Para</i>	<i>Specification Title</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	
		Miscellaneous					
		Hydrovac / Daylighting for Utility & Bedrock Locates	Each	5			\$
		Up to 3.0m Depth, includes backfill, compaction and all work to restore to existing consitions					

West Robson – Broadwater Road Casing Pipes

(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 _____

West Robson – Broadwater Road Casing Pipes

(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 () _____		
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	Owner / Contract _____ Phone () _____ Fax () _____		
	Owner / Contract _____ 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_____.

Contract: West Robson – Broadwater Road Casing Pipes

Reference No. PRJ #26001
(OWNER'S CONTRACT REFERENCE NO.)

BETWEEN:

Regional District of Central Kootenay
Box 509, 202 Lakeside Drive
Nelson, BC, V1L 6B9
(the "Owner")

AND:

(NAME AND OFFICE ADDRESS OF CONTRACTOR)

(the "Contractor")

The Owner and the Contractor agree as follows:

- | | | |
|--|-----|---|
| Article 1 The Work Start / Completion Dates | 1.1 | The <i>Contractor</i> will perform all <i>Work</i> and provide all labour, equipment and material and do all things strictly as required by the <u>Contract Documents</u> . |
| | 1.2 | The <i>Contractor</i> will commence the <i>Work</i> in accordance with the <u>Notice to Proceed</u> . The <i>Contractor</i> will proceed with the <i>Work</i> diligently, will perform the <i>Work</i> generally in accordance with the construction schedules as required by the <u>Contract Documents</u> and will achieve <u>Substantial Performance</u> of the <i>Work</i> on or before <u>July 3, 2026</u> subject to <u>(INSERT DATE OF SUBSTANTIAL PERFORMANCE)</u> the provisions of the <u>Contract Documents</u> for adjustments to the <u>Contract Time</u> . The Contractor acknowledges that issuance of the Notice to Proceed is contingent upon receipt of required permits, |

including the Ministry of Transportation and Transit (MoTT) permit, and may be delayed accordingly.

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

Article 2 Contract Documents

2.1 The “Contract Documents” consist of the documents listed or referred to in Schedule 1, entitled “Schedule of Contract Documents”, which is attached and forms a part of this Agreement, and includes any and all additional and amending documents issued in accordance with the provisions of the Contract Documents. All of the Contract Documents shall constitute the entire *Contract* between the *Owner* and the *Contractor*.

2.2 The *Contract* supersedes all prior negotiations, representations or agreements, whether written or oral, and the *Contract* may be amended only in strict accordance with the provisions of the Contract Documents.

Article 3 Contract Price

3.1 The price for the *Work* (“Contract Price”) shall be the sum in Canadian dollars of the following

1.1.1 the product of the actual quantities of the items of *Work* listed in the Schedule of Quantities and Prices which are incorporated into or made necessary by the *Work* and the unit prices listed in the Schedule of Quantities and Prices; plus

1.1.2 all lump sums, if any, as listed in the Schedule of Quantities and Prices, for items relating to or incorporated into the *Work*; plus

1.1.3 any adjustments, including any payments owing on account of *Changes* and agreed to *Extra Work*, approved in accordance with the provisions of the Contract Documents.

3.2 The Contract Price shall be the entire compensation owing to the *Contractor* for the *Work* and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the *Work*.

Article 4 Payment

4.1 Subject to applicable legislation and the provisions of the Contract Documents, the *Owner* shall make payments to the *Contractor*.

4.2 If the *Owner* fails to make payments to the *Contractor* as they become due in accordance with the terms of the Contract Documents then interest calculated at 2% per annum over the prime commercial lending rate of the Royal Bank of Canada on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

Article 5 Rights and Remedies

- 5.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 5.2 Except as specifically set out in the Contract Documents, no action or failure to act by the *Owner*, Contract Administrator or *Contractor* shall constitute a waiver of any of the parties' rights or duties afforded under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach under the *Contract*.

Article 6 Notices

- 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 509, 202 Lakeside Drive
Nelson, BC, V1L 6B9

Attention: Carolyn Hogan, Project Manager
Tel: 250-551-5815
email: chogan@rdck.bc.ca

The *Contractor*:

Fax: _____

Attention: _____

The Contract Administrator:

Fusion Consulting Ltd.
743 Singh Street
Kamloops, BC V2B 5C5

Attention: Doug Randell
Tel: (250) 320-2034
Email: doug@fusionconsultingltd.ca

- 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)

(AUTHORIZED SIGNATORY)

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

Schedule 1 Schedule of Contract Documents

The following is an exact and complete list of the Contract Documents, as referred to in Article 2.1 of the Agreement.

NOTE: The documents noted with “*” are contained in the “Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings”, edition dated 2019. All sections of this publication are included in the Contract Documents.

- 8.1 Agreement, including all Schedules;
- 8.2 General Conditions*;
- 8.3 Supplementary Specifications (Schedule 3);
- 8.4 Supplementary Payment Procedures (Schedule 3);
- 8.5 Supplementary General Conditions (Schedule 4);
- 8.6 Specifications*;
- 8.7 Standard Detail Drawings*;
- 8.8 Executed Form of Tender, including all Appendices;
- 8.9 Contract Documents listed in Schedule 2 to the Agreement – “List of Contract Documents”;
- 8.10 Instructions To Tenderers - Part I;
- 8.11 Instructions to Tenderers - Part II*;
- 8.12 The following Addenda:

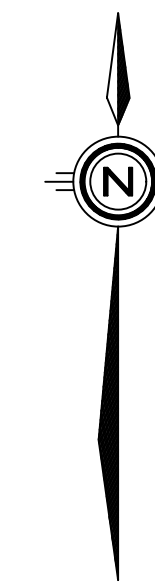
(ADDENDA, IF ANY)

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

Schedule 2 List of Contract Documents

TITLE	DRAWING NO.	DATE	REVISION NO.	REVISION DATE
Title Sheet	C000	2026-02-23	B	2026-04-08
General Notes	C001	2026-02-23	B	2026-04-08
Site Plan	C002	2026-02-23	B	2026-04-08
Crossing #1 – Plan & Profile	C003	2026-02-06	C	2026-04-08
Crossing #2 – Plan & Profile	C004	2026-02-06	C	2026-04-08
Standard Details	C005	2026-02-06	B	2026-04-08

REGIONAL DISTRICT OF CENTRAL KOOTENAY WEST ROBSON - BROADWATER ROAD CASING PIPES



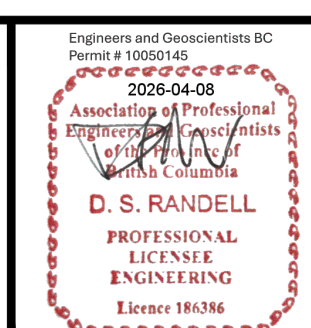
INDEX OF DRAWINGS

- C000 TITLE SHEET
- C001 GENERAL NOTES
- C002 SITE PLAN
- C003 CROSSING #1 – PLAN & PROFILE
- C004 CROSSING #2 – PLAN & PROFILE
- C005 STANDARD DETAILS

DATE	REV	DESCRIPTION	BY	APPR.	DATE	REV	DESCRIPTION	BY	APPR.
2026-02-23	A	PRELIMINARY – NOT FOR CONSTRUCTION	ITD	DSR					
2026-04-08	B	ISSUED FOR TENDER	KR	DSR					

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SCALE	AS NOTED
DATE	-
APPROVED	DSR
DESIGN BY	ITD
DRAWN BY	ITD
CHECKED BY	DSR



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INFO@FUSIONCONSULTING.LTD.CA

REGIONAL DISTRICT OF CENTRAL KOOTENAY
WEST ROBSON – BROADWATER ROAD CASING PIPES
TITLE SHEET

REV. No.	B
PROJECT No.	2025-067
DRAWING No.	C000

GENERAL NOTES

- THE CONTRACTOR SHALL CONTACT THE OWNER TO ARRANGE A PRE-CONSTRUCTION MEETING PRIOR TO THE START OF CONSTRUCTION.
- CONTACT "BC ONE CALL" AT 1-800-474-6886 A MINIMUM OF 72 HOURS PRIOR TO CONSTRUCTION TO LOCATE ALL EXISTING UTILITIES.
- ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH:
 - APPLICABLE LOCAL MUNICIPAL BYLAWS AND GUIDELINES;
 - THE MASTER MUNICIPAL CONSTRUCTION DOCUMENT AND STANDARD DETAIL DRAWINGS (MMCD) LATEST EDITION (PLATINUM EDITION);
 - CONSTRUCTION PLANS, SEALED AND ISSUED FOR CONSTRUCTION
 - APPLICABLE CONTRACT DOCUMENTS AND ALL SPECIFICATIONS REFERENCED THEREIN;
 - FLNRO AND/OR MINISTRY OF ENVIRONMENT AND/OR FEDERAL DEPARTMENT OF FISHERIES AND OCEANS REQUIREMENTS;
 - MINISTRY OF TRANSPORTATION "B. C. TRAFFIC CONTROL MANUAL FOR WORK ON ROADWAYS", LATEST EDITION;
 - WORKSAFE BC LATEST EDITION;
 - HEALTH AUTHORITY.

THE CONTRACTOR SHALL MAINTAIN ON SITE COPIES OF THE ABOVE DOCUMENTS AND SHALL ENSURE THAT ALL TRADES ARE THOROUGHLY FAMILIAR WITH THE APPLICABLE SECTIONS OF THE DOCUMENTS.
- THE CONTRACTOR SHALL EXPOSE AND VERIFY THE LOCATION AND ELEVATION OF ALL EXISTING SERVICES IN THE FIELD PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER OF RECORD OF ANY DISCREPANCIES, CONFLICTS OR OMISSIONS PRIOR TO CONSTRUCTION.
- FIGURED DIMENSION SHALL GOVERN OVER SCALED DIMENSIONS.
- LOT DIMENSIONS SHOWN ARE FOR REFERENCE ONLY. REFER TO BCLS REGISTERED LEGAL PLAN FOR ACTUAL LOT DIMENSIONS. THE CONTRACTOR SHALL CONFIRM LOCATIONS OF LOT LINES PRIOR TO INSTALLATION OF SERVICE CONNECTIONS.
- THE CONTRACTOR SHALL ENSURE THAT ALL APPROVALS REQUIRED FOR THE PROPOSED WORKS HAVE BEEN OBTAINED FROM ALL AUTHORITIES AND AGENCIES PRIOR TO COMMENCING THE WORK.
- THE CONTRACTOR SHALL ARRANGE FOR AND COORDINATE THE WORKS DONE BY
 - BC HYDRO, TELUS, CABLE AND GAS.
 - OTHER FRANCHISE UTILITIES
- THE CONTRACTOR SHALL CONTACT THE APPROPRIATE PERSONNEL AT LEAST 72 HOURS PRIOR TO THE WORK. SCHEDULING AND OTHER CONSTRUCTION CONSTRAINTS IMPOSED BY THESE WORKS SHALL BE TAKEN INTO ACCOUNT.
- THE CONTRACTOR SHALL REPAIR OR REPLACE ANY EXISTING STREETS, SERVICES, OR LANDSCAPING THAT MAY BE DAMAGED AS A RESULT OF CONSTRUCTION. REPAIRS TO EXISTING SERVICES SUCH AS WATER, SANITARY SEWER, STORM SEWER AND STREET OR TRAFFIC LIGHTING SHALL BE MADE BY THE CITY AT COST TO THE CONTRACTOR UNLESS OTHERWISE AGREED TO. REPAIRS TO EXISTING SURFACE WORKS MAY BE DONE BY THE CONTRACTOR AT THE DISCRETION OF THE CITY.
- THE CONTRACTOR SHALL ENSURE THAT STREETS ARE KEPT CLEAN AND FREE OF EQUIPMENT AND MATERIALS AT ALL TIMES WHEN CONSTRUCTION ACTIVITY IS NOT UNDERWAY.
- A TRAFFIC AND PEDESTRIAN SAFETY CONTROL PLAN SHALL BE SUBMITTED BY THE CONTRACTOR PRIOR TO THE PRE-CONSTRUCTION MEETING.
- CONTRACTOR SHALL BE REGISTERED WITH WORKSAFE BC.

EARTHWORKS & GRADING

- THE CONTRACTOR SHALL ENSURE ALL CONSTRUCTION ACTIVITIES ARE IN ACCORDANCE WITH THE GEOTECHNICAL RECOMMENDATIONS, WHERE THE GEOTECHNICAL REPORT VARIES FROM THE STANDARD MMCD 2009 (PLATINUM) EDN. SECTION 31 CLAUSES, THE REQUIREMENTS OF THE GEOTECHNICAL REPORT SHALL TAKE PRECEDENCE.
- ALL TESTING OF MATERIALS AND COMPACTION SHALL BE PERFORMED BY A GEOTECHNICAL ENGINEER. PRIOR TO ISSUANCE OF THE SUBSTANTIAL COMPLETION CERTIFICATE, THE SUPERVISING CONSULTING ENGINEER SHALL SUBMIT TO THE CITY A FINAL GEOTECHNICAL REPORT PREPARED BY THE GEOTECHNICAL ENGINEER. COPIES OF REPORTS AND TEST RESULTS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD AS WORK PROGRESSES OR AS REQUESTED.
- GEOTECHNICAL ENGINEER TO REVIEW AND APPROVE EXISTING MATERIAL, TRENCH BACKFILL, AND IMPORTED MATERIAL PRIOR TO PLACEMENT.
- REMOVE VEGETATION, STRIP ORGANIC MATERIAL, AND UNSUITABLE MATERIAL, AS REQUIRED, PRIOR TO PLACING STRUCTURAL FILL.
- COMPACT ALL EARTH FILLS AND GRANULAR MATERIAL LAYERS TO 95% MODIFIED PROCTOR DENSITY (MPD), UNLESS OTHERWISE DIRECTED BY THE GEOTECHNICAL ENGINEER.
- AREAS SHALL BE GRADED TO +/- 50mm AT NOTED CONTROL POINTS. FINAL GRADING SHALL BE COMPLETED PRIOR TO THE ISSUANCE OF A SUBSTANTIAL COMPLETION CERTIFICATE.
- EMBANKMENTS SHALL BE PLACED, SHAPED, COMPACTED, AND PROTECTED TO STANDARDS AND SPECIFICATIONS OF THE GEOTECHNICAL ENGINEER.
- ALL SIEVE, PROCTOR AND DENSITY TEST RESULTS TO BE PROVIDED TO THE ENGINEER OF RECORD.

EROSION AND SEDIMENT CONTROL

- THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT Bmps ARE IMPLEMENTED ON SITE. ACCEPTABLE Bmps INCLUDE THOSE PROVIDED BELOW, THOSE PROVIDED BY THE EROSION AND SEDIMENT CONTROL SUPERVISORS, AND THOSE PROVIDED IN FISHERIES AND OCEANS CANADA'S LAND DEVELOPMENT GUIDELINES FOR THE PROTECTION OF AQUATIC HABITAT (1993):
 - CLEAR ONLY THE AREAS NECESSARY (LEAVE VEGETATION IN AREAS THAT DON'T REQUIRE DISTURBANCE)
 - ESTABLISH A STABILIZED ENTRY/EXIT POINT
 - PROTECT THE PERIMETER OF THE SITE
 - DIVERT UP-SLOPE WATER AROUND THE WORK SITE (KEEP CLEAN WATER CLEAN)
 - ROUGHEN EXPOSED SOILS
 - TEMPORARILY STABILIZE DISTURBED EARTH
 - CREATE TEMPORARY SEDIMENT DETENTION FACILITIES ONSITE
 - INSTALL INLET PROTECTION MEASURES AT ALL STORM SYSTEM INLETS
 - PLACE SOIL PILES UPSLOPE OF THE PERIMETER PROTECTION AND COVER WITH PLASTIC SHEETING OR EROSION CONTROL BLANKETS
 - DEWATER TO A CONTAINED PART OF THE SITE AND ALLOW IT TO INFILTRATE INTO THE SOIL
 - INSTALL ROOF DOWNPIPES AS SOON AS PRACTICABLE AFTER THE ROOF IS LAID
 - ENSURE THAT ALL CONTROL MEASURES ARE MAINTAINED IN GOOD WORKING ORDER
 - RE-VEGETATE OR OTHERWISE PERMANENTLY STABILIZE THE SITE
- THE CONTRACTOR SHALL INSPECT, DOCUMENT, AND MAINTAIN ESC WORKS REGULARLY, AND AFTER EACH SIGNIFICANT RAINFALL EVENT. RECOMMENDATIONS CONCERNING ADDITIONS, MAINTENANCE, AND MODIFICATIONS TO THE ACCEPTED PLAN, OR NEW BEST MANAGEMENT PRACTICES (Bmps), SHALL BE IMPLEMENTED IMMEDIATELY BY THE CONTRACTOR.
- THE CONTRACTOR IS RESPONSIBLE FOR THE MODIFICATION AND MAINTENANCE OF THE ESC WORKS ON AN ONGOING BASIS, AND IMMEDIATELY PERFORM REMEDIAL WORKS AS DIRECTED BY THE ESCS, THE MUNICIPALITY HAVING JURISDICTION, ENGINEER OF RECORD, OR OTHER REGULATORY AND GOVERNMENT AGENCIES.

ROADWORKS

- CONTRACTOR TO ARRANGE FOR REQUIRED TESTING AT LEAST 48 HOURS PRIOR TO COVERING WORKS.
- CHANGES OF GRADE AND DIRECTION SHALL BE FORMED BY SMOOTH VERTICAL AND HORIZONTAL CURVES.
- ALL SUB-BASE ROAD AND GRANULAR BASE MATERIALS SHALL BE COMPACTED TO 95% MPD.
- EARTHWORKS, INCLUDING STRIPPING ALL LOOSE OR OTHERWISE DELETERIOUS MATERIALS OR SOFT SPOTS, COMPACTING, AND SLOPE GRADING, SHALL BE COMPLETED TO THE APPROVAL OF A GEOTECHNICAL ENGINEER.
- THE CONDITIONS FOR PLACING ASPHALT PAVEMENT AND CONCRETE SHALL CONFORM WITH THE SPECIFICATIONS DETAILED IN MMCD 2009 (PLATINUM) EDN.
- TIE-INS TO EXISTING PAVEMENT SHALL BE MADE BY CUTTING BACK THE EXISTING PAVEMENT TO SOUND MATERIAL AS NECESSARY TO PRODUCE A NEAT VERTICAL FACE. PRIOR TO PLACING ASPHALTIC CONCRETE, EXPOSED PAVEMENT FACES AND OTHER ABUTTING STRUCTURES SHALL BE TACK COATED WITH ASPHALT EMULSION.
- ALL NEW PAVEMENT SHALL BE GRADED SO THAT NO PONDING FORMS. THE MINIMUM CROSS SLOPE ON ANY NEW OR OVERLAIN ROAD SURFACE SHALL BE 2%, UNLESS OTHERWISE SPECIFIED.
- ALL VALVES BOXES, MANHOLES, ETC., THAT ARE WITHIN THE PAVED SURFACE OF THE ROADWAY SHALL BE SET AT BASE COURSE ELEVATION FOR THE WARRANTY PERIOD, AND ADJUSTED TO FINISHED COURSE ELEVATION PRIOR TO FINISH COURSE PAVING, IF APPLICABLE.

SANITARY SEWER

- TIE-INS AND CONNECTIONS TO EXISTING SANITARY SEWERS TO BE PERFORMED BY THE CONTRACTOR UNDER THE DIRECT SUPERVISION OF THE ENGINEER OF RECORD. A MINIMUM 72 HOURS NOTICE TO BE GIVEN FOR ANY TIE-IN.
- NEW SEWER LINES TIED TO EXISTING LINES SHALL BE PLUGGED UNTIL THEY ARE TESTED AND FLUSHED.
- POWER FLUSHING SHALL BE PERFORMED ON ALL MAINS PRIOR TO ACCEPTANCE. VIDEO TAPE OF ALL MAINS SHALL BE REVIEWED BY THE ENGINEER PRIOR TO PLACING IN SERVICE. TESTING AND VIDEO INSPECTION SHALL BE PERFORMED UNDER THE DIRECT SUPERVISION OF THE SUPERVISING CONSULTING ENGINEER. VIDEO TAPES AND TEST RESULTS SHALL BE PROVIDED TO THE ENGINEER PRIOR TO THE ISSUANCE OF A SUBSTANTIAL COMPLETION CERTIFICATE.
- DELETERIOUS MATERIALS SHALL BE PREVENTED FROM ENTERING THE SEWER SYSTEM.
- TOP OF INSPECTION CHAMBER STANDPIPES SHALL BE SET TO 600mm ABOVE FINAL LOT GRADE.
- MANUFACTURED WYES OR APPROVED ALTERNATIVE SHALL BE USED FOR ALL SERVICE CONNECTIONS TO SANITARY MAINS.
- PROVIDE A MINIMUM 1.5m COVER FOR SANITARY SEWERS.
- ALL PIPE TO BE PVC DR35 OR AS NOTED.

STORM

- TIE-INS AND CONNECTIONS TO EXISTING STORM SEWERS TO BE PERFORMED BY THE CONTRACTOR UNDER THE DIRECT SUPERVISION OF THE ENGINEER OF RECORD, FOLLOWING APPROVAL TO PROCEED FROM THIS CITY. A MINIMUM 72 HOURS NOTICE TO BE GIVEN FOR ANY TIE-IN.
- NEW SEWER LINES TIED TO EXISTING LINES MUST BE PLUGGED UNTIL THEY ARE TESTED AND FLUSHED.
- POWER FLUSHING SHALL BE PERFORMED ON ALL MAINS PRIOR TO ACCEPTANCE. VIDEO TAPE OF ALL MAINS SHALL BE REVIEWED BY THE ENGINEER PRIOR TO PLACING IN SERVICE. TESTING AND VIDEO INSPECTION SHALL BE PERFORMED UNDER THE DIRECT SUPERVISION OF THE SUPERVISING CONSULTING ENGINEER. VIDEO TAPES AND TEST RESULTS SHALL BE PROVIDED TO THE CITY PRIOR TO THE ISSUANCE OF A SUBSTANTIAL COMPLETION CERTIFICATE.
- DELETERIOUS MATERIALS SHALL BE PREVENTED FROM ENTERING THE SEWER SYSTEM.
- TOP OF INSPECTION CHAMBER STANDPIPES SHALL BE SET TO 600mm ABOVE FINAL LOT GRADE.
- MANUFACTURED WYES OR APPROVED ALTERNATIVE SHALL BE USED FOR ALL SERVICE CONNECTIONS TO STORM MAINS.
- PROVIDE A MINIMUM 1.5m COVER FOR STORM SEWERS.
- ALL NEW DETENTION STRUCTURES, INFILTRATION FACILITIES AND FLOW CONTROL STRUCTURES EG. ORIFICES, GATES, WEIRS TO BE VIDEO TAPED OR PHOTOGRAPHED BY THE CONTRACTOR.
- ALL PIPE TO BE PVC DR35 OR AS NOTED.

WATER

- PRESSURE TESTING AND CHLORINATION OF NEW WATERWORKS TO BE PERFORMED PRIOR TO TIE-IN TO EXISTING WORKS AND WITNESSED BY ENGINEER OF RECORD. CONTRACTOR TO PROVIDE TESTING PLAN TO ENGINEER OF RECORD PRIOR TO UNDERTAKING TESTS.
- THE CONTRACTOR SHALL ENSURE THAT ALL NEW WATERWORKS HAVE TEST POINTS AND TEMPORARY BLOW-OFFS SUITABLE TO ENSURE ADEQUATE PRESSURE TESTING, CHLORINATION AND FLUSHING. DISCHARGE OF CHLORINATED WATER INTO DITCHES, STORM SEWERS OR WATERCOURSES IS STRICTLY PROHIBITED.
- PROVIDE A MINIMUM 1.8m COVER FOR WATERMANS.
- WATERMANS SHALL BE MARKED BELOW GRADE USING A METALLIC DETECTABLE REINFORCED UNDERGROUND UTILITY MARKING TAPE. THE TAPE SHALL BE MINIMUM 150mm WIDE, METALLIC BLUE IN COLOUR AND SHALL BE MARKED "CAUTION: WATER LINE BURIED BELOW." THE TAPE IS TO BE INSTALLED ON TOP OF THE PIPE CUSHION, A MINIMUM OF 300mm ABOVE THE TOP OF THE PIPE. MARKING TAPE SHALL BE "THORTEC" OR APPROVED EQUAL.
- A MINIMUM OF 1.5m HORIZONTAL CLEAR SEPARATION AND 150mm CLEAR VERTICAL SEPARATION SHALL BE MAINTAINED BETWEEN WATERMANS AND ELECTRICAL CONDUITS, GAS MAINS AND TELEPHONE CONDUITS, UNLESS OTHERWISE SPECIFIED.
- CONTRACTOR SHALL CONDUCT PRESSURE TEST IN ACCORDANCE WITH MMCD SPECIFICATIONS AND IN THE PRESENCE OF THE CIVIL ENGINEER.
- CONTRACTOR TO MAINTAIN ACCESS AND WATER SERVICE TO LOCAL HOUSEHOLDS AND BUSINESSES AT ALL TIMES.
- NEW WATERMANS ARE TO BE PRESSURE TESTED, CHLORINATED AND BACTERIOLOGICALLY ACCEPTED BY INTERIOR HEALTH AUTHORITY PRIOR TO CONNECTION TO THE WATER SYSTEM. SUPERCHLORINATED WATER SHALL BE NEUTRALIZED IN ACCORDANCE WITH MINISTRY OF ENVIRONMENT AND DEPARTMENT OF FISHERIES AND OCEANS GUIDELINES PRIOR TO DISCHARGE TO ANY DRAINAGE COURSE.
- HEALTH AUTHORITY PERMIT TO CONSTRUCT IS REQUIRED PRIOR TO COMMENCING WORK.
- ALL PIPE TO BE PVC DR18 OR AS NOTED.

CROSSINGS⁶:

WATERMAIN ABOVE SEWER		≥450mm CLEAR VERTICAL SEPARATION – NO SPECIAL PROTECTION REQUIRED	PREFERRED ↓ NOT GENERALLY ACCEPTED
		1. 150 TO 450mm CLEAR VERTICAL SEPARATION – WATERMAIN JOINTS TO BE PROTECTED ⁷ – ADDITIONAL BEDDING STRUCTURAL SUPPORT REQUIRED	
WATERMAIN BELOW SEWER ^{8,9}		2. >450mm CLEAR VERTICAL SEPARATION – BOTH WATERMAIN AND SEWER JOINTS TO BE PROTECTED ⁷	
		3. 150 TO 450mm CLEAR VERTICAL SEPARATION – BOTH WATERMAIN AND SEWER JOINTS TO BE PROTECTED ⁷ – ADDITIONAL BEDDING STRUCTURAL SUPPORT REQUIRED	

- ⁶WATERMAIN TO BE LAID ABOVE THE SEWER IF POSSIBLE, WITH THE CENTRE OF THE PIPE LOCATED AT THE CROSSING TO MAXIMIZE THE SEPARATION DISTANCE BETWEEN JOINTS. VERTICAL SEPARATION LESS THAN 150mm NOT ALLOWED.
- ⁷DISTANCE FOR PROTECTIVE MEASURES IS MEASURED NORMAL (PERPENDICULAR) TO THE SEWER. SEE TABLE 1 BELOW FOR PRECAUTIONS TO REDUCE THE RISK OF SANITARY AND STORM SEWAGE ENTERING WATERMANS THAT MAY BE CONSIDERED.
- ⁸PROVIDE A HYDRAULIC BARRIER IN TRENCH BETWEEN SEWER AND WATERMAIN. BARRIER MUST EXTEND AT LEAST 300mm (1 FOOT) BEYOND OUTER EDGE OF WATERMAIN ON BOTH SIDES.
- ⁹NOT APPLICABLE TO SEWER FORCEMANS.

TABLE 1. EXAMPLE PROTECTIVE MEASURES TO BE CONSIDERED (MORE THAN ONE MEASURE MAY BE REQUIRED)

- PROTECT WATERMAIN JOINTS AND SEWER JOINTS WITH SHRINK-WRAP, PETROLATUM TAPE, OR OTHER EQUIVALENT PIPELINE PROTECTION PRODUCTS. FOR EXISTING SEWERS, THE DISTANCE FOR PROTECTIVE MEASURES MAY BE REDUCED TO 1.5m (5 FEET) FROM NEW WATERMAIN TO AVOID EXCESSIVE EXCAVATION (SEE FIGURE 1 BELOW).
- CONSTRUCT SEWER OF EQUIVALENT CLASS PRESSURE PIPE OR REINFORCED CONCRETE PIPE USING FLEXIBLE GASKETS.
- ENCASE EITHER WATERMAIN OR SEWER INSIDE CASING PIPE SLEEVE. THE CASING PIPE MUST BE A MATERIAL THAT IS APPROVED FOR USE AS A WATERMAIN

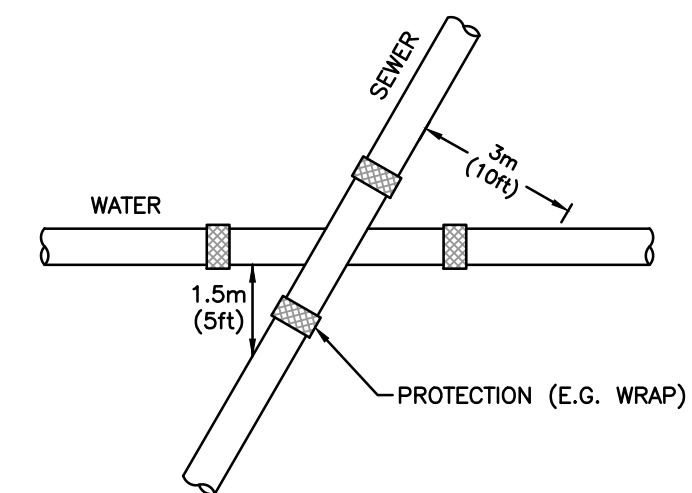


FIGURE 1. JOINT WRAPPING WHERE REQUIRED.

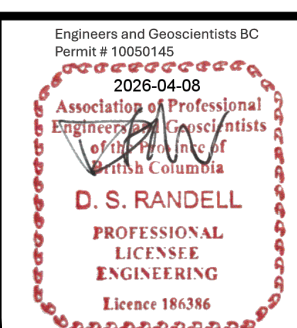
FRANCHISE UTILITIES

- FRANCHISE UTILITIES INCLUDING BUT NOT LIMITED TO BC HYDRO, TELUS, SHAW, AND FORTIS ARE SHOWN FOR INFORMATION ONLY. REFER TO FRANCHISE UTILITY DRAWINGS SPECIFICATIONS FOR DESIGN AND CONSTRUCTION PURPOSES

DATE	REV	DESCRIPTION	BY	APPR.	DATE	REV	DESCRIPTION	BY	APPR.
2026-02-23	A	PRELIMINARY – NOT FOR CONSTRUCTION	ITD	DSR					
2026-04-08	B	ISSUED FOR TENDER	KR	DSR					

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SCALE	AS NOTED
DATE	-
APPROVED	DSR
DESIGN BY	ITD
DRAWN BY	ITD
CHECKED BY	DSR



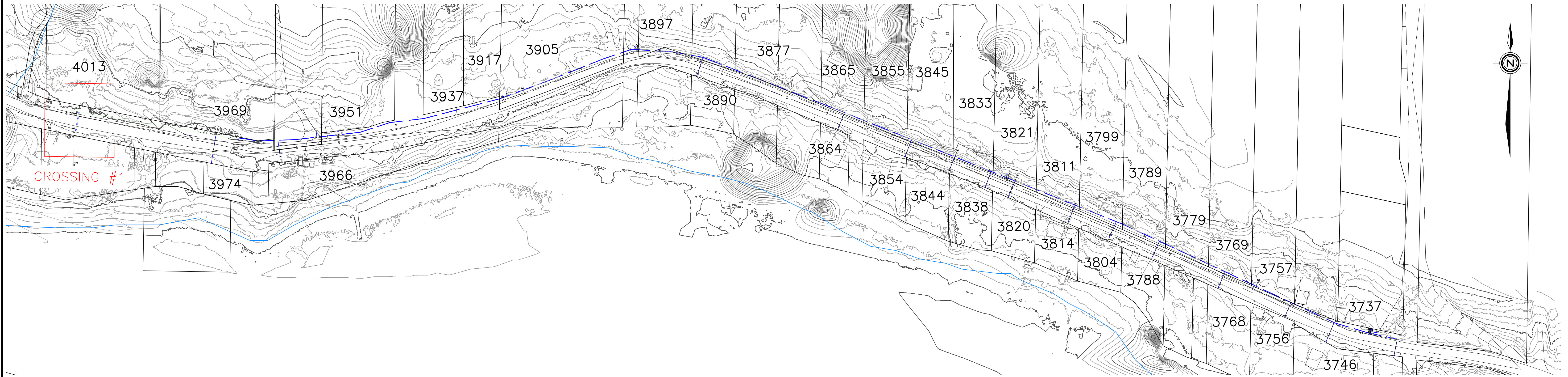
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REGIONAL DISTRICT OF CENTRAL KOOTENAY
WEST ROBSON – BROADWATER ROAD CASING PIPES

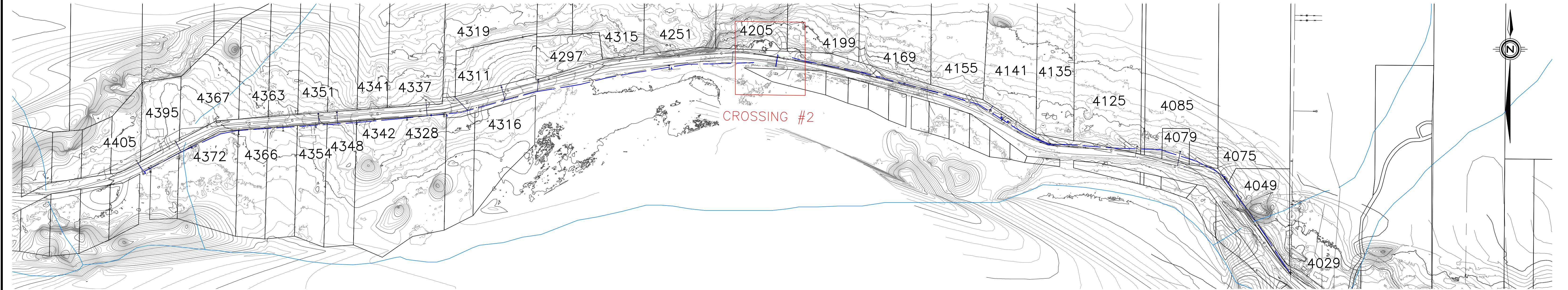
GENERAL NOTES

REV. No.	B
PROJECT No.	2025-067
DRAWING No.	C001

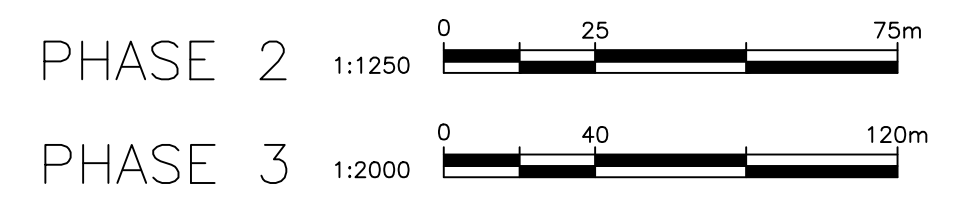
PHASE 2



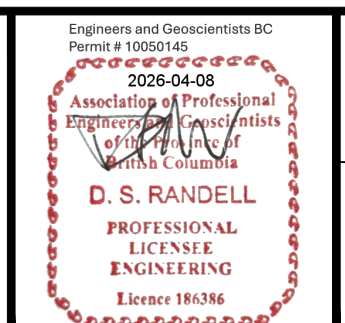
PHASE 3



DATE	REV	DESCRIPTION	BY	APPR.	DATE	REV	DESCRIPTION	BY	APPR.
2026-02-23	A	PRELIMINARY - NOT FOR CONSTRUCTION	ITD	DSR					
2026-04-08	B	ISSUED FOR TENDER	KR	DSR					



SCALE AS NOTED
 DATE -
 APPROVED DSR
 DESIGN BY ITD
 DRAWN BY ITD
 CHECKED BY DSR



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 REGIONAL DISTRICT OF CENTRAL KOOTENAY
 WEST ROBSON - BROADWATER ROAD CASING PIPES
SITE PLAN

REV. No. **B**
 PROJECT No. **2025-067**
 DRAWING No. **C002**

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EX. 150Ø AC W/M (TO BE REMOVED IN FUTURE PHASES)

EX. 150Ø PVC C900 W/M

EX. VALVE (TYP.)

P.L.

P.L.

0+000

0+020

0+030

4013 BROADWATER ROAD

WATERMAIN CROSSING SAWCUT AND TRENCH LIMITS

350Ø HDPE DR 11 CASING
(EXTEND 3M BEYOND EDGE
OF PAVEMENT)

CAUTION - EX. GAS MAIN. CONTRACTOR TO LOCATE ALL UTILITIES AND
NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION

EX. 150Ø AC W/M (TO BE REMOVED IN FUTURE PHASES)

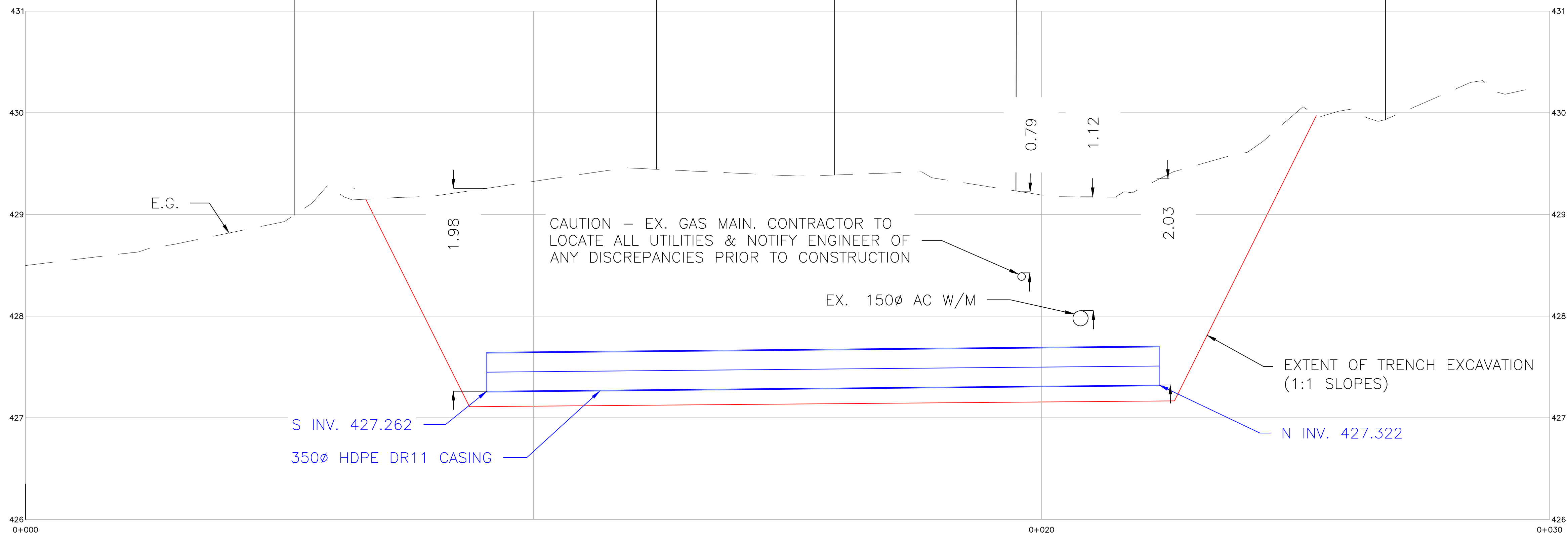
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CAUTION - EX. GAS MAIN. CONTRACTOR TO
LOCATE ALL UTILITIES & NOTIFY ENGINEER OF
ANY DISCREPANCIES PRIOR TO CONSTRUCTION

EX. 150Ø AC W/M

EXTENT OF TRENCH EXCAVATION
(1:1 SLOPES)

S INV. 427.262

350Ø HDPE DR11 CASING

N INV. 427.322

WATERMAIN CROSSING NOTES (MoTT COMPLIANCE):

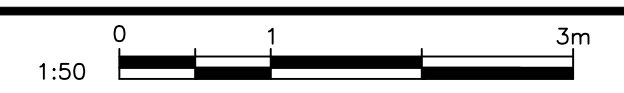
ALL WORKS TO CONFORM TO THE MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE (MoTI) UTILITY POLICY
MANUAL AND STANDARD SPECIFICATIONS.

INSTALLATION & MATERIAL:

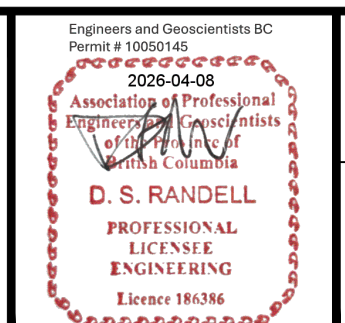
- MINIMUM COVER: 1.50m FROM FINISHED ROAD GRADE TO TOP OF PIPE.
- EXCAVATION: SAW-CUT EXISTING ASPHALT. REMOVE UNSUITABLE MATERIAL AT TRENCH BOTTOM.
- BEDDING: 150mm GRANULAR BEDDING BELOW AND AROUND PIPE TO 300mm ABOVE TOP OF PIPE.
- TRENCH BACKFILL: NATIVE BACKFILL. PLACE IN 300mm MAX LIFTS.
- COMPACTION: 95% SPD BELOW 0.6m DEPTH; 100% SPD IN TOP 0.6m OF SUBGRADE.
- RESTORATION: REPAVE TO MATCH EXISTING ASPHALT THICKNESS (MIN 50mm). PAVEMENT MARKINGS TO MATCH
MARKERS:

- INSTALL UNDERGROUND WARNING TAPE (DETECTABLE) 300mm ABOVE THE TOP OF THE CASING PIPE.
- INSTALL TRACER WIRE FOR LOCATE OF PIPE USING ELECTRONIC PIPE LOCATION EQUIPMENT.

DATE	REV	DESCRIPTION	BY	APPR.	DATE	REV	DESCRIPTION	BY	APPR.
2026-02-06	A	PRELIMINARY - NOT FOR CONSTRUCTION	ITD	DSR					
2026-02-23	B	PRELIMINARY - NOT FOR CONSTRUCTION	ITD	DSR					
2026-04-08	C	ISSUED FOR TENDER	KR	DSR					



SCALE AS NOTED
DATE -
APPROVED DSR
DESIGN BY ITD
DRAWN BY ITD
CHECKED BY DSR

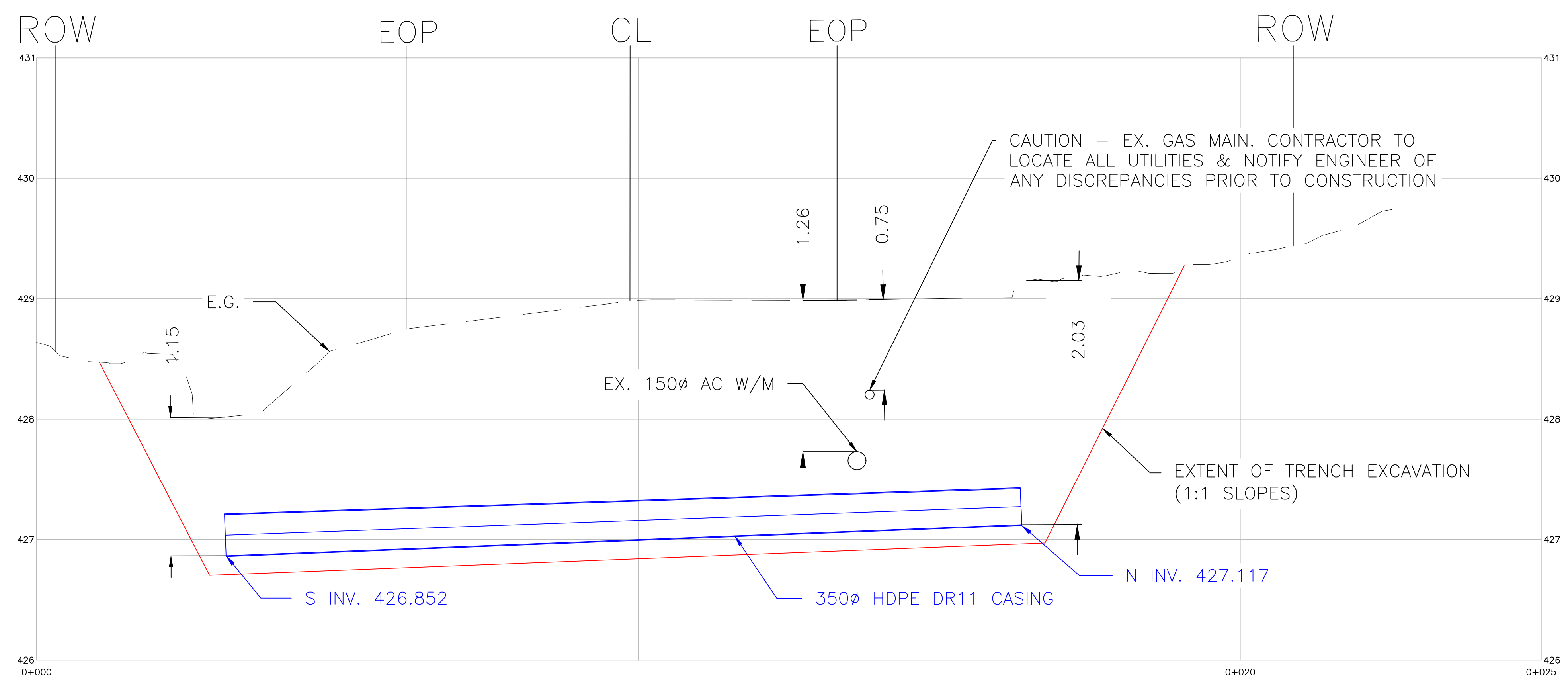
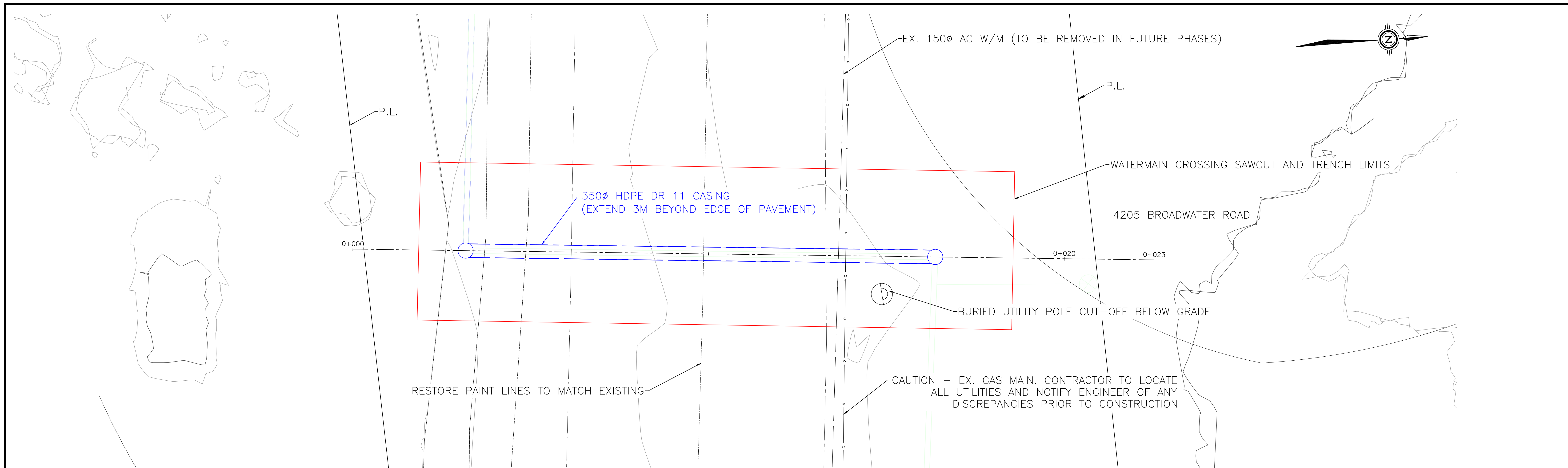


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REGIONAL DISTRICT OF CENTRAL KOOTENAY
WEST ROBSON - BROADWATER ROAD CASING PIPES
CROSSING #1 - PLAN & PROFILE

REV. No.	C
PROJECT No.	2025-067
DRAWING No.	C003

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WATERMAIN CROSSING NOTES (MoTI COMPLIANCE):

ALL WORKS TO CONFORM TO THE MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE (MoTI) UTILITY POLICY MANUAL AND STANDARD SPECIFICATIONS.

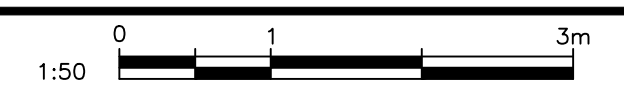
INSTALLATION & MATERIAL:

- MINIMUM COVER: 1.50m FROM FINISHED ROAD GRADE TO TOP OF PIPE.
- EXCAVATION: SAW-CUT EXISTING ASPHALT. REMOVE UNSUITABLE MATERIAL AT TRENCH BOTTOM.
- BEDDING: 150mm GRANULAR BEDDING BELOW AND AROUND PIPE TO 300mm ABOVE TOP OF PIPE.
- TRENCH BACKFILL: NATIVE BACKFILL. PLACE IN 300mm MAX LIFTS.
- COMPACTION: 95% SPD BELOW 0.6m DEPTH; 100% SPD IN TOP 0.6m OF SUBGRADE.
- RESTORATION: REPAVE TO MATCH EXISTING ASPHALT THICKNESS (MIN 50mm). PAVEMENT MARKINGS TO MATCH EXISTING.

MARKERS:

- INSTALL UNDERGROUND WARNING TAPE (DETECTABLE) 300mm ABOVE THE TOP OF THE CASING PIPE.
- INSTALL TRACER WIRE FOR LOCATE OF PIPE USING ELECTRONIC PIPE LOCATION EQUIPMENT.

DATE	REV	DESCRIPTION	BY	APPR.	DATE	REV	DESCRIPTION	BY	APPR.
2026-02-06	A	PRELIMINARY - NOT FOR CONSTRUCTION	ITD	DSR					
2026-02-23	B	PRELIMINARY - NOT FOR CONSTRUCTION	ITD	DSR					
2026-04-08	C	ISSUED FOR TENDER	ITD	DSR					



SCALE AS NOTED

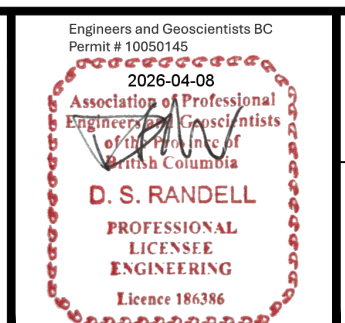
DATE -

APPROVED DSR

DESIGN BY ITD

DRAWN BY ITD

CHECKED BY DSR



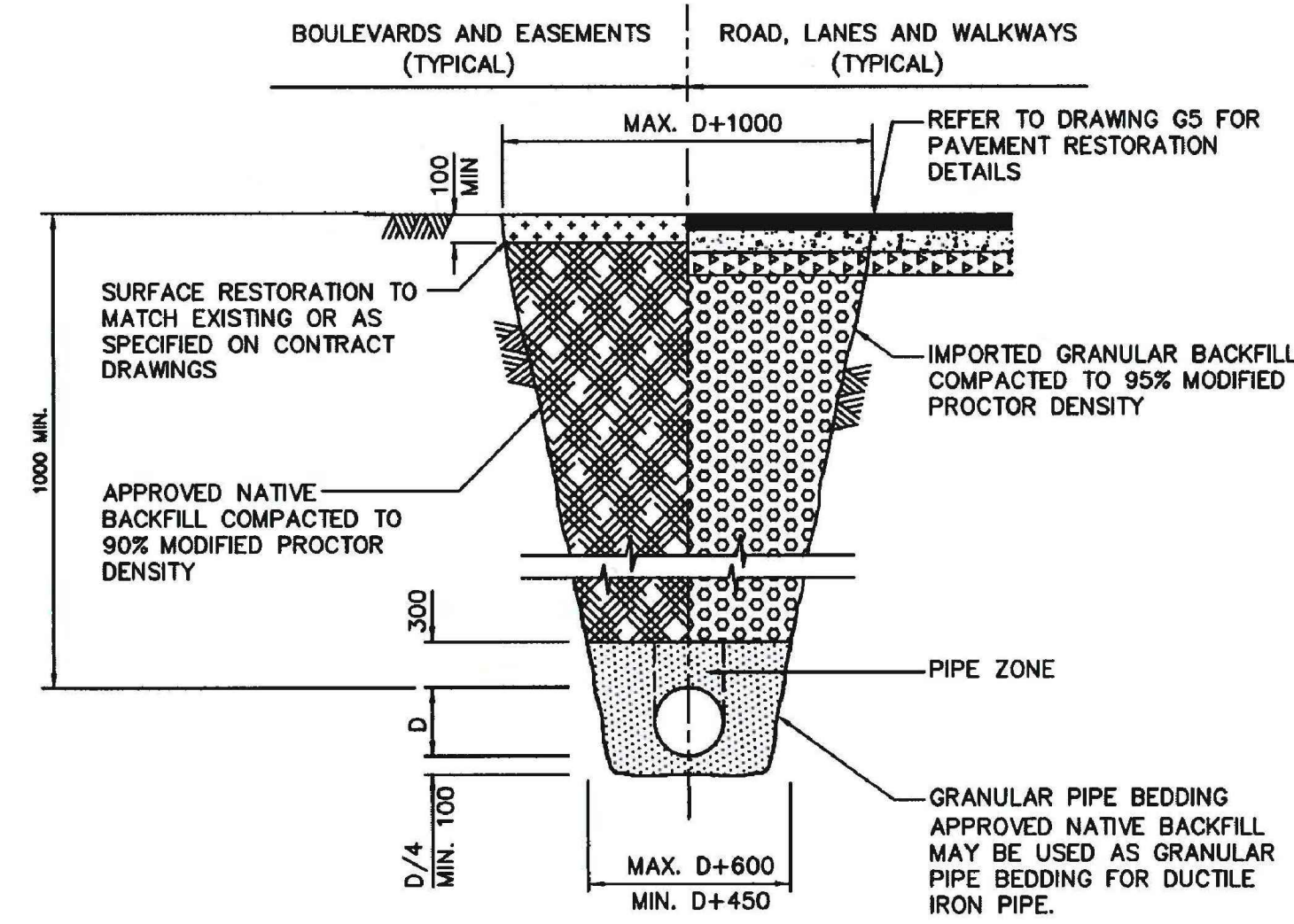
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REGIONAL DISTRICT OF CENTRAL KOOTENAY
WEST ROBSON - BROADWATER ROAD CASING PIPES
CROSSING #2 - PLAN & PROFILE

REV. No.	C
PROJECT No.	2025-067
DRAWING No.	C004

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MMCD STANDARD DETAIL DRAWINGS

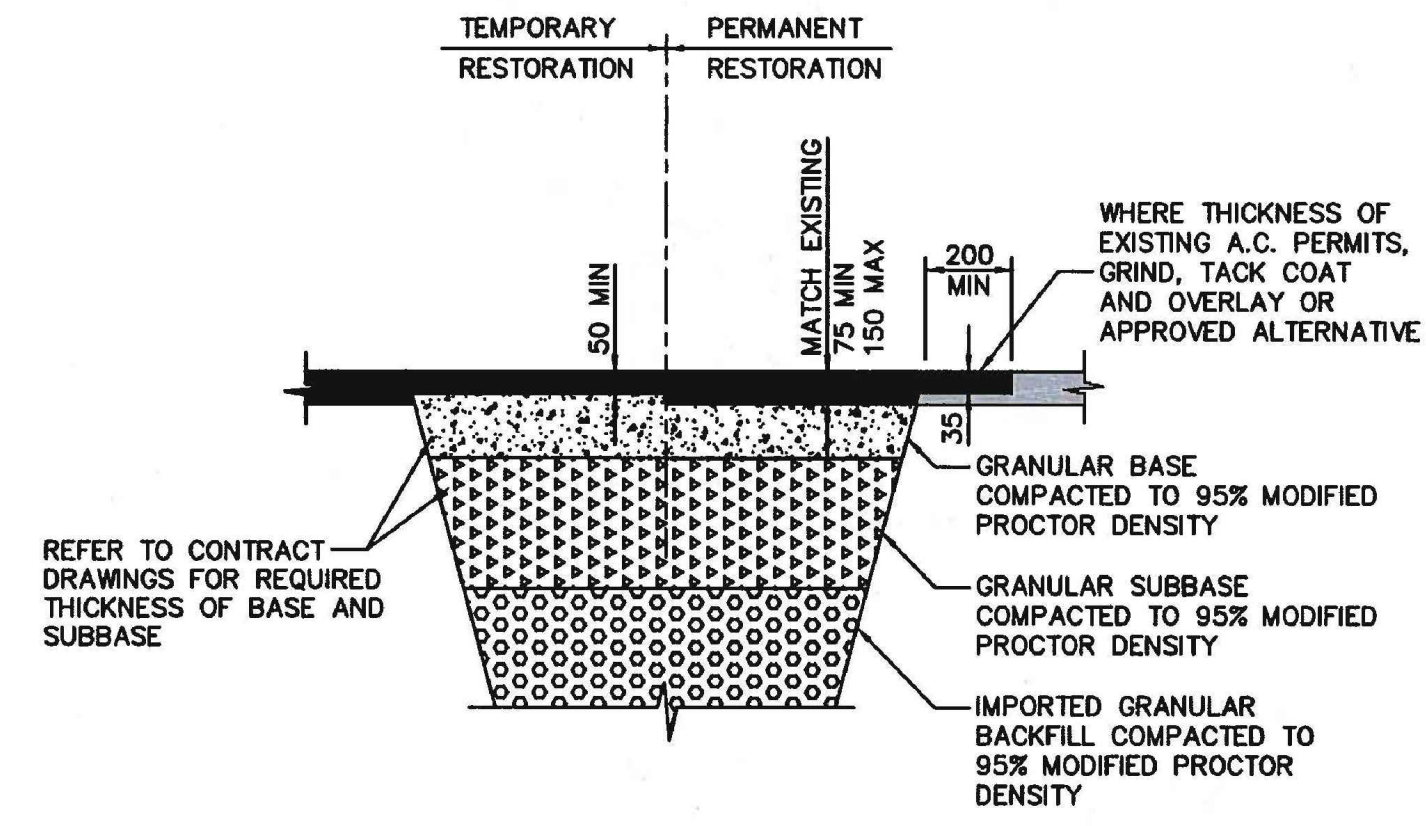


NOTE: 1. TRENCHING TO COMPLY WITH ALL REQUIREMENTS OF WORKSAFE BC.
 2. REFER TO CONTRACT DRAWINGS, SECTION 31 23 01 FOR DETAILED SPECIFICATIONS.
 3. ALL DIMENSIONS IN MILLIMETERS UNLESS OTHERWISE NOTED.
 NOT TO SCALE

2019 UTILITY TRENCH

DRAWING NUMBER:
G4

MMCD STANDARD DETAIL DRAWINGS



NOTE: 1. REFER TO CONTRACT DRAWINGS, SECTIONS 31 23 01 AND 32 12 16 FOR DETAILED SPECIFICATIONS.
 2. ALL DIMENSIONS IN MILLIMETERS UNLESS OTHERWISE NOTED.
 NOT TO SCALE

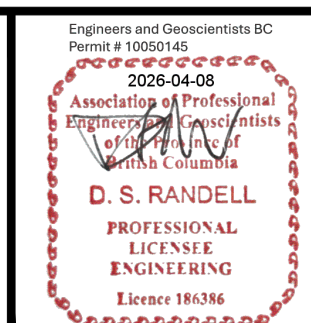
2019 PAVEMENT RESTORATION

DRAWING NUMBER:
G5

DATE	REV	DESCRIPTION	BY	APPR.	DATE	REV	DESCRIPTION	BY	APPR.
2026-02-06	A	PRELIMINARY - NOT FOR CONSTRUCTION	ITD	DSR					
2026-04-08	B	ISSUED FOR TENDER	KR	DSR					

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SCALE AS NOTED
 DATE -
 APPROVED DSR
 DESIGN BY ITD
 DRAWN BY ITD
 CHECKED BY DSR



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 INFO@FUSIONCONSULTING.LTD.CA
 REGIONAL DISTRICT OF CENTRAL KOOTENAY
 WEST ROBSON - BROADWATER ROAD CASING PIPES
STANDARD DETAILS

REV. No. **B**
 PROJECT No. **2025-067**
 DRAWING No. **C005**

Schedule 3

SUPPLEMENTARY SPECIFICATIONS – SPECIFIC TO PROJECT

Contract: West Robson – Broadwater Road Casing Pipes

Tender Reference: PRJ# 26001

The Construction Specifications for this project are contained in the Master Municipal Construction Documents (MMCD) edition dated 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.

SS1 Section 01 33 01 Project Record Documents

1.7 Recording Actual Site Conditions, Add the following:

- .5 *Contractor* to complete and submit a complete digital survey of all *Work* in AutoCAD format prior to *Substantial Performance*. Survey data shall include all visible and nonvisible construction items, including but not limited to inverts, end stakes, valves, curb stops, junction boxes, and extent of asphalt works. The survey shall include buried items, such as pipe inverts, bends, deflections, and pipe crossings.
- .6 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.

SS2 Section 01 55 00 Traffic Control, Vehicle Access, and Parking

1.4 Traffic Control, Add the following.

- .15 Working hours shall be in accordance with the local bylaws unless otherwise approved by the Contract Administrator.
- .16 All affected roads shall be swept and have dust control applied as conditions warrant or as directed by the Contract Administrator.

SS3 Section 01 57 01 Environmental Protection

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

- .5 Ensure proper containment and disposal of concrete wash water.

.6 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 fuelling tanks, equipment washing and maintenance areas. Secondary containment for fuelling 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 that 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 (may be sub-contractor like NEWALTA) to contain and clean-up the spilled substances and all soils affected by the spill. Any spill to a surface water or sewer utility must be reported to the Fire Hall Dispatch at 250.365.6065 or use 911 in any emergency situations where response times are critical.
 - .6 Clearing and grubbing shall be in accordance with the recommendations provided in Section 5.4 of the Environmental Assessment

SS4 Section 01 58 01 Project Identification

Delete 1.2.2.1 Public Notice and replace with the following:

- .1 The RDCK will issue notification via a Voyent Alert one week prior to the start of the Work to the affected community to notify of Construction activities. Additionally, the RDCK will issue via a Voyent Alert for a local boil water advisory if the line is depressurized during

construction. Boil water signage will be provided to the contractor by the RDCK to display in a highly-visible location within the affected area.

SS5 Section 31 05 17 Aggregates and Granular Materials

1.3 Approvals, Add the following:

.5 Crushing and/or screening of granular aggregates for this or other projects shall not be permitted within the project area or on any road right-of-way.

SS6 Section 31 15 60 Dust Control

1.0 GENERAL, Add the following:

.3 The Contractor is required to take all necessary precautions to ensure that the public and all personnel are adequately protected from soil contaminants. An above average level of dust control may be required. Application of water for dust control will be acceptable provided that dust is adequately controlled.

SS7 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.
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.

SS8 Construction Management Requirements

1. The Contractor who is awarded the work is responsible for developing Construction Management and Traffic Management Plans to suit the Contractor's work program and obtaining approvals from the Contract Administrator and any relevant agencies prior to construction works affecting traffic.
2. The Contractor shall develop and implement their approved Traffic Control Plans in accordance with the following guidelines and standards:
 1. MoTT Traffic Management Guidelines for Work on Roadways (Category 4 specifications)
 2. MoTT Traffic Control Manual for Work on Roadways
 3. TAC Manual of Uniform Traffic Control Devices of Canada
 4. Ministry of Transportation's Manual of Standard Traffic Signs and Pavement Markings
 5. Ministry of Transportation Standard Specifications Section 194
 6. TAC Geometric Design Guide for Canadian Roads
 7. BC Supplement to the TAC Geometric Design Guide

8. MoT Electrical and Traffic Engineering Manual
 9. Various Technical Circulars as applicable.
4. The contractor's independent Traffic Management Plans, and any related traffic control drawings will be required to have an engineering seal by a Professional Engineer licensed in the Province of British Columbia.
5. Phasing and accommodation of private property
- a. Contractor to maintain a bypass for the duration of the project to accommodate access by residents, City maintenance crews, postal and courier delivery, and emergency vehicles (not including public transit vehicles).
 - b. Contractor to maintain municipal waste collection by means of maintaining adequate access for collection crews. Adequacy of access to be determined by the collecting agent (Regional District of Central Kootenay, GFL Environmental), or opting to collect the waste on scheduled collection days (including garbage, green waste, & recycling)
 - b. Contractor to provide and maintain all detour signage.
6. Milestones
- a. Substantial completion must be achieved by **July 3, 2026**

SS9 Service Disruptions

1. Any disruption of service to any resident(s) as a result of the work done by the Contractor or any of its subcontractors must be preceded by a written notice a minimum of 72 hours in advance. This applies to water, gas, and access to the resident's property.

SS10 Protection of Existing Asbestos Cement (AC) Watermain

1. The Contractor shall exercise extreme caution and make all reasonable efforts to maintain the structural integrity of the existing Asbestos Cement (AC) watermain during the excavation and installation of the underlying HDPE casing pipe.
2. When working adjacent to the existing AC watermain, the Contractor shall coordinate line depressurization. The Contractor is prohibited from operating active mainline valves; authorized RDCK utility personnel must perform all valve operations.
3. Construction methods and equipment must be carefully selected and operated to ensure the existing AC watermain is not punctured, fractured, or allowed to crumble at any time during the Work. The Contractor must have the proper supplies, materials, and equipment readily available on site to immediately repair the AC watermain in the event it is damaged.
4. The Contractor shall be responsible for providing adequate and continuous support to any exposed or undermined sections of the AC watermain to prevent settlement, deflection, or structural failure while installing the HDPE casing beneath it.

5. In the event that the AC watermain is damaged, punctured, or begins to crumble, the Contractor must immediately halt work in the vicinity, notify the Contract Administrator, and implement appropriate emergency response and asbestos-handling protocols, which includes referencing the Regional District of Central Kootenay Policy No. 600-03-08 for the Decommissioning Asbestos Cement Pipe in Regional District Water Services.

SS11 Boulders and Rock Fragments - Provisional

1. This provisional item covers the excavation and removal of rippable rock, boulders, and rock fragments. Rock blasting is strictly prohibited on this project.
2. The unit price per cubic metre shall be full compensation for all methods necessary for removal. No additional payment will be made to the Contractor for the use of hydraulic breakers, ripping equipment, or any other mechanical methods required to break and remove oversized rock or bedrock.

SS12 Hydrovac / Daylighting for Utility & Bedrock Locates

1. The Contractor may be directed by the Contract Administrator to perform optional hydrovac or daylighting excavation to locate bedrock or existing utility infrastructure. Each directed locate shall be excavated up to a maximum depth of 3.0 metres, until bedrock or the existing utility is daylighted.
2. Upon completion of the locate, the Contractor shall provide appropriate backfill materials and perform compaction to restore the excavated area to its original condition, or a similar condition as approved by the Contract Administrator.

SS13 Permits and Approvals

1. The Contractor is advised that commencement of construction activities is dependent upon receipt of a Ministry of Transportation and Transit (MoTT) permit.
2. No Work shall commence until the required MoTT permit has been obtained and a Notice to Proceed has been issued by the Owner or Contract Administrator.
3. The Contractor shall coordinate all Work in accordance with the conditions of the MoTT permit.
4. The Contractor shall plan and schedule the Work with full consideration of potential delays associated with permit issuance.
5. No additional compensation, extension of time, or other adjustments will be made due to delays associated with obtaining the MoTT permit.

SUPPLEMENTARY PAYMENT PROCEDURES – SPECIFIC TO PROJECT

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.

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 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 incidental 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.
8. The three parties agree to interpret the above contract. Any matters not covered in this contract shall be subject to a supplementary agreement signed by the three parties through friendly negotiation, which shall have the same legal effect as this contract.
9. Where legislation permits and where, upon application by the Contractor, the Consultant has certified that the work of a Subcontractor or Supplier has been performed prior to Substantial Performance of the Work, the Owner shall pay the Contractor 50% of the holdback amount

retained for such subcontract work, or the Products supplied by a Supplier, 45 days after Substantial Performance of the Work, and the remaining 50% of the holdback amount shall be paid 365 days after Substantial Performance of the Work.

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 bonding or insurance. All bonding 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.

PART 3.0 - MEASUREMENT AND PAYMENT

1. Project Record Documents (Section 01 33 01) is a lump sum item that shall be made following the submission and acceptance of redline mark-ups and digital record drawings. Said records shall capture all installed infrastructure, existing below ground infrastructure exposed during construction, as well as the finished grade of the road center line, edge of pavement, shoulder, and top and bottom of ditches altered during the course of construction. Please note that compensation for conducting the Construction Layout and Asbuilt Survey is explicitly excluded from this item and will be paid under the designated Supplemental Items.
2. 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.
3. Dust Control (Section 31 15 60) is a Lump Sum item. This price shall be full compensation for furnishing all labor, materials, equipment, and incidentals necessary to implement and maintain effective dust control measures throughout the construction limits and haul roads for the duration of the project.
4. Reshaping Existing Subgrade (Section 31 22 16.1) payment will be made at the contract unit price per Square Metre. This price shall include full compensation for all labor, equipment, and materials required to scarify, grade, shape, and compact the existing subgrade to the final lines and grades shown on the drawings.
5. Rock Removal: Boulders and Rock Fragments - Provisional (Section 31 23 17 & SS12) payment will be made at the contract unit price per Cubic Metre. This price shall include full compensation for all labor, equipment, and materials required to mechanically excavate, remove, and dispose of bedrock, boulders, and rock

fragments, including all rock removal encountered during roadway excavation, embankment, and compaction operations (Section 31 24 13). No blasting is permitted.

6. Remove Existing Asphalt (Section 31 24 13) payment will be made at the contract unit price per Square Metre. The measurement will be based on the actual area of asphalt pavement removed. This price shall include full compensation for all labor, equipment, and materials required to saw-cut, break, excavate, remove, and properly dispose of the existing asphalt pavement to the limits and depths shown on the drawings.
7. Asphalt Pavement (Section 32 12 16) will be measured and paid at the unit price in the Tender Form. The measurement will be based on the actual area of asphalt pavement installed. The limit of the width measurement shall be as detailed on the drawings and details for this item. The unit price is to include allowances for construction joint preparation including additional grinding and saw cutting if required; supplying and placing the hot asphalt mix; compaction; adjusting and cleaning frames, covers and lids of all casting; and all other work incidental to a complete product.
8. Saw Cut Asphalt or Concrete Pavements (Section 32 17 23) will be paid at the unit price in the Tender Form. The measurement will be based on the actual length of saw cutting and milling completed. The unit price shall include allowances for saw cutting and edge milling to Regional District of Central Kootenay Standard; and all other work incidental to a complete product.
9. Pavement Markings (Section 32 17 23) will be paid as a lump sum item. The lump sum price shall include supply and installation of all labour, equipment and materials to a complete product as per Village of Lumby Standards.
10. Watermain Casing Pipe HDPE DR 11, 350mm diameter Native Backfill (Section 33 11 01) payment will be made at the contract unit price per Lineal Metre. This price shall include full compensation for all labor, equipment, and materials required for trench excavation, disposal of surplus excavated material, bedding, supply and installation of all pipe and necessary apparatus, and native backfill as specified.
11. Mobilization and Demobilization (Supplementals) payment will be made at the contract lump sum price. This price shall include full compensation for all labor, equipment, and materials required to transport personnel, equipment, and supplies to the project site, establish temporary facilities, and subsequently remove all equipment and facilities upon project completion. Payment for this item will be apportioned as 50% upon complete mobilization to the site and 50% upon final demobilization and site cleanup.
12. Construction Layout and Asbuilt Survey (Supplementals) payment will be made at the contract lump sum price. This price shall include full compensation for all labor, equipment, and materials required to perform all surveying necessary for the layout of construction limits and infrastructure, as well as conducting the final asbuilt survey. Payment for this item will be apportioned as 50% for the construction layout and 50% upon completion, submission, and acceptance of the final asbuilt survey.

13. Materials Testing (Supplementals) payment will be made at the contract lump sum price. This price shall include full compensation for all labor, equipment, and materials required to perform all specified quality control and materials testing for the project. Payment for this item will be made in full once all required testing of backfill and road construction items is complete and accepted by the Contract Administrator.

14. Hydrovac / Daylighting for Utility & Bedrock Locates Up to 3.0m Depth (SS13) payment will be made at the contract unit price per Each. This price shall include full compensation for all labor, equipment, and materials required to perform non-destructive hydrovac excavation or daylighting to safely expose and locate underground utilities or bedrock up to a maximum depth of 3.0 meters. This includes the removal and proper disposal of excavated slurry/material, as well as the subsequent backfilling and restoration of the test hole.

Schedule 4

SUPPLEMENTARY GENERAL CONDITIONS – SPECIFIC TO PROJECT

Contract: West Robson – Broadwater Road Casing Pipes

Tender Reference: PRJ# 26001

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

Supplemental Update No.	01 - General Conditions - 4.1.3		
Affected Document:	Volume II 2019 Edition	Change Type:	Addition
Section:	GC 4.1 Control of the <i>Work</i>	Change Summary:	Inclusion of Hours of Work
Currently:	N/A		
Should Be:	<p>4.1.3</p> <p>The hours of <i>Work</i> carried out by the <i>Contractor</i> shall comply with the local bylaws applicable to the project location.</p> <p>1) <i>Work</i> can be carried out within the time frame of 07:00 – 19:00 from Monday to Friday. <i>Work</i> shall only be carried out on weekends after receiving written authorization from the <i>Owner</i>. No <i>Work</i> will be carried out on statutory holidays.</p>		

Supplemental Update No.	02 - General Conditions - 4.2.1		
Affected Document:	Volume II 2019 Edition	Change Type:	Addition
Section:	GC 4.2 Safety	Change Summary:	Inclusion of Overhead Power Lines Safety
Currently:	N/A		
Should Be:	<p>4.2.2</p> <p>The <i>Contractor</i> shall complete Worksafe BC form 30M33 prior to working in the vicinity of overhead power lines.</p>		

Supplemental Update No.	03 - General Conditions - 4.3.7		
Affected Document:	Volume II 2019 Edition	Change Type:	Addition
Section:	GC 4.3 Protection of <i>Work</i> , Property and the Public	Change Summary:	Add Pre-Construction Inspection
Currently:	N/A		
Should Be:	<p>4.3.7 Before commencing any <i>Work</i> at the <i>Place of Work</i> the <i>Contractor</i> shall:</p> <ol style="list-style-type: none"> 1) conduct a pre-work site inspection and create a photographic or video record of the <i>Place of Work</i>. The inspection should focus on the condition of the roads, adjacent properties, and infrastructure. 2) provide a complete copy of the photographic or video record to the <i>Contract Administrator</i> after the inspection. This record will become the official record of the project's condition before the <i>Work</i> began. The pre-construction inspection should be conducted with the presence of the <i>Contract Administrator</i> or their representative. 		

Supplemental Update No.	4 - General Conditions - 13.9.1		
Affected Document:	Volume II 2019 Edition	Change Type:	Replace
Section:	GC 13.9 Liquidated Damages for Late Completion	Change Summary:	Late Completion Value Change
Currently:	13.9.1		
	<p>If the Contractor fails to meet the Milestone Date for Substantial Performance as set out in the Form of Tender, paragraph 2.2 as may be adjusted pursuant to the provisions of the Contract Documents, then the Owner may deduct from any monies owing to the Contractor for the Work:</p> <ol style="list-style-type: none"> 1) as a genuine pre-estimate of the Owner's increased costs for the Contract Administrator and the Owner's own staff caused by such a delay an amount of \$1000.00 per day or pro rata portion for each Day that actual Substantial Performance is achieved after the Substantial Performance Milestone Date; plus 2) all direct out-of-pocket costs, such as costs for safety, security, or equipment rental, reasonably incurred by the Owner as a direct result of such delay. <p>If the monies owing to the Contractor are less than the total amount owing by the Contractor to the Owner under 13.9.1(1) and (2) than any shortfall shall immediately, upon written notice from the Owner, and upon Substantial Performance, be due and owing by the Contractor to the Owner.</p>		

Should Be:	<p>13.9.1</p> <p>If the Contractor fails to meet the Milestone Date for Substantial Performance as set out in the Form of Tender, paragraph 2.2 as may be adjusted pursuant to the provisions of the Contract Documents, then the Owner may deduct from any monies owing to the Contractor for the Work:</p> <ol style="list-style-type: none"> 1) as a genuine pre-estimate of the Owner's increased costs for the Contract Administrator and the Owner's own staff caused by such delay an amount of \$500.00 per day or pro rata portion for each Day the actual Substantial Performance is achieved after the Substantial Performance Milestone Date; plus 2) all direct out-of-pocket costs, such as costs for safety, security, or equipment rental, reasonably incurred by the Owner as a direct result of such delay. <p>If the monies owing to the Contractor are less than the total amount owing by the Contractor to the Owner under 13.9.1(1) and (2) than any shortfall shall immediately, upon written notice from the Owner, and upon Substantial Performance, be due and owing by the Contractor to the Owner.</p>
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Supplemental Update No.	5 - General Conditions - 24.1.1(2)		
Affected Document:	Volume II 2019 Edition	Change Type:	Replace
Section:	GC 24.1 Required Insurance	Change Summary:	Remove GC 24.1 INSURANCE and replace entirely
Currently:	24.1.1 "Contractor will at the Contractor's expense, carry with an insurance company or companies and under policies of insurance acceptable to and approved by Owner the following insurance limits not less than shown in the respective items:"		
Should Be:	<p>24.1 REQUIRED INSURANCE - Without restricting the generality of the indemnification provisions of this Agreement, insurance and coverage will be arranged and paid for as under-noted:</p> <p>24.1.1 The Contractor must take out and maintain the insurance coverages detailed in this section 24.1 and shall provide the Owner evidence of coverage upon execution of this Agreement in the following format:</p> <ul style="list-style-type: none"> • an ICBC form APV 47; and • the Owner's Standard Certificate of Insurance form completed by the Contractor's broker. 		

COVERAGE TYPE	MINIMUM AMOUNT	MINIMUM AGGREGATE	DEDUCTIBLE MAXIMUM
Automobile Liability (third party) Insurance for vehicles used to complete the Services.	\$5,000,000 per occurrence	N/A	N/A
Commercial General Liability	\$5,000,000 per occurrence	N/A	\$5,000
Pollution/ Environmental Impairment Liability	\$2,000,000 per claim	N/A	\$5,000
All Risk Property	Equivalent to the replacement cost of all owned, rented and/or leased equipment of the Contractor and materials purchased by the Contractor for the Services.	N/A	N/A
<p>24.1.2 The Contractor shall maintain Commercial General Liability coverage for the Term of this Agreement and a minimum of one (1) year after the completion of the Services with Products and</p>			

Completed Operations coverage extended for an additional year (2 years in total). To achieve the desired limit, umbrella or excess liability insurance may be used. Such insurance will include but is not limited to the following:

- (1) **Broad Form bodily injury, death, property damage, and personal injury** coverage, on an occurrence basis;
- (2) **Non-Owned Automobile** Liability with a limit not less than **\$2,000,000 per occurrence** (including contractual non-owned automobile liability endorsement SEF 96);
- (3) **Blanket Contractual** Liability;
- (4) **Cross Liability** and/or **Severability of Interests**;
- (5) A **Waiver of Subrogation** in favour of the Regional District of Central Kootenay;
- (6) Name “**Regional District of Central Kootenay, its elected officials, officers, employees, servants, and agents**”, as an **Additional Insureds**;
- (7) Name “**Fusion Consulting Ltd**”, as an **Additional Insureds**;
- (8) Name “**His Majesty the King in Right of the Province of British Columbia and Ministry of Transportation and Transit**” as **Additional Insured**;
- (9) Require the insurer to provide the Owner with **30 days written notice** of any material change or cancellation;
- (10) **Premises and Operations**;
- (11) **Products and Completed Operations**;
- (12) **Attached Machinery**;
- (13) Coverage that is **Primary and Non-Contributory** to any other sources of insurance available to the Contractor or the Owner.

24.1.3 The Contractor shall maintain **Pollution/Environmental Impairment Liability** coverage. This insurance shall be maintained continuously from commencement of the until such *Services are* completed and including a twenty-four (24) month extended reporting period if any such insurance is provided on a claims-made basis. Such insurance shall not be impaired by any biological contaminants (without limitation, mold and bacteria), asbestos, or lead exclusions. Any 'insured vs. insured' exclusion shall not prejudice coverage for the Owner and shall not affect the Owner's ability to bring suit against the Contractor as a third party. Such insurance will include but is not limited to the following:

- (1) **Broad Form bodily injury, death, property damage** coverage, on an occurrence basis;

- (2) **Clean-up, Monitoring and Remediation;**
- (3) **Sudden and Accidental, and Gradual Pollution Events for Third Party Liability;**
- (4) **Asbestos Abatement;**
- (5) **Ongoing and Completed Operations;**
- (6) **Blanket Contractual Liability endorsement;**
- (7) **Cross Liability and/or Severability of Interests;**
- (8) A **Waiver of Subrogation** in favour of the Regional District of Central Kootenay;
- (9) Name “**the Regional District of Central Kootenay, its elected officials, officers, employees, servants, and agents**”, as an **Additional Insured**;
- (10) Name “**Fusion Consulting Ltd.**”, as an **Additional Insured**;
- (11) Name “**His Majesty the King in Right of the Province of British Columbia and Ministry of Transportation and Transit**, as **Additional Insured**;
- (12) Require the insurer to provide the Owner with **30 days written notice** of any material change or cancellation;
- (13) must be **Primary and Non-Contributory** to any other sources of insurance available to the *Contractor* or the Owner

24.1.4 The Contractor shall maintain **All Risk Property** coverage for the Term of this Agreement, which shall cover, on a replacement cost basis, all property, of every description, to be used in the Services, against “All Risks” of physical loss or damage, including earthquake and flood, while such property is being transported to the Site, and thereafter throughout erection, installation and testing. Such insurance will include but is not limited to the following:

- (1) **Installation Floater;**
- (2) A **Waiver of Subrogation** in favour of the Regional District of Central Kootenay.

ADDITIONAL INSURANCE TERMS AND CONDITIONS

24.1.5 Subject to satisfactory proof of financial capability by the Contractor, the Owner may agree to increase the deductible amounts.

24.1.6 The Contractor is solely responsible for determining what additional insurance coverage, if any, is necessary or advisable for the protection of the Contractor or that is required by the Contractor to fulfill its obligations under this Agreement, with such additional insurance maintained and provided at the sole expense

	<p>of the Contractor and with the Contractor being responsible for obtaining whatever additional insurance it deems necessary.</p> <p>24.1.7 The Contractor shall pay the deductible amounts in the event of a claim which the above policies are required to pay.</p> <p>24.1.8 The Contractor shall ensure that all insurance required to be maintained by the Contractor under this Agreement is underwritten by a responsible insurance company or companies licensed to do business in the province of British Columbia.</p> <p>24.1.9 As may be applicable, the Contractor must cause all subcontractors to comply with the insurance requirements outlined in section 24.1 of this Agreement.</p> <p>24.1.10 The Owner may, at its discretion, notify the Contractor that the terms, amounts and types of insurance required to be obtained by the Contractor hereunder be changed. The Contractor shall, upon request, obtain a written quote from its insurer for the incremental cost of such additional or amended coverage and submit that quote to the Owner for review. The Owner may, in its sole discretion, approve or decline the proposed increase. Where the Owner approves the increase in writing, the Owner will pay the approved incremental cost increase, and the parties shall record the change and payment terms in an Agreement Amendment. The Contractor shall not bind or purchase the increased or amended coverage until Owner’s written approval is provided.</p> <p>24.1.11 If the Contractor’s insurance policies expire prior to the coverage periods identified in section 21.1 of this Agreement, the Contractor shall renew its insurance policies prior to the expiry date and provide the Owner with an updated evidence of insurance in the format identified in section 24.1.1, confirming such renewal to the Owner within 14 days of its current policy’s expiry.</p> <p>24.1.12 In the event the Contractor shall fail to take out and maintain such insurance at all times during the coverage periods identified in section 24.1 the Owner shall be entitled to take out and maintain equivalent insurance at the cost of the Contractor and the Contractor will pay to the Owner, on demand, the Owner’s cost of so doing, or at the option of the Owner, the Owner shall be entitled to terminate this Agreement.</p>
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Supplemental Update No.	06 - General Conditions – 13.1.2		
Affected Document:	Volume II 2019 Edition	Change Type:	Addition
Section:	GC 13 <i>Delays</i>	Change Summary:	Permit Dependency and Delay Claims
Currently:	GC 13.1.1 applies to Owner-caused delays, including delays associated with Owner permits.		

Should Be:	13.1.2	
		Notwithstanding GC 13.1.1, the Contractor acknowledges that the commencement of the Work, issuance of the Notice to Proceed, or progress of the Work may be delayed due to the timing of permits required to be obtained by the Owner (“Owner Permits”), including but not limited to permits from the Ministry of Transportation and Transit (MoTT).
		For certainty, this clause applies notwithstanding GC 20.2.2.
	13.1.2.1	Any such delay shall not constitute a breach of Contract by the Owner or the Contract Administrator.
	13.1.2.2	Where the Contractor is delayed due to the timing, issuance, or conditions of such permits, the Contractor shall be entitled to an extension of the Contract Time only, as determined by the Contract Administrator in accordance with the Contract Documents.
	13.1.2.3	The Contractor shall not be entitled to any compensation, damages, or reimbursement of costs, including but not limited to delay, disruption, standby, extended overhead, or escalation costs, arising directly or indirectly from such delays.
	13.1.2.4	The Contractor shall include in the Contract Price all costs and risks associated with such potential delays.