Request for Proposals

New Denver-Silverton Corridor – Design Services

PRJ26023

Issued: on November 17, 2026

Closing Location:
Regional District of Central Kootenay
Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4

Closing Date and Time:
2:00 pm Local Time, December 18, 2026

Robbie Kalabis
Project Manager
250.551.7367
RKalabis@rdck.bc.ca

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PART 1: INVITATION & INSTRUCTIONS TO PROPONENTS

1.1 Executive Summary

The Regional District of Central Kootenay (RDCK) is requesting proposals from qualified agencies to complete a feasibility analysis, conceptual engineering designs, cost estimates, and engagement strategy to develop an active transportation pathway between the communities of New Denver and Silverton.

Timeline of milestones and deliverables:

Nov 20/26	-	Issue Request for Proposals
Dec 18/26	-	Deadline for submissions
Jan 6/27	-	Review recommended Proposals
Mid Jan 2027	-	Award contract
Apr 30/27	-	Mid-term report
Jul 30/27	-	Final report

1.2 Request for Proposal Terminology

The following terms will apply to this Request for Proposal and to any subsequent Contract. Submission of a Proposal in response to this Request for Proposal indicates acceptance of all the following terms.

Throughout this Request for Proposal, terminology is used as follows:

a. **CONTRACT** means the written agreement resulting from this Request for Proposal executed by the RDCK and the Consultant.
b. **CONSULTANT** means the successful Proponent to this Request for Proposal who enters into a written Contract with the RDCK.
c. **MUST** or **MANDATORY** means a requirement that must be met in order for a proposal to receive consideration.
d. **PROPONENT** means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposal.
e. **PROPOSAL** means the Proponent's submission.
f. **REGIONAL DISTRICT** means the Regional District of Central Kootenay (RDCK).
g. **SHOULD** or **DESIRABLE** means a requirement having a significant degree of importance to the objectives of the Request for Proposal.

1.3 Proposal Documents

It is the responsibility of the Proponent to ascertain that they have received a full set of Proposal documents. Upon submission of their Proposal, the Proponent shall be deemed conclusively to have been in full possession of a full set of Proposal Documents.

1.4 Enquiries and Clarifications

It is the responsibility of the Proponent to thoroughly examine the documents and ensure that the requirements contained are fully understood.

Requests for clarifications or additional information related to this Request for Proposal should be directed, **in writing**, to the following person:

Robbie Kalabis
Project Manager
Email: RKalabis@rdck.bc.ca

Enquiries will be accepted up to 10:00 am, December 14, 2026. Enquiries received after 10:00 am on this date may not receive a response.

Information obtained from any other source is not official and should not be relied upon. Enquiries and responses will be recorded and may be distributed to all Proponents at the Regional District's option.

1.5 Examination of Sites and Local Conditions

The Proponent must satisfy themselves as to the practicability of executing the work in accordance with the Contract and shall be held to have satisfied themselves in every particular before making up a Proposal, by inquiry and by attending the site visit if it is a requirement.

The Proponent should examine the site and surroundings and, before submitting a Proposal shall satisfy themselves as to the nature of the site, the quantities and nature of the work and equipment necessary for the completion of the work, the means of access to the site, the accommodation they may require, and in general, shall obtain all relevant information as to risks, contingencies and other circumstances which may influence their Proposal.

~~1.6 Mandatory Site Visit~~

~~A mandatory site visit is scheduled are for [Date, Time and Location].~~

1.7 Proposal Closing Time and Location

Proposals must be submitted by the Closing Date and Time to the Closing Location identified on the cover page of this Request for Proposal.

1.8 Proposal Submissions

A digital PDF format of the Proposal submission may be sent by e-mail to: RKalabis@rdck.bc.ca.

The RDCK email server has about a 10mb file size limit. Proponents are to ensure that they have gotten a confirmation of receipt of email prior to the closing time. Larger submissions should be broken down into 2 or more emails or arrangements should be made ahead of time for file transfer by Sharefile.

Proponents wishing to send or deliver a Proposal submission in paper format to the RDCK should submit one printed copy in a SEALED enveloped CLEARLY MARKED: **PRJ26023 – NEW DENVER-SILVERTON CORRIDOR – DESIGN SERVICES RFP**.

a. The Proponent's name and full mailing address should be clearly marked on the outside of the response envelope.
b. Faxed Proposals will not be accepted.

1.9 Ownership of Proposal and Freedom of Information

All responses to this Request for Proposal become the property of the RDCK. By submitting a Proposal the Proponent agrees the RDCK has the right to copy the Proposal Documents. Proposals will be held in confidence by the RDCK, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and any requirement for disclosure of all or a part of a Proposal under that Act. The requirement for confidentiality shall not apply to any Proposal that is incorporated into a Contract for the Work. Further, the RDCK may disclose all or part of any Proposal to the RDCK Board at a public meeting of the Board, when making a recommendation for the award of the Contract.

1.10 RDCK's Right to Accept or Reject Proposal

The lowest or any Proposal will not necessarily be accepted. The RDCK reserves the right in its absolute discretion to: accept the Proposal which it deems most advantageous and favourable in the interests of the RDCK; and waive informalities in, or reject any or all Proposals, in each case without giving any notice.

If there is only one compliant Proposal received by the Closing Date, the RDCK reserves the right to accept the Proposal or cancel the Proposal process with no further consideration for the sole Proposal. This includes the right to cancel this Request for Proposal at any time prior to entering into a Contract with the Consultant. The RDCK reserves the right to cancel at any time before award of the Contract without being obliged to any Proponent – not just where there is only one compliant Proposal.

Proposals that contain qualifying conditions or otherwise fail to conform to these Instructions to Proponents may be disqualified or rejected. The RDCK, however, may at its sole discretion reject or retain for consideration Proposals which are non-conforming because they do not contain the content or form required by these Instructions to Proponents or because they have not complied with the process for submission set out herein.

1.11 No Claim for Compensation

Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the Request for Proposals, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.

1.12 Conflict of Interest

By submitting a Proposal, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent has any financial or personal relationship or affiliation with any elected official or employee of the RDCK or their immediate families which might in any way be seen (in the RDCK's sole and unfettered discretion) to create a conflict.

1.13 Anti-Collusion, Fraud & Corruption

The Proponent shall not communicate to any person prior to the opening of Proposals (other than to the RDCK through the delivery of a Proposal in the prescribed manner) the amount of any Proposal, or at any time adjust the amount of any Proposal by arrangement with any other persons, make any arrangement with any other person about whether or not they or that other person should or should not submit a Proposal or otherwise collude with any other person in any manner whatsoever in the Proposal process.

Any breach of this provision or non-compliance on the part of a Proponent shall, without affecting the Proponent's liability for such breach or non-compliance, result in the Proposal's disqualification.

1.14 Confidentiality

Confidential information about the RDCK obtained by Proponents must not be disclosed unless authorized to do so, in writing, by the RDCK. The Proponent agrees that their obligation of confidentiality will survive the termination of any Contract awarded under this Proposal process.

1.15 Irrevocability and Acceptance of Proposal

After the Closing Date and Time, all Proposals are irrevocable. By submission of a Proposal, the Proponent agrees that should its Proposal be successful the Proponent will enter into a Contract with the RDCK for the Work on the terms and conditions set out in the Proposal. Each Proposal will be irrevocable and open for acceptance by the RDCK for a period of ninety (90) calendar days from the day following the Proposal Closing Date and Time, even if the Proposal of another Proponent is accepted by the RDCK. By submission of a clear and detailed written notice the Proponent may amend or withdraw its Proposal PRIOR to the closing date and time.

1.16 Irregularities and Informalities

The RDCK reserves the right, at its sole discretion to waive irregularities and informalities in any Proposal and to seek clarification or additional information on any area of any Proposal when it is in the best interest of the RDCK to do so.

1.17 Discrepancies or Omissions

Proponents finding discrepancies or omissions in the specifications or other documents or having any doubts about the meaning or intent of any part thereof should immediately request, in writing, clarification from Robbie Kalabis by emailing Rkalabis@rdck.bc.ca, who will send written instructions or explanations to all parties having a set of the Proposal Documents. Any work on a Proposal done by the Proponent after the discovery of discrepancies, errors or omissions, which the Proponent fails to seek clarification about, shall be done at the Proponent's risk.

1.18 Modification of Terms/Addenda

The RDCK reserves the right to modify the terms of this RFP at any time before or after the Closing Time in its sole discretion. Prior to the Closing Time, written Addenda are the only means of amending or clarifying any of the information contained in the information package. The RDCK may amend or clarify the information package by issuing an Addendum. No employee or agent of the RDCK is authorized to

amend or clarify the content of the information package or any Addenda except by issuing an Addendum. The RDCK makes no guarantee as to the timely delivery of any Addendum. Addenda issued prior to closing of this Invitation to Proposal shall become a part of the Proposal Documents.

1.19 Liability for Errors

While the RDCK has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the RDCK, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

1.20 Basis of Contract Award

Proponents are hereby notified that the RDCK intends to review and enter into a Contract for the Work based not only on the Proposal price, but the other factors considered essential by the RDCK to provide a service for the Work being requested. Proposal evaluation may include, but is not limited to:

a. Proponent's suggested approach to the work;
b. Professional qualification of managerial, technical and in-field personnel;
c. Labour rates for key personnel;
d. Other associated costs to perform the Work ;
e. Staff and corporate experience with projects similar to that being contemplated in the Work;
f. References provided by other clients of the Proponent;
g. Experience of the Proponent on past RDCK projects;
h. Confirmation of the Proponent's ability to facilitate project completion in accordance with the schedule;
i. Availability of project team to complete the work in a timely manner;
j. Compliance with these terms of reference and completeness of the Proposal;
k. Total project cost;
l. Proponent's understanding of RDCK requirements and expectations;
m. The overall value that the Proposal represents to the RDCK, based on quality, service and price
n. Any other value-added benefits offered by the Proponent which are not specifically addressed in this Request for Proposal.

1	**Related experience and technical expertise**	**30**
a	Experience of the Proponent with projects similar to that being contemplated in the Work.	10
b	Experience of the Proponent on past RDCK projects.	10
c	Professional qualification of managerial, technical and in-field personnel.	10
2	**Quality of proposed project scope & methodology**	**40**
a	Demonstrated understanding of primary considerations and challenges related to the Project as captured in the Proponent's response.	5
b	Quality of Methodology - Proponent's suggested approach to the work.	10
c	Quality of Workplan.	20
d	Innovation in project approach.	5
3	**Alignment with project budget and timeline details**	**30**
a	Lump Sum.	20
b	Cost Breakdown.	5
c	Alignment with timeline supplied in RFP.	5
	GRAND TOTAL	**100**

The evaluation process will be conducted solely at the discretion of the RDCK. The RDCK may decide to utilize other criteria in the review of Proposals other than those set forth above; in particular, the price to carry out the work will not be the only or primary criterion that will be utilized by the RDCK. The RDCK reserves the right to make inquiries regarding any or all Proposals and to verify all information submitted by Proponents. Proponents shall be competent and capable of performing the work. Proponents may be required to provide further evidence of previous experience and financial responsibility.

The RDCK reserves the right, at its discretion, to negotiate with any Proponent that the RDCK believes has the most advantageous Proposal or with any other Proponent or Proponents concurrently. In no event will the RDCK be required to offer any modified terms to any other Proponent prior to entering into a Contract with the successful Proponent, and the RDCK shall incur no liability to any other Proponent as a result of such negotiations or modifications.

Proponents are advised that, after receipt of Proposals and prior to award of Contract, Proponents may be required to provide the RDCK with additional information concerning the Proponent or their Proposal including, but not limited to, a further breakdown of relevant components of the proposed prices.

The RDCK reserves the right to reject any Proposals of a company that is, or whose principals are, at the time of submitting a Proposal, engaged in a lawsuit against the RDCK in relation to work similar to that being proposed.

The RDCK reserves the right to reject any Proposals of a company that owes, or whose principals owe, monies to the RDCK at the time of submitting a Proposal.

1.21 Definition of Contract

This Request for Proposal should not be construed as an Agreement or Contract to purchase goods or services. The RDCK is not bound to enter into a Contract with the Proponent who submits the lowest priced Proposal or with any Proponent. The RDCK will be under no obligation to receive further information, whether written or oral, from a Proponent after the Proposal Closing Date and Time.

Neither the acceptance of a Proposal nor the execution of a Contract will constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or bylaw.

Notice in writing to a Proponent that it has been identified as the Consultant and the subsequent full execution of a written Agreement will constitute a Contract for the performance of the Work and no Proponent will acquire any legal or equitable rights or privileges relative to the Work until the occurrence of both such events.

1.22 Form of Contract

By submission of a Proposal, the Proponent agrees that, should it be identified as the successful Proponent, it is willing to enter into a Consulting Services Agreement with the RDCK within fifteen (15) days of the date of the Notice of Award. See Appendix A for a sample copy of the RDCK's Consulting Services Agreement (Form of Contract).

If the Proponent is unable to accept the RDCK's Form of Contract, the Proponent must specify the reason why in their Proposal and attach their Form of Contract for review by the RDCK. The RDCK reserves the right to discuss and/or request changes to contract terms, or reject the Proposal if the contract terms offered do not meet the needs of the RDCK.

The Form of Contract in Appendix A should be reviewed by the Proponent's insurer. If the Proponent is unable to obtain the required insurance, the Proponent should notify the RDCK's Representative in writing prior to submitting their Proposal. Depending on Proponent feedback, the RDCK may choose to issue an Addenda to amend the insurance requirements. If the RDCK opts not to amend the insurance requirements, the Proponent must ensure it is able to meet the insurance requirements should it be awarded the Contract, prior to submitting its Proposal.

By submission of a Proposal, the Proponent agrees that, should it be identified as the Consultant, it is willing provide to the RDCK the necessary Insurance Policies and WorkSafe BC Clearance Letter within fifteen (15) days of the date of the Notice of Award.

PART 2: SPECIFICATIONS

2.1 Background

The first phase of this project involves the design and development of an Active Transportation feasibility analysis, conceptual engineering design options, Class D cost estimates, and engagement strategy. Following successful completion of this phase, the RDCK may opt to proceed with future phases of the project.

A separate pricing structure for future phases will be negotiated at the time they are initiated, or an amendment to the existing contract will be considered.

The successful Proponent will be evaluated on their performance during the Feasibility Analysis and Conceptual Design phase on their ability to adapt to evolving project requirements and take on additional responsibility/tasks.

Potential future phases include:

- Preliminary Design and Class C Cost Estimate
- Detailed Design and Class B Cost Estimate
- Issued for Construction Drawing Package and Tender Package, Class A Cost Estimate
- Tender Administration
- Construction Administration
- Inspection & Closeout Services

The process for initiating these phases will be communicated to the Proponent with sufficient notice.

2.2 Scope of Work

Design & Engineering and cost estimating options to evaluate the feasibility of an active transportation corridor in line with the BC Active Transportation Design Guide for a multi-use All Ages and Abilities (AAA) pathway between New Denver and Silverton.

Design, Engineering, cost estimating, and stakeholder engagement on corridor options to evaluate the feasibility of an active transportation corridor in line with the BC Active Transportation Design Guide for a multi-use All Ages and Abilities (AAA) pathway between New Denver and Silverton. The following scope items are provided for consideration; but not required to be included in the Proposal.

- Background data compilation & review of historical investigation work (including processing existing LiDAR).
- Corridor inventory/baseline physical assessment and road safety review (high level assessment of following to help narrow options: environment, geotechnical, archeological, property ownership).
- Design development and assessment of corridor options (AAA standards).
- Development and implementation of an engagement program for key stakeholders (local and provincial government, Indigenous Nations, community/landowners).
- Multi-criteria option evaluation and determination of preferred option.
- Conceptual plan and design package development including GIS, and structural features/lighting strategy.
- Class D cost estimate.

PART 3: PROPOSAL SUBMISSION

3.1 Proposal Format

The Proposal should clearly convey the Proponent's intent in a clear and concise manner. The Proposal should contain a covering letter, Table of Contents and a short executive summary of the key features of the Proposal. All pages should be consecutively numbered.

3.2 Proposal Content

3.2.1 The Firm

a. Firm Experience / Past Performance: The firm's past project experience with AAA Active Transportation.
b. Project Team: The qualifications and experience of the personnel the Proponent intends to use for the Work. This must include any subcontractors proposed to be used in the Work.
c. Resources: The qualifications and experience of the Proponent's reserve personnel backing up the Project Team and the quality and quantity of resources available to the firm such as technical aids, IT resources, equipment etc.

3.2.2 The Proposal

a. Methodology / Task Evaluation: The Proponent's approach to the services required as set out in Part 2 Specifications. Consideration is given to whether the Proponent has effectively addressed each aspect of the Request for Proposal, thoroughly understood the requirements of the Request for Proposal, chosen a suitable approach, and identified problem areas. The Proponent is expected to adhere as closely as possible to the project components outlined in Part 2; however, Proponents may suggest alternative approaches or propose modifications to the specifications.
b. Scheduling / Work Plan: The completeness of the task items and rationale of the work plan which shows a clear indication of the anticipated work schedule along with any other supporting documents pertinent to the project. The RDCK requests that Proponents agree to meet or better the project deliverable milestones for completion of the project schedule in Section 1.1.
c. Detailed Cost Breakdown: The Proponent should provide a detailed cost breakdown of all work tasks which includes details of the team members assigned to those tasks, hours budgeted for each team member and hourly rates for each team member. Proposal should also include details of Proponent's preferred arrangements for mileage, per diem and other disbursements, as well as a separate line item with a breakdown of any additional Professional Liability insurance coverage costs associated with meeting the insurance requirements specified in Appendix A [see Clause 1 (u) of sample Agreement].

APPENDIX A: SAMPLE CONTRACT AND INSURANCE REQUIREMENTS

Consulting Services

Agreement

Contract #:YYYY-##-DEPT_CONSULTANT_NAME
Project: PRJ26023 – New Denver-Silverton Corridor
GL Code: Add account & work order #

THIS AGREEMENT executed and dated for reference the:

day day of month, year
(Day) (Month) (Year)

BETWEEN

REGIONAL DISTRICT OF CENTRAL KOOTENAY
(hereinafter called the "RDCK")
at the following address:
Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4

Agreement Administrator: Add name
Telephone #: Click here to add phone #
Email: Click here to add email

AND

CLICK HERE TO ADD CONSULTANT NAME
(hereinafter called the "Consultant")
at the following address:
Click here to add address
City, Province, Postal Code

Agreement Administrator: Add name
Telephone: Click here to add phone #
Email: Click here to add email

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS CONFIRMED, THE REGIONAL DISTRICT OF CENTRAL KOOTENAY AND THE CONSULTANT AGREE AS FOLLOWS:

(a) **SERVICES:** The Consultant shall provide the services which are set out in the Consultant's proposal dated [Date] (the "Proposal") which forms part of this Agreement and as detailed in "Schedule A" of this Agreement (the "Services"). It is agreed that Services may also include any additional services authorized and agreed to by the Consultant and the RDCK by written agreement after the Agreement has commenced ("Additional Services").

(b) **CHANGES TO SERVICES:** The RDCK and the Consultant acknowledge that it may be necessary to modify the Services, the Project schedule and/or the Budget in order to complete the Project. In the event that the RDCK or the Consultant wishes to make a change or changes to the Services, the Project schedule and/or the Budget it shall notify the other of the proposed change and reason(s) therefore. The party receiving the notification shall review and consider the proposal for change and shall as soon as is reasonably possible and no longer than within five (5) working days, advise in writing the party proposing the change whether it agrees to the change. Where the parties agree to the change, such agreement will form part of this Agreement and be formalized by means of an Agreement Amendment.

Any RDCK authorized services required of the Consultant beyond those Services set out in the Proposal shall be considered Additional Services. The Consultant shall be compensated for all Additional Services on an

SAMPLE

hourly or per diem basis, as agreed upon by the RDCK and the Consultant in writing by means of an Agreement Amendment prior to the Consultant performing the Additional Services.

(c) **TERM:** Notwithstanding the date of execution of this Agreement the Consultant shall provide the Services described in Schedule A hereof commencing on **[Start Date]** (Start Date) and ending on **[End Date]** (End Date) (the "Term").

(d) **LOCATION:** The location for delivery of the Services shall be between the communities of New Denver and Silverton.

(e) **PAYMENT:** The total budget for the Services, as specified in the Proposal is **$[Contract Amount]** (excluding GST) and on the terms set out in Schedule B. The budget for the Services is broken into tasks in the Proposal. The Consultant agrees to complete all of the tasks specified in the Proposal at a cost that will not exceed the budget amount for each task. The Consultant shall submit an invoice to the RDCK for payment, together with supporting documents, in respect of the hours worked and disbursements made on or before the last day of each month, for the RDCK's approval and due processing.

(f) Schedules A and B are incorporated into, and form part of this Agreement.

(g) The following terms and conditions are incorporated into, and form part of this Agreement.

THE CONSULTANT' OBLIGATIONS

1 The Consultant shall:

(a) Undertake all work and supply all materials necessary to perform the Services, unless stipulated otherwise in Schedule A.

(b) In performing the Services, at all times, act in the best interests of the Regional District of Central Kootenay (herein after called the "RDCK"). Also, the Consultant shall exercise that degree of professional care, skill and diligence required according to generally accepted professional standards current as of the date that the Services are rendered.

(c) Engage the services of staff, sub-consultants and sub-contractors who have the education, training, skill and experience necessary to perform the Services, and shall cause them to perform the Services on behalf of the Consultant.

(d) Employ only those sub-consultants and sub-contractors identified in the Proposal to supply the Services. The Consultant agrees that it has the responsibility for the coordination of all professional Services rendered to the RDCK by the Consultant or by its sub-consultants or sub-contractors on the Project. The Consultant may, with the written approval of the RDCK, such approval not to be unreasonably withheld, replace any of the identified project team members described in the Proposal with other professional staff possessing equivalent knowledge, ability and skills.

(e) Ensure that all personnel hired by the Consultant to perform the Services will be the employees of the Consultant and not to the RDCK with the Consultant being solely responsible for the arrangement of reliefs and substitutions pay supervision, discipline, employment insurance, workers compensation, leave and all other matters arising out of the relationship of employer and employee.

(f) Upon the request of the RDCK fully inform the RDCK of the work done by the Consultant in connection with the provision of the Services and permit the RDCK at all reasonable times to inspect, review and copy all works, productions, buildings, accounting records, findings, data, specifications, drawings, working papers,

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reports, documents and materials, whether complete or otherwise, that have been produced, received or acquired by the Consultant as a result of this Agreement.

(g) Comply with all applicable municipal, provincial and federal legislation and regulations.

(h) At its own expense, obtain all permits and licenses necessary for the performance of the Services, and on request provide the RDCK with proof of having obtained such licenses or permits.

(i) Promptly pay all persons employed by it.

(j) Not assign this Agreement, not subcontract any of its obligations under this Agreement, to any person, firm or corporation without the prior written consent of the RDCK.

(k) At all times, exercise the standard of care, skill and diligence normally exercised and observed by persons engaged in the performance of services similar to the Services.

(l) Not perform any service for any other person, firm or corporation which, in the reasonable opinion of the RDCK, may give rise to a conflict of interest.

(m) Be an independent Consultant and not the servant, employee or agent of the RDCK. The Consultant and the RDCK acknowledge and agree that this Agreement does not create a partnership or joint venture between them.

(n) Accept instructions from the RDCK, provided that the Consultant shall not be subject to the control of the RDCK in respect of the manner in which such instructions are carried out.

(o) At its own expense, obtain Workers Compensation Board coverage for itself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the execution of the Work. Upon request, the Consultant shall provide the RDCK with proof of such compliance.

(p) Be responsible for all fines, levies, penalties and assessments made or imposed under the *Worker's Compensation Act* and regulations relating in any way to the Services, and indemnify and save harmless fines, levies, penalties and assessments.

(q) Not in any manner whatsoever commit or purport to commit the RDCK to the payment of any money.

(r) Establish and maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred.

(s) Notwithstanding the provision of any insurance coverage by the RDCK, indemnify and save harmless the RDCK, its successor(s), assign(s) and authorized representative(s) and each of them from and against losses, claims, damages, actions, and causes of action (collectively referred to as "Claims"), that the RDCK may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Consultant or its subconsultant(s), subcontractor(s), servant(s), agent(s) or employee(s) under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the RDCK its other consultant(s), contractor(s), assign(s) and authorized representative(s) or any other persons.

(t) Use due care that no person or property is injured and no rights infringed in the performance of the Services, and shall be solely responsible for all losses, damages, costs and expenses in respect to any damage or injury, including death, to persons or property incurred in providing the Services or in any other respect whatsoever.

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(u) The Consultant must provide the RDCK with a certificate of insurance upon execution of this Agreement in a form acceptable to the Chief Financial Officer of the Regional District and shall, during the Term of this Agreement, take out and maintain the following insurance coverage:

(i) Automobile Liability (third party) insurance with a minimum limit of $2,000,000.

(ii) comprehensive commercial general liability insurance against claims for bodily injury, death or property damage arising out of this Agreement or the provision of the Services in the amount of **$2,000,000 dollars per occurrence** with a **maximum deductible of $5,000**;

Such insurance will:

(A) name the Regional District, its elected officials, employees, officers, agents and others as an additional insured;

(B) include the Consultant's Blanket contractual liability;

(C) include a Cross Liability clause;

(D) include occurrence property damage;

(E) include personal injury;

(F) include a Waiver of Subrogation clause in favor of the RDCK whereby the insurer, upon payment of any claim(s), waives its right to subrogate against the RDCK for any property loss or damage claim(s);

(G) be primary in respect to the operation of the named insured pursuant to the contract with the RDCK. Any insurance or self-insurance maintained by the RDCK will be in excess of such insurance policy (policies) and will not contribute to it;

(H) require the insurer not cancel or materially change the insurance without first giving the RDCK thirty days' prior written notice; provided that if the Consultant does not provide or maintain in force the insurance required by this Agreement, the Consultant agrees that the RDCK may take out the necessary insurance and the Consultant shall pay to the RDCK the amount of the premium immediately on demand.

(iii) professional liability coverage in the amount of **$2,000,000 dollars per claim** and **$5,000,000 dollars aggregate,** with a **maximum deductible of $50,000;**

(v) Keep confidential for an unlimited period of time all communications, plans, specifications, reports or other information used in connection with the Project except:

(i) those requiring disclosure by operation of law; and
(ii) any disclosure authorized in writing by the RDCK.

~~**CONSTRUCTION SUPERVISION**~~

~~(w) Inspect the site where the Services are to be performed (the "Site") and become familiar with all conditions pertaining thereto prior to commencement of the Services.~~

~~(x) Where materials and supplies are to be provided by the Consultant, use only the best quality available.~~

SAMPLE

~~(y) Where samples of materials or supplies are requested by the RDCK, submit them to the RDCK for the RDCK's approval prior to their use.~~

~~(z) Not cover up any works without the prior approval or consent of the RDCK and, if so required by the RDCK, uncover such works at the Consultant's expense.~~

~~(aa) Keep the Site free of accumulated waste material and rubbish caused by it or the Services and, on the completion of the Services, leave the Site in a safe, clean and sanitary condition.~~

(bb) At all times, treat as confidential all information and material supplied to or obtained by the Consultant or subconsultant as a result of this Agreement and not permit the publication, release or disclosure of the same without the prior written consent of the RDCK.

~~**STANDARD OF CARE**~~

~~(cc) The RDCK recognizes that sub-surface conditions may vary from those encountered where samplings, borings, surveys or explorations are located by the Consultant and that the data, interpretations and recommendations of the Consultant are based solely on the information available to it.~~

~~**UNDERGROUND UTILITIES**~~

~~(dd) The Consultant shall be responsible for locating all underground utilities prior to commencing subterranean work and provide proof of such to the RDCK.~~

~~**SAFETY**~~

~~(ee) The Consultant shall be responsible for its activity and that of its employees on the job site. This shall not be construed to relieve the RDCK or any other contractor of their obligation to maintain a safe job site. Neither the presence of the Consultant nor of its employees, sub-consultants, sub-contractors and agents shall be understood to imply control of the operations of others, nor shall it be construed to be an acceptance of responsibility for job site safety.~~

THE REGIONAL DISTRICT OF CENTRAL KOOTENAY'S OBLIGATIONS

2 The RDCK shall:

(a) Retain the Consultant to provide the Services as set out in this Agreement.

(b) Subject to the provisions of this Agreement, pay the Consultant, in full payment for the Services which in the opinion of the RDCK at the times set out is "Schedule B" of this Agreement (herein called "Agreement Price"), and the Consultant shall accept such payment as full payment for the Services.

~~(i) Notwithstanding Subsection 2(b), not be under any obligation to advance to the Consultant more than 90% of the Agreement Price for Services rendered in accordance with Schedule "A" to the satisfaction of the RDCK. The 10% holdback shall be retained and paid back in accordance with the *Builder Lien Act*.~~

~~(ii) providing that it is not in breach of any of its obligations under this Agreement, holdback from the Agreement Price in addition to the 10% holdback contemplated in Subsection 2(b)(i), sufficient monies to indemnify the RDCK completely against any lien or claim of lien arising in connection with the provision of the Services.~~

(c) Provide the Consultant with all reports, data, studies, plans, specifications, documents and information available to the RDCK and relevant to the Project. The Consultant shall be entitled to rely on the reports,

SAMPLE

data studies, plans, specifications, documents and other information provided by the RDCK.

(d) Provide access to any site or adjacent properties as required to complete the Project. The Consultant shall be liable for any and all injury or damage which may occur to persons or to property due to any act, omission, neglect or default of the Consultant, or of his employees, sub-consultants, sub-contractors or agents.

(e) Give the Consultant reasonable notice of anything the RDCK considers likely to materially affect the provision of the Services.

(f) Examine all studies, reports, sketches, proposals and documents provided by the Consultant under this Agreement, and render decisions pertaining thereto within a reasonable time.

TERMINATION OF AGREEMENT

3 Should the Consultant neglect to complete the Services properly or fail to perform any of its obligations under this Agreement, the RDCK may notify the Consultant in writing that it is in default of its contractual obligations and instruct it to correct the default within fourteen (14) working days of receiving the notice. Failure to comply with the default request extends to the RDCK the option, without any other right or remedy, of suspending the Consultant's performance of the Services or immediately terminating this Agreement. The RDCK shall pay the Consultant for all Services performed and all disbursements incurred pursuant to this Agreement and remaining unpaid as of the effective date of such suspension or termination.

4 Other than for reasons set forth in section 3 the RDCK may suspend or terminate this Agreement for any reason by giving thirty (30) calendar days' prior written notice to the Consultant. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out the Project. In such an event, the Consultant will be paid by the RDCK pursuant to this Agreement, for the completed tasks according to the Project schedule of tasks remaining unpaid as of the effective date of such suspension or termination.

5 Should the RDCK fail to perform any of its obligations under this Agreement, the Consultant may notify the RDCK in writing that it is in default of its contractual obligations and instruct it to correct the default within fourteen (14) working days of receiving the notice. Failure to comply with the default request extends to the Consultant the option, without limiting any other right or remedy the Consultant may have, of immediately terminating this Agreement and requesting settlement for all Services performed and for all disbursements incurred pursuant to this Agreement and remaining unpaid as of the effective date of such termination.

6 Should the Consultant's Services be suspended by the RDCK at any time for more than thirty (30) calendar days in any calendar year through no fault of the Consultant, the Consultant shall have the right until such suspension is lifted by the RDCK, to terminate this Agreement upon giving seven (7) working days' written notice to the RDCK. In such an event, the Consultant will be paid by the RDCK pursuant to this Agreement, for the completed tasks as per the Schedule of Tasks that remain unpaid as of the effective date of such termination.

GENERAL TERMS

7 The RDCK shall be the sole judge of the work, material and the standards of workmanship in respect of both quality and quantity of the Services, and their decision on all questions in dispute with regard thereto, or as to the meaning and intentions of this Agreement, and as to the meaning or interpretation of the plans, drawings and specifications, shall be final, and no Services shall be deemed to have been performed as to entitle the Consultant to payment therefrom, until the RDCK is satisfied therewith.

SAMPLE

8 The RDCK certifies that the Service purchased pursuant to this Agreement are for the use of and are being purchased by the RDCK and are therefore SUBJECT TO THE FEDERAL GOODS AND SERVICES TAX.

9 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

10 Time shall be of the essence of this Agreement.

11 Any notice required to be given hereunder shall be delivered or mailed by prepaid certified or registered mail to the addresses above (or at such other address as either party may from time to time designate by notice in writing to the other), and any such notice shall be deemed to be received 72 hours after mailing.

12 This Agreement shall be binding upon the parties and their respective successors, heirs and permitted assigns.

13 A waiver of any provision or breach by the Consultant of any provision of this Agreement shall be effective only if it is in writing and signed by the RDCK.

14 A waiver under Section 13 shall not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.

15 Everything produced, received or acquired (the "Material") by the Consultant or subcontractor as a result of this Agreement, including any property provided by the RDCK to the Consultant or sub-consultant, shall:

(a) be the exclusive property of the RDCK; and
(b) be delivered by the Consultant to the RDCK immediately upon the RDCK giving notice of such request to the Consultant.

16 The copyright in the Material belongs to the RDCK.

17 The RDCK may, at its discretion, notify the Consultant that the terms, amounts and types of insurance required to be obtained by the Consultant hereunder be changed.

18 Where the Consultant is a corporation, it does hereby covenant that the signatory hereto has been duly authorized by the requisite proceedings to enter into and execute this Agreement on behalf of the Consultant.

19 Where the Consultant is a partnership, all partners are to execute this Agreement.

20 Sections 1 f), l), m), s), and 18 of this Agreement will, notwithstanding the expiration or earlier termination of the Term, remain and continue in full force and effect.

21 The ideas, processes, or other information contained in the Consultant's Proposal is proprietary and, until the Consultant's Proposal is accepted, shall not be disclosed to any parties outside of the RDCK's staff or be duplicated by any means or used in whole or in part for any purpose. Should the Consultant's Proposal be accepted, the RDCK shall have the right to duplicate, use or disclose the information contained therein.

22 Neither the RDCK nor the Consultant will be considered in default of this Agreement for non-performance due to strikes, labour disputes, riots, civil insurrection, mechanical breakdowns, war, floods, or acts of God or for other reasons beyond the reasonable control of the RDCK or the Consultant.

23 Unbudgeted disbursements incurred by the Consultant due to delays caused by weather conditions and/or poor site access shall be for the RDCK's account.

SAMPLE

24 The parties shall make all reasonable efforts to resolve a dispute by amicable negotiations and agree to provide, on a without prejudice basis, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.

25 All matters in dispute, which cannot be settled by the RDCK and the Consultant, may, with the concurrence of both the RDCK and the Consultant, be submitted to final and binding arbitration to a single arbitrator appointed jointly by them.

26 No person shall be nominated to act as arbitrator who is in any way financially interested in the Project or in the affairs of either the RDCK or the Consultant.

27 In the event that the RDCK and the Consultant cannot agree to an arbitrator, such arbitrator shall be chosen by reference to a Judge of the Supreme Court of British Columbia.

28 If any portion of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, the illegal or invalid portion shall be severed and the decision that it is illegal or invalid does not affect the validity of this Agreement.

29 This Agreement constitutes the sole and entire Agreement between the RDCK and the Consultant relating to the Project and completely supersedes and abrogates any prior agreements existing between the RDCK and the Consultant, whether written or oral.

30 The headings in this Agreement are for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

31 Part 2 of the RDCK's Request for Proposals dated [Enter Date] is hereby incorporated into and forms part of this Agreement.

32 The Consultant's Choose Document Type dated [Enter Date] is provided is hereby incorporated into and forms part of this Agreement.

33 Except as expressly set out in this Agreement, nothing herein shall prejudice or affect the rights and powers of the RDCK in the exercise of its powers, duties or functions under the *Community Charter* or the *Local Government Act* or any of its bylaws, all of which may be fully and effectively exercised as if this Agreement had not been executed or delivered.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

REGIONAL DISTRICT OF CENTRAL KOOTENAY	**CLICK HERE TO ADD CONSULTANT NAME**
(Signature of Authorized Signatory)	(Signature of Authorized Signatory)
(Name and Title of Authorized Signatory)	(Name and Title of Authorized Signatory)
(Signature of Authorized Signatory)	(Signature of Authorized Signatory)
(Name and Title of Authorized Signatory)	(Name and Title of Authorized Signatory)

SAMPLE

2.1 Background

The first phase of this project involves the design and development of an Active Transportation feasibility analysis, conceptual engineering design options, Class D cost estimates, and engagement strategy. Following successful completion of this phase, the RDCK may opt to proceed with future phases of the project.

A separate pricing structure for future phases will be negotiated at the time they are initiated, or an amendment to the existing contract will be considered.

The successful Proponent will be evaluated on their performance during the Feasibility Analysis and Conceptual Design phase on their ability to adapt to evolving project requirements and take on additional responsibility/tasks. Potential future phases include:

- Preliminary Design and Class C Cost Estimate
- Detailed Design and Class B Cost Estimate
- Issued for Construction Drawing Package and Tender Package, Class A Cost Estimate
- Tender Administration
- Construction Administration
- Inspection & Closeout Services

The process for initiating these phases will be communicated to the Proponent with sufficient notice.

2.2 Scope of Work

Design & Engineering and cost estimating options to evaluate the feasibility of an active transportation corridor in line with the BC Active Transportation Design Guide for a multi-use All Ages and Abilities (AAA) pathway between New Denver and Silverton.

Design, Engineering, cost estimating, and stakeholder engagement on corridor options to evaluate the feasibility of an active transportation corridor in line with the BC Active Transportation Design Guide for a multi-use All Ages and Abilities (AAA) pathway between New Denver and Silverton. The following scope items are provided for consideration; but not required to be included in the Proposal.

- Background data compilation & review of historical investigation work (including processing existing LiDAR).
- Corridor inventory/baseline physical assessment and road safety review (high level assessment of following to help narrow options: environment, geotechnical, archeological, property ownership).
- Design development and assessment of corridor options (AAA standards).
- Development and implementation of an engagement program for key stakeholders (local and provincial government, Indigenous Nations, community/landowners).
- Multi-criteria option evaluation and determination of preferred option.
- Conceptual plan and design package development including GIS, and structural features/lighting strategy.
- Class D cost estimate.

SAMPLE

SCHEDULE B: CONTRACT PAYMENT TERMS

1 Total budget shall not exceed $[Amount] (excluding GST).

2 Invoices to be submitted monthly.

The following contract number and GL code(s) **must** be quoted on the invoice(s):

Contract Number: **YYYY-##-DEPT_CONSULTANT_NAME**

GL Code: **ACCOUNT # & WORK ORDER #**

Invoices should be emailed to ap@rdck.bc.ca, **with a COPY sent to the Project Manager in cc**.

3 Invoices to be paid on net 30 day term.

4 GST (if applicable) shall be listed as a separate line item on all invoices.

SAMPLE

Contract No. Enter Number
PRJ26023

Click here to enter a date

Dear Insurance Broker:

RE: STANDARD CERTIFICATE OF INSURANCE FORM

Your client, Contractor's Name as it appears on the Contract, is preparing to enter into a contractual agreement with the Regional District of Central Kootenay to complete conceptual and detailed engineering designs, cost estimates, and community engagement to develop an active transportation pathway between the communities of New Denver and Silverton.

As per our insurer's recommendation, a separate Standard Certificate of Insurance Form is needed for each contract, therefore it is possible that if your client has more than one contract with the RDCK, you may be asked to complete this form more than once.

As proof that their insurance coverage meets their contractual requirements, we require their broker complete the attached Standard Certificate of Insurance Form. Their contract insurance terms are copied below.

(u) The Consultant must provide the RDCK with a certificate of insurance upon execution of this Agreement in a form acceptable to the Chief Financial Officer of the Regional District and shall, during the Term of this Agreement, take out and maintain the following insurance coverage:

(i) Automobile Liability (third party) insurance with a minimum limit of $2,000,000.

*(ii) comprehensive commercial general liability insurance against claims for bodily injury, death or property damage arising out of this Agreement or the provision of the Services in the amount of **$2,000,000 dollars per occurrence** with a **maximum deductible of $5,000**;*

Such insurance will:

(A) name the Regional District, its elected officials, employees, officers, agents and others as an additional insured;

(B) include the Consultant's Blanket contractual liability;

(C) include a Cross Liability clause;

(D) include occurrence property damage;

SAMPLE

(E) *include personal injury;*

(F) *include a Waiver of Subrogation clause in favor of the RDCK whereby the insurer, upon payment of any claim(s), waives its right to subrogate against the RDCK for any property loss or damage claim(s);*

(G) *be primary in respect to the operation of the named insured pursuant to the contract with the RDCK. Any insurance or self-insurance maintained by the RDCK will be in excess of such insurance policy (policies) and will not contribute to it;*

(H) *require the insurer not cancel or materially change the insurance without first giving the RDCK thirty days' prior written notice; provided that if the Consultant does not provide or maintain in force the insurance required by this Agreement, the Consultant agrees that the RDCK may take out the necessary insurance and the Consultant shall pay to the RDCK the amount of the premium immediately on demand.*

(iii) *professional liability coverage in the amount of* ***$2,000,000 dollars per claim*** *and* ***$5,000,000 dollars aggregate,*** *with a* ***maximum deductible of $50,000;***

In addition, please note the following maximum deductibles accepted as per the RDCK's policy on Minimum required amounts of insurance for contracts:

- Commercial General Liability Insurance $5,000
- Professional Liability Insurance $50,000

If your client's insurance coverage meets the above requirements, please complete the attached Standard Certificate of Insurance Form and return the completed form to them. If your client's insurance coverage does not meet these requirements, please contact your client directly to discuss any coverage adjustments needed prior to completing this form. Note that the Insured name on the Standard Certificate of Insurance Form must match the client name as it appears in this letter.

Sincerely,

RDCK

SAMPLE

Certificate of Insurance Form

This certifies that policies of insurance as described below have been issued to the Insured named below and are in full force and effect at this time.

NOTE: PROOF OF INSURANCE WILL BE ACCEPTED ON THIS FORM ONLY. INSURANCE COMPANIES MUST BE LICENSED TO OPERATE IN CANADA AND HAVE A MINIMUM AM BEST RATING OF A- OR HIGHER.

This Certificate is issued to the Regional District of Central Kootenay

Insured Name: _____

Address: _____

Broker Name:_____ Agent's Name:_____

Address:_____ Phone:_____

Title, number and nature of contract, permit, lease, license or operation to which this Certificate applies:

_____

_____

_____

Type of Insurance	**Insurer Name and Policy Number**	**Policy Term** dd/mm/yy	**Limits of Liability/Amounts**
Section 1 Commercial General Liability ☐ Occurrence Form ☐ Claims Made Form		From: To:	Bodily Injury, Death & Property Damage $ _____ Per Occurrence $ _____ Aggregate $ _____ Deductible
Section 2 ☐ Umbrella Liability ☐ Excess Liability		From: To:	$ _____ Umbrella Liability $ _____ Excess Gen. Liability
Section 3 Professional/Errors and Omissions Liability ☐ Occurrence Form ☐ Claims Made Form		From: To:	$ _____ Per Claim $ _____ Aggregate $ _____ Deductible Per Claim

Section 4 Environmental Impairment Liability ☐ Occurrence Form ☐ Claims Made Form		From: To:	$ _____ Per Occurrence $ _____ Aggregate $ _____ Deductible
Section 5 Automobile Liability (owned or leased vehicles)	If insured by ICBC, attach a copy of the ICBC form APV-47	From: To:	Personal Injury & Property Damage $ _____ Limit
Section 6 All Risk Property - Contractor's Equipment		From: To:	$ _____ Limit $ _____ Aggregate $ _____ Deductible
Section 7 Other (Specify)		From: To:	$ _____ Limit $ _____ Aggregate $ _____ Deductible

Details of Coverage (Sections 1 & 2): ☒ indicates that the coverage is included.

☐ The Regional District of Central Kootenay, its officials, officers, employees, servants and agents added as Additional Insured	☐ Personal Injury	☐ Non-owned automobile
	☐ Premises & operations	☐
	☐ Waiver of subrogation in favour of the RDCK	☐
☐ Blanket Contractual		
☐ Cross Liability/ Severability Interests	☐ Coverage is primary and not contributory	☐
☐ Occurrence Property Damage	☐ 30 days notice of cancellation	☐

Particulars of Environmental Impairment Liability Insurance (Section 4) ☒ indicates that the coverage is included.

☐ The Regional District of Central Kootenay, its officials, officers, employees, servants and agents added as Additional Insured	☐ Cross Liability/ Severability Interests	☐ Coverage is primary and not contributory
	☐ Waiver of subrogation in favour of the RDCK	☐ 30 days notice of cancellation
☐ Blanket Contractual	☐	☐

Details of Coverage (Sections 6): ☒ indicates that the coverage is included.

☐ Installation Floater ☐ ☐

Details of Coverage (Sections 7): ☒ indicates that the coverage is included.

☐ ☐ ☐

These policies comply with the insurance requirements of the governing contract, permit, lease, license or other requirements of the Regional District of Central Kootenay. It is understood and agreed any deductible or reimbursement clause contained in the policy shall be the sole responsibility of the Named Insured.

Signature and Broker's Stamp Authorized to Sign on Behalf of Insurers	Title	Date Signed

Broker Comments

APPENDIX B: SUPPORTING DOCUMENTATION

1. Map Sheet
2. The i-CAT LINK: Active Transportation Between Silverton & New Denver BC White Paper

REGIONAL DISTRICT OF CENTRAL KOOTENAY

LEGEND

- District Lot
- Cadastral Lot
- Planimetry

Other data that may be present on the map:

- Unsurveyed Roads
- Contours (20m)
- Zoning
- ALR
- 720 Contour Elevation
- R2A Zoning Classification

legal on map:
L 10220 (District Lot)
SL 12 (Subsidy Lot)
Blk. 7 (Block Number)
NEP68178 (Survey Plan)
Lot 2 (Lot Number)

NOTE: Legal descriptions will vary and may not contain information as seen in the example.

0 0.07 0.15 0.3 Km

Map Projection: UTM Zone 11
Map Datum: NAD83
Date: 2026-10-30

DATA SOURCES

The following sources of data are updated as changes occur:

Cadastral Lot - Surveyed lots/parcels of land; Sources: Crown Land Registry Services and RDCK

District Lot; Source: Crown Land Registry Services, Integrated Cadastral Initiative (ICI) and RDCK

TRIM Data - Planimetry, Unsurveyed Roads, and Contours; Source: Ministry of Water, Land and Air Protection

ALR - Agricultural Land Reserve; Source: BC Land Reserve Commission

Zoning - Rural Land Use, Land Use and Zoning Bylaws, where bylaws are in place; Source: RDCK

Roads - Road centerline compiled 2003; Source: RDCK

Regional District of Central Kootenay
Box 590, 202 Lakeside Drive, Nelson,
BC V1L 5R4
Phone: (250) 352-6665
Toll-Free 1-800-268-7325 (BC)
Fax: (250) 352-9300 Internet: www.rdck.bc.ca

MAP SHEET

THE i-CAT LINK: ACTIVE TRANSPORTATION BETWEEN SILVERTON & NEW DENVER BC



Prepared by:
Miranda Hughes,
North Slocan Trails Society i-CAT Link Committee co-chair
May 18, 2025

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INTRODUCTION

Introduction

This document has been prepared by the i-CAT Committee, an appointed sub-committee of the North Slocan Trails Society. Previously there existed a group called the New Denver Silverton Trail Society, with the express goal of establishing a scenic hiking trail between the communities of New Denver and Silverton BC. When a consulting report deemed a lakeside scenic trail impractical, this Society dissolved in [date] and passed its documentation and remaining financial assets along to the North Slocan Trails Society. The NSTS has held these assets ever since, and in 2023 it established the i-CAT (inter-Community Active Transportation) Committee in order to press forward with the goal of connecting the two villages for the purposes of non-motorized transportation. With transportation as the focus, rather than scenic lakeside recreation, the routing priorities shifted, allowing the idea of a connecting trail to be revived. The i-CAT Committee is now working with the Rural Mobility Community Advisory Committee (RMCAC) of the Regional District of Central Kootenay (RDCK) in an effort to move towards a full-scale feasibility study and the establishment of a trail plan.

Goals

To provide a safe, convenient multi-use pathway for year-round active transportation for people of All Ages and Abilities (AAA) connecting the villages of Silverton and New Denver BC for commuting and recreation
To enhance the growing network of active transportation and public transportation options available to residents and visitors throughout the West Kootenays

Solution

A year-round, inclusive, accessible protected pathway that links New Denver to Silverton for safe commuting and recreation. This is part of a larger vision that encompasses a multi-modal, active transport network connecting all of the West Kootenays

Benefits

The i-CAT Link will offer significant benefits for the area, enhancing various aspects of community life. It will:

- Provide Affordable and Convenient Transportation: Offer active transport options for commuters, particularly benefiting rural residents who cannot afford private vehicles or those who cannot drive due to age or health limitations
- Ensure Accessible Routes: Provide a more direct and flatter pathway along the highway, making it accessible to a broad range of users
- Support Climate Action: Help meet emission reduction targets by reducing reliance on motor vehicles, one of the major sources of emissions in the West Kootenays
- Increase tourism by increasing the range of transportation options for those on holiday

DRAFT

- Promote Health and Well-being: Encourage regular exercise and improve public health as users enjoy nature through active transportation
- Enhance Community Connectivity: Connect community members to recreational opportunities, community events, health services and commercial areas, fostering a sense of community and improving quality of life

Who will benefit?

The i-CAT Link will benefit:

- **Communities and Commuters:** Improved access and connectivity for daily travel
- **Recreational Users and Families:** Enhanced outdoor experiences
- **Businesses and Services:** Increased foot traffic, increased attractiveness as a tourist destination
- **Children and youth:** Able to travel independently, without reliance on vehicle shuttling by adults
- **The elderly:** An enhanced ability to "age in place" and maintain independence
- **Healthcare Patients:** Easier access to healthcare services in both villages.
- **Tourists:** Promotion of sustainable tourism; "a slower pace of life"

COMMUNITY PROFILES

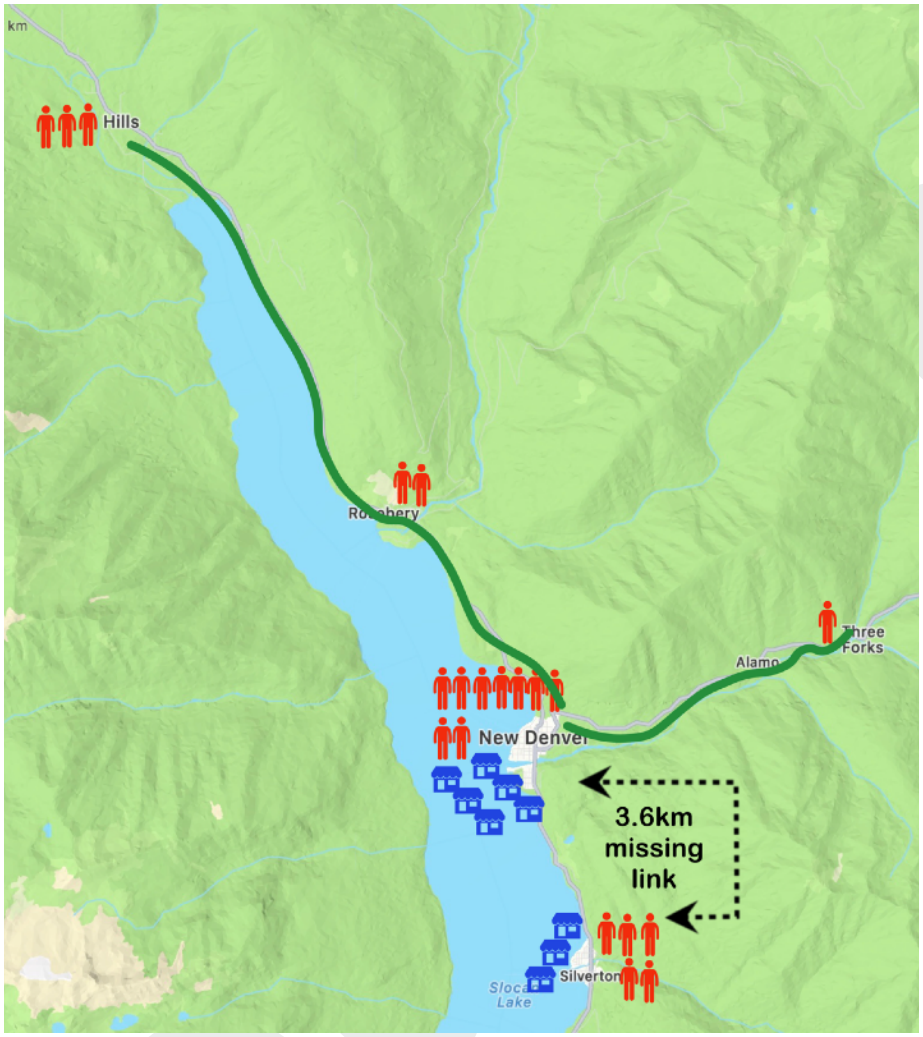
The socially and economically interconnected pockets of population at the north end of Slocan Lake include two small incorporated villages, a number of unincorporated hamlets, and dozens of even more rural properties. Observationally the population tends to be considerably older than the provincial average, and household incomes tend to be lower. Relatively lower housing costs, a culture of rugged independence and proximity to unspoiled wilderness attract a wide range of people, but they share many values and traits including respect for the environment, high levels of personal responsibility and autonomy, creativity, resilience and an interest in innovative grass-roots problem-solving. The economy in the area is a mix of resource-based (eg. forestry) and tourism-related. The area sees an influx of part-time residents during the warmer months, and short-term visits from tourists can easily double or triple the local population on holiday weekends. Visitors to the area value to slower pace of life, the artistic and cultural vibrant of the area, and the easy access to outdoor recreational opportunities on the lake or in the backcountry.

Silverton

The Village of Silverton has a population of 181. Established in the mining rush in 1892 and incorporated in 1930, it lies on the eastern shore of Slocan Lake in the areas adjacent to the mouth of Silverton Creek. It is one of the smallest incorporated municipalities in the province based on both population and area. The permanent population of the village is declining slightly over time, and ageing significantly, with a current median age of 64. Despite its small size, Silverton offers a range of recreational amenities and services that are complementary to those of New Denver, with the Silverton Memorial Hall, the Slocan Lake Gallery, the area's building supply outlet, two cafes, shops including a natural foods / general store, laundry facilities, dental and allied health care offices, two parks, a campground and access to recreational activities on the lake or nearby trails.

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THE i-CAT LINK: ACTIVE TRANSPORTATION BETWEEN SILVERTON & NEW DENVER BC



New Denver

Located 4 km north of Silverton on the shore of Slocan Lake adjacent to Carpenter Creek, the Village of New Denver has a population of 487. Established in 1892 and incorporated in 1929, it originally served as a supply hub for mining operations in the region. The population has increased slightly over the past decade. It too has an ageing population, with a median age of 63 years. New Denver is the location of several of the area's essential services and amenities, including the post office, K-12 public school, health care centre comprised of medical clinic, laboratory and emergency services, grocery store, two community halls, a community gym and the youth centre. A range of retail businesses dot the main street, two parks and access to recreational activities on the lake and nearby trails.

RDCK Area H

The intervening land between the villages of New Denver and Silverton and the surrounding areas to the north, south and east all lie within the Regional District of Columbia Kootenay Area H. The population represented in this north Slocan Lake (NSL) portion of Area H likely approaches that of the villages themselves significantly. Overall,

the residents of the broader RDCK Area H are younger than those residing in the villages, with a median age of 47. The NSL portion of Area H has active residents' associations, campgrounds, some tourist amenities, a range of rural and home-based businesses, and access to both back-country and front-country recreational opportunities.

Municipality	Population	% change (2016 to 2021)	Median age	% under 15	% over 65
Silverton	181	-7.7%	64	5%	35%
New Denver	487	+3.0%	63	7.4%	44.4%
RDCK Area H	500 (est. NSL)	+7.6%	47	13.7%	21.8%
BC Average		+7.6%	44	13.7%	21.3%

The Larger Picture

New Denver and Silverton, while legally existing as two tiny independent villages, are essentially two neighbourhoods comprising the same community, being interdependent for essential services, food and other retail businesses, and social and recreational activities. Residents tend to be older, and lower-income, than is the case for the province on average.

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CURRENT TRANSPORTATION OPTIONS

Driving

The north Slocan Lake area is spanned by BC provincial Highway 6, a two-lane rural highway that runs north-south. This highway has a posted speed limit of 80 km/h between New Denver and Silverton. It sees a significant proportion of industrial and commercial truck traffic and, particularly from May to October, large recreational vehicles and trailers as a result of the influx of tourists. While the lane widths meet the BC Highway Code standards of 3.7 metres, much of the road has poor sight lines, steep grades, minimal to absent shoulders, and is subject to adverse weather conditions particularly during the winter months. The cellular communications network only covers areas in immediate proximity to the incorporated Villages, adding further vulnerabilities. While Highway 6 is a lifeline, it should be noted that there are no secondary roads that bypass it between New Denver and Silverton. Area residents are subject to the possibility of being cut off from the adjacent community as a result of vehicle accidents, wildfires or mudslides.

Highway 31A runs east from New Denver, with access to Sandon and Kaslo and points beyond. This roadway is similar to Highway 6 in terms of its design and vulnerabilities, albeit with a considerably higher elevation, and it also has no secondary roads that bypass it in case of closure.

Within the villages and hamlets, municipal streets tend to be quiet and lacking in sidewalks. Posted speed limits vary between 30 and 50 km/h. There is ample on-street parking available.

Taxi

There are no taxi or app-based ride-hailing services in the Slocan Lake area.

Public Transit

BC Transit [West Kootenays] provides some bus service to the area. In particular, there are three trips a week in each direction along Highway 6. While many residents find these buses useful for planned day-trips to Nelson, they are impractical for errands between New Denver and Silverton since a return trip requires waiting many hours or even days.

Active Transportation

Within the villages the residential streets, while largely lacking sidewalks and having no designated bike paths, are generally quiet and hospitable to active modes of transportation. While not expressly so-designated, they function much of the time as shared spaces where motor vehicles travel slowly and yield to vulnerable road users. However, this behaviour cannot be relied on, particularly in the summer when non-residents are present in large numbers. Silverton has a pedestrian bridge that allows non-motorists to cross Silverton Creek without using the highway. New Denver completed an Active Transportation Planning (ATP) process in 2021 and has plans for some shared pathways and a pedestrian/cycling bridge across Carpenter Creek.

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THE i-CAT LINK: ACTIVE TRANSPORTATION BETWEEN SILVERTON & NEW DENVER BC

Beyond New Denver, the Galena Trail regional park provides a well-maintained multi-use trail that allows active transportation users to travel to Rosebery, Hills and Nakusp to the north, and to Three Forks in the east, with a gravel road connecting to Sandon. South of Silverton, Red Mountain Road is a partly paved residential roadway that, while steep and winding, has minimal traffic and can be used by pedestrians and cyclists wishing to avoid Highway 6 while connecting with residential properties there.

However, between the villages of New Denver and Silverton there is no provision for active transportation other than a sign on the highway warning motorists that cyclists may be present.





While many area residents either work from home, are self-employed contractors, or are not in the workforce, for those that are employed at a secondary location, Statistics Canada corroborates the lack of use of cycling and public transit in our area:

MODE SHARE of transportation options for commuting to a workplace				
Municipality	**Private vehicle**	**Public transit**	**Walking**	**Cycling**
Silverton	100	0	0	0%
New Denver	44	0	55.6	0%
BC Average	77	11.6	8	1.6%

Car dependency is the default

It is clear that all rural areas of BC, and the north Slocan Lake area specifically, tend to be highly car-dependent. Transportation contributes disproportionately to per capita CO_2 emissions in the area, with an estimated 70% of the carbon pollution from RDCK rural areas coming from fossil fuels burned by vehicles. Cars are also dangerous to humans and wildlife, expensive to own, insure and operate, and are significant sources of particulate and gaseous pollution. In addition, being forced to rely on motor vehicle travel for short local errands is a situation that is at odds with healthy lifestyles, community connectedness and inclusion.

COMMUNITY SUPPORT

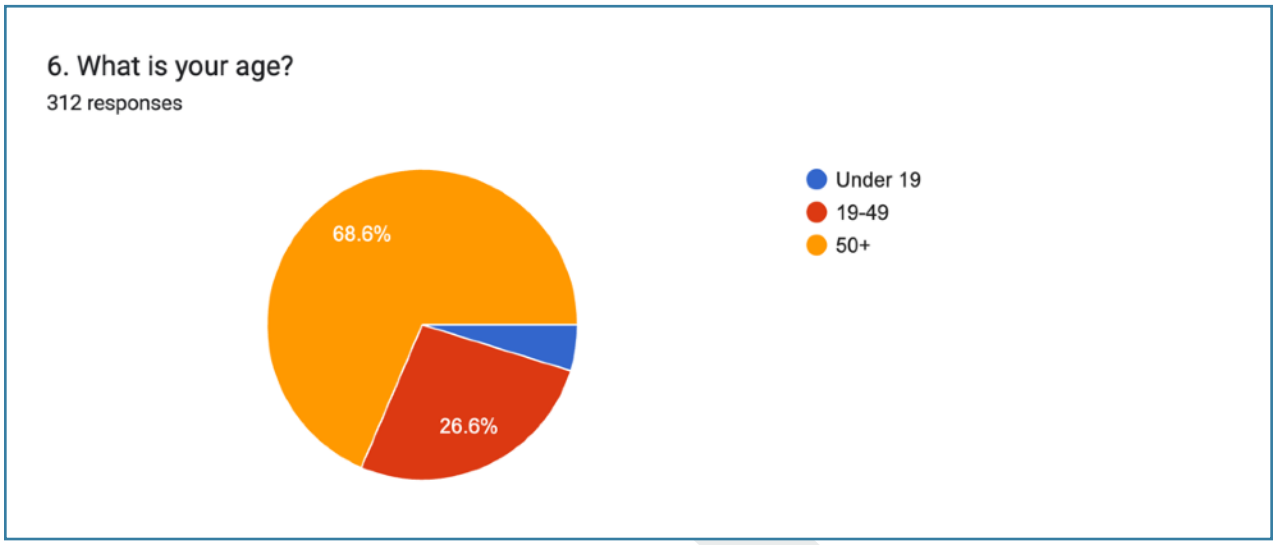
Survey Methodology

In February 2024 residents of the area were invited by the North Slocan Trails Society's i-CAT Committee to take part in an online survey to gauge support for an active transportation pathway between New Denver and Silverton. The survey was publicized by email, on the two main community information Facebook groups, by word of mouth, by posters with a QR code, and by outreach to Lucerne School and the local Youth Centre.

Survey Engagement

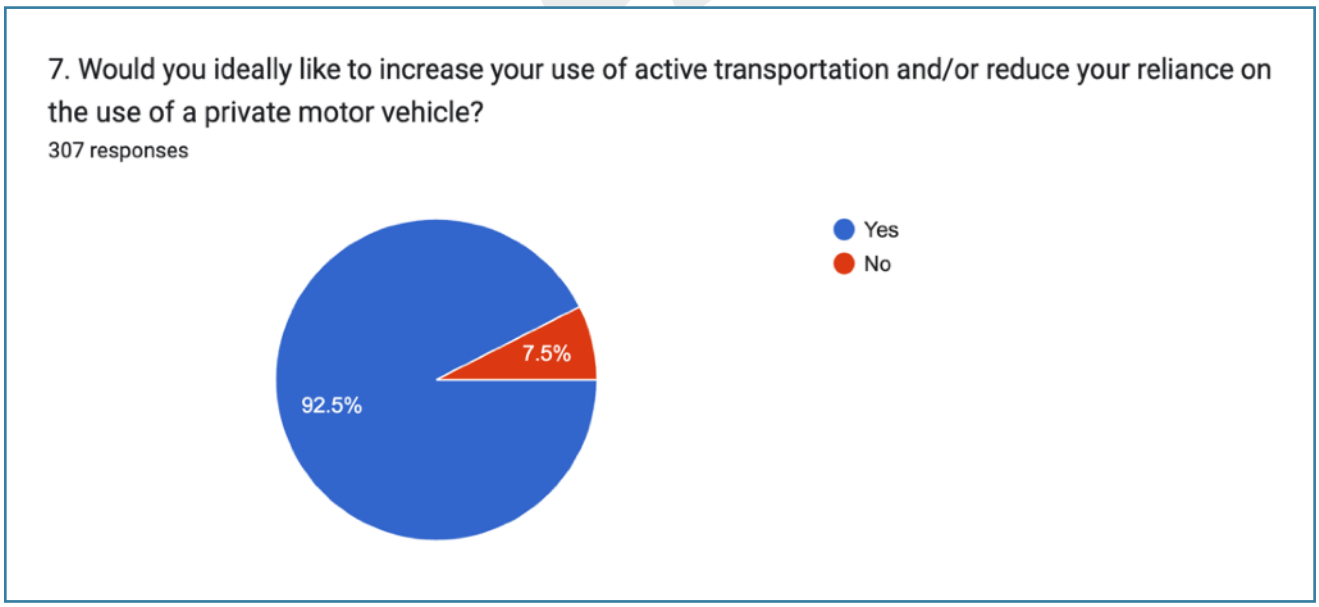
There were 312 responses, of which 235 were from full-time residents of the area, representing approximately 25% of the total population of the area. This was felt to be a substantial representation of the community. The remaining responses were from regular visitors and part-time residents. The age distribution of respondents was consistent with and representative of the overall population:

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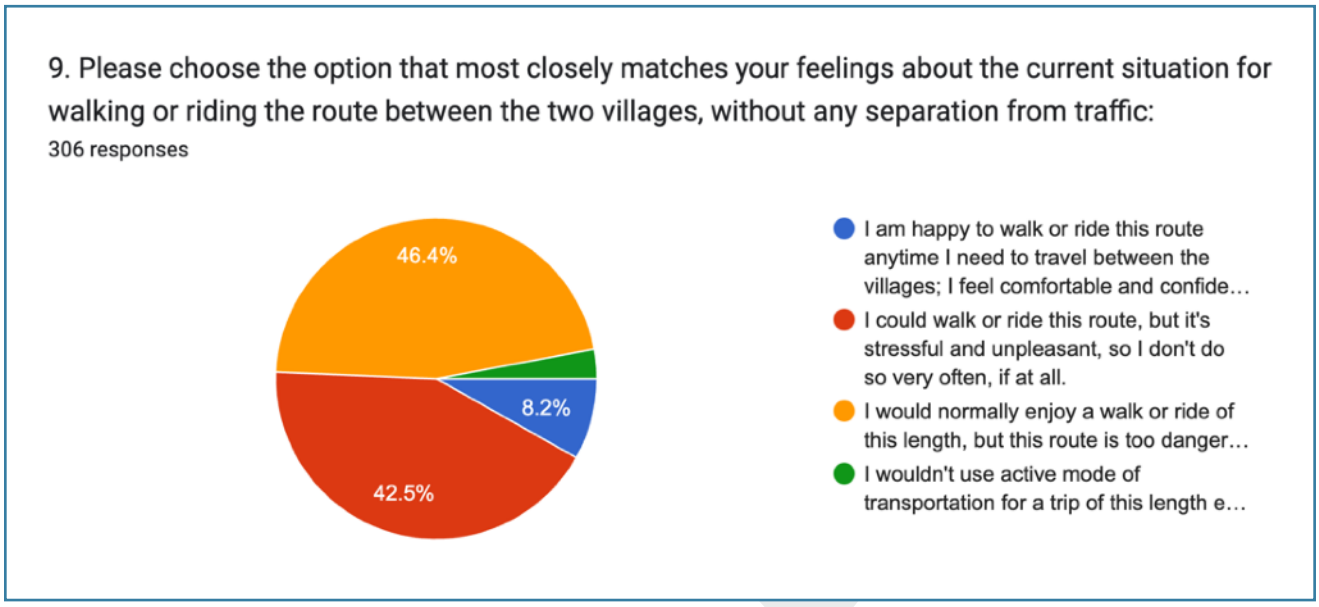
Survey Results

The overwhelming majority of respondents indicated a desire to increase their use of active transportation and reduce their reliance on private motor vehicles:

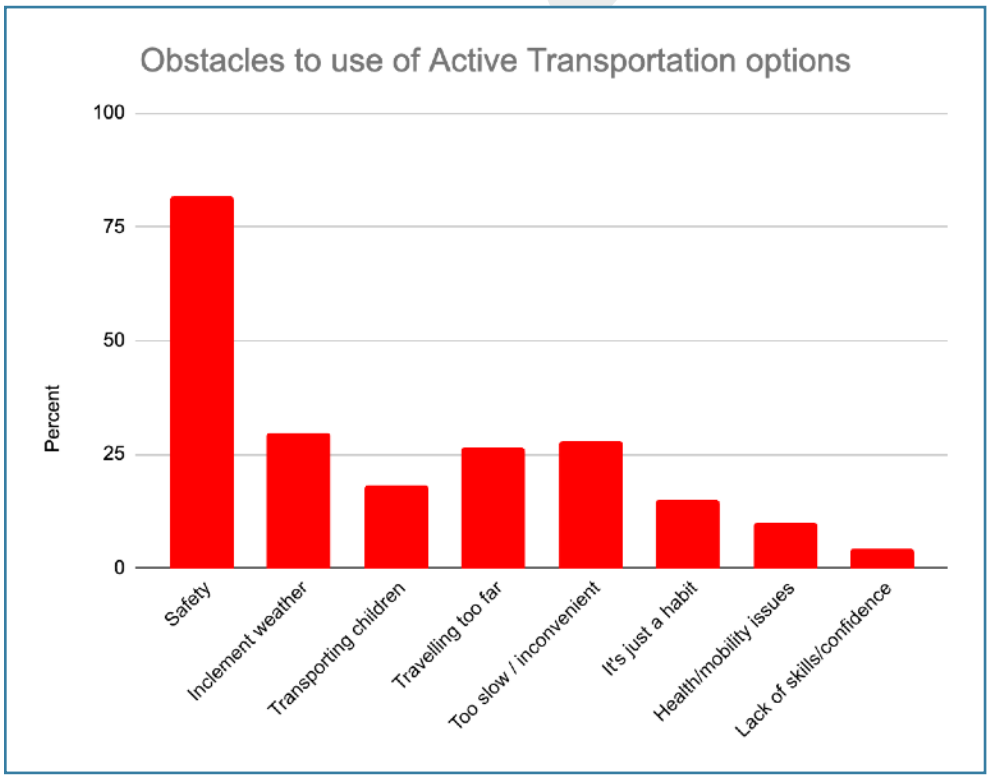


When specifically asked about the New Denver to Silverton segment of the local transportation network as it exists today, only a few people (8.2%) indicated comfort with traversing this segment by walking or on a bike. Almost 90% put themselves in the “reluctant” or “unwilling” categories:

THE i-CAT LINK: ACTIVE TRANSPORTATION BETWEEN SILVERTON & NEW DENVER BC

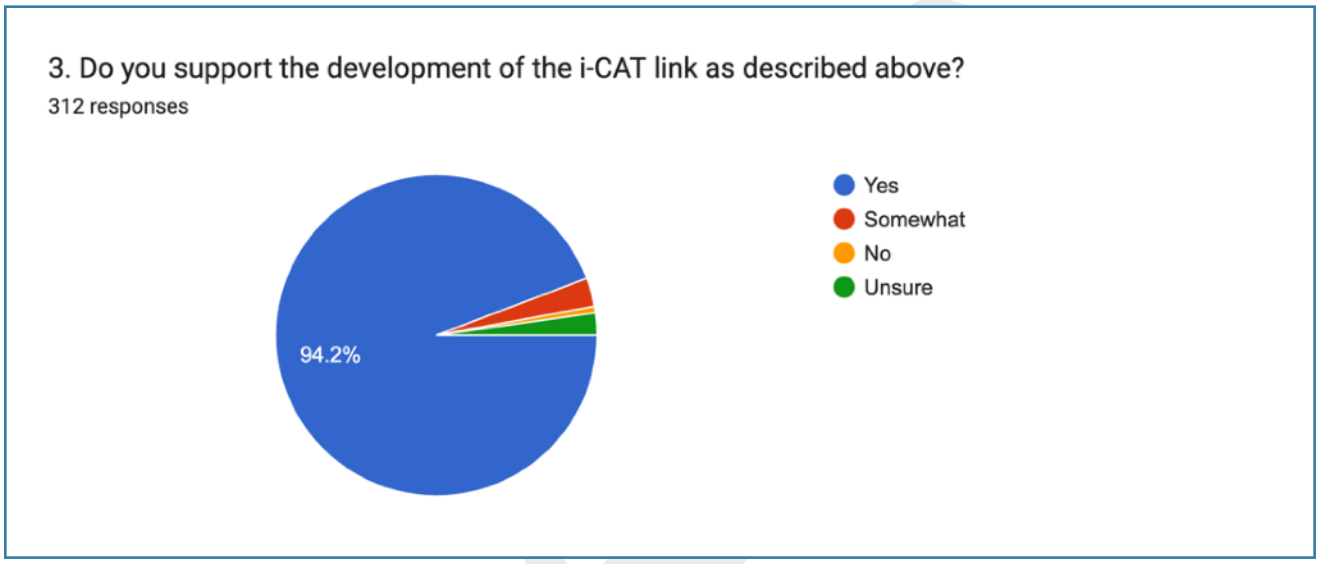


When asked what obstacles prevented them from incorporating more active travel within their lives, most people (82%) mentioned lack of safety on the road as a concern. Other obstacles cited included travelling with children or work-related payload, inclement weather, needing to travel long distances, lack of convenience, and health and mobility challenges.



The survey described the i-CAT Link as a safe all-season corridor between New Denver and Silverton, running adjacent to but physically separated from Highway 6 with physical protection from motorists, enabling people to

travel on foot or by various forms of active transportation (bicycle, e-bike, wheelchair, etc.) between the villages along a direct, relatively flat multi-use pathway designed for all ages and abilities. Respondents were asked if they supported this concept. Fewer than 1 in 100 objected to the idea, and 94.2% expressed unreserved support.



DESIGNING AN ACTIVE TRANSPORTATION SOLUTION

Inclusive

Good active transportation infrastructure needs to meet specific design criteria in order to serve All Ages and Abilities (AAA). This means that a pathway should not require athleticism from its users. Surfaces should be solid and smooth, slopes should be kept gradual, there should be ample width and good sight-lines. Furthermore, the pathway should be physically separated and protected from motor vehicles and other hazards in a way that makes potential users feel safe and has built-in tolerance for errors and inexperience. An ideal AAA pathway will be at least 3.0 metres wide and have 1.5 metres of physical separation (or 0.6 metres at a minimum) from roadway lanes.

Direct

As much as drivers prefer the most direct route to their destination, this is doubly true of people engaged in active forms of transportation. While there is a tendency to think that trails that meander are attractive, this is only true for recreational trails. When people are using their own muscles and cardiovascular systems to go places and get things done, even small deviations from a more obvious direct route feel onerous and time-consuming. One needs only to consider the temptation of crossing a street mid-block rather than detouring a hundred metres to a crosswalk to appreciate the value of direct routing in active transportation.

Year-round

Many people who adopt a new habit in the realm of active transportation find that it transforms their life and their sense of well-being and they do not want to give up these perks when the weather gets wet or cold. As residents of Montreal have recently demonstrated, once walking and cycling infrastructure are up to the task, people will indeed continue to make use of these modalities through all but the worst blizzards. Well-designed active transportation infrastructure can be amenable to year-round use if it is maintained and cleared of snow.

Connected

An active transportation pathway between New Denver and Silverton will be useless if it spits users out on the edge of the highway or in a corner of a municipality that offers them no straightforward way to continue their journey. It will be imperative that the i-CAT Link terminate in the villages in locations that take into account current and future plans for active transportation networks within and beyond the villages.

In addition, the i-CAT Link should provide logical options for multi-modal transportation. For example, users should be able to connect with bus routes or car pick-up points, and options for secure covered bike storage at transfer points should be provided.

CHALLENGES

LOGISTICAL CHALLENGES

Previous studies [link to Spooner report] and local consensus have identified the ideal location for the i-CAT Link to be adjacent to Highway 6, preferably on the west side. While Highway 6 has lane widths that meet current standards, shoulders are narrow to absent. The roadway is situated on a **side slope** over Slocan Lake which lies 10 to 30 metres below. Roadbed has required cut and fill with bench stabilization in many places. Since adding a multi-use pathway and buffer on each side will require a minimum of 4.2 metres of width, there are considerable challenges involved. In a few places there is ample width on the west side of the highway for the i-CAT. In some places there is adequate width only on the east side; the motorway lanes could be realigned to the east, with the reclaimed roadbed on the west then devoted to the i-CAT. In other areas the roadbed itself will be widened through additional cut-and-fill and slope stabilization. Another option is to create a secondary bench-cut on the slope slightly below highway grade. At the south end there is an area where a rock face constrains the width available; here some rock-scaling will likely be required. Finally, there are **two small creeks** that flow under the highway in culverts. Depending on the exact location and elevation of the i-CAT, additional culverts may be required at these locations.

While these challenges may seem onerous at a first glance, it is important to remember a few things. Firstly, roads need to be repaved every 20-30 years anyway. If a realignment plan can be provided, it can be incorporated into routine road maintenance, the costs of doing so are dramatically reduced. Secondly, rock-scaling is often routinely undertaken to simplify road maintenance, to improve sight-lines and/or to procure rock fill for nearby road-building or slope stabilization needs. Efficiencies will be realized if a rock face that is impeding the creation of the i-CAT can

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be prioritized for rock-scaling. Finally, it's important to contextualize infrastructure work like this. Yes, it may seem expensive, but so is the routine road work and rock-scaling that our government undertakes on our behalf every summer without provoking any second thoughts or concerns. It may seem complicated, but we have been pushing railways and roadways through inhospitable terrain in this area since the 1890s. And while it may attract only few avid outdoorsy folk at the outset, a complete active transportation network has a way of transforming the life of a community and dramatically reducing car dependency over time.

JURISDICTIONAL CHALLENGES

There are two general categories of jurisdictional challenges, those that pertain to the need for co-operation amongst and between governmental and non-governmental groups, and those concerned with legal access to the land on which the proposed i-CAT Link would be situated.

A need for co-operation amongst regional stakeholders

Although the i-CAT Link will be less than 4 km long, bringing it to fruition will involve many complexities. Local governments are already experiencing staffing challenges and financial constraints while trying to simply maintain current infrastructure and services, and feel that they do not have the capacity to take a longer view and dedicate time and money to something new. The financial dividends provided by a robust active transportation network are not insignificant, but tend to accrue slowly, over more than an electoral cycle. And many of the benefits accrue in higher levels of government and to disparate agencies — savings on health care, highway maintenance, climate change mitigation and so on — rather than directly filling the coffers of the local councils that are expected to get them off the ground. These jurisdictional challenges mean that considerable grassroots citizen advocacy and activity by co-operating non-profit and other non-governmental organizations will be required to get the project moving forward. Stakeholders must continue to encourage and support efforts by the relevant local governments to offer more than aspirational statements.

Local governments

The i-CAT Link concept enjoys the support of all three local governments.

- Village of Silverton: While the village does not yet have an Active Transportation Plan, their 2010 Official Community Plan section 5.3.2.d states: "In conjunction with the Village of New Denver, Council shall support the long term establishment of a non shoreline pathway from Silverton to New Denver along Slocan Lake."
- Village of New Denver: The 2021 Active Transportation Plan states that New Denver will "encourage the Regional District of Central Kootenay to consider completing a Trail Feasibility Study for a multi-use trail in the Regional District that connects New Denver & Silverton."
- Regional District of Central Kootenay: The RDCK's OCP (2009) states among its objectives:
  - "To develop a safe transportation corridor incorporating cyclists and pedestrians to encourage alternative means of transportation between communities in Slocan Lake North." (p.32)

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- "Supports the enhancement of cycling and pedestrian systems in new and existing developments, and supports the development of a comprehensive network of pedestrian and bicycle routes along existing and future road networks." (p. 38)
- "Supports an integrated, improved, and expanded trail network in new and existing developments, to provide effective and safe trail transportation options for residents and visitors." (p. 38)

The RDCK Rural Mobility Citizens' Advisory Committee, formed in 2024, has identified the i-CAT Link initiative as one of its top seven priorities in the region. However, without RDCK staff dedicated specifically to transportation issues there is little capacity within the administration for pursuing grant application processes or for project administration. As such they have not undertaken any substantive action on moving forward with the planning of a Silverton to New Denver active transportation link.

Transportation stakeholders

- BC Ministry of Transportation and Transit
- BC Hydro
- Yellowhead Road and Bridge (highway maintenance contractor)
- RCMP New Denver detachment
- BC Transit West Kootenays
- West Kootenay Cycling Coalition
- RDCK Rural Mobility Citizens' Advisory Committee

Community Stakeholders

- Slocan Community Health Care Centre / Interior Health Association
- Columbia Basin Trust
- North Slocan Trails Society
- Lucerne Elementary-Secondary School / School District 10
- Slocan Valley Legacy Society
- Hills Recreation Society
- Slocan Valley Chamber of Commerce
- The Healthy Community Society
- Slocan Lake Stewardship Society

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Land title and property rights

There are several parcels of private land adjacent to the Highway 6 corridor where the proposed i-CAT Link will lie. These are shown in the map below and referred to from north to south order as follows:

PID# 016-377-265 is a property extending across the highway just south of the scenic overlook near New Denver. The highway has not been surveyed or gazetted here and thus exists as a Section 42 roadway (see below).

PID #016-220-218 comprises a bisected property with seasonal cottages on the west side of the highway and an agricultural parcel on the high side. A private access descends steeply from the west side. The highway right-of-way has been surveyed, and there is an additional easement on the title for the northwest edge of the highway-property interface. The property owners have informally indicated a willingness to consider granting access for a pathway adjacent to the highway through their property if needed.

PID# 028-885-571, 028-885-589 and 016-377-257 are a trio of family residential and agricultural properties, all accessed from Harris Road, which leaves the highway as a surveyed public roadway. If the roadbed needs to be expanded eastward, it is possible that Harris Road may require slope stabilization.

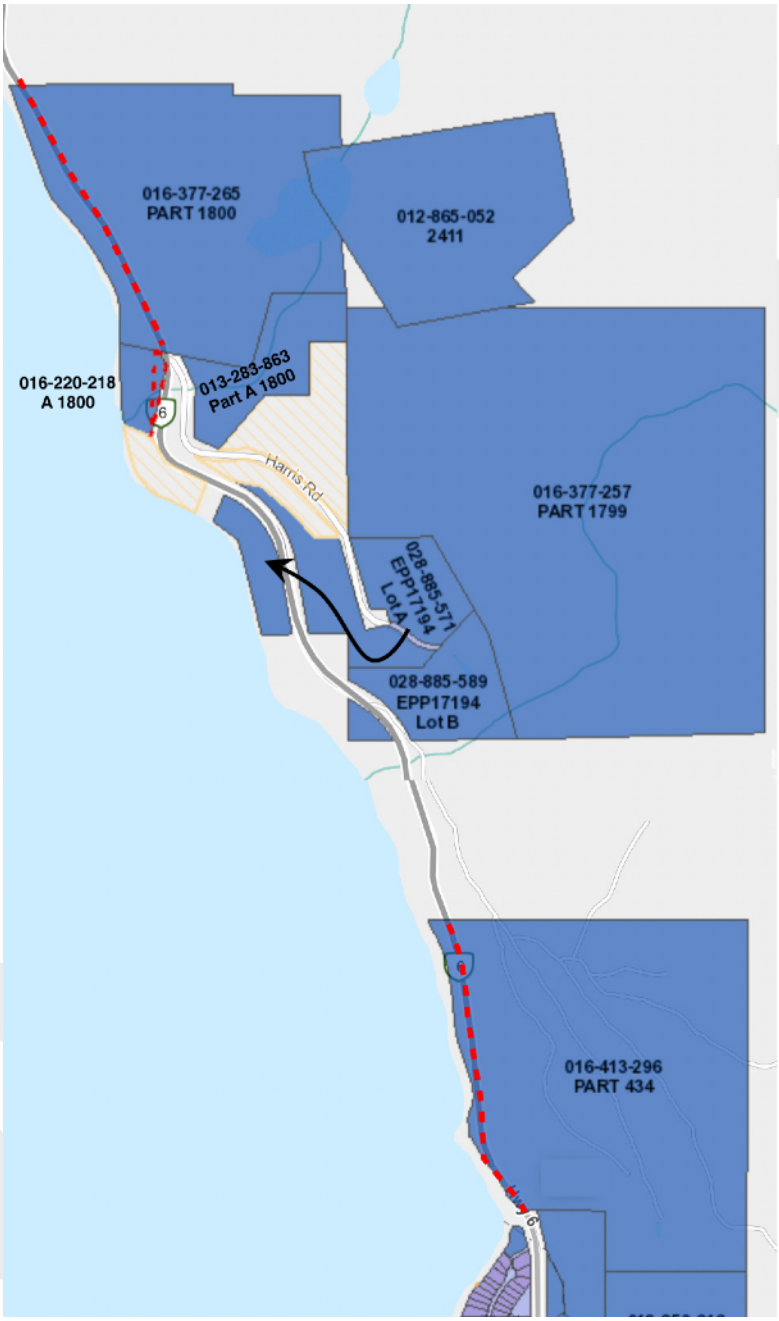
PID# 012-991-571 comprises a seasonal property accessed off Harris Road and bisected by a surveyed highway right-of-way. The west side of the highway appears to abut closely to the property line at the northern part of the parcel, meaning that road laneway realignment may be required to make room for a pathway on the east side.

PID# 016-413-296. The private roadway serving this property leaves Highway 6 via a wide pull-out, and ascends through crown land to serve multiple private residences on Parcel D. The property extends across the highway, and the highway has not been surveyed or gazetted here and thus exists as a Section 42 roadway (see below).

UNSURVEYED HIGHWAY RIGHT-OF-WAYS

In traversing the two northernmost and the southernmost properties shown on the map, Highway 6 is a designated Section 42 road, indicated with the dotted red lines. Section 42 of the Transportation Act is a provision stating that corridors through private land that have been maintained as public highways with public money are considered to be public land. It is important to recognize that the public land provision only covers the travelled portion of the road and its associated utilities (power poles, typically), and it is not likely possible to simply partition off part of the land that is currently considered within the highway corridor in order to construct a trail. Assuming the trail corridor cannot be grandfathered under Section 42, the consequence would be that the landowners will need to be convinced to enter into some sort of legal agreement to allow the construction of the i-CAT. This could take the form of a right-of-way easement, or a land gift to the Crown or donation to a land trust, the latter option potentially conferring tax advantages. Upon obtaining an agreement in principle, it will then be necessary that the trail corridor be surveyed within these parcels in order to proceed with legally securing the right-of-way.

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016-377-265
PART 1800
012-865-052
2411
016-220-218
A 1800
013-283-863
Part A 1800
6
Harris Rd
016-377-257
PART 1799
028-885-571
EPP17194
Lot A
028-885-589
EPP17194
Lot B
016-413-296
PART 434
6

DESIGN CHOICES

Separated bicycle and pedestrian lanes or a shared pathway

Some active transportation infrastructure uses paint or other delineation to separate cyclists from pedestrians, while others have a multi-use pathway that is shared by all users. Due to width constraints and the low traffic expected with a small rural population, the i-CAT Committee considers a shared pathway to be the best choice.

One-way or bidirectional

Typically multi-use pathways are bidirectional, meaning a single pathway on one side of the road allows cyclists and pedestrians to travel in either direction. In some contexts a single bidirectional pathway can carry with it some safety risks due to interactions with contraflow traffic making turns at intersections, pulling into driveways or accessing on-street parking. However, because the i-CAT Link has few potential conflict points over its course these risks are minimal, and a single bidirectional pathway is considered sufficient and safe.

Mountain side or lake side

The lake (west) side is strongly preferred for the i-CAT. This is not only because it offers more scenic views over the lake, but because sight lines are considerably better on curves.

Shoulder or physically separated

Sometimes dedicated bicycle lanes are contained within the shoulder of a roadway. This can be a viable choice when traffic speeds and volumes are relatively low and when a sidewalk already exists for pedestrians. In such cases the bicycle zone may be delineated by lines of paint or flexible or low-profile markers. However the BC Active Transportation Design Guide does not consider this arrangement appropriate for bidirectional multi-use pathways. Instead full physical separation is needed for a multi-use AAA pathway and this is the goal with the i-CAT Link. This physical separation could take the form of a vegetation buffer zone with or without vertical posts, grade separation (raising the pathway a few inches above the road level via a small curb), or through the use of concrete barriers.

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The BC Cycling Policy and Active Transportation Design Standards

The Province of BC has a Cycling Policy that sets expectations for the Ministry of Transportation and Transit (MoTT). Among other things, it states:

- *Provisions for people cycling are made on all new and upgraded provincial highways. All exceptions to this policy will be subject to an evaluation procedure.*
- *The Province will involve cycling interests and local government officials responsible for cycling in all highway planning consultations.*
- *The cost of meeting the Cycling Policy will be managed within normal business practices and annual budgets*

One of the aims of the i-CAT Committee is to have a preliminary plan ready, in order that any time realignment or repaving of Highway 6 is being considered, the interests and desires of the community can be readily articulated and incorporated.

TABLE F-26 // FACILITY TYPES THAT MAY BE CONSIDERED BASED ON LAND USE*

LOCATION	FACILITY TYPE (IF FEASIBLE)	PRIMARY MODES OF ACTIVE TRANSPORTATION	MOTI INFRASTRUCTURE BY LAND USE		COMFORTABLE FOR PEOPLE OF ALL AGES AND ABILITIES
			Through Urban Environments	Between Communities / Rural Environments	
Physically Separated from Roadway	Separated Pedestrian and Bicycle Pathways	Cycling and Walking	✓	✓	✓
	Multi-Use Pathways	Cycling and Walking	✓	✓	✓
	Sidewalks	Walking	✓	X	✓
Within Roadway	Protected Bicycle Lanes	Cycling	✓	X	✓
	Painted and Buffered Bicycle Lanes	Cycling	✓	✓	X
	Bicycle and Pedestrian Accessible Shoulders	Cycling and Walking	X	X	X

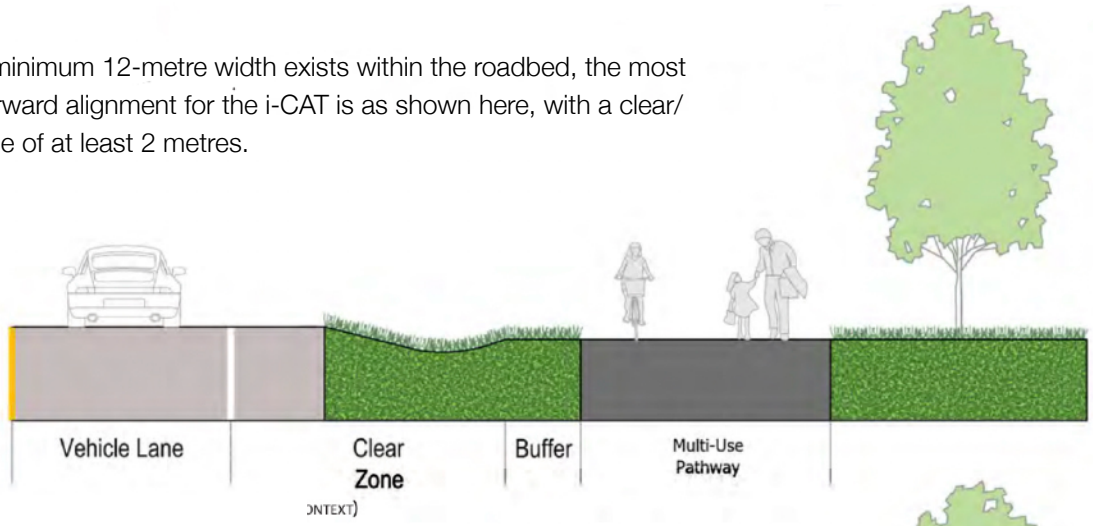
*It is important to note that local context and engineering Judgement play a critical role in determining if a bicycle facility is appropriate on roadways within provincial rights-of-way.

From the BC Active Transportation Design Guide

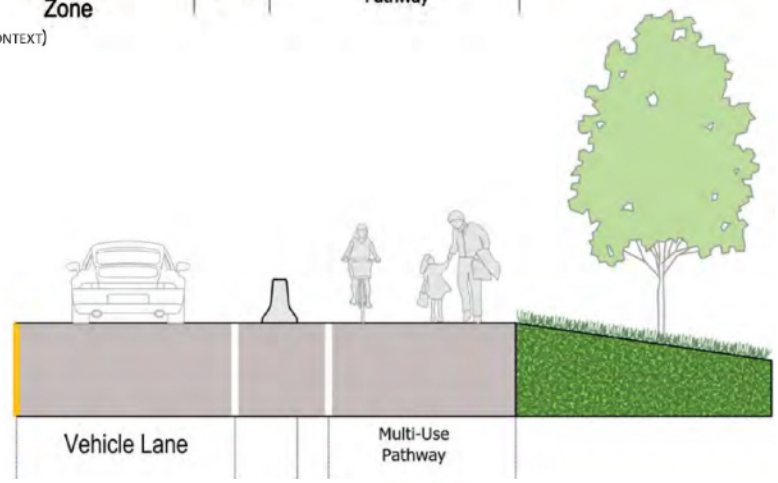
The footnote to Table F-26 above makes the point that given local context and engineering considerations, a bicycle path may not be considered appropriate in all situations. However, the i-CAT Committee believes that the lack of alternative routes and the overwhelming need for an option other than private motor vehicle travel necessitates the creation of a pathway in this instance despite the challenges.

ALIGNMENT OPTIONS

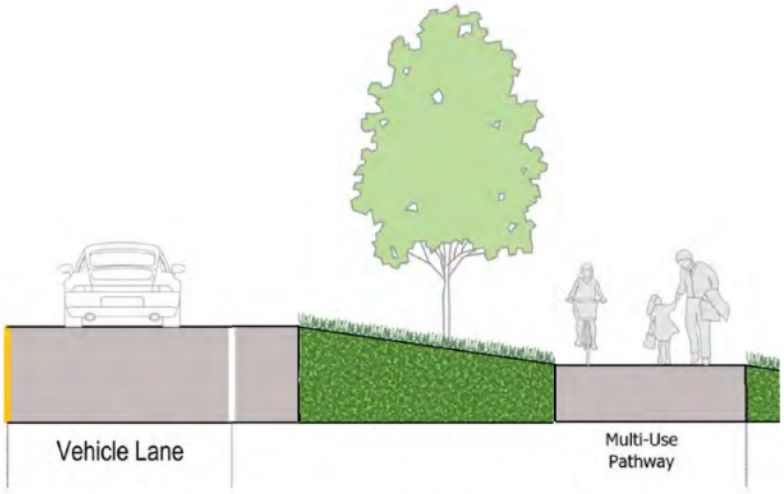
Where a minimum 12-metre width exists within the roadbed, the most straightforward alignment for the i-CAT is as shown here, with a clear/ buffer zone of at least 2 metres.

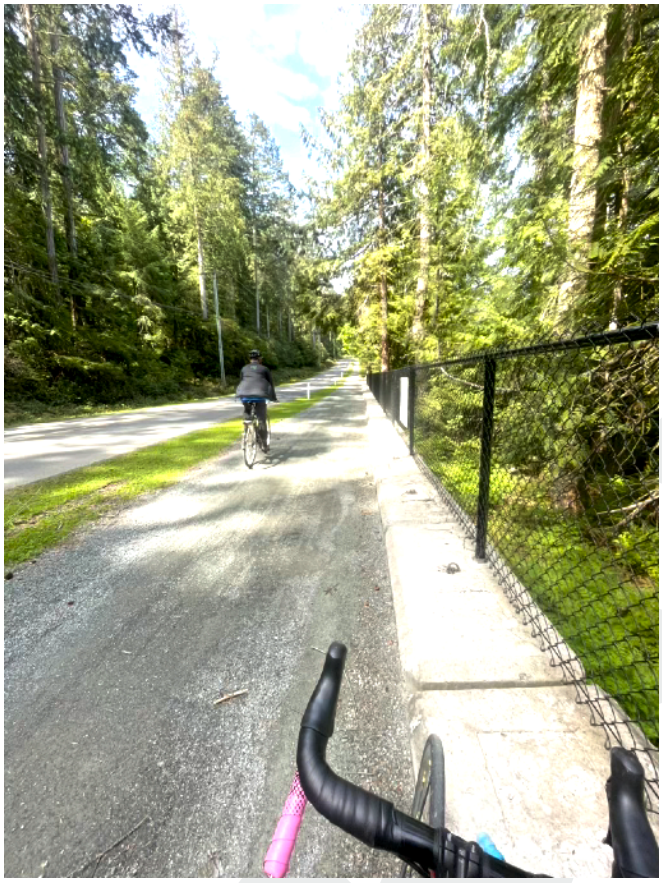


Where only 9-10 metres of roadbed exists, the "constrained alignment" shown may be possible. While the illustration shows concrete "Jersey barriers" for constrained physical separation, other Ministry-approved options exist such as older style W-beam-and-post, or tensioned cable fencing.



Where the width is less than this, the existing roadbed will either need to be widened, or the pathway offset slightly below highway grade with consideration of the way interactions between the surfaces will affect drainage and slope stabilization.





Mayne Island Multi-use Pathway, opened in October 2024, provides a 2.3 km connection between the ferry terminal and Miner's Bay. Slope stabilization and safety fencing such as that shown here can be used when constructed on a steep side slope with width constraints.



The Galloping Goose Trail in the Capital Regional District is a 55-km long trail that functions as a tourism destination as well as a recreational pathway. Because it connects communities and suburbs and connects to downtown Victoria, it also sees heavy use by commuters and people who simply prefer to get around by bike for shorter trips.

NEXT STEPS

Review similar project planning documents

The recently completed South Kootenay Green Link Active Transportation Plan and the Walk Wheel New Denver Active Transportation Plan will be reviewed. Additional research can include an examination of completed projects that are similar in scope and challenges (eg. Mayne Island Village Bay to Miner's Bay). The BC Active Transportation Design Guide and the pertinent BC supplement to the Transportation Association Canada's road engineering documentation are additional resources that may guide the direction of the project.

Informal road survey

New Denver based members of the i-CAT Committee will informally survey the roadway, shoulder and roadbed width over its length, documenting adjacent natural and built features, sight-lines and other considerations. This will help focus and inform future discussions with government officials and consultants, as well as providing more information with which to continue local community engagement.

Reach out informally to private property stakeholders

This process has already begun with word-of-mouth chats and land title searches.

Meet with MoTT West Kootenay Division

Members of the i-CAT Committee and the RDCK Rural Mobility Working Group will request to meet with MoTT.

Engage with Active Transportation Planning Consultants

Initial discussions will be held with two or more active transportation planners in order to gauge their interest, expertise and what they would be prepared to offer within the context of a preliminary scoping plan.

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