



Tender Documents

District of Kent

June 2026

**2026 Rural Road Paving Projects –
Tuytens Road, Cemetery Road, Walker
Road
Contract: ITT 2026-09**



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Owner: District of Kent
(NAME OF OWNER)

Contract: 2026 Rural Road Paving Projects – Tuytens Road, Cemetery Road, Walker Road
(TITLE OF CONTRACT)

Reference No. 2026-09
(OWNER'S CONTRACT REFERENCE NO.)

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INVITATION TO TENDERERS

Owner: District of Kent
(NAME OF OWNER)

Contract: 2026 Rural Road Paving Projects – Tuyttens Road, Cemetery Road, Walker Road
(TITLE OF CONTRACT)

Reference No. 2026-09
(OWNER'S CONTRACT REFERENCE NO.)

The Owner invites tenders for: The performance of roadway reclamation and paving on Cemetery Road, Tuyttens Road and portion of Highway #9, full depth milling, reclamation and paving on Walker Road and optional full depth excavation, replacement within the District of Kent. The work includes approximately 200 cubic metres of common excavation, 11900 square metres of asphalt reclamation, 950 square metres of full depth milling, 3300 tonnes of gravel, 2700 tonnes of machine laid asphaltic concrete, asphalt fibre reinforcement, driveways, grading, concrete barriers, signage, traffic control, environmental protection and thermoplastic line painting all within the District of Kent.

The District also has included as optional works (subject to budget confirmation) Sutherland Road reconstruction including the performance of 2200 square metres of full depth milling, 3000 cubic metres of excavation, 3300 tonnes of subbase, 2600 tonnes of base gravel, 730 tonnes of machine laid asphaltic concrete, tack coat, geosynthetics, traffic control, environmental protection and thermoplastic pavement markings and within the District of Kent.

(BRIEF DESCRIPTION OF THE WORK)

Contract Documents are available during normal business hours at:

ISL Engineering and Land Services Ltd.
201-3999 Henning Drive
Burnaby, BC V5C 6P9
(LIST ADDRESSES FOR DOCUMENT PICKUP)

The Contract Documents are available for viewing at:

District of Kent
7170 Cheam Avenue
Agassiz, BC V0M 1A0
(ADDRESS WHERE CONTRACT DOCUMENTS CAN BE VIEWED)

Tenders are scheduled to close:

Tender Closing Time: 3:00pm local time

Tender Closing Date: Wednesday June 24th, 2026

Address: District of Kent
7170 Cheam Avenue
Agassiz, BC V0M 1A0
(ADDRESS WHERE TENDERS MUST BE SUBMITTED)

Name of Owner's representative:

Glen Livingstone
glivingstone@islengineering.com
604.629.2696
(PHONE)

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(FOR USE WHEN UNIT PRICES FORM THE BASIS OF PAYMENT TO BE USED ONLY WITH THE GENERAL CONDITIONS AND OTHER STANDARD DOCUMENTS
OF THE UNIT PRICE MASTER MUNICIPAL CONSTRUCTION DOCUMENTS.)

(TO BE READ WITH “INSTRUCTIONS TO TENDERERS - PART II”
CONTAINED IN THE EDITION OF THE PUBLICATION
“MASTER MUNICIPAL CONSTRUCTION DOCUMENTS” SPECIFIED IN ARTICLE 2.2 BELOW)

Owner: District of Kent
(NAME OF OWNER)

Contract: 2026 Rural Road Paving Projects – Tuytens Road, Cemetery Road, Walker Road
(TITLE OF CONTRACT)

Reference No. 2026-09
(OWNER'S CONTRACT REFERENCE NO.)

- 1.0 Introduction** 1.1 The performance of roadway reclamation and paving on Cemetery Road, Tuytens Road and portion of Highway #9, full depth milling, reclamation and paving on Walker Road and optional full depth excavation, replacement within the District of Kent. The work includes approximately 200 cubic metres of common excavation, 11900 square metres of asphalt reclamation, 950 square metres of full depth milling, 3300 tonnes of gravel, 2700 tonnes of machine laid asphaltic concrete, asphalt fibre reinforcement, driveways, grading, concrete barriers, signage, traffic control, environmental protection and thermoplastic line painting all within the District of Kent.

The District also has included as optional works (subject to budget confirmation) Sutherland Road reconstruction including the performance of 2200 square metres of full depth milling, 3000 cubic metres of excavation, 3300 tonnes of subbase, 2600 tonnes of base gravel, 730 tonnes of machine laid asphaltic concrete, tack coat, geosynthetics, traffic control, environmental protection and thermoplastic pavement markings and within the District of Kent.
(BRIEF DESCRIPTION OF THE WORK)

- 1.2 Direct all inquiries regarding the *Contract*, to:
Glen Livingstone, Contract Administrator.
(NAME AND POSITION OF INDIVIDUAL WHO WILL ANSWER INQUIRIES)

Address: ISL Engineering and Land Services Ltd.
201-3999 Henning Drive
Burnaby, BC V5C 6P9

Phone: 604.629.2696

Fax: 604.629.2698

Email: glivingstone@islengineering.com

No addenda to be issued with respect to inquiries received less than 36 hours before tender closing date and time.

- 2.0 Tender Documents** 2.1 The tender documents which a tenderer should review to prepare a tender consist of all of the *Contract Documents* listed in Schedule 1 entitled “Schedule of Contract Documents”. Schedule 1 is attached to the Agreement which is included as part of the tender package. The *Contract Documents* include the drawings listed in Schedule 2 to the Agreement, entitled “List of *Contract*

Drawings".

2.2 A portion of the *Contract Documents* are included by reference. Copies of these documents have not been included with the tender package. These documents are the Instructions to Tenderers - Part II, General Conditions, Specifications and Standard Detail Drawings. They are those contained in the publication entitled "Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings". Refer to Schedule 1 to the Agreement or, if not specified in Schedule 1, then the applicable edition shall be the most recent edition as of the date of the *Tender Closing Date*. All sections of this publication are by reference included in the *Contract Documents*.

2.3 Any additional information made available to tenderers prior to the *Tender Closing Time* by the *Owner* or representative of the *Owner*, such as geotechnical reports or as-built plans, which is not expressly included in Schedule 1 or Schedule 2 to the Agreement, is not included in the *Contract Documents*. Such additional information is made available only for the assistance of tenderers who must make their own judgment about its reliability, accuracy, completeness and relevance to the *Contract*, and neither the *Owner* nor any representative of the *Owner* gives any guarantee or representation that the additional information is reliable, accurate, complete or relevant.

3.0 Submission of Tenders

3.1 Tenders must be submitted to the District of Kent electronically via email to info@kentbc.ca until further notice. The contract administrator (glivingstone@islengeering.com) should be CC'ed on all submissions as well. Subject line shall include the above Contract Title and Reference No. Bid security must be in the form of a digital bond (e-bond) only; photocopied or scanned copies of the bid bond will not be accepted.

The District will confirm receipt of emails (not the contents). ***Please note that email submissions could be delayed or rejected by the District of Kent's email security system. The onus is on the tenderers to make sure the District receives the email submissions. Maximum email submission size is 25MB. If your email submission is larger than 25 MB, please submit in multiple emails.*** Respondents bear all risk that the District's equipment functions properly so that the District receives the submission on time. If sending large or unusual email attachments, respondents should phone to confirm receipt with :

Jonathan Mothus
Director of Public Works
(TITLE OF POSITION)
Phone: 604.796.2235

Tender must be received on or before:

Tender Closing Time: 3:00pm local time
Tender Closing Date: Friday June 24th, 2026

3.2 Late tenders will not be accepted or considered

3.3 Depending on the available funds to complete the work program, the scope of the work may be decreased due to budget constraints. The *Owner* reserves

the right to reduce or remove projects based on available funds.

4.0 Supplemental Instructions to Tenderers

4.1 Completing the Form of Tender

The submitted Form of Tender must be legible, written in ink, or by typewriter and ALL ITEMS MUST BE BID, unless the Form of Tender specifically permits otherwise, with the price for every item and other extras clearly shown. Each page must be initialed by the Tenderer.

The Tenderer shall be deemed to have satisfied himself as to the sufficiency of his tender for the work and of the unit and lump sum prices stated in the Form of Tender. These unit prices shall cover all his costs including overhead, profit and tax, except for the Goods and Services Tax as explained in the following paragraphs of this section, for carrying out the works and his obligations under this Contract.

This document contains one extra separate set of the Form of Tender. The Contractor shall complete and submit the separate set of the Form of Tender, in accordance with the Instructions to Tenderers and keep the remaining documents for record purposes.

The "Amount" column shall be totaled in groups of items as shown and each total for a group of items shall be carried to the Summary Sheet for insertion in the appropriate place. The totals for all groups of items shall be added to give the Total Tender Price, Goods and Services Tax of 5% shall be calculated separately then added to arrive at the Total Tender Price including GST.

4.2 Right to Accept or Reject Tenders

The District reserves the right to reject any or all tenders or to accept any tender should it be deemed in the interest of the District to do so. The lowest tender will not necessarily be accepted.

For each item listed in the Form of Tender, there shall be a reasonable unit price. Under no conditions will an unbalanced tender be considered. The Contract Administrator will be the sole judge of such matters. Any tender considered to be unbalanced shall be rejected by the District.

Without limiting the generality of the foregoing, any tender may be disqualified or rejected which is incomplete, obscure or irregular, which had erasures or corrections in the Form of Tender, in which prices are omitted or which has an insufficient or irregular Surety.

For the purposes of tender evaluation and determination of the lowest responsive Tenderer, only the Tender Price for the Base Works comprising Tuyttens Road, Cemetery Road and Walker Road shall be considered. Pricing submitted for the Optional Works associated with Sutherland Road shall be provided by the Tenderer but shall not be included in the evaluation, ranking or comparison of tenders.

The District reserves the right, at its sole discretion and subject to available funding, to award the Contract for the Base Works only, or to include all, part,

or none of the Optional Works in the Contract. No claim for loss of profit, overhead, or damages shall arise from the District's decision to exclude or reduce the Optional Works

4.3 Award

The Owner will, following receipt of an acceptable tender, issue in writing a Notice of Award to the successful Tenderer. This notice will be given as soon as possible following the closing of tenders and, unless otherwise agreed to by the Tender, not later than sixty (60) days following the closing of tenders.

The following amendments reference Instructions to Tenderers - Part II:

5.2.2S	Tender Requirements Cash, Bank Draft, Letter of Credit	Delete entire paragraph
12.1S	Amendment of Tenders	Change “by giving written notice delivered by hand, mail or fax” to “by giving notice delivered by email or fax” and add “An amendment by email or fax will be accepted.”
15.5S	Award	Insert the following clause: “The lowest or any tender will not necessarily be accepted. Without limiting the generality of the foregoing, any tender which is incomplete, obscure or irregular may be rejected, any tender having erasures or corrections in the Form of Tender: Appendix 1, Schedule of Quantities & Prices may be rejected, any tender in which unit prices are omitted or in which unit prices are obviously unbalanced may be rejected, any tender accompanied by an insufficient bond may be rejected, any tender that has any deletions, alterations, or changes in the <i>Contract Documents</i> as listed in Schedule 1 and 2 of the Agreement may be rejected.”
15.6S		Insert the following clause: In exercising its discretion, the <i>Owner</i> will have regard to the information provided by the tenderer in the Appendices to the Form of Tender as described under IT 5.3, and may also

have regard to any information obtained by the *Owner* in evaluation of such tender information, any information obtained by the *Owner* from any other person, firm or corporation relating to their previous experience with the tenderer, as well as the *Owner's* previous relevant experience, if any, with the tenderer. In exercising this discretion the *Owner* may consider, but is not limited to, the following criteria in addition to the *Tender Price*.

- a) the proven experience of the tenderer, and any listed subcontractors to do the *Work*;
- b) the tenderer's ability to complete the *Work* within the *Preliminary Construction Schedule* including timeliness in completing deficiency works;
- c) the tenderer's ability to work effectively with the *Owner*, its consultants and representatives, and the public;
- d) the tenderer's ability to manage and do the work effectively using the named superintendent and submitted contractors and subcontractors;
- e) the tenderer's history on other projects including with respect to quality of work, changes in the work, force account work, cooperation with the *Owner*, and the contract administration costs of the *Owner*;
- f) the nature of any legal proceedings undertaken by the tenderer, or any officer or director of the tenderer directly (or indirectly through

another corporation) against the *Owner* within the last five years of the Invitation to Tender.

In no event shall the *Owner* be liable for the tenderer's costs of preparing a tender.

The award of this Contract is subject to the availability of sufficient funds to complete the work.

Basis of Contract Award & Acceptance

In reviewing tenders and awarding the *Contract* for this project the *Owner* may consider not only the tendered prices but the overall value that the tender represents to the *Owner* based on quality, service and price, and the tenderer's experience and qualifications considered essential by the *Owner* for the satisfactory completion of this type and size of project, including:

- a) Bonding capability.
- b) Financial capability.
- c) Previous completed projects of this type and/or size.
- d) Major projects now being undertaken by the tenderer.
- e) Key office and site personnel to be assigned by the tenderer to this project.
- f) Time for completion of the *Work*.
- g) The past experience of the *Owner* and/or other project owners with respect to the tenderer's performance in completing projects in a timely, efficient and satisfactory manner, the tenderer's methods of doing business and the tenderer's ability to establish and maintain a good working relationship with a project owner.

The *Owner* reserves the right to award the *Contract* based on the above pre-requisites and to reject without further consideration, any tender which in its opinion, does not meet the criteria it considers essential for this project.

The tenderer, by submitting a tender, agrees that it will not make a claim against the *Owner*, for whatever reason, relating to the tender, the tender documents, or the competitive tender process. The tenderer, by submitting a tender, waives any claim or recovery for loss of profits or any prospective damages whatsoever if no *Contract* is entered into with the tenderer.

4.4 Contract Time

The Tenderer may alter the contract time noted in the Form of Tender; however, he shall be responsible for inspection costs incurred for each working day beyond the noted time subject to the Provisions of the General Conditions. The applicable cost will be \$1,500.00 per working day, excluding overtime work which will be subject to the provisions of Clause 4.6 - 'Overtime Work' of the Instructions to Tenderers.

4.5 Hours of Work

The hours of work must not extend beyond 0600 h and 2200 h, inclusive, daily. The Contractor shall schedule his work within these hours and will not be permitted to commence work earlier than 0600 h and/or work later than 2200 h, except as authorized by the Contract Administrator.

No Sunday or statutory holiday work will be permitted except in case of emergency and then only with written permission of the Contract Administrator and to such extent as he deems necessary.

The District reserves the right not to allow any work to be undertaken on Sunday or Statutory Holidays.

4.6 Overtime Work

The Contractor should not schedule construction work requiring inspection in excess of the standard 40-hour working week.

With approval of the Contract Administrator, extended working hours on working days will be permitted for operations which must be completed on that date.

The Contractor will be charged for the costs of inspection required during

overtime hours, during weekends and during statutory holidays. Overtime hours will be determined in accordance with the Employment Standards as set by the Province of B.C.

4.7 Budget Constraints

Depending on the available funds to complete the capital works program, the scope of work may be decreased due to budget constraints. The Owner reserves the right to reduce, remove, or not proceed with any Optional Works identified in the Contract Documents, or to reduce or remove projects based on available funds, with no penalty to the District for loss of profit, overhead, or damages.

4.8 Note that the MMCD (this Contract is based on the **2019 Edition**) must be purchased separately from:

MMCD
102, 211 Columbia Street
Vancouver, BC V6A 2R5

Phone: 604-681-0295
Fax: 604-681-4545
Email: admin@mmcd.net

4.9 Contractor is to familiarize himself/herself with IT Part II – Section 10.0

Add IT Part II – Section 10.3

“It shall be the responsibility of the Tenderer to include in his tender sufficient amounts to cover the cost of the work and materials not listed in the Schedule of Quantities and Unit Prices and specifications by either direction mention or implication. All such amounts shall be included in the items to which they pertain most closely in the Schedule of Quantities and Unit Prices.

4.10 The Contractor shall submit a Traffic Management Plan (TMP) for each site for approval by the District and shall meet all the requirements of section 01 55 00 Traffic, Vehicle Access and Parking.

1.1.1 FOR USE WHEN UNIT PRICES FORM THE BASIS OF PAYMENT - TO BE USED ONLY WITH THE
GENERAL CONDITIONS
AND OTHER STANDARD DOCUMENTS OF THE UNIT PRICE MASTER MUNICIPAL CONSTRUCTION DOCUMENTS.

Owner: District of Kent
(NAME OF OWNER)

Contract: 2026 Rural Road Paving Projects – Tuytens Road, Cemetery Road, Walker Road
(TITLE OF CONTRACT)

Reference No. 2026-09
(OWNER'S CONTRACT REFERENCE NO.)

To Owner:

WE, THE
UNDERSIGNED:

1.1 have received and carefully reviewed all of the *Contract Documents*, including the Instructions to Tenderers, the specified edition of the "Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings" and the following Addenda:

(ADDENDA, IF ANY)

1.2 have full knowledge of the *Place of the Work*, and the *Work* required; and

1.3 have complied with the Instructions to Tenderers; and

ACCORDINGLY WE
HEREBY OFFER:

2.1 to perform and complete all of the *Work* and to provide all the labour, equipment and material all as set out in the *Contract Documents*, in strict compliance with the *Contract Documents*; and

2.2 to achieve Substantial Performance of the *Work* on or before
45 Days from Notice to Proceed; and
(WORK DURATION OR DATE)

2.3 to do the *Work* for the price, which is the sum of the products of the actual quantities incorporated into the *Work* and the appropriate unit prices set out in Appendix 1, the "*Schedule of Quantities and Prices*", plus any lump sums or specific prices and adjustment amounts as provided by the *Contract Documents*. For the purposes of tender comparison, our offer is to complete the *Work* for the "*Tender Price*" as set out on Appendix 1 of this Form of Tender. Our *Tender Price* is based on the estimated quantities listed in the *Schedule of Quantities and Prices*, and excludes GST.

WE CONFIRM:

3.1 that we understand and agree that the quantities as listed in the *Schedule of Quantities and Prices* are estimated, and that the actual quantities will vary.

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

Tenderer's Initials _____

WE CONFIRM:

- 4.1 that the following appendices are attached to and form a part of this tender:
- 4.1.1 the appendices as required by paragraph 5.3 of the Instructions to Tenderers – Part II; and
 - 4.1.2 the *Bid Security* as required by paragraph 5.2 of the Instructions to Tenderers – Part II.
 - 4.1.3 an Undertaking of Surety, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia and in a form acceptable to the Owner, to furnish a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract Price.

WE AGREE:

- 5.1 that this tender will be irrevocable and open for acceptance by the *Owner* for a period of 60 calendar days from the day following the *Tender Closing Date and Time*, even if the tender of another tenderer is accepted by the *Owner*. If within this period the *Owner* delivers a written notice ("*Notice of Award*") by which the *Owner* accepts our tender we will:
- 5.1.1 within 10 *Days* of receipt of the written *Notice of Award* deliver to the *Owner*:
 - 1. a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract Price, covering the performance of the Work including the Contractor's obligations during the Maintenance Period, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the Owner;
 - 2. a Baseline Construction Schedule, as provided by GC 4.6.1;
 - 3. a "clearance letter" indicating that the tenderer is in Worksafe BC compliance; and
 - 4. a copy of the insurance policies as specified in GC 24 indicating that all such insurance coverage is in place and;
 - 5.1.2 within 2 *Days* of receipt of written "*Notice to Proceed*", or such longer time as may be otherwise specified in the *Notice to Proceed*, commence the *Work*; and
 - 5.1.3 sign the Contract Documents as required by GC 2.1.2.

WE AGREE:

- 6.1 that, if we receive written *Notice of Award* of this *Contract* and, contrary to paragraph 5 of this Form of Tender, we:
- 6.1.1 fail or refuse to deliver the documents as specified by paragraph 5.1.1 of this Form of Tender; or

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

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

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

OUR ADDRESS IS AS FOLLOWS:

Phone: _____

Fax: _____

Email: _____

Attention: _____

This Tender is executed this _____ day of _____, 2026

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Tenderer's Initials _____

Form of Tender - Appendix 1

CONTRACT 2026-09

2026 RURAL ROAD PAVING PROJECTS - TUYTTENS ROAD, CEMETERY ROAD, WALKER ROAD

TENDER SUMMARY

(See paragraph 5.3.1 of the Instructions to Tender - Part II)

TENDER SUMMARY SHEET

AMOUNT

SUB-TOTAL: ITEM 1 - GENERAL REQUIREMENTS	\$	_____
SUB-TOTAL: ITEM 2 - CONCRETE	\$	_____
SUB-TOTAL: ITEM 3 - EARTHWORK	\$	_____
SUB-TOTAL: ITEM 4 - ROAD AND SITE IMPROVEMENTS	\$	_____
SUB-TOTAL: ITEM 5 - UTILITIES	\$	_____
TENDER PRICE	\$	_____
GST @ 5%	\$	_____
TENDER PRICE plus GST	\$	_____

Form of Tender - Appendix 1 (continued)

CONTRACT 2026-09

2026 RURAL ROAD PAVING PROJECTS - TUYTTENS ROAD, CEMETERY ROAD, WALKER ROAD

SCHEDULE OF QUANTITIES AND PRICES

(See paragraph 5.3.1 of the Instructions to Tender - Part II)

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

DIVISION 01		GENERAL REQUIREMENTS				
Item No.	Section	Specification Title	Unit	Quantity	Unit Price	Amount
	01 55 00	Traffic Control, Vehicle Access and Parking				
1.01	1.5	Traffic Control, Vehicle Access and Parking				Incidental
1.02	1.5.1	<i>Optional Works</i> - Dynamic Message Signs (Optional)	Each Sign per week	8		
	01 57 01	Environmental Protection				
1.03	1.6	Environmental Protection				Incidental
						Subtotal

DIVISION 03		CONCRETE				
Item No.	Section	Specification Title	Unit	Quantity	Unit Price	Amount
	03 40 01	Precast Concrete				
3.01	1.4.4	New No Post Barriers Incl. Removal & Disposal of old units	Each	12		
						Subtotal

DIVISION 31		EARTHWORK				
Item No.	Section	Specification Title	Unit	Quantity	Unit Price	Amount
	31 22 16	Reshaping Granular Roadbed				
31.01	1.4.3S	<i>Optional Works</i> - Removal, Disposal, and Replacement of Unsuitable Granular Shoulders, Roadbed Material & Subgrade	Cubic Metre	350		
	31 24 13	Roadway Excavation, Embankment and Compaction				
31.02	1.8.5	Common Excavation	Cubic Metre	200		
						Subtotal

DIVISION 32		ROADS AND SITE IMPROVEMENTS				
Item No.	Section	Specification Title	Unit	Quantity	Unit Price	Amount
	32 01 16.7	Cold Milling				
32.01	1.5.1 , 1.5.4S	Full Depth Milling Asphalt & Gravel removals up to 100mm depth Incl. Grading, compaction, proof rolling	Square Metres	950		
32.02	1.5.1 , 1.5.4S	Surface Mill Butt Joint 35 to 50mm depth	Square Metres	60		
	32 01 16.8	Full Depth Reclamation				
32.03	1.5.1, 1.5.2, 1.5.4S	Full Depth Reclamation c/w Grading, compaction, proof rolling, onsite reuse	Square Metres	11900		
	32 11 23	Granular Subbase				
32.04	1.4.1, 1.4.2	75mm Crushed Granular Subbase	Tonne	420		
	32 11 23	Granular Base				
32.05	1.4.1, 1.4.3	Optional Works - 19mm Crushed Granular Base	Tonne	2900		
	32 12 13.1	Asphalt Tack Coat				
32.06	1.5.1	Asphalt Tack Coat	Square Metres	11300		
	32 12 16	Hot-Mix Asphalt Concrete Paving				
32.07	1.5.1S, 1.5.2, 1.5.3	Asphalt Pavement & Aprons Upper Course #1	Tonne	2235		
32.08	1.5.1, 1.5.2	Asphalt Pavement Lower Course #2	Tonne	500		
32.09	1.5.1, 1.5.3, 1.5.7	Optional Works - Permanent Asphalt Driveway Restoration Sawcutting, Upper Course #2, 65mm thick c/w 100mm thick granular base (Remove & Replace)	Square Metres	300		
32.10	1.5.1, 1.5.2, 1.5.9S	Optional Works - 1 Dose ACE XP Fibre Reinforcement (added to mix)	Tonne	1450		
	32 17 23	Painted Pavement Markings				
32.11	1.5.1, 1.5.3	Thermoplastic Line Painting	Lump Sum	1		
32.12	1.5.4	Signage Signage relocations	Lump Sum	1		
Subtotal						

Contract Sub-Total (excluding GST)

GST (5%)

TENDER TOTAL (including GST)

Form of Tender - Appendix 1

CONTRACT 2026-09

2026 RURAL ROAD PAVING PROJECTS - TUYTTENS ROAD, CEMETERY ROAD, WALKER ROAD

Optional Works - Sutherland Road Site

TENDER SUMMARY

(See paragraph 5.3.1 of the Instructions to Tender - Part II)

TENDER SUMMARY SHEET

AMOUNT

SUB-TOTAL: ITEM 1 - GENERAL REQUIREMENTS	\$	_____
SUB-TOTAL: ITEM 3 - EARTHWORK	\$	_____
SUB-TOTAL: ITEM 4 - ROAD AND SITE IMPROVEMENTS	\$	_____
TENDER PRICE	\$	_____
GST @ 5%	\$	_____
TENDER PRICE plus GST	\$	_____

Form of Tender - Appendix 1 (continued)

CONTRACT 2026-09

2026 RURAL ROAD PAVING PROJECTS - TUYTTENS ROAD, CEMETERY ROAD, WALKER ROAD

Optional Works - Sutherland Road

SCHEDULE OF QUANTITIES AND PRICES

(See paragraph 5.3.1 of the Instructions to Tender - Part II)

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

DIVISION 01		GENERAL REQUIREMENTS				
Item No.	Section	Specification Title	Unit	Quantity	Unit Price	Amount
	01 55 00	Traffic Control, Vehicle Access and Parking				
1.01	1.5	Traffic Control, Vehicle Access and Parking				Incidental
1.02	1.5.1	<u>Optional Works</u> - Dynamic Message Signs	Each Sign per week	16		
	01 57 01	Environmental Protection				
1.03	1.6	Environmental Protection				Incidental
Subtotal						

DIVISION 31		EARTHWORK				
Item No.	Section	Specification Title	Unit	Quantity	Unit Price	Amount
	31 22 16	Reshaping Granular Roadbed				
31.01	1.4.3S	<u>Optional Works</u> - Removal, Disposal, and Replacement of Unsuitable Granular Shoulders, Roadbed Material & Subgrade	Cubic Metre	1600		
	31 24 13	Roadway Excavation, Embankment and Compaction				
31.02	1.8.5, 1.8.15S	Common Excavation	Cubic Metre	3000		
	31 32 19	Geosynthetics				
31.03	1.6.1	Triaxial Geogrid - Tensar TX5	Square Metres	1700		
31.04	1.6.1	<u>Optional Works</u> - Filter Fabric - Nilex 2002	Sqaure Metres	850		
Subtotal						

DIVISION 32		ROADS AND SITE IMPROVEMENTS				
Item No.	Section	Specification Title	Unit	Quantity	Unit Price	Amount
	32 01 16.7	Cold Milling				
32.01	1.5.1 , 1.5.4S	Full Depth Milling Asphalt & Gravel removals up to 100mm depth Incl. Grading compaction, proof rolling	Square Metres	2200		
32.02	1.5.1 , 1.5.4S	Surface Mill Butt Joint 35 to 50mm depth	Square Metres	120		
	32 11 23	Granular Subbase				
32.03	1.4.1, 1.4.2	75mm Crushed Granular Subbase	Tonne	3300		
	32 11 23	Granular Base				
32.04	1.4.1, 1.4.3	19mm Crushed Granular Base	Tonne	2600		
	32 12 13.1	Asphalt Tack Coat				
32.05	1.5.1	Asphalt Tack Coat	Square Metres	2900		
	32 12 16	Hot-Mix Asphalt Concrete Paving				
32.06	1.5.1, 1.5.2, 1.5.3	Asphalt Pavement & Aprons Upper Course #1	Tonne	370		
32.07	1.5.1, 1.5.2 , 1.5.3	Asphalt Pavement & Aprons Lower Course #2	Tonne	360		
	32 17 23	Painted Pavement Markings				
32.08	1.5.1, 1.5.3	Thermoplastic Line Painting	Lump Sum	1		
Subtotal						

Contract Sub-Total (excluding GST)

GST (5%)

TENDER TOTAL (including GST)

**APPENDIX 2
PRELIMINARY CONSTRUCTION SCHEDULE**

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

Owner: District of Kent
(NAME OF OWNER)

Contract: 2026 Rural Road Paving Projects – Tuyttens Road, Cemetery Road, Walker Road
(TITLE OF CONTRACT)

Reference No. 2026-09
(OWNER'S CONTRACT REFERENCE NO.)

Indicate Schedule with bar chart with major item descriptions and time.

MILESTONE DATE: Substantial Completion 45 Days from Notice to Proceed
(Sutherland Road if executed will add 40 days to Contract Time)

ACTIVITY	CONSTRUCTION SCHEDULE											
	2	4	6	8	10	12	14	16	18	20	22	24
Sutherland Road (must be completed first for dry weather construction)												
Cemetery Road – Reclaim												
Cemetery Road – Excavation / Gravel												
Cemetery Road – Full depth milling												
Cemetery Road – Paving												
Tuyttens Road, Walker & Highway #9 – Reclaim / Milling												
Tuyttens Road & Highway #9 – Paving & restoration												

Tenderer's Initials _____

**APPENDIX 3
EXPERIENCE OF SUPERINTENDENT**

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

Owner: District of Kent
(NAME OF OWNER)

Contract: 2026 Rural Road Paving Projects – Tuytens Road, Cemetery Road, Walker Road
(TITLE OF CONTRACT)

Reference No. 2026-09
(OWNER'S CONTRACT REFERENCE NO.)

Name: _____

Experience: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Tenderer's Initials _____

**APPENDIX 4
COMPARABLE WORK EXPERIENCE**

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

Owner: District of Kent
(NAME OF OWNER)

Contract: 2026 Rural Road Paving Projects – Tuytens Road, Cemetery Road, Walker Road
(TITLE OF CONTRACT)

Reference No. 2026-09
(OWNER'S CONTRACT REFERENCE NO.)

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

Tenderer's Initials _____

FORM OF AGREEMENT

(FOR USE WHEN UNIT PRICES FORM THE BASIS OF PAYMENT TO BE USED ONLY WITH THE GENERAL CONDITIONS AND OTHER STANDARD DOCUMENTS OF THE UNIT PRICE MASTER MUNICIPAL CONSTRUCTION DOCUMENTS.)

BETWEEN OWNER AND CONTRACTOR

This agreement made in duplicate this _____ day of _____, 2026.

Owner: District of Kent
(NAME OF OWNER)

Contract: 2026 Rural Road Paving Projects – Tuytens Road, Cemetery Road, Walker Road
(TITLE OF CONTRACT)

Reference No. 2026-09
(OWNER'S CONTRACT REFERENCE NO.)

BETWEEN:

The District of Kent
(NAME OF OWNER)
(the "Owner")

AND: _____

(NAME AND OFFICE ADDRESS OF CONTRACTOR)

(the "Contractor")

The Owner and the Contractor agree as follows:

- Article 1 The Work Start / Completion Dates**

 - 1.1 The Contractor will perform all Work and provide all labour, equipment and material and do all things strictly as required by the Contract Documents.
 - 1.2 The Contractor will commence the Work in accordance with the Notice to Proceed. The Contractor will proceed with the Work diligently, will perform the Work generally in accordance with the construction schedules as required by the Contract Documents and will achieve Substantial Performance of the Work on or before 45 Days from Notice to Proceed subject to (INSERT DATE OF SUBSTANTIAL PERFORMANCE) the provisions of the Contract Documents for adjustments to the Contract Time
 - 1.3 Time shall be of the essence of the Contract.
- Article 2 Contract Documents**

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

- 2.2 The *Contract* supersedes all prior negotiations, representations or agreements, whether written or oral, and the *Contract* may be amended only in strict accordance with the provisions of the *Contract Documents*.
- Article 3 Contract Price**
- 3.1 The price for the *Work* ("*Contract Price*") shall be the sum in Canadian dollars of the following:
- 1.1.1 the product of the actual quantities of the items of *Work* listed in the *Schedule of Quantities and Prices* which are incorporated into or made necessary by the *Work* and the unit prices listed in the *Schedule of Quantities and Prices*; plus
 - 1.1.2 all lump sums, if any, as listed in the *Schedule of Quantities and Prices*, for items relating to or incorporated into the *Work*; plus
 - 1.1.3 any adjustments, including any payments owing on account of *Changes* and agreed to *Extra Work*, approved in accordance with the provisions of the *Contract Documents*.
- 3.2 The *Contract Price* shall be the entire compensation owing to the *Contractor* for the *Work* and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the *Work*.
- Article 4 Payment**
- 4.1 Subject to applicable legislation and the provisions of the *Contract Documents*, the *Owner* shall make payments to the *Contractor*.
- 4.2 If the *Owner* fails to make payments to the *Contractor* as they become due in accordance with the terms of the *Contract Documents* then interest calculated at 2% per annum over the prime commercial lending rate of the Royal Bank of Canada on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.
- Article 5 Rights and Remedies**
- 5.1 The duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 5.2 Except as specifically set out in the *Contract Documents*, no action or failure to act by the *Owner*, *Contract Administrator* or *Contractor* shall constitute a waiver of any of the parties' rights or duties afforded under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach under the *Contract*.

Article 6 Notices

Communications among the *Owner*, the *Contract Administrator* and the *Contractor*, including all written notices required by the *Contract Documents*, may be delivered by hand, or by email, or by fax, or by pre-paid registered mail to the addresses as set out below:

The *Owner*:
District of Kent
7170 Cheam Avenue
Agassiz, BC V0M 1A0
Fax: n/a
Email: jmothus@kentbc.ca
Attention: Jonathan Mothus

The *Contractor*:

Fax: _____
Email: _____
Attention: _____

The *Contract Administrator*:
ISL Engineering and Land Services Ltd.
201, 3999 Henning Drive
Burnaby, BC V5C 6P9
Fax: 604-629-2698
Email: glivingstone@islengineering.com
Attention: Glen Livingstone, Contract Administrator.

- 6.2 A communication or notice that is addressed as above shall be considered to have been received
 - 1.1.4 immediately upon delivery, if delivered by hand; or
 - 1.1.5 at the date and time as shown in the recipients inbox if sent by email; or
 - 1.1.6 immediately upon transmission if sent by fax and received in hard copy; or
 - 1.1.7 after 5 *Days* from date of posting if sent by registered mail.
- 6.3 The *Owner* or the *Contractor* may, at any time, change its address for notice by giving written notice to the other at the address then applicable. Similarly if the *Contract Administrator* changes its address for notice then the *Owner* will give or cause to be given written notice to the *Contractor*.

FORM OF AGREEMENT

Article 7 General

- 6.4 The sender of a notice by fax or email assumes all risk that the fax or email is received.
- 7.1 This *Contract* shall be construed according to the laws of British Columbia.
- 7.2 The *Contractor* shall not, without the express written consent of the *Owner*, assign this *Contract*, or any portion of this *Contract*.
- 7.3 The headings included in the *Contract Documents* are for convenience only and do not form part of this *Contract* and will not be used to interpret, define or limit the scope or intent of this *Contract* or any of the provisions of the *Contract Documents*.
- 7.4 A word in the *Contract Documents* in the singular includes the plural and, in each case, vice versa.
- 7.5 This agreement shall ensure to the benefit of and be binding upon the parties and their successors, executors, administrators and assigns.

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

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Owner:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

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

Schedule 1 Schedule of Contract Documents

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

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

- 8.1 Agreement, including all Schedules;
- 8.2 Supplementary General Conditions (for MMCD 2019 Edition);
- 8.3 General Conditions*;
- 8.4 Supplementary Specifications (for MMCD 2019 Edition);
- 8.5 Specifications*;
- 8.6 Supplementary Standard Detail Drawings (if any, insert title and edition date);
- 8.7 Standard Detail Drawings*;
- 8.8 Executed Form of Tender, including all Appendices;
- 8.9 *Contract Drawings* listed in Schedule 2 to the Agreement, –“List of *Contract Drawings*”;
- 8.10 Instructions to Tenderers - Part I;
- 8.11 Instructions to Tenderers - Part II*;
- 8.12 The following Addenda:

(ADDENDA, IF ANY)

- 8.13 MMCD Supplementary Updates:
 - 2022-04-07 2012-08-07
 - 2021-04-23 2012-06-08
 - 2020-08-04 2012-05-30
 - 2016-11-18 2011-08-08
 - 2015-11-02 2011-08-04
 - 2014-09-19 PVC C900 Pipe Specification Clarification
 - 2014-07-15 2010-05-18
 - 2014-02-28 2010-03-25
 - 2013-06-13 2009-11-19

As provided on website as of tender closing date: www.mmcd.net

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

Schedule 2 List of Contract Drawings

TITLE	DRAWING NO.	DATE	REVISION NO.	REVISION DATE
<i>RURAL ROAD PAVING PROJECTS</i>				
DRAWING INDEX, LOCATION MAP & GENERAL NOTES	00	2026/03/05	C	2026/05/27
TUYTTENS ROAD – MOUNTAIN VIEW ROAD TO STA. 4+360	01	2026/03/06	C	2026/05/27
TUYTTENS ROAD – 4+360 TO HIGHWAY 9	02	2026/03/06	C	2026/05/27
HIGHWAY 9 ACCESS ROAD – 6+000 TO STA. 6+120	03	2026/03/06	C	2026/05/27
MOUNTAIN VIEW ROAD – 3+000 TO STA. 3+0400	04	2026/03/06	C	2026/05/27
WALKER ROAD – 5+000 TO 5+140	05	2026/03/06	C	2026/05/27
WALKER ROAD – 5+140 TO 5+340	06	2026/03/06	C	2026/05/27
TUYTTENS ROAD/WALKER ROAD – TYPICAL SECTIONS	07	2026/03/06	C	2026/05/27
CEMETERY ROAD TO 1+120	08	2026/03/06	C	2026/05/27
CEMETERY ROAD 1+120 TO 1+240	09	2026/03/06	C	2026/05/27
CEMETERY ROAD 1+240 TO 1+440	10	2026/03/06	C	2026/05/27
CEMETERY ROAD 1+440 TO 1+750	11	2026/03/06	C	2026/05/27
CEMETERY ROAD 1+750 TO 1+980	12	2026/03/06	C	2026/05/27
CEMETERY ROAD 1+980 TO 2+270	13	2026/03/06	C	2026/05/27
CEMETERY ROAD - TYPICAL SECTIONS	14	2026/03/06	C	2026/05/27
<i>SUTHERLAND ROAD – OPTIONAL WORKS</i>				
DRAWING INDEX, LOCATION MAP & GENERAL NOTES	00	2023/06/10	A	2026/05/22
SUTHERLAND ROAD – LOUGHEED HIGHWAY TO STA. 1+300	01	2026/05/20	A	2026/05/22
SUTHERLAND ROAD – STA. 1+300 TO STA. 1+300	02	2026/05/20	A	2026/05/22

Supplementary Specifications

These Supplementary Specifications must be read in conjunction with the Master Municipal Specifications contained in the Master Municipal Construction Documents, 2019 Edition.

Reference No.

SUPPLEMENTARY SPECIFICATIONS INDEX

DIVISION 01 – GENERAL REQUIREMENT

- 01 33 01S Project Record Documents
- 01 54 00S General Requirements
- 01 55 00S Traffic Control, Vehicle Access and Parking
- 01 57 01S Environmental Protection

DIVISION 03 – CONCRETE

- 03 30 20S Concrete Walks, Curbs and Gutters

DIVISION 31 – EARTHWORKS

- 31 15 60S Dust Control
- 31 22 16S Reshaping Granular Roadbeds
- 31 23 01S Excavating, Trenching, and Backfilling
- 31 24 13S Roadway Excavation, Embankment and Compaction

DIVISION 32 – ROADS AND SITE IMPROVEMENTS

- 32 01 16.7S Cold Milling
- 32 01 16.8 Full Depth Reclamation
- 32 12 16S Hot-Mix Asphalt Concrete Paving
- 32 17 23S Painted Pavement Markings

DIVISION 33 – UTILITIES

- 33 44 01S Manholes and Catchbasins

1.7 Recording Actual
Site Conditions

.5S *(add clause 1.7.5 as follows)*

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

The Contractor will keep one set of drawings on-site that will be marked up in red ink identifying all work completed and any changes made during the construction. This copy will be turned over to the Contract Administrator within 5 days of completion of all works.

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

Payment for recording data for record drawings shall be considered incidental to the work performed and no additional payment will be made to the contractor.

Substantial completion will only be issued once the record drawing information is submitted to the Contract Administrator and found to be complete.

END OF SECTION

1.0	Master Municipal Construction Documents	.1S	<p>The Supplementary Specifications contained herein must be read in conjunction with the Master Municipal Specifications contained in the Master Municipal Construction Documents (2019 Edition) as identified in the Instructions to Tender article 2.2.</p>
2.0	Format and Numbering System	.1S	<p>The Supplementary Contract Specifications follow the same format and numbering system as the Master Municipal Specifications, but is differentiated from it by having the letter “S” placed after the section number.</p>
3.0	Construction Survey Layout	.1S	<p>The Contractor is responsible for all survey layout required and offset stakes for construction. Control can be provided by the Contract Administrator for:</p> <ul style="list-style-type: none"> - Tuyttens Road - Mountain View Road - Walker Road - Cemetery Road <p>The Contractor will be responsible for the detailed survey of the site to execute construction.</p>
		.2S	<p>Payment for survey layout and offset takes shall be considered incidental to the work performed and no additional payment will be made to the contractor.</p>
		.3S	<p>All monuments, including but not limited to brass caps, iron pins, lead plugs, rock posts and wooden witness posts, disturbed by the Contractor shall be re-established by Registered British Columbia Land Surveyors, at the Contractor’s cost, and the appropriate authorities advised of the revised elevation and coordinates. Contractors are advised that the Contract Administrator will monitor construction to ensure that disturbed monuments are replaced at the Contractor’s expense prior to completion of the Contract.</p>
4.0	Description of Work	.1S	<p>The work can be divided into the following three (3) sites for ease of description:</p> <p><i>.1 Tuyttens Road, Mountain View Road, Walker Road, Rosedale Agassiz Highway (Hwy 9) Roadworks</i> Full depth reclamation, full depth milling, barriers, signage, gravel installation and hot-mix asphaltic concrete paving.</p> <p><i>.2 Cemetery Road Roadworks</i> Full depth reclamation, full depth milling, signage, gravel installation and hot-mix asphaltic concrete paving.</p> <p>Limits of works to be determined in the field with the site inspector.</p>

- | | | | |
|------------|---|-----|---|
| 5.0 | Optional Work | .1 | <p>All items included in the Schedule of Quantities and Prices which shall be stated to be Optional Work shall be used only as directed and at the sole discretion of the Contract Administrator. All or any unused portion of these sums shall revert to the District and shall be deducted from the Contract Price before final payment is made.</p> |
| 6.0 | Dust and Mud Control | .1 | <p>The Contractor shall make every reasonable effort to minimize the creation of dust or mud by his operations. Special measures may include, but shall not be limited to, frequent sweeping of existing roads used as haul routes; control of traffic speeds; frequent watering of dirt access and egress routes; watering of the construction areas; re-routing of traffic; and modification of construction procedures; and cleaning of off-site haul routes on a regular basis as required by the District. Refer to MMCD Section 31 15 60, Dust Control, for General, Products and Execution.</p> <p>Payment for the above items will be considered to be incidental to the work performed and no additional payment will be made to the Contractor.</p> |
| 7.0 | Safety - Work Near Overhead and Underground Power Lines or Other Utilities | .1S | <p>All works shall be in strict compliance with WorkSafe BC Industrial and Safety Regulations Section 24 when working near or under any overhead power lines.</p> <p>The Contractor must be fully aware of the danger to workers and shall take all necessary safety precautions when working near to existing utilities, such as high pressure gas, water line and BC Hydro lines.</p> |
| 8.0 | Materials Testing | .1S | <p>Materials and density Quality Assurance (QA) testing will be carried out as directed by the Contract Administrator. Initial QA testing carried out at the Contract Administrator's direction will be paid for by the District. Where initial tests fail and subsequent QA testing is deemed necessary by the Contract Administrator, the cost of the subsequent testing shall be the responsibility of the Contractor.</p> <p>If the Contract Administrator requests QA testing and upon arrival of the District appointed testing agency, the contractor is not ready to conduct testing, any cost associated with the delay of testing i.e. standby or return trips will revert back to the contractor.</p> <p>Proof Roll Testing will be completed by an ISL appointed Geotechnical Engineer. The District will pay for three days of Proof Roll Testing for Tuytens, Walker,</p> |

Cemetery. Any further proof roll testing will be paid for by the contractor.

A solvent extraction, followed by ignition method to remove wax and weigh the fiber reinforcement to confirm dosage. The QA test will be performed on the fiber reinforced asphalt to confirm the correct dosage. The Contractor shall give the Contract Administrator 48 hours notice prior to paving so the test can be scheduled. 1 test shall be completed for each 500 tonnes placed, minimum 1 per day.

- .2S .1 The Contractor will perform Quality Control inspections at the Contractors discretion to ensure that the requirements of the Contract are being met. Quality Control is the responsibility of the Contractor throughout every stage of the Work. The Contractor shall be completely responsible for the materials to meet all the specified requirements as outlined in Supplemental specifications and submit to the Contract Administrator for review and approval.
- .2 The Contractor shall be responsible for their own QC testing to meet minimum requirements for gravel and asphalt testing. Gravel testing requires sieve analysis for every 1000 tonne installed, for each specified gravel, for each separate site. Gravel density testing is required for every 150 square meters of roadworks. Proof rolling shall be performed for all new roadworks. Asphalt testing requires Marshall Stability testing for every 500 Tonne at each site, for each mix type (minimum one per day, per location), and QC density testing while paving.
- .3 The Contractor shall submit a Quality Control Plan to the Contract Administrator for review at least two weeks prior to commencing work. As a minimum, the Quality Control Plan will identify the testing laboratory undertaking the work, each of the specific testing methods that will be used for each specific product, and the frequency of all sampling and test methods to be used.
- .4 The Contractor shall bear the cost of all consulting services retained by the Contractor.
- .5 Tests performed by the Contract Administrator (Quality Assurance) will not be considered Quality Control tests.
- .3S The Contractor is to conform to all testing requirements as set out in The Provincial Ministry of Transportation and Infrastructure 2020 Standard Specifications for

Highway Construction (Volume 1 & 2).

If the Contract Administrator requests additional tests on the project by the Contractor's appointed testing agency, the contractor shall not claim for any cost associated with the delay of testing i.e. standby or return trips

9.0 Grassed Areas Disturbed to be Seeded or sodded

.1S

All grassed areas disturbed within the rural areas by the construction shall be reinstated with 150mm compacted depth topsoil and hydroseeded.

All grassed areas disturbed within the urban areas by the construction shall be reinstated with 150mm depth topsoil and sodded.

No additional payment will be made to the contractor for this work unless identified in Schedule of Quantities.

10.0 Curb, Sidewalk and Driveway Restoration

.1S

Existing curbs, sidewalks and driveways shall be reconstructed and reinstated to ensure proper drainage and appearance, to match existing finish, and in accordance with the Standard Drawings. All concrete curbs, sidewalks and driveways shall be 32 MPa strength concrete. Concrete curb and gutter to be reinstated between control joints. Concrete sidewalk and driveways to be reinstated to nearest panel joint for one complete panel.

No additional payment will be made to the contractor for this work.

11.0 Interfering Services

.1

.1S The Contractor shall, at their own expense, provide for the uninterrupted flow of all watercourses, sewers, drains, and any other utility encountered during the work.

.2S When other utility structures are encountered, the Contractor shall support them to the satisfaction of the Contract Administrator so as to protect them from damage. The Contractor shall, at his own expense, at once repair and make good any damage which may occur to any watermains, service or utility pipes, or facilities, or to any electrical conductor or telephone facility or to any sidewalk, crosswalk as a result of this operation.

.3S It is the Contractor's responsibility wherever necessary to determine location of existing pipes, valves, or other underground structures. Wherever it is necessary to explore and excavate to determine the location of the existing underground structures, the Contractor at his own expense shall make explorations

and excavations for such purposes.

.4S Where gas mains and/or service lines exist in the vicinity of the proposed work, the Contractor shall consult the officers of the gas company prior to commencing operations and arrange for a mutually agreeable procedure for their protection.

.5S When existing poles conflict with the proposed works, the Contractor shall consult B.C. Hydro and Telus prior to commencing operations and advise the Contract Administrator with the works to be undertaken.

Costs associated with pole holding / support are incidental to the work.

12.0	Temporary Road Markings	.1	The Contractor shall supply and place temporary traffic lane lines and stop bars immediately following compaction of the asphalt pavement. The traffic lane line shall be prefabricated reflective yellow tape having an adhesive backing and shall be placed to suit line painting shown on the contract drawings. The stop bar shall be minimum two — 100mm wide continuous strips of prefabricated reflecting white tape having an adhesive backing and placed across the travel lanes at traffic controlled intersections. Temporary markings shall be removed immediately following permanent marking installation.
13.0	Coordination with Other Contractors/Construction Staging	.1S	The Contractor will be responsible for all coordination with BC Hydro, MOTI, Railways, Vedder Dispatch, District Forces and other utility providers.
14.0	Environmental Protection and Construction Mitigation Plan	.1S	The Contractor is advised that he is responsible for all necessary measures required to prevent the transportation of any silt or other deleterious material from the site into any fish bearing watercourses or their tributaries. All requirements of the Ministry of Environment, Lands and Parks, Fish and Wildlife Branch and Fisheries & Oceans Canada, with respect to air, earth and water pollution, must be strictly adhered to. Refer to Section 01 57 01S Environmental Protection for further information. If there are any discrepancies between this section and Section 01 57 01S, then 01 57 01S will govern.
15.0	Metric Units of Measurement	.1S	All the units of measurement for payment in this Contract are metric units as modified by the internationally agreed S.I. Units (System International).

However, as the construction industry is not entirely converted to S.I. Units, some conversions will need to be made for purpose of month end and Final Progress Estimates.

The following conversion factors will be used in this Contract:

1 ton	=	0.907 tonnes
1 cubic yard	=	0.765 cubic metres
1 foot	=	0.3048 metres

16.0 Weigh Ticket Control .1S Items in the Schedule of Quantities and Prices measured by weight will be paid for as stipulated in the appropriate section of the Specific Provisions or the Specifications of the Contract. In addition, the Contractor will adhere to the following conditions:

.1S Payment will be made only for material completely incorporated into the works as witnessed by the Contract Administrator's representative.

.2S Weigh tickets shall be received by the Contract Administrator's representative immediately prior to the placement of the material in the works.

.3S The Contractor is to arrange for material supply in such a manner that weigh tickets can be collected and verified at specific locations on the project as arranged with and approved by the Contract Administrator.

.4S The Contract Administrator shall have the right to refuse approval of tickets received after the day of placement.

If the Contractor fails to meet any of these conditions, then the Contract Administrator shall have the right to refuse approval of weigh tickets presented.

17.0 Disposal Site .1S The Contractor is responsible for the provision of all off-site disposal sites for materials that are to be removed from the construction sites in this Contract.

The Contractor is responsible for all fees, permits and costs associated with the off-site disposal of materials.

If materials are disposed of within the District of Kent, it must be an approved site.

The contractor shall ensure that they have selected a dumpsite that accepts soils that have Sodium Chloride

			levels to Industrial Land use or better. All handling and offsite disposal costs for this type of material shall be included in the unit price for all excavated material identified for off site disposal. No additional disposal payments will be made for Sodium Chloride levels detected in the excavated material that would be reasonably expected to occur on roadways that are subject to winter salt maintenance operations.
18.0	Permits from Outside Agencies	.1S	The Contractor is responsible to obtain and pay for all permits required from outside agencies.
19.0	Temporary Drainage Facilities	.1S	All required temporary drainage facilities, measures for control of ground water during construction and restoration of temporary drainage ditches after construction shall be considered as incidental to work being performed under this Contract and no separate payment will be made for this work.
20.0	Notice to Residents	.1S	<p>Deliver a construction notification letter prepared by the contractor to all properties which may be affected by construction not less than one week (5 days) and not more than two weeks (10 days) prior to construction.</p> <p>Notify residents directly affected by the work 72 hours in advance of commencement of construction.</p> <p>Notify residents directly affected by any road closure 72 hours in advance of commencement of the closure.</p> <p>Cost of notifying residents of ensuing construction and delivery of letters is incidental to the Contract.</p>
21.0	Foreign Utility Adjustments	.1S	The Contractor will be responsible for adjusting all foreign utilities, unless noted otherwise on the drawings. All adjustments to foreign utilities must be completed to the satisfaction of the Utility Owner. The Contractor should note that certain Utility Owners may decide, after tender closing, to complete their own adjustments if personnel are available. If the Utility Owner decides to complete their own adjustments, the Contractor will not be compensated for these utility adjustments.
22.0	Material Supply	.1S	The District will not supply materials.
23.0	Site offices	.1S	<p><i>(amend clause 1.12.1 as follows)</i></p> <p>A Contract Administrator's temporary office will not be required for this project.</p>

24.0 Construction Signage .1S (*amend clause 1.13.1 as follows*)

Construction project signs will be required for this project at:

1. Mountain View Road; and
2. Tuyttens Road; and
3. Walk Road; and
4. Cemetery Road;
5. Sutherland Road
6. Adjacent side streets as required

No additional payment will be made to the contractor to supply, erect and remove these signs.

END OF SECTION

1.0	General	.3S	<p>Delete 1.0.3 and replace with:</p> <p>"Unless alternative arrangements satisfactory to those adversely affected have been made by the Contractor, pedestrian and vehicular access to affected properties shall be maintained at all times.</p>
1.2	Temporary Access Roads	.2S	<p>.1 Delete and replace with:</p> <p>"Do not close any lanes of road or highway without approval of the Owner. Before re-routing traffic erect suitable signs and devices as approved by the Contract Administrator. Provide sufficient asphalt to ensure a smooth riding surface during work."</p>
1.4	Traffic Control	.14S	<p>(add)</p> <p>The Contractor is responsible for all temporary traffic control on the streets within this contract. The Contractor will meet all the standards and conditions of the District of Kent, and the Ministry of Transportation and Highways Traffic Management Manual for Work on Roadways.</p> <p>The District will not control or direct the traffic control or direct the traffic control activities of the Contractor, but may require an immediate stop to any work where, in the Contract Administrator's opinion, the provided traffic control does not meet the requirements of the Agreement.</p> <p>The Contractor will prepare and submit a written Traffic Management Plan to the District of Kent a minimum of ten (10) working days prior to commencement of any work affecting traffic. The Contractor will update and resubmit that plan for review as necessary for acceptance by the District.</p> <p>Traffic management plan(s) will be required for work on:</p> <ol style="list-style-type: none"> 1. Tuyttens Road; and 2. Lougheed Highway (if needed); and 3. Rosedale Agassiz Highway (if needed); and 4. Walker Road; and 5. Cemetery Road; and 6. Sutherland Road; 7. Adjacent roads as needed <p>A minimum of single lane, alternating traffic must be provided at all times on District of Kent jurisdiction roads.</p> <p>Traffic Control on Lougheed Highway is subject to Ministry of Transportation consent and approval.</p>

.3S **Delete 1.4.3 and replace with:**

"Supply and erect sign, delineators, barricades and miscellaneous warning devices as specified in the Ministry of Transportation and Highways publication 'Traffic Management Manual for Work on Roadways'."

.10 **.1S Delete 1.4.10.1 and replace pre-amble with:**

"Provide flag persons, who have written proof of having received Traffic Control Persons Training approved by the Workers Compensation Board and who are properly equipped for the following situations."

.15S **(add)**

No work that affects traffic will be permitted until the District of Kent accepts the Traffic Management Plan. The District will not control or direct the traffic control or direct the traffic control activities of the Contractor, but may require an immediate stop to any work where, in the Contract Administrator's opinion, the provided traffic control does not meet the requirements of the Agreement.

The Contractor will prepare and submit a written Traffic Management Plan to the District of Kent a minimum of ten (10) working days prior to commencement of any work affecting traffic. The Contractor will update and resubmit that plan for review as necessary for acceptance by the District.

.16S **(add Clause 1.4.16 – CMS Requirements):**

Contractor shall provide advance information signs regarding road construction details and changeable message sign (CMS) boards. The Contractor shall supply the Contract Administrator with the proposed commencement dates in advance to allow for advertisement and proper public notice. The signage must meet the specifications and must be approved by the District of Kent prior to installation.

END OF SECTION

1.2 Drainage

.1.1S **Delete 1.2.1.1 and replace with:**

Drainage, Erosion and Sediment Control

“Properly drain all portions of the site. Protect the site and the watercourses to which it drains, directly or indirectly, against erosion and siltation in accordance with the Sediment Control Plan approved by the Director during construction and until the maintenance period is completed. Ensure no silt, gravel, debris or other deleterious substance resulting from construction activity discharges into existing drainage systems or watercourses or onto highways or adjacent property. The Contractor is responsible for all damage that may be caused by water backing up or flowing over, through, from or along any part of the work or otherwise resulting from his operations.

“Keep existing culverts, drains, ditches and watercourses affected by the work clear of excavated material at all times. When it is necessary to remove or alter an existing drainage structure, provide suitable alternative measures for handling the drainage. Adequately support culverts and drainpipes across trenches to prevent displacement and interference with the proper flow of water due to trench settlement.

“Sweep streets, and clean catch basins, manhole sumps, detention tanks, and maintain siltation controls as often as the Contract Administrator deems necessary.

“Follow all Federal and Provincial regulations and guidelines respecting protection of fish, fish habitat, and watercourses.

“The Contract Administrator is responsible for monitoring ongoing compliance with this section.”

1.4 Site Clearing and Plant Protection

.2 **(add clause 1.4.2.5S as follows)**

Do not work within or store materials in any invasive species (Provincial & MOTT standards) buffer zone. Japanese Knotweed is in the roadside ditch, north of the tie in location at 2548 Sutherland Road.

(add clause 1.4.2.6S as follows)

The Contractor shall determine whether they need to trim or remove trees or bushes as part of this project. If needed, they shall complete a bird nesting survey to applicable standards.

1.4 Pollution Control

.3 *(add clause 1.4.3.5S as follows)*

Immediately contain and clean up any leaks and spills of prohibited materials on the job site.

(add clause 1.4.3.6S as follows)

Ensure that a well-stocked spill kit is on-site at all times and that the Contractor's employees are familiar with appropriate spill response techniques.

(add clause 1.4.3.7S as follows)

Immediately notify the Contract Administrator and the Director of any leaks or spills of prohibited materials that occur on the job site.

(add clause 1.4.3.8S as follows)

Ensure that any fuel stored on-site is located at least 15 metres from the nearest stream, and is placed within a bermed and lined area, in order to prevent leaks or spills into the environment

(add clause 1.4.3.9S as follows)

Ensure that no equipment fueling or servicing is conducted within 15 metres of a stream or watercourse."

1.9S Archaeological /
Historical Resources

(add)

Immediately cease work and inform the Contract Administrator and the Director, if any archaeological or historical resources are encountered during construction. Leave these resources in-place and do not disturb them in any way."

END OF SECTION

1.4 **Measurement and
Payment**

.6S ***Delete 1.4.6 and replace with:***

“Payment for driveway crossings including sawcutting,
removals, granular base and brush finished 150mm thick
concrete reinstatement”.

END OF SECTION

2.1 **Materials**

.7S *(add)*

"Resin and Water: to Contract Administrator's approval."

.8S *(add)*

"All Dust Control materials to be environmentally friendly."

END OF SECTION

1.4 Measurement and
Payment

.1S *Delete 1.4.1 and replace with:*

“Payment for reshaping existing roadbed, driveway and shoulder includes all spreading and grading of materials, adjustment of moisture content, compaction and disposal of excess material.”

.3S *Delete 1.3. and replace with:*

“Payment for removal of unsuitable materials and road widening includes offsite disposal and will be determined by the site inspector in the field. Payment includes installation of crushed granular base and crushed granular sub base. Crushed granular sub base shall be used for the bottom 300mm lift of gravel as required. Volume will be determined by measuring Length by width by depth by the site inspector.”

END OF SECTION

- 1.7 Disposal** 1.7.2S Add this clause:
- The contractor shall ensure that they have selected a dumpsite that accepts soils that have Sodium Chloride levels to Industrial Land use or better. All handling and offsite disposal costs for this type of material shall be included in the unit price for all excavated material identified for off site disposal. No additional disposal payments will be made for Sodium Chloride levels detected in the excavated material that would be reasonably expected to occur on roadways that are subject to winter salt maintenance operations.
- 1.10 Measurement and Payment** .9S Add this clause:
- “Payment for removal of unsuitable materials will be as over-excavation with offsite disposal and backfill with 19mm minus granular base gravel including finish grading, adjustment of moisture content and compaction as specified per the Unit Bid Item in the Schedule of Units and Prices for over-excavation.”
- 3.5 Backfill and Compaction** .3 .4S Add the following sentence:
- "Native backfill to be protected from contamination, segregation and weather."

END OF SECTION

1.8 Measurement and
Payment

.5

.4S Add:

Fully loaded truck volumes to be used for payment are:

- Tandem – 6.5cu.m ordinary material
- 4cu.m asphalt/concrete/pipe
- Triaxle – 8cu.m ordinary material
- 5cu.m asphalt/concrete/pipe
- Tandem and Pony – 11cu.m ordinary material
- 7.5cu.m asphalt/concrete/pipe
- Triaxle and Pony – 13cu.m ordinary material
- 9cu.m asphalt/concrete/pipe
- Tandem and Transfer – 19cu.m ordinary material
- 13cu.m asphalt/concrete/pipe

Contractor to provide truck slips detailing location, type of common excavation, time loaded and location of dump site. The slips are to be given to Contract Administrator by the end of shift or Contract Administrator can reject quantities subsequently submitted.

.6S Delete 1.8.6 and replace with:

Payment for hauling to stockpile of excavated material as specified or as directed by Contract Administrator and will be based on truck volumes per 1.8.5.4S except where 32 01 16.8 1.5.1 applies.

Add:

Payment for the onsite re-use of stockpiled material as directed by the Contract Administrator will be based on truck volumes per 1.8.5.4S.

.15S Add:

Remove existing shoulder and sidecast material. The sidecasted material is to be blended into existing side slope in a neat material. Grading of shoulder and sidecast material is to have positive drainage away from the road. This payment item will include all material, labour and equipment, all other costs will be considered incidental. Payment for additional gravel will be made under 32 11 23 Granular Base, 1.4.1. Excess stripped shoulder material shall be disposed of offsite

END OF SECTION

1.5 **Measurement and
Payment** .4

.4S Add:

Fully loaded truck volumes to be used for payment are:

- Tandem – 6.5cu.m ordinary material
- 4cu.m asphalt/concrete/pipe
- Triaxle – 8cu.m ordinary material
- 5cu.m asphalt/concrete/pipe
- Tandem and Pony – 11cu.m ordinary material
- 7.5cu.m asphalt/concrete/pipe
- Triaxle and Pony – 13cu.m ordinary material
- 9cu.m asphalt/concrete/pipe
- Tandem and Transfer – 19cu.m ordinary material
- 13cu.m asphalt/concrete/pipe

Contractor to provide truck slips detailing location, type of common excavation, time loaded and location of dump site. The slips are to be given to Contract Administrator by the end of shift or Contract Administrator can reject quantities subsequently submitted.

END OF SECTION

1.5 Measurement and
Payment

.4

.4S Add:

Sections where we are matching the existing road profile the Contractor will need to excavate the reclaimed material to allow for the new gravel structure and asphalt pavement. The material shall be reused onsite where there are larger fill sections.

END OF SECTION

1.5	Measurement and Payment	1.5.9S	<i>(add clause 1.5.9S as follows)</i> The asphalt paving shall include one dose of ACE XP Polymer Fiber for each tonne of the roadway paving. Each tonne shall have at least 65g/t of aramid fibre reinforcement in the HMA (excluding wax). The aramid fibre shall be mixed evenly using a dosing machine or using manual dosing requirements based on Surface Tech dosage rates, per tonne, per hour. The Contractor shall submit their QCP 7 days before paving and then their ACE Fiber Reinforced HMA Mixing Report to the Contract Administrator within 24 hours of paving.
2.1	Materials	.1S	<i>Delete 2.1.1 and replace with:</i> Asphalt cement: Grade 80 – 100A. Should the contractor choose to use reclaimed asphalt pavement the resultant asphalt cement shall also meet or exceed Grade 80-100A.”
		.5S	<i>Add clause 3.10.5S as follows:</i> The Contractor shall use grade control through the use of a three sensor boom to improve rideability. The Contractor shall check all manhole, water valve and third party utility boxes adjustments using string lines and ensure that all utilities match the road finished grade and crossfall. The Contractor shall ensure that rolling patterns and rolling practices shall be followed to improve rideability and prevent surface irregularities in the surface course. The Contractor shall make all efforts to ensure that lateral joint transitions and all cold joints are smooth with acceptable grade tolerances.
3.10	Finished Tolerances	.2S	<i>Add clause 3.12.2S as follows:</i> All asphalt debris is to be power swept at the tie-ins, transfer areas and machine and truck clean up areas prior to leaving site on day of paving.
3.12	Clean-Up		

END OF SECTION

1.5 **Measure and
Payment**

.3S *(delete clause 3.3.2.3 and replace as follows)*

Payment for adjustment of manhole castings, lawn drains, cleanouts, and inspection chambers includes excavation and offsite disposal, backfilling, new grade rings, grout to suit new grades.

Owner: District of Kent
(NAME OF OWNER)

Contract: 2026 Rural Road Paving Projects – Tuytens Road, Cemetery Road, Walker Road
(TITLE OF CONTRACT)

Reference No. 2026-09
(OWNER'S CONTRACT REFERENCE NO.)

General Conditions #	Paragraph #	Title	Action
1.66	.1	Substantial Performance	Add: Substantial Performance shall only be granted once the Pavement Markings are completed, all testing data has been received and the red line prints along with the digital as built survey are provided by the Contractor and are confirmed to be complete by the Contract Administrator.
3.2	.2	Authority	Delete GC3.2.2 and replace with: "Nothing contained in the <i>Contract Documents</i> shall create any contractual relationship or other relationship recognized by law between the <i>Contract Administrator</i> and the <i>Contractor</i> , subcontractors, suppliers, or their agents, employees or other persons performing any of the <i>Work</i> ."
3.3	.5	Contract Administration	Delete GC3.3.5 and replace with: "The Owner shall provide the Contractor with three survey control points at the Place of the Work, and relative coordinates of the major portions of the Work. The Contract Administrator may conduct survey checks of the Work at his discretion. The Contractor shall provide a survey assistant, at the Contract Administrators request, for such survey checks. The Contractor shall protect and preserve such survey control points for so long as they are required for the Work and if any of them must be replaced because they are disturbed or destroyed by the Contractor, then the Contractor shall pay the costs of such replacement."
4.3	.1	Protection of <i>Work</i> , Property and the Public	Add: Within the terms of this clause, the <i>Contractor</i> is responsible for the protection of existing power and telephone poles during the term of the <i>Contract</i> .
4.3	.4		Delete GC 4.3.4 and replace with the following: Before commencing any <i>Work</i> at the <i>Place of the Work</i> , the <i>Contractor</i> shall be responsible to locate in three dimensions all underground utilities and structures indicated on the <i>Contract Documents</i> as being at the

			<p><i>Place of the Work.</i> The <i>Contractor</i> shall also be responsible to consult with all utility corporations that provide electricity, communication, gas or other utility services in the area of the <i>Place of the Work</i>, to locate in three dimensions all underground utilities for which they have records. The <i>Contractor</i> shall also locate in three dimensions any other utilities or underground structures that are reasonably apparent in an inspection of the <i>Place of the Work</i>.</p> <p>The <i>Contractor</i> shall contact BC One Call at least 48 hours prior to excavating to advise of the Work.</p>
4.5	.1	Errors, Inconsistencies or Omissions in the <i>Contract Documents</i>	<p>GC4.5.1 are amended:</p> <p>(i) by deleting “or omission” wherever it appears and substituting “omission or any incorrect, inaccurate or misrepresented fact”, and</p> <p>(ii) by deleting “or omissions” wherever it appears and substituting “omissions or incorrect, inaccurate or misrepresented facts”.</p>
	.4		<p>Add GC4.5.4:</p> <p>“If Additional Instructions are required to address any error, inconsistency, omission or incorrect, inaccurate or misrepresented facts, the Contractor’s inefficiencies or mismanagement, if any, shall not be taken into account when determining any impact of those Additional Instructions on the Contract Price or the Contract Time.”</p>
4.6	.2	Construction Schedule	<p>GC4.6.2 is amended by deleting “monthly” and substituting “monthly or within a shorter time period specified in the <i>Contract Documents</i>”.</p>
4.12.2	.5	Tests and Inspections	<p>GC4.12.2.5 (1) and (2) are amended by deleting “timely notice” and substituting “not less than two days”.</p>
4.13	.3	Rejected <i>Work</i>	<p>Add:</p> <p>Should the defective work relate to asphalt paving, the CA may determine the reduced serviceability or loss of value to the Owner. The Contractor shall be responsible for the cost of this analysis.</p>
6.2	.1	Coordination and Connection	<p>Add:</p> <p>The <i>Owner</i> or <i>Contract Administrator</i> will not be liable for claims for delay caused by applicable third parties, including, but not limited to BC Hydro, TELUS, Fortis BC, Shaw Cable, MOTI/MOTT, CPKC, Metro Vancouver, or District Forces for work required to be undertaken on this <i>Contract</i>.</p>

7.4	.2	Optional Work	<p>Add GC 7.4.2:</p> <p>All items included in the <i>Schedule of Quantities and Prices</i> which shall be stated to be Optional Work shall be used only as directed and at the sole discretion of the <i>Contract Administrator</i>.</p> <p>Sutherland Road is listed as optional works subject to District budget approval. A change order for 40 days will be executed if approved.</p>
7.4	.3		<p>Add GC 7.4.3</p> <p>All or any unused portion of these sums shall revert to the District and shall be deducted from the Contract Price before final payment is made. No claim for lost profit shall be made by the <i>Contractor</i> for the deletion of any or all of these optional items.</p>
9.2	.4	Valuation Method	<p>GC9.2.4 is amended by deleting “unless at the time of the agreement the <i>Contractor</i> expressly reserved in writing the right to claim for additional payment or Contract Time adjustments.”</p>
11.1	.1	Concealed or Unknown Conditions Definition	<p>GC 11.1.1(3) is deleted and the following substituted:</p> <p>“(3) differs materially and substantially from:</p> <p>i. the conditions of the Place of the Work that would have been evident to or reasonably foreseeable by a Contractor who was qualified to undertake the Work, and</p> <p>ii. any information in the Tender Documents or otherwise made available by the Owner with respect to any conditions of the Place of the Work that would not have been evident to or reasonably foreseeable by a contractor who was qualified to undertake the Work”.</p>
13.1	.1	Delay by Owner or Contract Administrator	<p>Add:</p> <p>(3) The <i>Owner</i> or <i>Contract Administrator</i> will not be liable for claims for delay caused by applicable third parties, including, but not limited to BC Hydro, TELUS, Fortis BC, Shaw Cable, Metro Vancouver, MOTI/MOTT, CPKC, or District forces for work required to be undertaken on this <i>Contract</i>.</p>
13.4	.1	Unforeseeable Market Conditions	<p>Delete 13.4.1 and replace with:</p> <p>If the cost of materials, that are internationally supplied, required for the Work increases as a direct results of natural disaster affecting the source of supply of such</p>

			materials that results in an increase in cost of the performance of the Work of more than 1% of the Contract Price, then the parties will agree to an equitable adjustment to the Contract Price.
13.9	.1	Liquidated Damages for Late Completion	GC 13.9.1.1 is amended by deleting "\$500 per day" and substituting "\$1500 per day".
15.3	.1	Termination	GC 15.3.1 (1) is deleted and the following substituted: “(1) be entitled to: (i) take possession of the <i>Place of the Work</i> and the materials to be incorporated into the <i>Work</i> wherever they are located including materials ordered for the <i>Work</i> but not yet delivered, (ii) utilize the construction machinery and equipment, subject to the right of third parties, and (iii) complete the <i>Work</i> by whatever method the <i>Owner</i> may consider expedient, and
16.2	.2	Work Stoppage	Amend 16.2.2 as follows: Replace “30 Calendar days” with “60 Calendar days”
16.4	.1	Termination	Amend 16.4.1 as follows: Replace "If the <i>Contractor</i> terminates the <i>Contract</i> under the conditions set out above, the <i>Owner</i> shall pay the <i>Contractor</i> :" with "If the <i>Contractor</i> terminates the <i>Contract</i> under 16.2.2, the <i>Owner</i> shall pay the <i>Contractor</i> :"
16.4	.2	Termination	Add 16.4.2 as follows: If the <i>Contractor</i> terminates the <i>Contract</i> under 16.2.1, the <i>Owner</i> shall pay the <i>Contractor</i> : (1) for all <i>Work</i> performed; plus (2) reimbursement of expenditures, such as for products, materials, services, subcontractors and equipment, which the <i>Contractor</i> made on account of the remaining <i>Work</i> , as determined by the <i>Contract Administrator</i> .
17	5	Referee	GCI7.5.2(2) is deleted and the following substituted: 2) “if the parties have not agreed upon a Referee within 15 Days after the delivery of the Dispute Notice, then either party may make a written request to the Master Municipal Document Association to appoint the Referee within 10 Days of the written request. If after consultation with the parties, the Association is unable to appoint a Referee who is acceptable to both parties, the Association shall appoint as the Referee an individual who is qualified to act in that capacity under the Contract and who is independent and impartial.”

			<p>GC17.5.3 is deleted and the following substituted: “If a Referee is selected for appointment as provided by this GC then the parties shall enter into an agreement with the Referee by signing a letter in the form as set out in Schedule 17.5.3 to these GC’s. If one party and the Referee sign the agreement and, after presentation, the other party fails or refuses to sign the agreement, the defaulting party shall be deemed to be a party to that agreement.”</p> <p>GC 17.5.8 is amended by adding after “The Referee” the following: “shall make decisions in a fair and impartial manner and”.</p> <p>GC17.5.11 is amended</p> <p>a) by renumbering it GC 17.5. 11.1 and by adding the following at the end “unless the parties agree otherwise.” and</p> <p>b) by adding the following: 17.5.11.2 Despite 17.5.1 1.1, on written application of a party, the Master Municipal Documents Association may revoke the appointment of the Referee if the Association is satisfied that the Referee is biased, unqualified to discharge the Referee’s duties, or has failed to diligently and conscientiously perform the Referee’s duties. A replacement Referee shall be selected for appointment as provided by this GC.</p> <p>GC17.5.13 is amended by deleting “by either party, or both parties,” and substituting the following: “by both parties but not by one party.”</p>
18.2	.1	Supporting Documentation	<p>Add:</p> <p>The <i>Contractor</i> shall not work on the <i>Site</i> or deliver materials for which delivery slips submitted to the <i>Owner</i> are the basis of payment unless the <i>Site Inspector</i> is present. However, if the <i>Contract Administrator</i> deems these requirements inappropriate then this requirement may be waived.</p>
18.3	.1	Materials and Products not Incorporated in Work	<p>Delete GC 18.3.1 and replace with the following Except for items in the Schedule of Quantities and Prices which are identified as being “Supply Only” or items authorized under GC10. 1, payments shall not be made for materials or products purchased by the Contractor but not incorporated into the Work at the Place of the Work.</p>
18.9	.1	Waiver of Claims	<p>GC18.9.1 is amended by deleting the last sentence and substituting the following: This waiver of claims shall include without limitation those claims that might arise from:</p> <p>1) the negligence or breach of contract by the <i>Owner</i>,</p>

			its employees, agents or officials, or 2) the negligence or wrongful acts of the <i>Owner's</i> consultants or the <i>Contract Administrator</i> , but does not include claims made by <i>the Contractor</i> in writing prior to such application in accordance with the provisions of the <i>Contract</i>
18.9	.2		Documents and delivered to the <i>Contract Administrator</i> prior to date of Substantial Performance and still unsettled. GC 18.9.2 is amended by deleting the last sentence and substituting the following: This waiver of claims shall include without limitation those claims that might arise from: 1) the negligence or breach of <i>Contract</i> by the <i>Owner</i> , its employees, agents', or officials, or 2) the negligence or wrongful acts of the <i>Owner's</i> consultants or <i>Contract Administrator</i> , but does not include claims made by the. <i>Contractor</i> in writing prior to such application in accordance with the provisions of the <i>Contract Documents</i> and delivered to the <i>Contract Administrator</i> and still unsettled.
20.4	.2	Environmental Laws	GC20.4 is amended by adding the following: 20.4.2 The <i>Contractor</i> shall indemnify the <i>Owner</i> for any costs, fines, expenses and penalties that the <i>Owner</i> is required to pay on account of the <i>Contractor</i> performing the <i>Work</i> in breach of any applicable Federal or Provincial or municipal environmental laws, regulations, or orders.
21.2	.1	Contractor is "Prime Contractor"	Delete GC 21.2.1 and replace with the following As part of the <i>Work</i> the <i>Contractor</i> shall, to the extent reasonably possible, perform on behalf of the <i>Owner</i> the obligations which the <i>Owner</i> must undertake as "Prime Contractor" by virtue of the <i>Workers' Compensation Act</i> and <i>Regulations</i> , or other statutes. The <i>Contractor</i> shall have a safety program acceptable to the <i>Workers' Compensation Board</i> and shall ensure that all <i>Workers' Compensation Board</i> safety rules and regulations are observed during performance of this contract, not only by the <i>Contractor</i> but by all sub-contractors, workers, material personnel and others engaged in the performance of this contract. The <i>Contractor</i> shall indemnify the <i>District of Kent</i> and hold harmless the <i>District of Kent</i> from all manner of claims, demand, costs, losses, penalties and proceedings arising out of or in any way related to unpaid <i>Workers' Compensation Board</i> assessments owing from any person or corporation engaged in the performance of this contract, or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the <i>Workers' Compensation Board</i> , including penalties levied by the <i>Workers'</i>

			Compensation Board.”
24	.1	Required Insurance	<p>In addition to the MMCD insurance requirements, the <i>Contractor</i> shall also comply with the following requirements of the District, which will take precedence: “The <i>Contractor</i> shall insure and keep insured while this contract is in force, with such companies and on such forms as are acceptable to the District, at the <i>Contractor’s</i> expense, Comprehensive General Liability Insurance covering premises and operations liability; <i>Contractor’s</i> Contingency Liability with respect to the operations of Subcontractor’s Completed Operations Liability, Contractual Liability and Non-Owned Automobile Liability Insurance.</p> <p>The limits of liability for Personal Injury and Property Damage combined shall be for not less than \$5,000,000 each occurrence.</p> <p>The District of Kent, ISL Engineering & Land Services, CPR and Metro Testing & Engineering Ltd. shall be added as additional named insured under the Comprehensive General Liability.</p> <p>A Cross Liability Clause shall be made part of the Comprehensive General Liability Insurance.</p> <p>All policies shall provide that they cannot be cancelled, lapsed, or materially changed without at least thirty (30) days notice to the District by Registered Mail.</p> <p>Prior to the commencement of any work hereunder, the <i>Contractor</i> shall file with the District a certificate of insurance for each policy required.</p> <p>All such insurance shall be maintained until final completion of the work, including the making good of faulty work or materials, except that coverage for completed operations liability shall in any event be maintained for twenty-four (24) months from date of final acceptance.</p> <p>Should the <i>Contractor</i> neglect to obtain and/or maintain insurance as aforesaid, or deliver such policy or policies to the District, then it shall be lawful for the District to obtain and/or maintain such insurance and the <i>Contractor</i> hereby appoints the District his true and lawful attorney to do all things necessary for this purpose. All monies expended by the District for insurance premiums under the provisions of this clause shall be charged to the <i>Contractor</i>.”</p>
25.1	.2	Correction of Defects	<p>Add to Clause:</p> <p>“Where in the opinion of the <i>Owner</i>, delay would cause serious loss or damage, repairs may be made without notice being sent to the <i>Contractor</i> and all expenses incurred will be charged to the <i>Contractor</i>.”</p>
25.1	.3		GC25. 1.3 is deleted and the following substituted:

			<p>25.1.3 The Owner shall provide the <i>Contractor</i> with access, at all reasonable times, to the location of any defect or deficiency described in this GC to enable the <i>Contractor</i> to correct the defect or deficiency but the <i>Contractor</i> shall be responsible for</p> <ol style="list-style-type: none">1) exposure of the defect or deficiency in order to correct or repair the defect, deficiency,2) the restoration of the <i>Work</i> or other property that is disturbed or damaged in the course of<ol style="list-style-type: none">(i) exposing the defect or deficiency, or(ii) correcting or repairing the defect or deficiency, and3) all risks associated with any activity described in paragraphs (1) and (2).
26.1	.1	Partial Use	<p>GC26. 1. 1 is amended by deleting “on written approval of the <i>Contract Administrator</i>” and substituting “with prior written notice to the <i>Contract Administrator</i>”.</p>