



**INVITATION TO TENDER 17-59**

**ROBRON PARK FIELDHOUSE CIVIL**

**MASTER MUNICIPAL CONSTRUCTION DOCUMENTS - 2009  
Platinum Edition**

**UNIT PRICE CONTRACT**

**September 13<sup>th</sup>, 2017**

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**Supply Management**

301 St. Ann's Road, Campbell River, B.C. V9W 4C7  
Telephone: 250.286.5766; Fax: 250.286.5741  
clinton.crook@campbellriver.ca



**INVITATION TO TENDER 17-59**

**ROBRON PARK FIELDHOUSE CIVIL**

**TABLE OF CONTENTS**

The complete Contract Documents consist of the following parts:

1. The Master Municipal Construction Documents (Tender Package) consisting of the following parts (**included in this tender package**):
  - Invitation to Tender
  - Instructions to Tenderers, Part I
  - Form of Tender
    - Appendix 1 - Schedule of Quantities and Prices
    - Appendix 2 - Preliminary Construction Schedule
    - Appendix 3 - Experience of Superintendent
    - Appendix 4 - Comparable Work Experience
    - Appendix 5 - Subcontractors
    - Appendix 6 - Tenderer's Current Projects Underway
  - Agreement - Draft
    - Schedule 1 - Schedule of Contract Documents
    - Schedule 2 - List of Contract Drawings
    - Appendix 7 - Safety Covenant
    - Appendix 8 - Prime Contractor Agreement
    - Appendix 9 – Acceptance of Base Course for Asphalt Paving
  - Supplementary General Conditions
  - Supplementary Specifications
2. Additional reference documentation consisting of the following parts (**not distributed in this tender package**) available at [www.campbellriver.ca](http://www.campbellriver.ca):
  - Supplementary Specifications, City of Campbell River, Design Standards 2010, Appendix A to Subdivision and Development Servicing Bylaw 3419
  - City of Campbell River, Approved Utility Product List April 2011
3. The balance of the Master Municipal Construction Documents, Platinum, 2009 edition. These documents are available in the "MMCD - General Conditions, Specifications and Standard Detail Drawings" (**not distributed in this tender package**):



## INVITATION TO TENDER 17-59

### ROBRON PARK FIELDHOUSE CIVIL

The City of Campbell River invites qualified tenders for the Robron Park Fieldhouse Civil. This contract includes the following generalized scope of work:

Work under this Contract includes, but is not limited to, all supervision, construction, equipment, labour, material, permits and related items required for the installation of approximately 330 lineal metres of sanitary sewer piping including manholes and connections to the existing system. This work will include provision and execution of an approved traffic management plan and all necessary restorations. Also included is the requirement to coordinate the necessary asphalt paving with the City's paving contractor, which is delivered under separate contract.

**This Tender is available electronically by downloading from the City's website at:**

[www.campbellriver.ca/city\\_services/purchasing/request\\_for\\_proposal.asp](http://www.campbellriver.ca/city_services/purchasing/request_for_proposal.asp)

This Tender is scheduled to close at:

**Tender Closing Time:** 3:00 p.m. local time

**Tender Closing Date:** Monday October 2<sup>nd</sup>, 2017  
*There will NOT be a Public Opening for this Tender*

**Delivered to:** City of Campbell River City Hall  
301 St. Ann's Road  
1<sup>st</sup> Floor Reception Desk  
Campbell River, BC V9W 4C7  
**ATTN: Clinton Crook – Senior Buyer**

**Tender Enquiries:** Clinton Crook, SCMP, CPSM, Senior Buyer  
Telephone: 250.286.5766  
Email: [clinton.crook@campbellriver.ca](mailto:clinton.crook@campbellriver.ca)



**INVITATION TO TENDER 17-59**  
**ROBRON PARK FIELDHOUSE CIVIL**  
**RECEIPT CONFIRMATION FORM**

As receipt of this document, and to directly receive any further information, addendums, etc. regarding this competition, please return this form to:

**ATTN: Clinton J. Crook, SCMP, CPSM,**  
Senior Buyer  
Email: [clinton.crook@campbellriver.ca](mailto:clinton.crook@campbellriver.ca)  
Fax: 250.286.5741

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Province/State: \_\_\_\_\_ Postal/Zip Code: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

CITY OF CAMPBELL RIVER  
TENDER 17-59  
ROBRON PARK FIELDHOUSE CIVIL  
INSTRUCTIONS TO TENDERERS  
PART I

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## INSTRUCTIONS TO TENDERERS - PART I

TO BE READ WITH "INSTRUCTIONS TO TENDERERS - PART II" CONTAINED IN THE EDITION OF THE PUBLICATION "MASTER MUNICIPAL CONSTRUCTION DOCUMENTS" AND APPLICABLE CITY OF CAMPBELL RIVER BYLAWS SPECIFIED IN ARTICLE 2.2 BELOW

Reference No.: TENDER 17-59

Contract: ROBRON PARK FIELDHOUSE CIVIL

### Introduction

1

1.1 These Instructions apply to and govern the preparation of tenders for this *Contract*. The *Contract* is generally for the following work:

Work under this Contract includes, but is not limited to, all supervision, construction, equipment, labour, material, permits and related items required for the installation of approximately 330 lineal metres of sanitary sewer piping including manholes and connections to the existing system. This work will include provision and execution of an approved traffic management plan and all necessary restorations. Also included is the requirement to coordinate the necessary asphalt paving with the City's paving contractor, which is delivered under separate contract.

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

Clinton Crook, SCMP, CPSM, Senior Buyer  
Telephone: 250.286.5766  
Email: [clinton.crook@campbellriver.ca](mailto:clinton.crook@campbellriver.ca)

### Tender

#### Documents

2

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 Drawings".

2.2

A portion of the Contract Documents is 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 contained in the publication entitled "Master Municipal Construction Documents - General Conditions, "Specifications and Standard Detail Drawings" and relevant sections of Supplementary Specifications, City of Campbell River, Design Standards 2010, Appendix A to Subdivision and Development Servicing Bylaw 3419. Refer to Schedule 1 attached to the Agreement or, if no edition has been specified, then the applicable edition shall be the most recent edition as of the date of this *Contract*. 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 judgement about its reliability, accuracy or completeness and neither the *Owner* nor any representative of the *Owner* gives any guarantee or representation that the additional information is reliable, accurate or complete.

**Submission of  
Tenders**

**3**

- 3.1 Tenders are to be submitted in a sealed opaque package, clearly marked on the outside with the above *Contract* Title and Reference No., and must be received on or before:

***Tender Closing Time: 3:00 p.m. local time***

*There will NOT be a Public Opening for this Tender*

***Tender Closing Date: Monday October 2<sup>nd</sup>, 2017***

***Delivered to:***

City of Campbell River City Hall  
301 St. Ann's Road  
1<sup>st</sup> Floor Reception Desk  
Campbell River, BC V9W 4C7  
**ATTN: Clinton Crook – Senior Buyer**

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

3.3 Tender Submission

.1 Tenders **must** be submitted on the Tender Forms included in these tender documents. The addition to or changing of any words in these Tender Forms by the tenderer or the failure to comply with and complete all items may be cause for rejection without consideration of the tender.

.2 The Tender Submission **must** include acknowledgement of receipt of all issued addenda.

.3 The Tender submission **must** include:

- Appendix 1 – Schedule of Quantities and Prices – GST Excluded;
- Appendix 2 – Preliminary Construction Schedule;
- Appendix 3 – Experience of Superintendent;
- Appendix 4 – Comparable Work Experience;
- Appendix 5 – Subcontractors;
- Appendix 6 – Tenderers Current Projects Underway.

- .3 The Form of Tender **must** bear the signature of a legal signing authority of the tenderer.
- .4 Other than acknowledgement of receipt of addenda, or request for withdrawal or revision, documents submitted as part of a tender will **not** be considered if received by any of the Owner's facsimile machines.
- .5 Except as expressly and specifically permitted in these Instructions to Tenderers, no Tenderers shall have any claim for any compensation of any kind whatsoever, as a result of participating in the tender, and by submitting a bid, each Tenderer shall be deemed to have agreed that it has no claim.

**Additional  
Instructions to  
Tenderers**

4

**Freedom of  
Information**

4.1

The *Owner* is subject to the provisions of the Freedom of Information and Protection of Privacy Act. As a result, while Section 21 of the Act does offer some protection for third party business interests, the *Owner* cannot guarantee that any information provided to the *Owner* can be held in confidence. All tenders, after closing time and date become the property of the *Owner*.

**Cost of Tender  
Submission**

4.2

The *Owner* shall not be liable for a Tenderer's cost of submitting a tender.

**Evaluation  
Criteria**

4.3

(a) The *Owner* reserves the right to waive informalities in or reject any or all tenders or accept the tender deemed most favourable in the interests of the *Owner*. Tenders will be evaluated on the combination of information provided in the Form of Tender and Appendices, which may offer the best value and not necessarily the lowest price. The *Owner* reserves the right to conduct pre-selection meetings with Tenderers. The *Owner* further reserves the right to conduct post-selection meetings in order to correct, change or adapt the selected Tender to the wishes of the *Owner*. **Acceptance of any tender may be subject to budgetary considerations and/or City of Campbell River Council approval, and/or the approval of other jurisdictions having authority.**

**Construction  
Association Policies**

4.4

4.4.1

The *Owner* is not a member of the Public Construction Council of British Columbia, the British Columbia Construction Association or any other construction association.

4.4.2

The *Owner* does not adopt or agree to be bound by "The Procedures and Guidelines Recommended For Use on Publicly Funded Construction Projects" produced by the Public Construction Council of British Columbia, September 1989, or any other



procedure/guideline recommended, adopted or produced by any construction association in the tendering and award of the *Contract* of this project.

**Good Neighbour Policy**

- 4.5
- 4.5.1 The *Owner's* Good Neighbour Policy as adopted by City of Campbell River Council on April 15, 1997 shall apply to this contract.
- 4.5.2 The Policy states: "That Contractors working on Municipal rights-of-way or on private land where new rights-of-way are being created, be required to provide written notice to the residents in the immediate area of the works, describing what is being constructed, when the works will occur, who to contact for more information and what precautions should be taken if necessary; and that the work-site be posted for safety reasons."

**Mandatory Site Meeting**

- 4.6 A Mandatory Site Meeting will NOT be held. Tenderers should make themselves familiar with the project site.

**Addition\Deletion**

- 4.7 Tenderers are advised that the *Owner* may, at its option, and subject to available funding and budgetary considerations, delete any *Work* described in the *Contract Documents* or may require that optional work be added to the scope of *Work*.

**Omissions and Discrepancies**

- 4.8 The Tenderer must carefully examine the *Contract Documents* and the site of the proposed works, judging for and satisfying themselves as to the probable conditions to be encountered. Should a Tenderer find omissions from or discrepancies in the *Contract Documents*, or be in doubt as their meaning, the Tenderer should notify the *Owner* no later than 5 days prior to the tender closing, who may cause to send a written instruction to all Tenderers in the form of an addendum, which shall become part of the contract and shall be covered in the contract price. The Tenderer may not claim, after the submission of a tender, that there was any misunderstanding with respect to the conditions imposed by the documents. No oral interpretations made to a Tenderer as to the meaning of the *Contract Documents* shall be considered binding. Every request for an interpretation shall be made in writing, forwarded to the office referred to in paragraph 3.1 of the Instructions to Tenderers – Part I.

**Amendment of Tenders**

- 4.9
- 4.9.1 Delete Paragraphs 12.1 of the Instructions to Tenderers, Part II and replace with the following paragraphs 4.9.2 and 4.9.3:
- 4.9.2 A Tenderer may, without prejudice to itself, withdraw or revise a tender after it has been deposited with the *Owner*, provided the request for withdrawal or revision is filed with the *Owner* in writing, via hand, mail, fax, or e-mail before the time set for the Tender

closing to the office referred to in paragraph 3.1 of the Instructions to Tenderers - Part 1. In the case of revision(s), a revised price will not be accepted, only the addition to or deduction from the tender price will be accepted.

- 4.9.3 In the case of facsimile or e-mail requests for withdrawal or revision, they will only be accepted if they are received by the *Owner's* Supply Management Department facsimile machine at 250.286.5741 or via e-mail at [clinton.crook@campbellriver.ca](mailto:clinton.crook@campbellriver.ca) before the scheduled tender closing time. Tenderers assume the entire risk that the facsimile and computer equipment and staff at the above office will receive the facsimile or e-mail containing the withdrawal or revision. The *Owner* assumes no risk or responsibility whatsoever that any facsimile or e-mail will be received as required and shall not be liable to any *Tenderer* if for any reason a facsimile or e-mail is not received.

For purposes of this paragraph 4.9.3, "received" means the request for withdrawal or revision is visible to the *Owner's* staff in its entirety, and is either in printed form or is capable of immediate reproduction in printed form.

**Sub-Surface  
Conditions**

- 4.10 A geotechnical assessment or a geotechnical exploration has not been completed. Tenderers shall make their own assessment of the soil and groundwater conditions at the location.

**Environmental  
Conditions**

- 4.11 No environmental assessment has been completed on this project.

**Working Hours**

- 4.12 Work inside the *Owner's* Property shall be carried out between the hours of 7:00 a.m. and 10:00 p.m. seven (7) days a week unless other arrangements are made between the *Owner* and the *Contractor*.

**Commencement  
And Completion  
of Work**

- 4.13 The *Owner* requires that the *Work* under this Contract be completed as quickly as possible after *Contract* award, and within the following milestones:

***Substantial Performance of this Contract is to be achieved within 30 Days from Notice to Proceed.***

# Form of Tender

CITY OF CAMPBELL RIVER

Reference No.: TENDER 17-59

Contract: ROBRON PARK FIELDHOUSE CIVIL

TO OWNER:

**1 I (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:

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(ADDENDA, IF ANY) (TENDERER TO COMPLETE)

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

1.3 have complied with the Instructions to Tenderers; and

**2 ACCORDINGLY I (WE) HEREBY OFFER:**

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

2.2 to achieve *Substantial Performance* of the *Work* **within 30 Days** from receipt of a *Notice to Proceed*; and

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 Lump Sums 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.

**3 I (WE) CONFIRM:**

3.1 that we understand and agree that the quantities as listed in the

Tenderer's Initial	Owner's Initial

*Schedule of Quantities and Prices* are estimated, and that the actual quantities will vary.

**4 I (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

**5 I (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*:

- a a *Construction Schedule*, as provided by GC 4.6.1; and as per *Supplemental Specifications* in 01 31 00; and
- b a "clearance letter" indicating that the tenderer is in WCB compliance; and
- c a copy of the insurance policies as specified in GC 24 indicating that all such insurance coverage is in place; and
- d a Health and Safety Program Manual pertaining to the Work;
- e a Traffic Management Plan as specified in Supplementary Specification 01 57 00.

5.1.2 As per General Condition 4.6.6, the Owner shall issue the Notice to Proceed within 14 days of receipt of the documentation required under item 5.1.1 above.

5.1.3 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*.

5.1.4 sign the *Contract Documents* as required by GC 2.1.2.

Tenderer's Initial	Owner's Initial

5.1.5 within 10 days of the issue of the *Certificate of Substantial Performance* deliver to the Owner, a Maintenance Period Financial Security as per Supplementary General Condition 25.4.1.

**6 I (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 me (us) to enter into the *Contract* and the *Owner* may, on written notice to me (us), award the *Contract* to another party.

**7 I (WE) DECLARE THAT:**

7.1 no person, firm or company other than the undersigned, has any interest in this tender or in the proposed *Contract* for which this tender is made;

7.2 this tender is made without any connection, knowledge, comparison of figures, or agreement with any other company, firm or person making a tender for the same work;

7.3 in tendering for this work, and when called upon to enter into an agreement with the *Owner*, I (we) will be bound to comply with all laws, statutes, and municipal bylaws pertaining to the work. The agreement will be governed by the laws of the province of British Columbia;

7.4 in submitting this tender I (we) did not rely upon any information provided by the *Owner*, or any of the *Owner's* employees or agents, relating to the conditions, contingencies, risks or other circumstances, local or otherwise, which might influence or affect the performance or the cost of the work, including, without limiting the nature of the ground, subsoil, substrata of the work site, the means of access to the work site, the quality, quantity, nature or location of the materials to be furnished or removed in performance of the work, and the conditions under which the labour force will be employed, except the extent that any such information is expressly set forth in the *Contract Documents*. I (we) have relied on our own examination of the work site and have informed ourselves as to all conditions, contingencies,

risks, and circumstances, local or otherwise, which might influence or affect the performance or the cost of the work. I (we) accept the site prior to the signing of the *Contract*.

**8 WE AGREE:**

8.1 The *Work* shall be completed entirely in 30 *Days* (The Designated Completion Period);

8.2 There shall be no exclusion of time from the Designated Completion Period for any reason OTHER than delays clearly attributable to the OWNER, its agents, employees or any Authorized Representatives.

**9 I (WE) DECLARE THAT:**

9.1 I (we) recognize that the lowest or any tender will not necessarily be accepted; and

9.2 I (we) recognize that the *Owner* reserves the right to reject all tenders or to accept the tender which best suits its long term objectives; and

I (we) recognize that the *Owner* reserves the right to accept or reject all or part of this Tender at any time during the period specified by paragraph 5.1 of this Form of Tender.

**10 I (WE) DECLARE THAT:**

10.1 I (we) do not (or any related company) have any family, ownership, and operating relationships with the City of Campbell River, or any elected official, staff or other officials holding public office in the City of Campbell River and agree that the *Owner* reserves the right to reject any tender that may be perceived to be in a conflict of interest.

**11 I (WE) DECLARE THAT:**

11.1 In this tender:

- (a) "Related Party of the Tenderer" means:
  - an officer or director of the Tenderer;
  - a shareholder of the Tenderer;
  - a corporation with a shareholder or director who is also a shareholder or director of Tenderer;
- (b) "Public Authority" has the same meaning as under the Community Charter.

11.2 I (we) hereby declare that neither the Tenderer nor a Related Party of the Tenderer:

- (a) has had a bid bond or performance bond retained or claimed against;

Tenderer's Initial	Owner's Initial

- (b) has breached a contract for works or services with the *Owner* or other Public Authority in British Columbia;
- (c) has been engaged in a legal action against the *Owner* or another Public Authority in British Columbia, or the elected or appointed officers and employees of the *Owner* or that other Public Authority, in relation to;
  - any other contract for works or services;
  - any matter arising from the exercise of the *Owner's* or the other Public Authority's powers, duties or functions under the Community Charter, Local Government Act or other enactment;
- (d) has been charged or convicted of an offence in relation to the performance of a contract for works or services with the *Owner* or other Public Authority;

within five years of the closing date of this Tender.

Tenderers who are unable to truthfully complete this declaration must provide full particulars of the relevant circumstances. Submission of a false declaration is grounds for rejection of a tender.

11.3 I (we) hereby declare that the *Owner* may in its absolute discretion reject a Tender submitted by a Tenderer if the Tenderer or a Related Party of the Tenderer:

- (a) has had a bid bond or performance bond retained or claimed against;
- (b) has breached a contract for work or services with the *Owner* or other Public Authority in British Columbia;
- (c) has been engaged in a legal action against the *Owner* or another public authority in British Columbia, or the elected or appointed officers and employees of the *Owner* or that other public authority, in relation to:
  - any other contract for works or services;
  - any matter arising from the exercise of the *Owner's* or the other public authority's powers, duties or functions under the Community Charter, Local Government Act or other enactment;
- (d) has been charged or convicted of an offence in relation to the performance of a contract for works or services with the *Owner* or other Public Authority;

within five years of the closing date of this Tender.

11.4 I (we) hereby declare that in determining whether to reject a tender the *Owner* will consider whether:

Tenderer's Initial	Owner's Initial

- (a) the legal action is likely to affect the Tenderers ability to work with the *Owner*, its consultants and representatives, and;

whether the *Owner's* or other public authority's experience with the Tenderer indicates that the *Owner* is likely to incur increased costs including but not limited to staff and legal costs in the administration of this contract if it is awarded to the Tenderer.

**12 I (WE) AGREE THAT:**

12.1 I (we) agree that if any director, officer or employee, agent or other representative of a Tenderer makes any representation or solicitation to the Mayor, any Councillor, officer or employee of the City of Campbell River, other than those specifically designated in the Tender documents, with respect to this Tender, whether before or after the submission of the Tender, the City shall be entitled to reject or not accept the Tender.

**MY (OUR) ADDRESS** is as follows:

\_\_\_\_\_  
(Full Legal Name of Corporation, Partnership or Individual)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, Province)

\_\_\_\_\_  
(Postal Code)

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

This Tender is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Authorized Signatory)

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## Appendix 1

### SCHEDULE OF QUANTITIES AND PRICES – GST EXCLUDED (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.)

ITEM No.	MMCD REF.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b><u>01 GENERAL REQUIREMENTS</u></b>						
<b><u>01 57 00S TRAFFIC REGULATION</u></b>						
1	1.6.1	Traffic control during construction	1	LS	\$	\$
<b><u>03 CONCRETE</u></b>						
<b><u>03 30 20 CONCRETE WALKS, CURBS AND GUTTERS</u></b>						
2	1.4.4	Hand formed Rollover curb to MMCD - C4	1	LS	\$	\$
3	1.4.6	Driveway Crossing, 200mm thickness c/w ramps, granular base, compaction	1	Each	\$	\$
<b><u>31 EARTHWORKS</u></b>						
<b><u>31 23 01 EXCAVATING, TRENCHING AND BACKFILLING</u></b>						
4	1.10.4S	Removal and On-Site Disposal of Disused AC Pipe	1	LS	\$	\$
5	1.10.9S	Exposing and Locating Existing Utility Lines	9	each	\$	\$
<b><u>31 24 13 ROADWAY EXCAVATION, EMBANKMENT AND COMPACTION</u></b>						
6	1.8.4	Remove Existing Asphalt or Concrete Pavement, Curbs and Gutters, Sidewalks, Driveways	400	m <sup>2</sup>	\$	\$
7	1.8.14S	Removal and Off-Site Disposal of Existing Fence Posts	1	LS	\$	\$
<b><u>32 ROADS AND SITE IMPROVEMENTS</u></b>						
<b><u>32 01 16 COLD MILLING</u></b>						
8	1.5.1	Milling 200mm wide for permanent pavement restoration (only required on Robron Road)	20	Lin. M.	\$	\$

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<b><u>32 12 16 HOT-MIX ASPHALT CONCRETE PAVING</u></b>						
9	1.5.7	Saw Cut Asphalt or Concrete Pavements for permanent pavement restoration	350	Lin. M.	\$	\$
10	1.5.9S	Coordination with Owner's Asphalt Concrete Contractor	1	LS	\$	\$
<b>33 UTILITIES</b>						
<b><u>33 01 30.1 CCTV INSPECTION OF PIPELINES</u></b>						
11	1.6.2	CCTV Pipeline Inspection	330	Lin. M.	\$	\$
<b><u>33 30 01 SANITARY SEWERS</u></b>						
12	1.6.1, 1.6.2S	Sewer Pipe PVC DR28 150mm diameter, for depth of main 0-3.5m; Native Backfill	180	Lin. M.	\$	\$
13	1.6.1, 1.6.2S	Sewer Pipe PVC DR28 150mm diameter, for depth of main 0-3.5m; Imported Backfill	150	Lin. M.	\$	\$
14	1.6.7	Sanitary Tie-In: Existing 150mm diameter sewer pipe into new 1050 manhole (including 45° long radius bend)	1	Each	\$	\$
15	1.6.8S	Cap Existing Pipe with Concrete Plug	2	Each	\$	\$
16	1.6.9S	Cap New Pipe and Install Marker Post	1	Each	\$	\$
<b><u>33 44 01 MANHOLES AND CATCHBASINS</u></b>						
17	1.5.1.1S	Manhole base, lid, slab, cover, frame and riser sections; 1050mm diameter	5	Each	\$	\$
18	1.5.1.4	Re-bench Existing Manhole	1	Each	\$	\$
					<b>Sub-Total:</b>	<b>\$</b>
					GST (5%):	\$
					<b>Total:</b>	<b>\$</b>

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## Appendix 3

### EXPERIENCE OF SUPERINTENDENT (See paragraph 5.3.3 of the Instructions to Tenderers - Part II)

Name: \_\_\_\_\_

Experience:

1. Dates: \_\_\_\_\_

Project Name: \_\_\_\_\_

Responsibility: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

References: \_\_\_\_\_

2. Dates: \_\_\_\_\_

Project Name: \_\_\_\_\_

Responsibility: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

References: \_\_\_\_\_

3. Dates: \_\_\_\_\_

Project Name: \_\_\_\_\_

Responsibility: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

References: \_\_\_\_\_

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## Appendix 4

**COMPARABLE WORK EXPERIENCE**  
(See paragraph 5.3.4 of the Instructions to Tenderers - Part II)

PROJECT	OWNER/ CONTRACT NAME	PHONE NUMBER	WORK DESCRIPTION	VALUE (\$)

--	--



## Appendix 6

### TENDERERS CURRENT PROJECTS UNDERWAY

PROJECT	OWNER/ CONTRACT NAME	PHONE NUMBER	WORK DESCRIPTION	VALUE (\$)	% COMPLETE

--	--

# Draft Agreement

## Between Owner and Contractor

THIS AGREEMENT made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Reference No.: TENDER 17-59

Contract: ROBRON PARK FIELDHOUSE CIVIL

BETWEEN: CITY OF CAMPBELL RIVER

(the "Owner")

AND: TBD

(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* within 30 Days of being issued a *Notice to Proceed* subject to 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 "*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:
  - 3.1.1 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 Lump Sums listed in the *Schedule of Quantities and Prices*; plus
  - 3.1.2 all lump sums, if any, as listed in the *Schedule of Quantities and Prices*, for items relating to or incorporated into the *Work*; plus



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

#### ARTICLE 6 NOTICES

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

The *Owner*:  
City of Campbell River  
301 St. Ann's Road  
Campbell River, BC  
V9W 4C7  
**Attention:** Mr. Jason Hartley, P.Eng., Capital Works Manager  
**E-mail:** [jason.hartley@campbellriver.ca](mailto:jason.hartley@campbellriver.ca)

The *Contractor*: TBD

The *Contract Administrator*:  
City of Campbell River  
301 St. Ann's Road  
Campbell River, BC  
V9W 4C7  
**Attention:**  
**E-mail:**

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

6.4 The sender of a notice by fax or e-mail assumes all risk that the fax or e-mail will be received properly, and the provisions of paragraph 12.5 of the Instructions to Tenderers, Part II apply to the sender for both fax and e-mails.

**ARTICLE 7 GENERAL**

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

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

**Contractor:**

**TBD**

\_\_\_\_\_  
(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

\_\_\_\_\_  
(AUTHORIZED SIGNATORY)

\_\_\_\_\_  
(WITNESS)

**Owner:**

**City of Campbell River**

\_\_\_\_\_  
(GENERAL MANAGER, FACILITIES AND SUPPLY)

\_\_\_\_\_  
(WITNESS)

**SCHEDULE 1**  
**CITY OF CAMPBELL RIVER**  
**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", 2009 PLATINUM edition. All sections of this publication are included in the *Contract Documents*.

The documents noted with "\*\*\*" are available at [www.campbellriver.ca](http://www.campbellriver.ca)

- (a) Agreement;
- (b) Addenda;
- (c) Supplementary General Conditions;
- (d) General Conditions\*;
- (e) Supplementary Specifications;
- (f) Specifications\*;
- (g) Drawings listed in Schedule 2 to the Agreement;
- (h) Supplementary Detail Drawings;
- (i) Standard Detail Drawings\*;
- (j) Executed Form of Tender;
- (k) Instructions to Tenderers – Part I;
- (l) Instructions to Tenderers – Part II\*;
- (m) All other Contract Documents;
- (n) Supplementary Specifications, City of Campbell River, Design Standards 2010, Appendix A to Subdivision and Development Servicing Bylaw 3419\*\*;
- (o) City Campbell River; Approved Utility Product List\*\*.

# SCHEDULE 2

CITY OF CAMPBELL RIVER

## List of Contract Drawings

**(Complete listing of all drawings, plans and sketches which are to form a part of this Contract, other than Standard Detail Drawings and Supplementary Standard Detail Drawings.)**

TITLE	DRAWING NO.	SHEET NO.	DATE	REVISION DATE	REVISION NO.
Cover & General Notes		0			
Robron Park Sanitary Sewer Service	17-517	1 of 2	Aug 2017	17/09/08	2
Robron Park Sanitary Sewer Service	17-517	2 of 2	Aug 2017	17/09/08	2

# Appendix 7

## SAFETY COVENANT

BETWEEN:

\_\_\_\_\_ of  
(Company Name (Print legibly))

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(Postal Code)

\_\_\_\_\_  
(Phone no.)

\_\_\_\_\_  
(Fax no.)

hereinafter referred to as the "Contractor"

AND:

**CITY OF CAMPBELL RIVER**

hereinafter called the "Owner"

WHEREAS:

The Contractor covenants and agrees that when performing any work for the Owner, whether directly as a contractor or indirectly as a sub-contractor, it will adhere to all of the requirements of the Occupational Health and Safety (OHS) Regulation, B.C. Reg. 296/97, as may be amended from time to time, that are applicable to the work being performed, and as well will comply with the provisions of the *Workers Compensation Act, R.S.B.C., 1996, c.492*, as amended (the 'Act').

Without limiting the generality of the foregoing, the Contractor agrees:

- 1) Before commencing any work for the Owner, the Contractor will consult the OHS Regulation and will determine which provisions of the OHS Regulation is applicable to the work that the Contractor is to perform. The Contractor will strictly comply with all applicable OHS Regulations when performing the work.
- 2) Before commencing any work for the Owner, the Contractor will review and familiarize itself with any existing policies or procedures developed by the Owner in relation to the work. If in the opinion of the Contractor, by following a policy or procedure that the Owner has established in relation to the work, the Contractor, or an employee of the Contractor or of the Owner, or any other worker, is put at increased risk, the Contractor must request a written change of policy or procedure from the Owner, applicable only to the work the Contractor is to perform, before proceeding with the work. The Owner reserves the right to refuse to amend its policies or procedures in response to any such request where the Owner, after such consultation with WorkSafe BC as the Owner considers necessary, determines that the Owner's policy or procedure does not increase the risk to any worker at the location of the work to be performed, and determines that the Contractor's request is unreasonable, or is unnecessary for the protection of workers at the location of the work.
- 3) To have read every section of the OHS Regulation that pertains to the job at hand, to ensure that it understands the pertinent OHS Regulation and its application to the supervisor(s) and to all of the workers at

the location of the work, and to ensure that each worker under the Contractor's supervision follows the applicable OHS Regulation. To assist Contractors with this task, the City of Campbell River directs them to consult with WorkSafe BC directly, to access the WorkSafe BC Regulations and Policies available on the WorkSafe BC website.

- 4) To understand, comply with and, to the full extent of the Contractor's lawful authority, to enforce all of the following provisions of the OHS Regulation as they pertain to the job at hand and to the workers employed by the Contractor, and to provide to the owner, at any time upon request, evidence of compliance with the following:
  - a) Rights & Responsibilities – Occupational Health & Safety Program (Part 3, including investigations, inspections, written instructions, records and statistics, adequate supervision, complete understanding by the workforce of the right and responsibility to refuse unsafe work)
  - b) General Conditions (Regulation – Part 4)
  - c) Chemical and Biological Substances (Regulation – Part 5)
  - d) Substance Specific requirements (Regulation – Part 6)
  - e) Noise, Vibration, Radiation and Temperature (Regulation – Part 7)
  - f) Personal Protective Clothing and Equipment (Regulation - Part 8)
  - g) Confined Space Entry (Regulation – Part 9)
  - h) Lock-out (Regulation – Part 10)
  - i) Fall Protection (Regulation – Part 11)
  - j) Tools, Machinery and Equipment (Regulation – Part 12)
  - k) Ladders, Scaffolds and Temporary Work Platforms (Regulation – Part 13)
  - l) Cranes and Hoists (Regulation – Part 14)
  - m) Rigging (Regulation – Part 15)
  - n) Mobile Equipment (Regulation – Part 16)
  - o) Traffic Control (Regulation – Part 18)
  - p) Electrical Safety (Regulation – Part 19)
  - q) Construction, Excavation & Demolition (Regulation – Part 20)
  - r) Forestry Operations (Regulation – Part 26)
  - s) Evacuation and Rescue (Regulation – Part 32)
  - t) Occupational First Aid (Regulation – Part 33)
  - u) Coordination of Multiple Employer Workplaces (Regulation – Part 20, s. 20.3)

PROVISIONS OF THE *WORKERS COMPENSATION ACT* – PART 3 SPECIFIC TO CONTRACTORS ON A WORKSITE:

- i. Division 3 – General duties of Employers, Workers and Others (Sections 115, 116, 117, 118, 119, 120, 121, 122, 123, 124);
  - ii. Division 4;
  - iii. Division 10.
- 5) The *Workers Compensation Act* stipulates that the Owner (the City of Campbell River) is required to enforce any observed infraction of the Act or Regulation. The Contractor accepts that the City of Campbell River will be conducting periodic checks of the Contractor during the Contractor's work for the City of Campbell River and will be asking the Contractor to comply with the Act/Regulation in the event that any contravention is observed. If a contravention is observed and not corrected, the Contractor may be asked to leave the worksite and may result in termination of the contract for the work.
  - 6) For the purposes of streamlining large construction projects and multiple employer worksites, the Owner reserves the right to designate a "prime contractor" amongst contractors who are working on a job-site together. A designated person employed by the "prime contractor" – appointed by the Owner - will act as the coordinator of the other contractors on that job-site and will ensure that each of the contractors on the job site are following all of the Act and WorkSafe BC Regulations as well as site-specific policies and procedures. This includes having in place an approved WorkSafe BC Safety Program and a list of the qualified persons amongst the other contractors who have been designated to be responsible for each of the other contractor's site health and safety activities.
  - 7) In the event that a prime contractor has been designated, it is the responsibility of the Contractor to inquire who the "prime contractor" is for the worksite and to comply with the requirements for a multiple employer worksite where a prime contractor has been designated, as set out in the preceding section.

**NOTE:**

- a) Payment of WorkSafe BC Assessments by any Contractor does not obviate the responsibility of the contractor to any of the foregoing.
- b) The foregoing constitutes requirements of the Prevention Division of WorkSafe BC for any workplace in the Province of British Columbia and constitutes the Owner's expectations of contractors.

The Contractor covenants and agrees that when performing any work for the Owner, whether directly as a contractor or indirectly as a sub-contractor, it will adhere to all of the requirements of the B.C. Employment Standards Act (RSBC 1996), as may be amended from time to time, that are applicable to the work being performed, including but not limited to:

- 1) Section 36 (2); an employer must ensure that each employee has at least 8 consecutive hours free from work between each shift worked.
- 2) Section 39; despite any provision of this Part, an employer must not require or directly or indirectly allow an employee to work excessive hours or hours detrimental to the employee's health or safety.

THIS Covenant made the \_\_\_\_\_ day of \_\_\_\_\_, 2017, in  
\_\_\_\_\_ in the Province of British Columbia.  
(City)

**CONTRACTOR:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
(Printed name)

# Appendix 8

## PRIME CONTRACTOR AGREEMENT

1. The Contractor shall, for the purposes of the Workers Compensation Act, and for the duration of the Work of this Contract:
  - .1 be the "prime contractor" for the "Work site", and
  - .2 do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with the Act and its regulations, as required to ensure the health and safety of all persons at the "Work site".
- .2 The Contractor shall direct all Subcontractors, Sub-subcontractors, Other Contractors, employers, Workers and any other persons at the "Work site" on safety related matters, to the extent required to fulfill its "prime contractor" responsibilities pursuant to the Act, regardless of:
  - .1 whether or not any contractual relationship exists between the Contractor and any of these entities, and
  - .2 whether or not such entities have been specifically identified in this Contract.

As per the requirements of the Workers Compensation Act Part 3, Division 3, Section 118(1-3) which states:

Coordination of multiple-employer Workplaces

**118(1)** In this section:

**"multiple-employer Workplace"** means a Workplace where Workers of 2 or more employers are Working at the same time;

**"prime contractor"** means, in relation to a multiple-employer Workplace,

- (a) the directing contractor, employer or other person who enters into a written agreement with the owner of that Workplace to be the prime contractor for the purposes of this Part, or
- (b) if there is no agreement referred to in paragraph (a), the owner of the Workplace.

**(2)** The prime contractor of a multiple-employer Workplace must

- (a) ensure that the activities of employers, Workers and other persons at the Workplace relating to occupational health and safety are coordinated, and
- (b) do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulation in respect to the Workplace.

**(3)** Each employer of Workers at a multiple-employer Workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer's Workers at that Workplace.

The Contractor covenants and agrees that when performing any work for the Owner, whether directly as a contractor or indirectly as a sub-contractor, it will adhere to all of the requirements of the B.C.

Employment Standards Act (RSBC 1996), as may be amended from time to time, that are applicable to the work being performed, including but not limited to:



- 3) Section 36 (2); an employer must ensure that each employee has at least 8 consecutive hours free from work between each shift worked.
- 4) Section 39; despite any provision of this Part, an employer must not require or directly or indirectly allow an employee to work excessive hours or hours detrimental to the employee's health or safety.

I fully understand and accept the responsibilities of the prime contractor designation in accordance with the Workers Compensation Act and the B.C. Employment Standards Act while contracted by the *City* on

***project location:*** \_\_\_\_\_ and will abide by all Workers Compensation Board Regulation requirements.

Date: \_\_\_\_\_

Project: \_\_\_\_\_

Company Name: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Witness Signatory: \_\_\_\_\_

Printed Name: \_\_\_\_\_

# Appendix 9

## ACCEPTANCE OF BASE COURSE FOR ASPHALT PAVING

Prior to the laying of asphalt pavement, representatives from (i) the City and Tayco Paving, for direct City constructed project **or** from (ii) the City's Consultant, and the General Contractor for contracted projects, agree to the condition, surface elevations and quality of the road base.

Date: \_\_\_\_\_

Owner or Consultant's Representative: \_\_\_\_\_

General Contractor Representative: \_\_\_\_\_

This acceptance does not relieve the General Contractor or the City's Consultant of their responsibilities for the surface elevations and/or condition or subsequent failure of materials below the asphalt pavement. Tayco Paving will continue to be responsible for the asphalt paving relating to the asphalt material and its placement.

The general conditions and specifications for the work will apply and take the precedence over this acceptance. The "Limiting Terms and Conditions" of Tayco Paving also take precedence over this acceptance.

An acceptable method of checking elevations will be used to ensure that the road base is graded ready for asphalt. The intention of this survey is to ensure that asphalt tonnage does not exceed Tayco's calculated estimated tonnage by more than 5%.

Conversion from square metres to tonnage will be calculated at the rate of 125 Kg per square metre for a 50mm thickness of asphalt.



**SUPPLEMENTARY GENERAL CONDITIONS**

**TO BE READ WITH "General Conditions"  
CONTAINED IN THE PLATINUM EDITION (printed 2009) OF THE PUBLICATION  
"MASTER MUNICIPAL CONSTRUCTION DOCUMENTS"**

**Reference No.: TENDER 17-59**

**Contract: ROBRO PARK FIELDHOUSE CIVIL**

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**DEFINITIONS**

**1.0**

1.67.1

***(delete clause 1.67.1 and replace as follows)***

***"Substantial Performance"*** means the stage of completion of all of the *Work*, as certified by the *Payment Certifier*, when:

- a) the *Work* is ready for use or is being used for its intended purpose; **and**
- b) the total of the incomplete, defective and deficient *Work* can be completed at an estimated cost of no more than:

3% of the first \$500,000 of the *Contract Price*  
2% of the next \$500,000 of the *Contract Price*  
1% of the balance of the *Contract Price*

1.79

***(add new clause 1.79 as follows)***

***"(amend clause X.XX as follows)"*** preceding a supplementary clause means this clause provides additional information or restrictions to the referenced clause in the Master Municipal Construction Documents, Volume II.

1.80

***(add new clause 1.80 as follows)***

***"(add new clause X.XX as follows)"*** preceding a supplementary clause means this clause provides additional requirements or information not found in the Master Municipal Construction Documents, Volume II.

1.81

***(add new clause 1.81 as follows)***

***"(delete clause X.XX and replace as follows)"*** preceding a supplementary clause means this clause replaces the referenced clause in the Master Municipal Construction Documents, Volume II, in its entirety.

1.82

***(add new clause 1.82 as follows)***

***"Payment Certifier"*** has the meaning set out in SGC 18.6.6.

1.83

***(add new clause 1.83 as follows)***

***"Provide" or "Provision of"*** means supply and placement of an item.

1.84

***(add new clause 1.84 as follows)***

***"Engineer"*** shall mean the *Owner's* engineer appointed to provide technical support during the course of the *Work*.

**DOCUMENTS**

**2.0**

**Interpretation**

2.2.5

***(add new clause 2.2.5 as follows)***

The Contract Drawings shall not be used for the construction of the *Work* unless Issued For Construction by the *Contract Administrator*.

**CONTRACTOR**

**4.0**

**Protection of Work,  
Property and the  
Public**

4.3.7

***(add new clause 4.3.7 as follows)***

The *Contractor* shall locate, mark and protect from damage or disturbance, any and all stakes, survey pins, monuments and markers at the *Place of the Work*.

All survey stakes, pins, monuments or markers which, in the opinion of the *Owner*, have been damaged or disturbed shall be made good following construction by a registered B.C. Land Surveyor at the *Contractor's* expense.

<b>Good Neighbour Policy</b>	4.3.8	<p><b><i>(add new clause 4.3.8 as follows)</i></b> The <i>Owner's</i> Good Neighbour Policy as adopted by City of Campbell River Council on April 15, 1997 shall apply to this contract. The Policy states: "That <i>Contractors</i> working on Municipal rights-of-way or on private land where new rights-of-way are being created, be required to provide written notice to the residents in the immediate area of the works, describing what is being constructed, when the works will occur, who to contact for more information and what precautions should be taken if necessary; and that the work-site be posted for safety reasons."</p>
<b>Damage to Improvements and Utilities</b>	4.3.9	<p><b><i>(add new clause 4.3.9 as follows)</i></b> The <i>Contractor's</i> Work shall be confined to the <i>Owner's</i> premises, including statutory right-of-ways easements and construction permit limits, whenever possible. The <i>Contractor</i> shall not enter upon or place materials on other private premises except by written consent of the individual <i>Owners</i> and shall save the <i>Owner</i> harmless from all suits and actions of every kind and description that might result from use of private property.</p>
<b>Use of Working Site</b>	4.3.10	<p><b><i>(add new clause 4.3.10 as follows)</i></b> The <i>Contractor</i> shall confine his equipment, storage of materials and operation of Work to the limits indicated by law, permits, or direction of the <i>Contract Administrator</i>, and shall not unreasonably encumber the premises with his materials. The <i>Contractor</i> shall comply with the <i>Contract Administrator</i> instructions regarding signs, advertisements, fires and smoking.</p> <p>The working site shall at all times be kept free of rubbish and unnecessary hazards to persons, materials, and equipment.</p>
<b>Local, Emergency Traffic and Property Access</b>	4.3.11	<p><b><i>(add new clause 4.3.11 as follows)</i></b> Local traffic shall be provided access to private properties at all times.</p> <p>Emergency traffic such as Police, Fire, and Disaster Units shall be provided reasonable access at all times. The <i>Contractor</i> shall be liable for any damage which may result from his failure to provide such reasonable access.</p>
<b>Traffic Management Plan</b>	4.3.12	<p><b><i>(add new clause 4.3.12 as follows)</i></b> If required, the <i>Contractor</i> shall submit a Traffic Management Plan for Approval prior to start of construction in which the extent and duration of any road closures associated with the work are identified. Two-way traffic via one open lane shall be maintained on public roads at all times unless the <i>Contractor</i> has obtained the <i>Owner's</i> approval via a Road Closure Permit. The <i>Contractor</i> is cautioned that approval of full road closures is not guaranteed. Traffic control on all roads shall be in strict accordance with the <i>2015 Interim Traffic Management Manual for Work on Roadways</i> published by the Ministry of Transportation and Infrastructure. The <i>Contractor</i> shall only use appropriately accredited personnel for Traffic Control.</p>

<b>Temporary Structures and Facilities</b>	4.4.3	<b>(add new clause 4.4.3 as follows)</b> The <i>Contractor</i> shall provide clean sanitary latrine accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Ministry of Health and other bodies having jurisdiction. The <i>Contractor</i> shall permit no public nuisance.
<b>Fair Wages</b>	4.8.2	<b>(add new clause 4.8.2 as follows)</b> The <i>Contractor</i> attests to compliance with Section 5 of the Skills Development and Fair Wage Act in projects where the provincial contribution to a Municipal project exceeds \$250,000.
<b>Truck Routes and Disposal Sites</b>	4.17.1	<b>(add new clause 4.17.1 as follows)</b> In hauling of material to and from the work site, the routes to be followed by trucks shall be confined to designated arterial and collector roads as shown on the road classification plan as issued by the City. Where a dumpsite can only be accessed by way of a local road, the route shall be the shortest possible way from an arterial or collector road, and shall be agreed to by the <i>Contract Administrator</i> in advance of the work. The <i>Contractor</i> shall be responsible for road cleanup along all trucking routes used in association with the work. The cost of this cleanup shall be paid by the <i>Contractor</i> and considered incidental to the work. It should be noted that a "Soil Deposition Permit" is required for any dumpsite within the City of Campbell River. The <i>Contractor</i> shall be responsible for obtaining and securing a legal dumpsite. All costs associated with that dumpsite shall be the responsibility of the <i>Contractor</i> and shall be considered incidental to the <i>Work</i> .
<b>Disposal of Wood Debris, Organic Debris, and/or Waste Excavated Material</b>	4.18.1	<b>(add new clause 4.18.1 as follows )</b> Prior to disposal of any wood debris, organic debris and/or waste excavated material, the <i>Contractor</i> shall submit a disposal management strategy in accordance with all applicable Laws, Bylaws and Regulations to the <i>Contract Administrator</i> for approval. Subject to the <i>Contract Administrator's</i> approval, the <i>Contractor</i> shall ensure that all wood debris, organic debris and/or waste excavated material that is removed from the work site is managed in accordance with this approved disposal management strategy. The <i>Contractor</i> shall be required to employ acceptable methods of disposal, approved disposal site location(s), and shall be required to obtain and submit copies of all relevant permits and/or approvals prior to the disposal of any wood debris, organic debris and/or waste excavated material  Regardless of the aforementioned, the <i>Owner</i> reserves the right to disallow any or all of the <i>Contractor's</i> proposed disposal management strategy if it is determined that they will result in undesirable environmental impacts.
<b>OTHER CONTRACTORS</b>	<b>6.0</b>	
<b>Coordination and Connection</b>	6.22	<b>(add new clause 6.2.2 as follows)</b> If the performance of any Contract for the project is likely to be interfered with by the simultaneous execution of some other Contract or Contracts, the <i>Contract Administrator</i> shall decide which <i>Contractor</i> shall cease Work temporarily and which <i>Contractor</i> shall continue, or whether the Work under the Contracts can be

coordinated so the Contracts may proceed simultaneously. The *Owner* shall not be responsible for any damages suffered or extra costs incurred by the *Contractor*, resulting directly or indirectly from the award or performance or attempted performance of any other Contract or Contracts on the project, or caused by any decision or omission of the *Contract Administrator* respecting the order of precedence in the performance of the Contracts other than for the extension of time.

**VALUATION OF  
CHANGES AND  
EXTRA WORK**

**9.0**

**Valuation Method**

9.2.1.3

***(add new clause 9.2.1.3 as follows)***

Should a lump sum method be used for determination of the value of a *Change*, the *Contractor* shall determine the value of the *Change* by calculating the cost for each item contained within the *Change* and applying a 10% mark up on all costs associated with the *Change* for Overhead and Profit. All costs are required to be supported by documentation satisfactory to the *Contract Administrator* and all applicable rates are to be satisfactory to the *Contract Administrator*.

**FORCE ACCOUNT**

**10.0**

**Force Account  
Costs**

10.1.1.4

***(delete 10.1.1.4 and replace as follows)***

*Force Account Work* performed by a *Subcontractor* shall be paid for in the lesser of: (i) the amount as provided by subparagraphs (1), (2) and (3) of this GC, plus a markup of 5%, or (ii) the actual amount the *Contractor* pays the *Subcontractor* including a markup of 10% on such actual cost to cover all overhead and profit.

**DELAYS**

**13.0**

**Liquidated  
Damages for Late  
Completion**

13.9.1.1

***(delete 13.9.1.1 and replace as follows)***

as a genuine pre-estimate of the *Owner's* increased costs for the *Contract Administrator* and the *Owner's* own staff caused by such delay an amount of \$1,000 per day or pro rata portion for each calendar day that actual *Substantial Performance* is achieved after the *Substantial Performance Milestone Date*; plus

**PAYMENT**

**18.0**

**Holdbacks**

18.4.1

***(delete 18.4.1 and replace as follows)***

The *Owner* will retain a holdback but will not establish a Holdback Trust Account pursuant to Section 5 of the *Builders Lien Act*.

**Substantial  
Performance**

18.6.5

***(delete clause 18.6.5 and replace as follows)***

The *Owner* will release any builder's lien holdback on the 56th day following the date of *Substantial Performance*, or other date as required by law, but the *Owner* may holdback the amounts for any deficiencies or filed builders liens as provided in GC 18.4.2, GC 18.4.3 and 18.4.4, or the Maintenance Period Financial Security if not received by this date.

Payment Certifier	18.6.6	<p><b>(delete clause 18.6.6 and replace as follows)</b></p> <p>The <i>Contract Administrator</i>, as defined herein, shall be the <i>Payment Certifier</i> responsible under Section 7 of the <i>Builders Lien Act</i> for certifying <i>Substantial Performance</i> of the <i>Work</i> of the <i>Contractor</i>, but not the <i>Work</i> of <i>Subcontractors</i>. The <i>Contractor</i> shall co-operate with and assist the <i>Contract Administrator</i> by providing information and assistance in as timely manner as the <i>Contract Administrator</i> considers necessary to carry out the duties of the <i>Payment Certifier</i> for the Contract.</p> <p>The <i>Contractor</i> shall be the <i>Payment Certifier</i> responsible under Section 7 of the <i>Builders Lien Act</i> for certifying <i>Substantial Performance</i> of the <i>Work</i> of each <i>Subcontractor</i>. Prior to certifying completion for a <i>Subcontractor</i>, the <i>Contractor</i> shall consult with the <i>Contract Administrator</i> and obtain the <i>Contract Administrator's</i> comments on the status of completion by the <i>Subcontractor</i>, including any deficiencies or defects in the <i>Subcontractor's Work</i> noted by the <i>Contract Administrator</i>. The <i>Contractor</i> will indemnify and save the <i>Owner</i> harmless from any and all liability the <i>Owner</i> may have to anyone arising out of the certification by the <i>Contractor</i> of <i>Substantial Performance</i> for that <i>Subcontractor</i>.</p> <p>Notwithstanding any other provision of the <i>Contract</i>, no payments will be due or owing to the <i>Contractor</i> so long as a Lien filed by anyone claiming under or through the <i>Contractor</i> remains registered against the Project or any lands, or interest therein, on which <i>Work</i> for the project was performed. Failure of the <i>Contractor</i> to remove all Liens promptly will entitle the <i>Owner</i> to damages.</p>
<b>WORKERS COMPENSATION REGULATIONS</b>	<b>21.0</b>	
Contractor is "Prime Contractor"	21.2.2	<p><b>(add new clause 21.2.2 as follows)</b></p> <p>If the <i>Work</i> is being completed as part of a project for which the <i>Owner</i> already has a <i>Prime Contractor</i> designated then the <i>Contractor</i> will be responsible to ensure that they assume direction from the <i>Prime Contractor</i> as per the requirements of the Workers Compensation Act Part 3, Division 3, Section 118(1-3).</p>
<b>INSURANCE</b>	<b>24.0</b>	
Required Insurance	4.1.7	<p><b>(add new clause 24.1.7 as follows)</b></p> <p>The <i>Contractor</i> shall ensure the following are additional named insured under this contract:</p> <ul style="list-style-type: none"><li>• The City of Campbell River</li><li>• Highland Engineering Services Ltd.</li></ul>
<b>MAINTENANCE PERIOD</b>	<b>25.0</b>	
Correction of Defects	25.1.4	<p><b>(add new clause 25.1.4 as follows)</b></p> <p>The <i>Owner</i> is authorized to make repairs to defects or deficiencies if, ten days after giving written notice, the <i>Contractor</i> has failed to make or undertake with due diligence the required repairs. However, in the case of emergency where, in the opinion of the <i>Owner</i>, delay is not</p>



reasonable, repairs may be made without notice being sent to the *Contractor*. All expenses incurred by the *Owner* in connection with repairs made pursuant to GC 25 shall be paid by the *Contractor* and may be deducted from the Maintenance Security, or other holdbacks. The *Contractor* shall promptly pay any shortfall.

**Financial Security**      25.1.5

***(add new clause 25.1.5 as follows)***

within 10 days of the issue of the Certificate of Substantial Performance deliver to the Owner, a Maintenance Period Financial Security in the form of cash or a clean, irrevocable Letter of Credit in a form acceptable to the Owner in the amount of 5% of the Contract Price, issued by a major Canadian chartered bank which has a branch in Campbell River, payable to the Owner within the Maintenance Period.



## SUPPLEMENTARY SPECIFICATIONS

### TO BE READ IN CONJUNCTION WITH THE "MASTER MUNICIPAL CONSTRUCTION DOCUMENTS"

**Reference No.:** TENDER 17-59

**Contract:** ROBRON PARK FIELDHOUSE CIVIL

- General**
- 1.1
- a) Payments will be made on the basis of the unit prices bid in the Tender, and in accordance with Article 18 of the General Conditions.
  - b) The unit prices bid, unless specifically noted otherwise, shall include the supply of all *LABOUR, PLANT, MATERIAL* and *PRODUCT* equipment necessary to construct *THE WORK* in accordance with the specifications.
  - c) The prices bid for supply and installation shall be full compensation for supplying, hauling, installing, cleaning, testing, and placing in service together with all other work subsidiary and incidental thereto for which separate payment is not provided elsewhere.
  - d) Other materials on site, whether existing structures, vegetation, topsoil, gravel, sand or other excavated or piled materials, are the property of the *OWNER* or of the owner of the land on which *THE WORK* is located. Only those materials specifically noted in the specification or on drawings, as belonging to the *CONTRACTOR* shall become the *CONTRACTOR*'s property.
  - e) Where there are excess excavated materials, unsuitable materials excavated or materials of any kind that are excavated but not used in *THE WORK*, such materials are not the property of the *CONTRACTOR* unless authorized in writing by the *CONTRACT ADMINISTRATOR* or specified to be disposed of by the *CONTRACTOR*.
- Unit Price Contracts**
- 2.1
- a) Payments will be made on the basis of the following:
    - .1 Unit Price items in the Schedule of Quantities and Unit Prices.
    - .2 Changes in *THE WORK* for items not covered by unit prices, in accordance with Article 7 - *CHANGES IN THE WORK* of the General Conditions.
  - b) For each item in the Schedule of Quantities and Unit Prices, the *Contract Administrator* will, in cooperation with the *Contractor*, measure the quantity of the item completed at the end of the

payment period and this will be shown as a percentage of the work completed against the appropriate value for the lump sum assigned to the respective line item.

**Mobilization and Demobilization**

- 3.1 a) Mobilization and demobilization shall include the *Contractor's* costs of mobilization at the beginning of the project; and the costs of demobilization at the end of the project.
- b) Included in mobilization are such items as bonding, insurance, permits, moving personnel, materials and equipment to the site, setting up temporary facilities, First-Aid, Site Safety, temporary utilities and all preparation for performing *THE WORK*.
- c) Included in demobilization are preparation and submission of operation and maintenance manuals, As-Constructed Record Drawings, comprehensive Bill Of Materials, removal of all personnel, materials and equipment; and cleanup of the site and *THE WORK*.
- d) The lump sum price bid for this work shall be relative to the costs involved but shall not exceed ten percent of the Tender Price.
- e) Payment will be made as follows, as approved by the *CONTRACT ADMINISTRATOR*:
- I. 60% of the lump sum bid will be included in the first progress payment certificate;
  - II. 40% of the lump sum bid will be included in the final progress payment certificate.

The *CONTRACT ADMINISTRATOR* may at his discretion recommend partial payment if mobilization or demobilization is not complete.

- f) With respect to Division 1 General Requirements, payment will be made as specified for demobilization and mobilization. The costs of other items specified under General Requirements shall be considered, as incidental to *THE WORK*; and separate payment will not be made for any other items of General Requirements.

**Dust Control**

- 4.1 During the performance of *THE WORK*, the *CONTRACTOR* is to at all times keep the worksite and such immediate surrounding areas which it may utilize free from waste materials, debris or rubbish and is to employ adequate dust control measures. Water shall be the only material acceptable for dust suppression. If accumulation of such materials, debris, rubbish or dust constitutes a nuisance or safety hazard or is otherwise objectionable in any way, as reasonably determined by the *OWNER* or *CONTRACT ADMINISTRATOR*, the *CONTRACTOR* is to promptly remove it. If any claim, suit, losses, or action is brought by a person affected by the transportation of materials, equipment, goods or wastes to and

from the worksite, the *CONTRACTOR* shall defend, indemnify and hold harmless all indemnified parties.

**Underground  
Utilities**

- 5.1 It is the *CONTRACTOR'S* responsibility wherever necessary to determine location of existing pipes, valves, conduits, vaults, 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. The *CONTRACTOR* shall notify the *CONTRACT ADMINISTRATOR* or his representative of any conflicts.

The *CONTRACTOR* shall, at his own expense, provide for the uninterrupted flow of all watercourses, sewers, drains, and any other utility encountered during the work. Water control and siltation control shall be under the direction of a qualified environmental monitor engaged by the *CONTRACTOR*.

When any existing mains and/or service pipes, utility ducts, vaults or other utility structures are encountered, the *CONTRACTOR* shall support them to the satisfaction of the *CONTRACT ADMINISTRATOR* so as to protect them from injury. The *CONTRACTOR* shall, at his own expense, at once repair and make good any injury which may occur to any mains, service or utility pipes or ducts, or facilities, or to any electrical conductor, telephone, cable or natural gas facility or to any sidewalk, crosswalk as a result of this operation.

Support of power, telephone poles, underground mains, wiring and light standards required to complete the work, shall be the responsibility of the *CONTRACTOR* and completed in accordance with utility company standards. The *CONTRACTOR* shall schedule the work with the appropriate utility company in advance, so as not to delay the work. All costs associated with the work shall be considered incidental and no separate payment be made for this item.

**Construction  
Surveys**

- 6.1 The *CONTRACTOR is responsible for all survey layout, including stakes, hubs, and grade control*. The *CONTRACTOR* shall survey and layout the work including, but not limited to, as-built invert elevations, offsets and stations of all grade changes, miscellaneous appurtenances, and all existing utilities exposed during construction. The *CONTRACTOR* shall provide all stakes, hubs, nails, flagging, and including the supply of casual labour for checking of the work, as required by the *CONTRACT ADMINISTRATOR*. The *CONTRACTOR* shall provide the *CONTRACT ADMINISTRATOR* with records of the actual surveys, and "as-built" information pick-up. No separate or additional payment will be made for this work.

**General  
Coordination**

- 7.1 The *CONTRACTOR* shall work cooperatively with B.C. Hydro, Telus, Shaw and Fortis to locate private utility ducting. No additional payment shall be made for this work.

**Supplementary  
Specifications**

8.1 The following Supplementary Specifications are complementary to the MMCD.

<b>Section</b>	<b>Title</b>
01 31 00	Construction Schedule & Progress Reports
01 57 00	Traffic Regulation
03 30 20	Concrete Walks, Curbs & Gutters
31 23 01	Excavating, Trenching and Backfilling
31 24 13	Roadway Excavation, Embankment and Compaction
32 12 16	Hot-Mix Asphalt Concrete Paving
33 30 01	Sanitary Sewers
33 44 01	Manholes & Catchbasins

## 1.0 GENERAL

### 1.1 Description

- .1 Prepare a time-scaled network schedule using the critical path method. The schedule will provide a basis for determining the progress status of the project relative to the completion time and specific dates and for determining the acceptability of the *CONTRACTOR*'s requests for payment.

### 1.2 Schedules

- .1 Depict all significant construction activities, shop drawing submittals and procurement activities. Show the dependencies between activities so that it may be established what effect the progress of any one activity has on the schedule.
- .2 Show completion time and all specific dates and sequencing requirements. Identify activities making up the critical path.
- .3 Unless specifically approved by the *CONTRACT ADMINISTRATOR*, show activities on the schedule with a duration not longer than 15 working days or an assigned value not greater than \$100,000 (except activities showing only submittal, fabrication or delivery of material or equipment). Divide activities which exceed these limits into more detailed components. Base the scheduled duration of each activity on the work being performed during the normal 40 hour work week with allowances made for legal holidays and normal weather conditions.

### 1.3 Submittals for Review

- .1 Within 10 days of the Notice of Award submit a construction schedule as specified herein showing in detail all procurement and on-site construction activities.
- .2 The *CONTRACT ADMINISTRATOR* will review the submitted schedule within 14 working days of its receipt. If the *CONTRACT ADMINISTRATOR* finds that the submitted schedule does not comply with the specified requirements, or does not provide an acceptable schedule detail, the deficiencies will be identified in writing to the *CONTRACTOR* for correction and re-submittal. Correct and resubmit the schedule within 10 working days after the deficiencies have been identified by the *CONTRACT ADMINISTRATOR*.

#### **1.4 Schedule Revisions**

- .1 Submit proposed revisions to the accepted construction schedule to the *CONTRACT ADMINISTRATOR* for review. Changes in timing for activities may be modified with agreement of the *CONTRACTOR* and *CONTRACT ADMINISTRATOR*. A change affecting the Contract Price, the completion time, or work sequencing may be made only by approved change order.
- .2 Add separate activities to the construction schedule for each approved change order.
- .3 Should the actual sequence of work performed by the *CONTRACTOR* deviate from the planned sequence indicated in the accepted schedule, the *CONTRACT ADMINISTRATOR* may require the *CONTRACTOR* to revise the schedule to reflect changes in the actual sequence and/or the future sequence of work.
- .4 Within 20 days following approval of the *CONTRACTOR*'s testing and commissioning plan submit a schedule revision incorporating the approved plan into the construction schedule.
- .5 Submit with each schedule revision all information as called for in submitting the original construction schedule.

#### **1.5 Progress Status Update**

- .1 Submit an updated schedule on a monthly basis concurrent with the submittal of the progress payment request. Indicate on the updated schedule progress achieved to date on all activities.

#### **2.0 PRODUCTS**

- .1 Not Used

#### **3.0 EXECUTION**

- .1 Not Used

**END OF SECTION 01 31 00**

### 1.1 Traffic Control

- .1 Vehicular and pedestrian traffic shall be controlled and managed at all times. Signage, control devices and qualified traffic control personnel shall be utilized to maintain an orderly flow of traffic. The *CONTRACTOR* shall maintain uninterrupted access to all businesses and residences. The *CONTRACTOR* will be responsible for any and all local permits required to execute the work.

### 1.2 Traffic Management Plan

- .1 The *CONTRACTOR* shall prepare the Traffic Management Plan for traffic control during the construction for review by the *CONTRACT ADMINISTRATOR* and *OWNER*. The plan shall include measures to maintain 1-way alternating traffic (at a minimum) on Robron Road, maintain access to residences, schools and businesses and allow for safe pedestrian movement. The plan should be based on the **Guidelines for Traffic Management Plan** in Section 1.4 . The *CONTRACT ADMINISTRATOR* may request revisions to the plan as they see fit and no separate payment will be made for this work. The *CONTRACTOR* shall attempt to minimize the length of the work zone, so as not to disrupt more roadway than required. The *CONTRACTOR* shall ensure that all sub-contractors follow the traffic control plan.
- .2 A Draft of the Traffic Management Plan is to be submitted in accordance with SGC 4.3.12, and as per Item 5.1.1.e of the Form of Tender, within 10 days of receipt of the written Notice of Award. The *CONTRACTOR* will not be permitted to start any of the Work until the Traffic Management Plan has been approved by the *OWNER*.

### 1.3 Access

- .1 Uninterrupted access to the school and businesses adjacent to the work must be maintained at all times.

#### 1.4.1 Guidelines for Traffic Management Plan

- .1 Introduction

This document provides guidelines for the preparation of a detailed Traffic Management Plan (TMP) by the Contractor on the Robron Park Fieldhouse Civil project. The project scope consists of laying a new sanitary service within Robron Park, adjacent to Robron School and into Robron Road.

Robron Road is an urban collector road. The road serves as a route to the nearby Robron School as well as residential areas along Robron Road and the surrounding sub-divisions. The TMP must accommodate the safe and efficient movement of both pedestrian and vehicular traffic. The Contractor should refer to the Form of Tender, with regards to the submission of the TMP.



.2 Local Traffic Management

The closure of Robron Road will not be permitted. During working hours a single alternating through lane must be maintained for local traffic and emergency vehicles. Temporary traffic lanes must be controlled by qualified traffic control personnel. Outside of working hours the road is to be opened to two-way traffic. Any temporary road surface must be suitable for motorized or non-motorized traffic and provide a smooth transition between gravel, asphalt or concrete surfaces.

The Contractor must have traffic control personnel for the duration of the contract to control pedestrian traffic during the school rush times (07:30 - 09:00 and 14:00 - 15:30) at Robron Road site access point. Additional traffic control personnel are to direct traffic at this location and other locations as required when work is in their vicinity.

.3 Non-Motorized Traffic

Pedestrian and cyclist traffic should be accommodated by maintaining the sidewalks and using fencing and other protection measures to segregate this traffic and the construction activities. If, after undertaking their hazard assessment, the Contractor deems it necessary to close a section of sidewalk and eliminate non-motorized traffic through the work section, then application must be made to the City for approval detailing the reasons and assessment.

.4 Messaging

Effective messaging, advising traffic of the work, should be provided on:

- South Dogwood Street; and
- Robron Road.

**1.5 Personnel**

- .1 The *CONTRACTOR* shall ensure that qualified traffic control personnel are utilized on this project. The use of labourers or operators involved in the utilities work as flag-persons shall not be allowed.

**1.6 Payment**

- .1 Payment for Traffic Control will be as a lump sum as per the Schedule of Quantities and Prices. This item will be paid on a pro-rate basis, proportionally to the length of time taken to execute the work.

**END OF SECTION 01 57 00**

**1.4 Measurement and Payment**

**.4 (*Amend as follows*)**

Payment for hand formed curb shall be made by lump sum and shall include supply and placing of the concrete curb as shown on the Contract Drawings.

**END OF SECTION 03 30 20**

**1.8 Limitations of Open Trench**

**.4 (*Amend as follows*)**

Excavate trenches only as far in advance of pipe laying operation as safety, traffic, and weather conditions permit and, in no case, to exceed 30m. Before stopping work each day, completely backfill every trench or adequately protect all open trenches or excavations with approved fencing or barricades and, where required, flashing lights. Before stopping work on last day of work before each weekend or holiday, completely backfill every trench. If circumstances do not permit complete backfilling of all trenches and upon approval by the Contract Administrator, adequately protect all open trenches or excavations with approved fencing or barricades and, where required, flashing lights.

**1.10 Measurement & Payment**

**.4 (*Amend as follows*)**

Payment for removal and on-site disposal of disused AC pipe shall include crushing and burying of AC pipe as shown on Contract Drawings and supply of all necessary means of protection of workers from asbestos hazard. Payment will be in addition to trenchwork with no deduction of payment for such trenchwork. Payment shall be by lump sum.

**.9 (*Add*)**

Payment for exposing and locating existing utility lines will be made separately for each location regardless of depth, and will include exposing the utility, locating the utility using 3D survey instruments, and backfilling upon completion of the location work.

**3.1 Site Preparation**

**.2 (*Add to this clause*)**

Saw cutting along the permanent pavement reinstatement lines as per the trench and pavement reinstatement detail (sheet 2) for pipe laying work is not permitted.

**END OF SECTION 31 23 01**

**1.8 Measurement & Payment**

**.14 (Add)**

Payment for removal and off-site disposal of existing fence posts will be made by lump sum and will include removal of post and post base, restoration of hole (if hole is outside limit of pipe laying trench), and off-site disposal of posts and post bases. If hole is within limit of pipe laying trench, restoration will be included under payment for Sanitary Sewer pipe.

**END OF SECTION 31 24 13**

**1.5 Measurement and Payment**

.9 *(Add)*

Payment for Coordination with Owner's Asphalt Concrete Paving Contractor will be made by lump sum, and will be paid upon completion of all paving works. This item shall include all work necessary to coordinate scheduling of paving work with the Owner's Asphalt Concrete Paving Contractor and coordinate surface preparation in advance of paving works as shown on the Contract Drawings.

The Contractor is responsible for maintaining the surface until the asphalt concrete has been placed.

**END OF SECTION 32 12 16**

**1.6 Measurement and Payment**

.2 (*Add after 'disposal of surplus excavated material,'*)

repair and reinstatement of all damaged irrigation lines,

.8 (*Add*)

Payment for capping existing sanitary lines will be made separately for each location and will include cleaning of existing pipe and supply and placement of concrete plug.

.9 (*Add*)

Payment for capping new sanitary line will be made separately for each location and will include supply and placement of an end cap approved by the Contract Administrator and a marker post as shown on the Contract Drawings.

**3.3 Trenching**

.3 (*Add*)

Due to the location of the trenching work within a busy public park, the Contractor is required to backfill or fence all trench work in accordance with Supplementary Specification 31 23 01S – Excavating, Trenching and Backfilling – Paragraph 1.8S. Limitations of Open Trench.

**END OF SECTION 33 30 01**

**1.5 Measurement and Payment**

1.1 *(Amend as follows)*

Payment for manhole base, slab, lid, slab, frame and cover includes all components shown on Standard Detail Drawings for manholes including riser sections.

1.2 *(Amend as follows)*

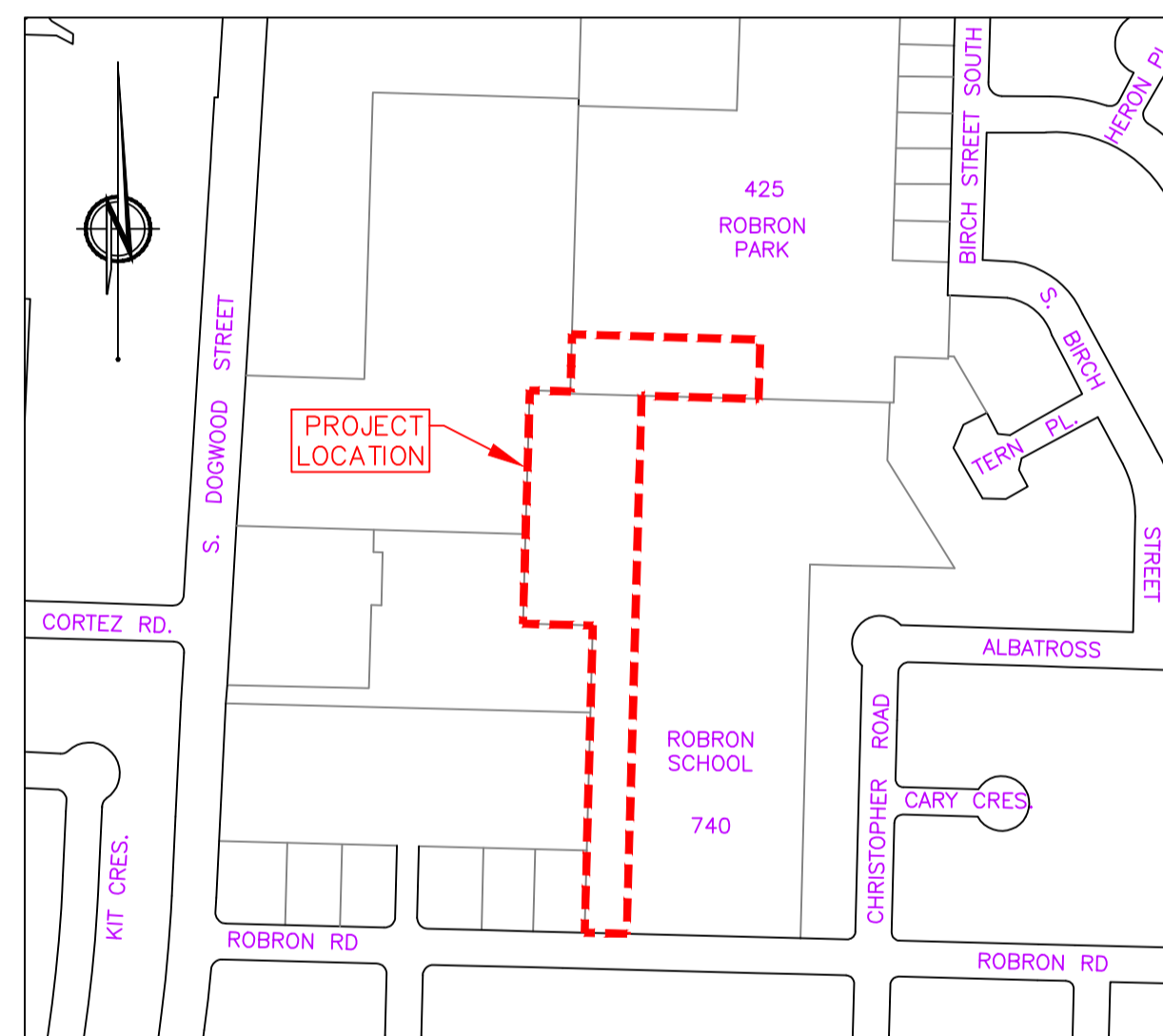
Payment for manhole riser sections will be included in 1.5.1.1, and will be for risers of standard or non-standard heights required to complete manhole from specified invert to finished level.

**END OF SECTION 33 44 01**

# ROBRON PARK SANITARY SEWER SERVICE

Prepared For:  
CITY OF CAMPBELL RIVER

SEPTEMBER 2017



LOCATION PLAN  
NTS

## GENERAL NOTES

ALL ELEVATIONS ARE GEODETIC BASED ON INTEGRATED SURVEY MONUMENT 79H9119 (ELEV:93.729) LOCATED AT THE INTERSECTION OF CHRISTOPHER ROAD & ALBATROSS

**LEGAL DESCRIPTION**  
LOT A, SECTION 32, TOWNSHIP 1, COMOX LAND DISTRICT, PLAN 32545  
LOT B, SECTION 32, TOWNSHIP 1, COMOX LAND DISTRICT, PLAN 33326

**SPECIFICATIONS, PERMITS AND SAFETY**  
ALL CONSTRUCTION TO BE IN ACCORDANCE WITH THE MASTER MUNICIPAL SPECIFICATIONS MMCD PLATINUM EDITION VOLUME II AND STANDARD DETAIL DRAWINGS AND THE CITY OF CAMPBELL RIVER CONSTRUCTION SPECIFICATION (2010). THE CONTRACTOR IS RESPONSIBLE FOR ALL SAFETY ONSITE AND UNDER CITY PERMITS OFFSITE. THE CONTRACTOR SHALL RESTORE ANY DAMAGE TO EXISTING STRUCTURES OR SURFACE FEATURES TO ORIGINAL CONDITION OR BETTER FOLLOWING CONSTRUCTION. TRAFFIC CONTROL IS THE RESPONSIBILITY OF THE CONTRACTOR AND THE CONTRACTOR SHALL COMPLY WITH THE OCCUPATIONAL HEALTH AND SAFETY REGULATIONS UNDER THE JURISDICTION OF WORKSAFE BC AND THE INSTRUCTIONS OUTLINED ON THE CITY ROAD RIGHT-OF-WAY PERMIT AND TRAFFIC OBSTRUCTION PERMIT ISSUED BY THE CITY. THE CONTRACTOR IS TO HAVE ON-SITE, A COPY OF THE CURRENT "BC TRAFFIC CONTROL MANUAL FOR WORK ON ROADWAYS" AS PUBLISHED BY THE MINISTRY OF TRANSPORTATION. A TRAFFIC MANAGEMENT PLAN SHALL BE SUBMITTED AND APPROVED BY THE CITY PRIOR TO CONSTRUCTION ON A CITY RIGHT-OF-WAY. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR OBTAINING ANY NECESSARY PERMITS REQUIRED TO COMPLETE THE WORKS

**EXISTING UTILITIES**  
LOCATIONS OF EXISTING UTILITIES SHOWN ARE DERIVED FROM FIELD SURVEY, AS CONSTRUCTED DRAWINGS AND THIRD PARTY SOURCES. THIS INFORMATION CANNOT BE GUARANTEED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATIONS OF ALL UTILITIES AT THE START OF THE CONTRACT AND INFORM THE ENGINEER OF ANY DISCREPANCY.

**SANITARY SEWER AND STORM DRAIN**  
ALL SANITARY AND STORM MANHOLES ARE TO BE 1050mm IN DIAMETER EXCEPT WHERE NOTED. ALL PIPE TYPES AND SIZES ARE AS SHOWN ON THE DRAWINGS. THERE SHALL BE NO SUBSTITUTIONS WITHOUT THE WRITTEN CONSENT OF THE CIVIL ENGINEER. GASKETED MOLDED FITTINGS SHALL BE USED AT ALL TEES, WYES, BENDS AND TERMINAL ENDS.

**POWER, TELEPHONE, CABLEVISION AND NATURAL GAS**  
THE CONTRACTOR WILL BE REQUIRED TO INSTALL ALL WORKS ASSOCIATED WITH POWER, TELEPHONE, CABLE AND NATURAL GAS OR TO MAKE ACCOMMODATION FOR THE INSTALLATION OF THESE SERVICES DURING THE COURSE OF CONSTRUCTION.

**SEDIMENT AND DRAINAGE MANAGEMENT**  
THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ANY AND ALL DISCHARGES OF DELETERIOUS MATERIALS FROM THE SITE WHETHER THE CONTRACTOR IS WORKING OR NOT AND MUST BE PREPARED FOR POOR WEATHER CONDITIONS.

THE SITE DRAINS INTO FISH BEARING AND AQUATIC HABITAT WATERS. THE CITY OF CAMPBELL RIVER, THE MINISTRY OF ENVIRONMENT AND THE DEPARTMENT OF FISHERIES AND OCEANS REQUIRE THAT SEDIMENT CONTROL FACILITIES MUST BE PROVIDED AND MAINTAINED ON THIS SITE TO ENSURE THAT NO CONSTRUCTION OR EXCAVATION MATERIAL, WASTE, OVERBURDEN, SOIL OR OTHER MATERIAL DELETERIOUS TO AQUATIC LIFE ARE ALLOWED TO ENTER INTO ANY WATERCOURSE OR STORM SEWER SYSTEM. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE AND MAINTAIN SUCH FACILITIES DURING CONSTRUCTION.

THE CONTRACTOR SHALL NOT BE PERMITTED TO DISCHARGE SEDIMENT OR OTHER MATERIAL DELETERIOUS TO FISH FROM THE SITE THROUGH THE STORM DRAINAGE SYSTEM OR THROUGH TRACKING OF MATERIAL ONTO CITY STREETS. THE CONTRACTOR SHALL UNDERTAKE SEDIMENT AND DRAINAGE MANAGEMENT OF THIS SITE IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THE FOLLOWING PUBLICATIONS.

1. LAND DEVELOPMENT GUIDELINES, FISHERIES AND OCEANS CANADA, MINISTRY OF ENVIRONMENT, 1993.
2. INTEGRATED STORM WATER MANAGEMENT PLAN - SINMS CREEK, URBAN SYSTEM, MAY 2005
3. CITY OF CAMPBELL RIVER, DESIGN STANDARDS, 2010 PART 5, EROSION AND SEDIMENT CONTROL.

THE CONTRACTOR SHALL UNDERTAKE ALL WORKS AS NECESSARY TO CONTROL ALL AIRBORNE MATERIALS AND SEDIMENTS TO COMPLY WITH THE REFERENCED STANDARDS.

## OTHER NOTES

1. THE CONTRACTOR SHALL ENSURE THAT THE QUALITY OF WATER LEAVING THE SITE SHALL NOT CONTAIN MORE THAN 25ppm TOTAL SUSPENDED SOLIDS ABOVE BACKGROUND LEVELS IN RECEIVING WATER AND 75ppm TOTAL SUSPENDED SOLIDS ABOVE BACKGROUND LEVELS IN RECEIVING WATER DURING STORM EVENTS. HIGHLAND WILL MONITOR DURING RAIN EVENTS.
2. COVER ALL MATERIAL STOCKPILES WITH POLYETHYLENE SHEET AND SECURE AGAINST WIND.
3. SEDIMENT AND EROSION CONTROL MEASURES SHOWN ON THIS PLAN SHALL BE IMPLEMENTED BY THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR ADDITIONAL CONTROLS AS REQUIRED BY THE COURSE OF CONSTRUCTION.
4. POST "CONSTRUCTION SITE", "DANGER" AND "NO ACCESS" SIGNS ON FENCE AT 30m INTERVALS AND ON GATES. FENCE ACTIVE WORK AREA ONLY
5. THE CONTRACTOR SHALL SUBMIT IN WRITING TO THE CONTRACT ADMINISTRATOR ANY PROPOSED DEVIATION FROM THE SEDIMENT AND DRAINAGE MANAGEMENT PLAN FOR REVIEW AND ACCEPTANCE PRIOR TO IMPLEMENTATION.
6. THE CONTRACTOR SHALL KEEP ON SITE A FUEL AND OIL SPILL CLEANUP KIT THAT IS READILY AVAILABLE FOR DEPLOYMENT.
7. REPORT ANY FUEL OR OIL SPILLS TO THE CONTRACT ADMINISTRATOR IMMEDIATELY.
8. DURING WET WEATHER, SWEEP ROADS AND PARKING AREAS DAILY AND DISPOSE OF MATERIALS IN A SUITABLE LOCATION.
9. INLET PROTECTION (LAYFIELD CATCH BASIN SEDIMENT TRAPS) IN ALL CB'S WITHIN 75m OF SITE.

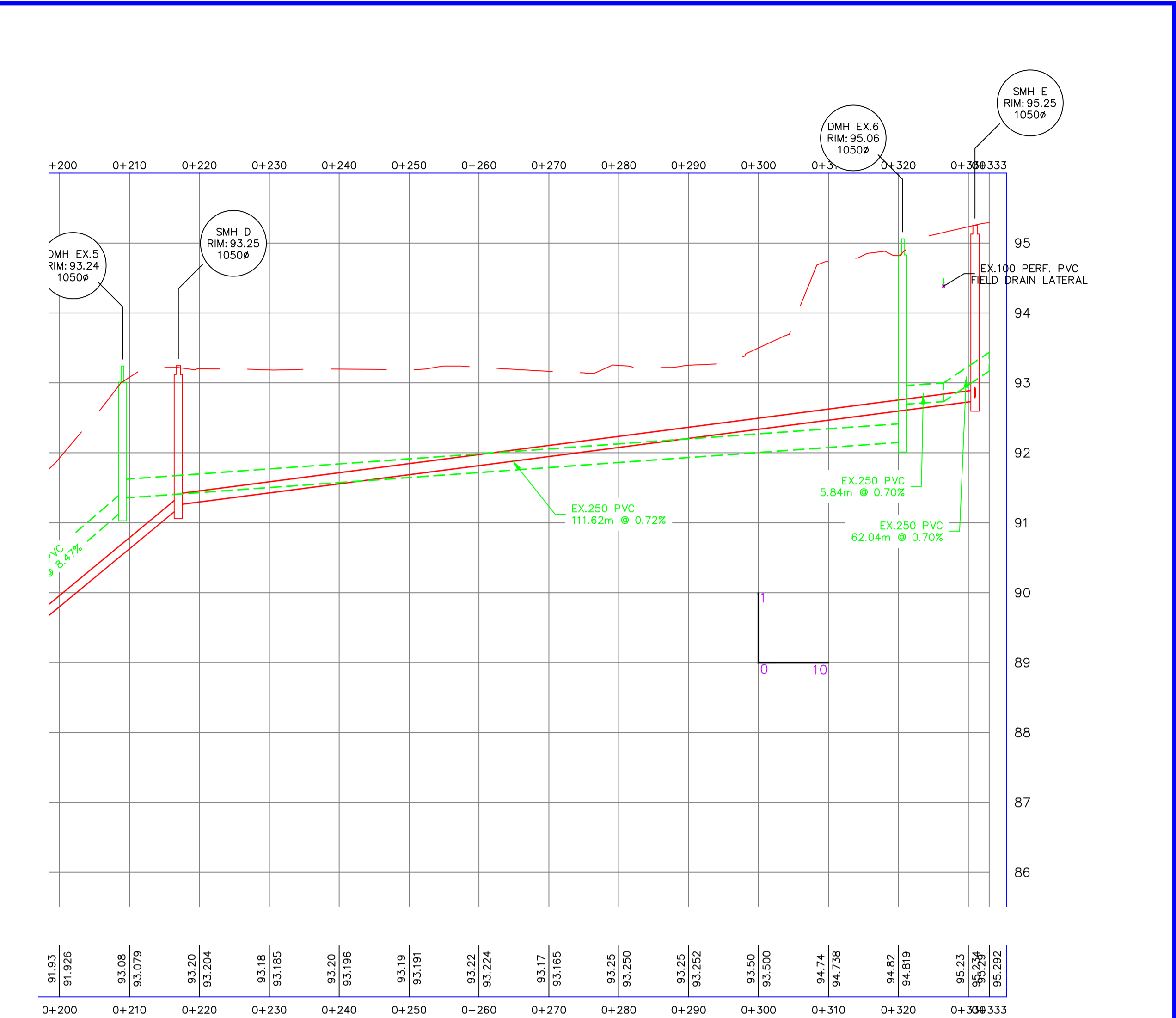
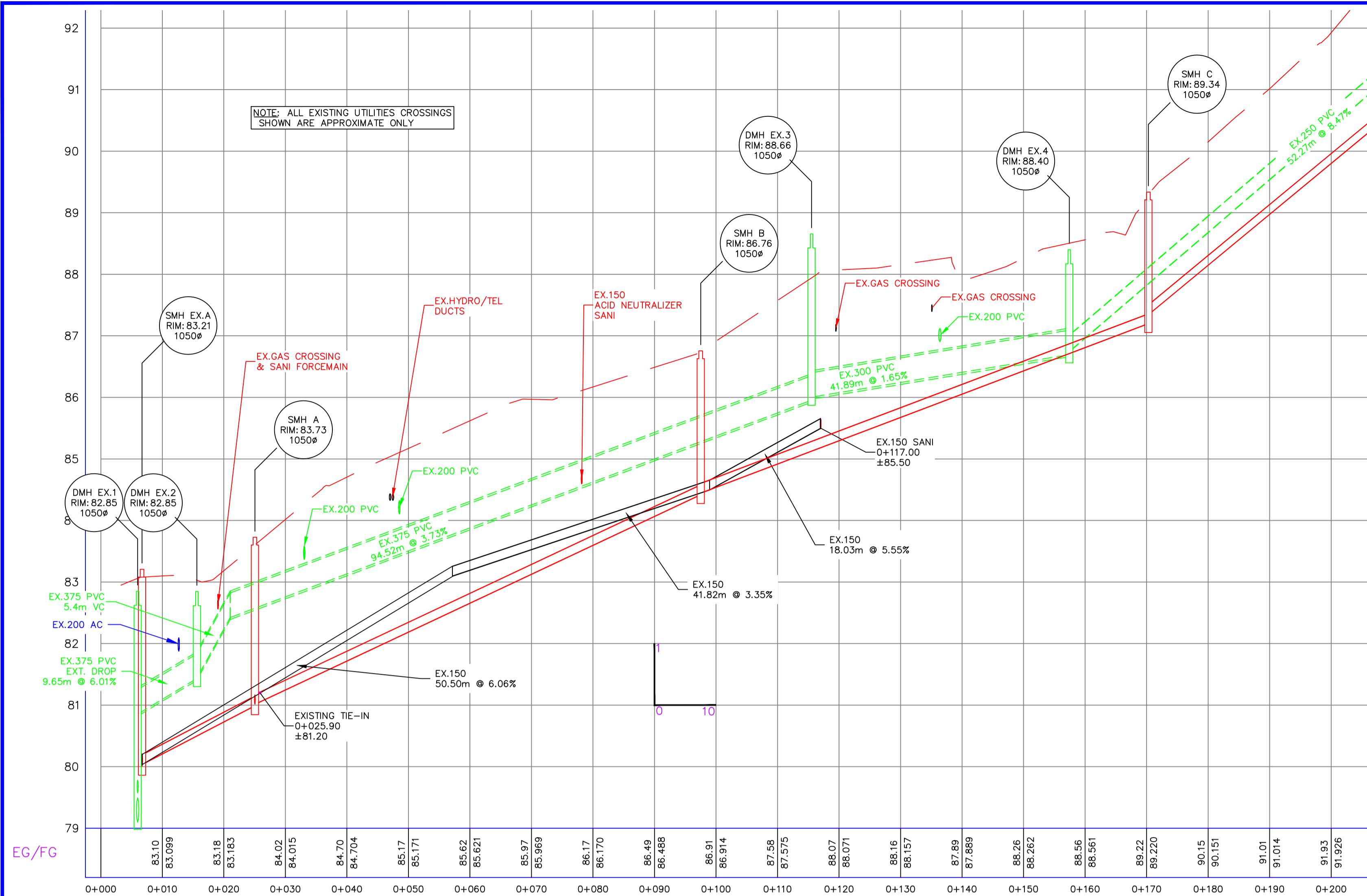
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SHEET #	DESCRIPTION	ISSUE
0	COVER & GENERAL NOTES	
1	SANITARY PLAN & PROFILE - ROBRON SCHOOL S.R.W.	2
2	SANITARY PLAN & PROFILE - ROBRON SCHOOL S.R.W. TO END	

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Engineering Services Ltd.

#104-950 Alder Street, (250) 287-2825  
Campbell River, B.C., V9W 2P8 highland@highland-eng.ca  
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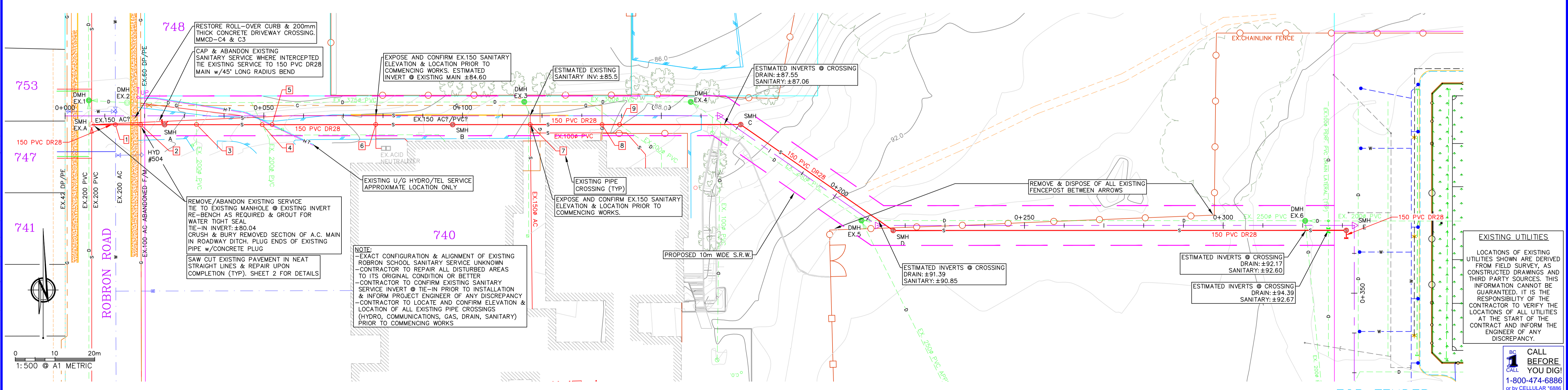
Project: 4078  
CCR FILE No.16-19





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	91.93 91.926	93.08 93.079	93.20 93.204	93.18 93.185	93.20 93.196	93.19 93.191	93.22 93.224	93.17 93.165	93.25 93.250	93.25 93.252	93.50 93.500	94.74 94.738	94.82 94.819	95.23 95.224	95.25 95.252
	0+200	0+210	0+220	0+230	0+240	0+250	0+260	0+270	0+280	0+290	0+300	0+310	0+320	0+330	0+333

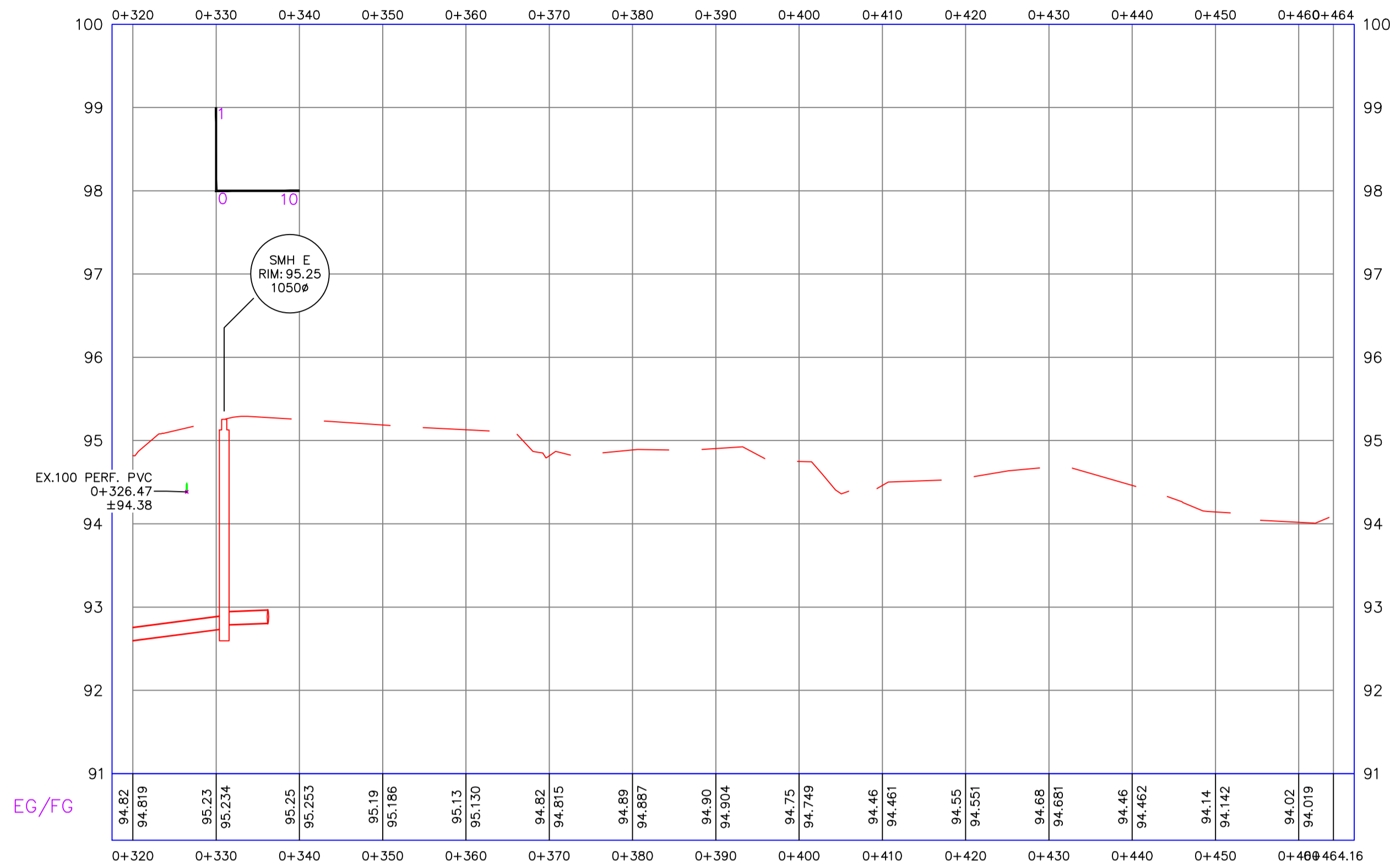


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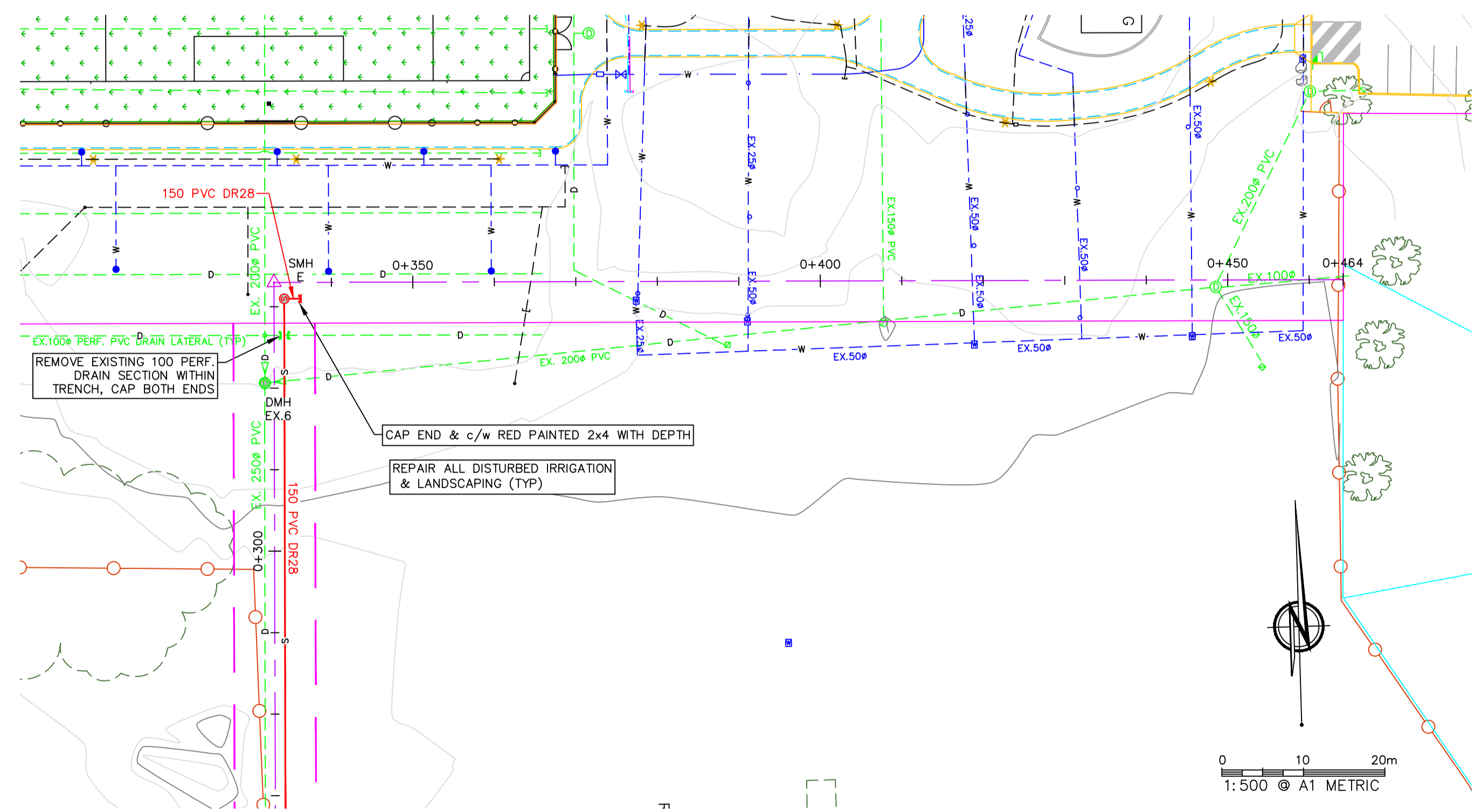
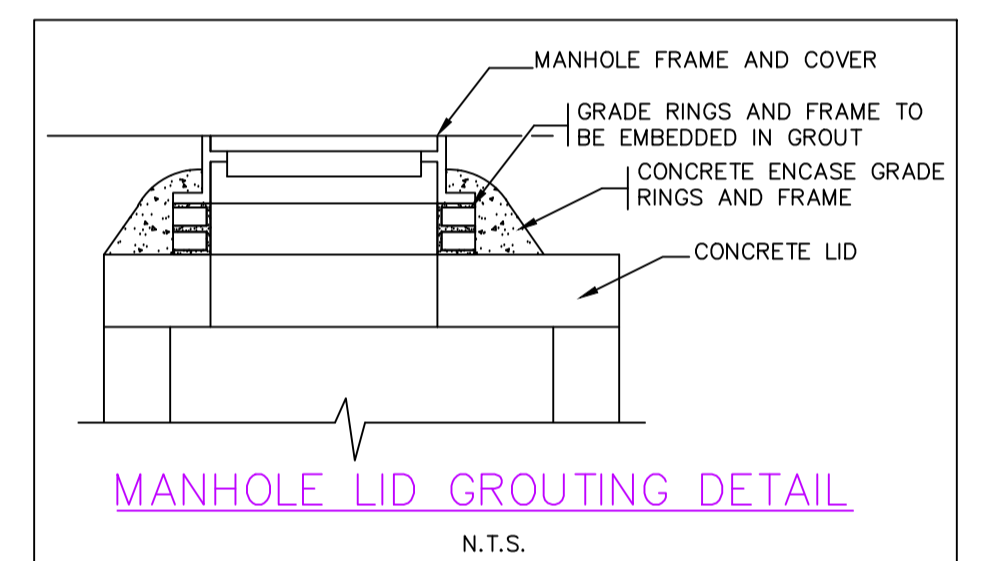
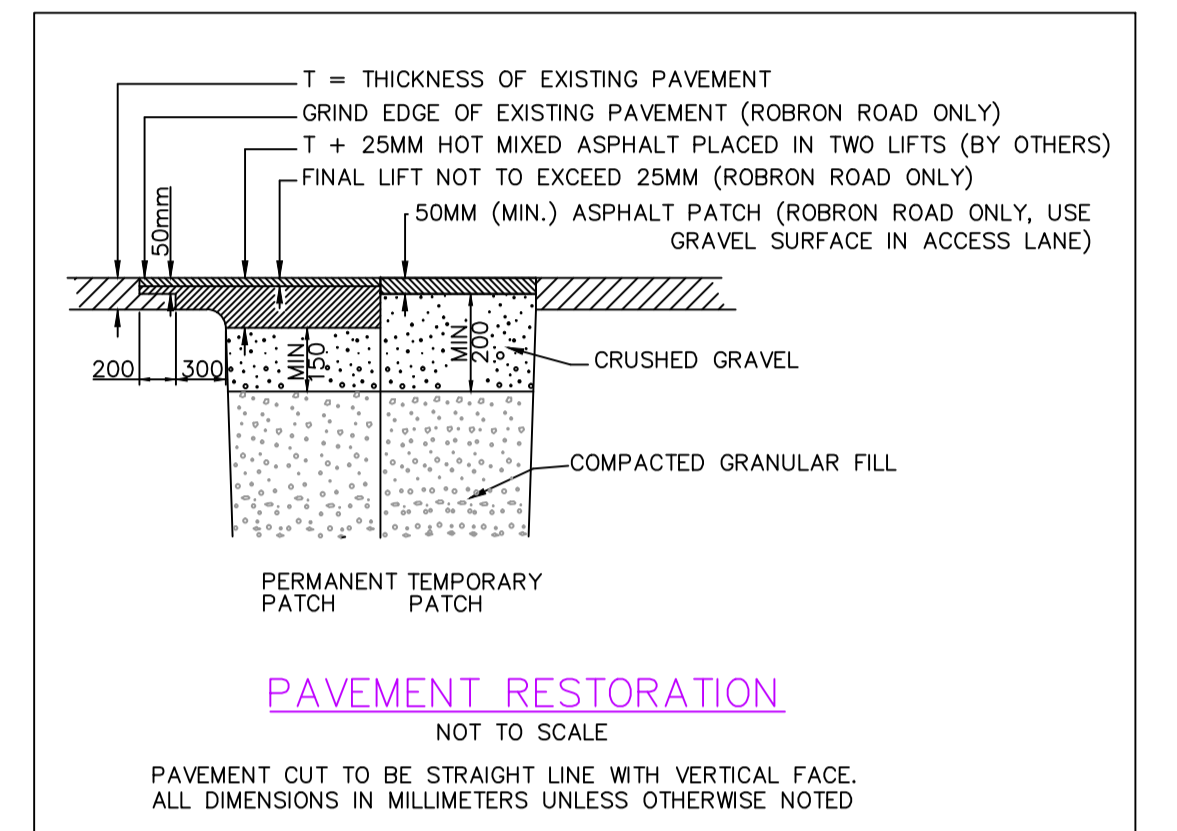
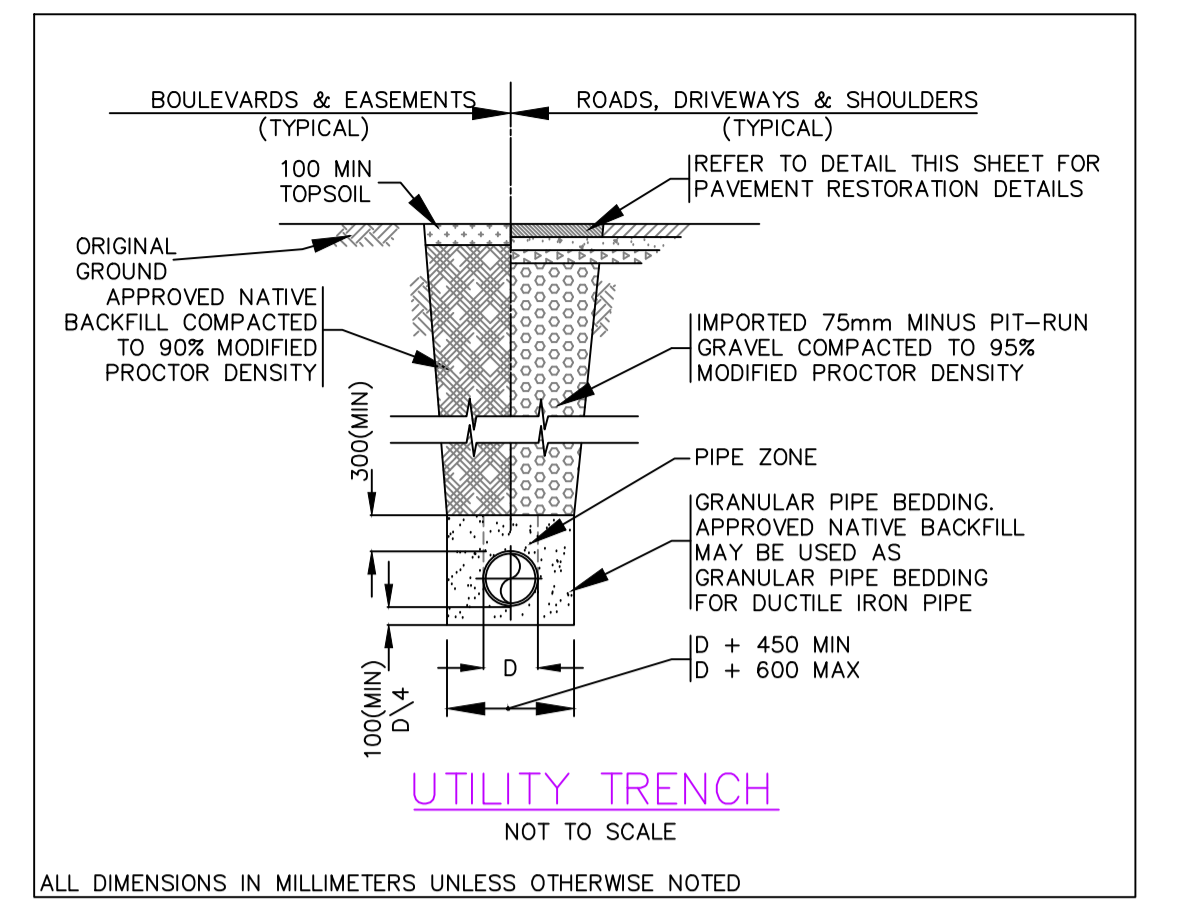
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 2017

DESTROY PRINTS OF PREVIOUS REVISION

SANITARY PROFILE



SANITARY		2.00m @ 1.00% 150 PVC DR28	
S: 92.74	E: 92.79		
W: 92.81			
113.99m @ 1.30% 150 PVC DR28			



**EXISTING UTILITIES**  
 LOCATIONS OF EXISTING UTILITIES SHOWN ARE DERIVED FROM FIELD SURVEY, AS CONSTRUCTED DRAWINGS AND THIRD PARTY SOURCES. THIS INFORMATION CANNOT BE GUARANTEED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATIONS OF ALL UTILITIES AT THE START OF THE CONTRACT AND INFORM THE ENGINEER OF ANY DISCREPANCY.

BC CALL BEFORE YOU DIG!  
 1-800-474-6886  
 or by CELLULAR 6888  
CALL AT LEAST 3 FULL WORKING DAYS BEFORE YOU DIG!

NO.	ISSUE	BY	YY/MM/DD	EXISTING	LEGEND	DESIGN	EXISTING	LEGEND	DESIGN	EXISTING	LEGEND	DESIGN	EXISTING	LEGEND	DESIGN	EXISTING	LEGEND	DESIGN
2	FOR TENDER	HT	17/09/08															
1	100% SUBMISSION	HT	17/08/31															

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 Engineering Services Ltd.  
 #104-950 Alder Street, Campbell River, B.C. V9W 2P8  
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FOR TENDER

TITLE: **CITY OF CAMPBELL RIVER**  
 ROBRON PARK SANITARY SEWER SERVICE  
 425 MERCROFT ROAD  
 CAMPBELL RIVER, BC

SANITARY PLAN & PROFILE - ROBRON SCHOOL S.R.W. TO END

CITY DWG #	17-517
PROJECT:	4078
SHEET	2 OF 2
ISSUE	2

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