



*Owner:* Resort Municipality of Whistler  
(NAME OF OWNER)

*Contract:* S115 - Blueberry Pump Station  
(TITLE OF CONTRACT)

Reference No. 5330-02-1035  
(OWNER'S CONTRACT REFERENCE NO.)

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**Owner:** Resort Municipality of Whistler  
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**Contract:** S115 - Blueberry Pump Station  
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**Reference No.** 5330-02-1035  
(OWNER'S CONTRACT REFERENCE NO.)

**The Owner invites tenders for:** Project works described below:

Construction works at the Blueberry Pump Station to address stormwater runoff issues and foundation settlement.

- Construction of ~90 ln.m of ditch to divert water around the pump station
- Installation of gutters system on pump station roof including tie-in to drainage sump c/w 150mmØ ductile iron pipe lead
- Removal and replacement of 150mm thick reinforced concrete slab around pump station wet well
- Installation of 10 micro-piles to support pump station foundation
- Site grading and restoration

(BRIEF DESCRIPTION OF THE WORK)

**Contract Documents are available during normal**

**business hours at:** This Tender is being issued electronically through the RMOW website ([www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca)) where any interested party may download the Tender documents directly from the aforementioned website. No registration, tracking or other recording of Tender document holders will be performed by the Resort Municipality of Whistler. All addenda, amendments or further information will be published on the BC Bid website. It is the sole responsibility of the Tenderer to monitor the website regularly to check for updates.

(LIST ADDRESSES FOR DOCUMENT PICKUP)

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

Resort Municipality of Whistler  
Municipal Hall  
4325 Blackcomb Way  
Whistler, BC V0N 1B4  
(ADDRESS WHERE CONTRACT DOCUMENTS CAN BE VIEWED)

**Tenders are scheduled to close:**

**Tender Closing Time:** 2:00pm local time

**Tender Closing Date:** March 24<sup>th</sup>, 2025

**Address:** Resort Municipality of Whistler  
[fcmcapitalprojects@whistler.ca](mailto:fcmcapitalprojects@whistler.ca)  
(E-MAIL WHERE TENDERS MUST BE SUBMITTED ELECTRONICALLY)

**Name of Owner's**

**representative:** Rob Dos Santos, ASCT  
Senior Project Manager  
[RDosSantos@binnie.com](mailto:RDosSantos@binnie.com)  
778-945-6110  
(PHONE)

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

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

**Owner:** Resort Municipality of Whistler  
(NAME OF OWNER)

**Contract:** S115 – Blueberry Pump Station  
(TITLE OF CONTRACT)

**Reference No.** 5330-02-1035  
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**1.0 Introduction 1.1 Project works described below:**

Construction works at the Blueberry Pump Station to address stormwater runoff issues and foundation settlement.

- Construction of ~90 ln.m of ditch to divert water around the pump station
- Installation of gutters system on pump station roof including tie-in to drainage sump c/w 150mmØ ductile iron pipe lead
- Removal and replacement of 150mm thick reinforced concrete slab around pump station wet well
- Installation of 10 micro-piles to support pump station foundation
- Site grading and restoration

(BRIEF DESCRIPTION OF THE WORK)

**1.2** Direct all technical inquiries regarding the *Contract*, to:  
Rob Dos Santos, ASCT  
Senior Project Manager  
(NAME AND POSITION OF INDIVIDUAL WHO WILL ANSWER INQUIRIES)

**Address:** R.F. Binnie & Associates  
201-40147 Glenalder Place  
Squamish, BC V8B 0G2

**Phone:** 604-935-8373

**Email:** [rdossantos@binnie.com](mailto:rdossantos@binnie.com)

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

Marc Freno, Capital Projects Supervisor  
Capital Projects Manager, Infrastructure Services  
(NAME AND POSITION OF INDIVIDUAL WHO WILL ANSWER INQUIRIES)

**Address:** Resort Municipality of Whistler  
4325 Blackcomb Way  
Whistler, BC V0N 1B4  
(E-MAIL WHERE INQUIRIES MUST BE SUBMITTED ELECTRONICALLY)

**Phone:** 604-905-9462

**Email:** [fcmcapitalprojects@whistler.ca](mailto:fcmcapitalprojects@whistler.ca)

- 2.0 Tender Documents**
- 2.1 The tender documents which a tenderer should review to prepare a tender consist of all of the *Contract Documents* listed in Schedule 1 entitled “Schedule of Contract Documents”. Schedule 1 is attached to the Agreement which is included as part of the tender package. The *Contract Documents* include the drawings listed in Schedule 2 to the Agreement, entitled “List of *Contract Drawings*”.
- 2.2 A portion of the *Contract Documents* are included by reference. Copies of these documents have not been included with the tender package. These documents are the Instructions to Tenderers - Part II, General Conditions, Specifications and Standard Detail Drawings. They are those contained in the publication entitled “Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings”. Refer to Schedule 1 to the Agreement or, if not specified in Schedule 1, then the applicable edition shall be the most recent edition as of the date of the *Tender Closing Date*. All sections of this publication are by reference included in the *Contract Documents*.
- 2.3 Any additional information made available to tenderers prior to the *Tender Closing Time* by the *Owner* or representative of the *Owner*, such as geotechnical reports or as-built plans, which is not expressly included in Schedule 1 or Schedule 2 to the Agreement, is not included in the *Contract Documents*. Such additional information is made available only for the assistance of tenderers who must make their own judgment about its reliability, accuracy, completeness and relevance to the *Contract*, and neither the *Owner* nor any representative of the *Owner* gives any guarantee or representation that the additional information is reliable, accurate, complete or relevant.
- 3.0 Submission of Tenders**
- 3.1 Tenders must be submitted electronically to the email address noted below. The email should indicate the Contract Title and Contract No. (See Tender Documents cover page) in the subject line and the proponents full legal name in the body of the email. Tenderers should note that the maximum acceptable email size is 8MB. If greater than 8GB the Tenderer should email response in multiple emails with each email indicating the total number of emails being sent. All emails must be received prior to the Submission Deadline.
- on or before  
**Tender Closing Time:** 2:00pm local time  
**Tender Closing Date:** March 24, 2025
- at
- Address:** Resort Municipality of Whistler  
[fcmcapitalprojects@whistler.ca](mailto:fcmcapitalprojects@whistler.ca)
- (ADDRESS WHERE TENDERS MUST BE SUBMITTED)
- Fax:** n/a
- 3.2 Late tenders will not be accepted or considered.

**4.0 Supplemental  
Instructions  
to Tenderers**

- 3.3 Depending on the available funds to complete the work program, the scope of the work may be decreased due to budget constraints. The *Owner* reserves the right to reduce or remove projects based on available funds.

4.1 Completing the Form of Tender

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

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

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

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

4.2 Right to Accept or Reject Tenders

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

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

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

4.3 Award

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



The following amendments reference Instructions to Tenderers - Part II:

12.1S	Amendment of Tenders	Change “hand, mail or fax” to “hand” and add “An amendment by email or fax will not be accepted.”
15.4S	Award	<p>Insert the following clause:</p> <p>“The lowest or any tender will not necessarily be accepted. Without limiting the generality of the foregoing, any tender which is incomplete, obscure or irregular may be rejected, any tender having erasures or corrections in the Form of Tender: Appendix 1, Schedule of Quantities &amp; Prices may be rejected, any tender in which unit prices are omitted or in which unit prices are obviously unbalanced may be rejected, any tender accompanied by an insufficient bond may be rejected, any tender that has any deletions, alterations, or changes in the <i>Contract Documents</i> as listed in Schedule 1 and 2 of the Agreement may be rejected.”</p>
15.5S		<p>Insert the following clause:</p> <p>In exercising its discretion, the <i>Owner</i> will have regard to the information provided by the tenderer in the Appendices to the Form of Tender as described under IT 5.3, and may also have regard to any information obtained by the <i>Owner</i> in evaluation of such tender information, any information obtained by the <i>Owner</i> from any other person, firm or corporation relating to their previous experience with the tenderer, as well as the <i>Owner</i>’s previous relevant experience, if any, with the tenderer. In exercising this discretion the <i>Owner</i> may consider, but is not limited to, the following criteria in addition to the <i>Tender Price</i>.</p> <p>a) the proven experience of the tenderer, and any listed subcontractors to do the <i>Work</i>;</p>

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

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

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

Basis of Contract Award &  
Acceptance

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

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

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

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

4.4 Contract Time

The Tenderer may alter the contract time noted in the Form of Tender; however, he shall be responsible for inspection costs incurred for each working day beyond the noted time subject to the Provisions of the General Conditions. The applicable cost will be \$1,500.00 per working day.

4.5 Hours of Work

The hours of work for all project sections must not extend beyond 0700h and 2000h, inclusive, daily. The Contractor shall schedule his work within these hours and will not be permitted to commence work earlier than 0700h and/or work later than 2000h, except as authorized by the Contract Administrator.

No work on Saturdays, Sundays, or Statutory Holidays will be permitted except in case of emergency and then only with written permission of the Contract Administrator and to such extent as he deems necessary.

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

4.6 Budget Constraints

Depending on the available funds to complete the capital works program, the scope of work may be decreased due to budget constraints. The Owner reserves the right to reduce or remove projects based on available funds.

4.7 Note that the MMCD (this Contract is based on the **2009 Platinum Edition**) must be purchased separately from:

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

Phone: 604-681-0295  
Fax: 604-681-4545  
Email: [admin@mmcd.net](mailto:admin@mmcd.net)

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

**Add IT Part II – Section 10.3**

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

**All other items which may be required but not listed in the Schedule of Quantities shall be considered incidental to the items listed in the Schedule of Quantities and Prices.**

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

Owner: Resort Municipality of Whistler  
(NAME OF OWNER)

Contract: S115 - Blueberry Pump Station  
(TITLE OF CONTRACT)

Reference No. 5330-02-1035

(OWNER'S CONTRACT REFERENCE NO.)

To Owner:

WE, THE  
UNDERSIGNED:

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

\_\_\_\_\_  
\_\_\_\_\_  
(ADDENDA, IF ANY)

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

- 1.3 have complied with the Instructions to Tenderers; and

ACCORDINGLY WE  
HEREBY OFFER:

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

- 2.2 to achieve Substantial Performance of the *Work* on or before  
June 6, 2025  
(WORK DURATION OR DATE)

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

WE CONFIRM:

- 3.1 that we understand and agree that the quantities as listed in the *Schedule of Quantities and Prices* are estimated, and that the actual quantities will vary.
- 3.2 that we understand and agree that the *Owner* is in no way obligated to accept this Tender.

WE CONFIRM:

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

Tenderer's Initials \_\_\_\_\_

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

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

4.1.3 the *Consent of Security* - Performance, Labour and Materials Payment filled and signed.

**WE AGREE:**

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

5.1.1 within 10 *Days* of receipt of the written *Notice of Award* deliver to the *Owner*:

1. a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract Price, covering the performance of the Work including the Contractor's obligations during the Maintenance Period, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the *Owner*;
2. a Baseline Construction Schedule, as provided by GC 4.6.1;
3. a "clearance letter" indicating that the tenderer is in Worksafe BC compliance; and
4. a copy of the insurance policies as specified in GC 24 indicating that all such insurance coverage is in place and;

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

5.1.3 sign the Contract Documents as required by GC 2.1.2.

**WE AGREE:**

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

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

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

Tenderer's Initials \_\_\_\_\_

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

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

**OUR ADDRESS IS AS  
FOLLOWS:**

---

---

---

Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Attention: \_\_\_\_\_

This Tender is executed this  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

*Contractor:*

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

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

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

Tenderer's Initials \_\_\_\_\_



Form of Tender - Appendix 1  
S115 Blueberry Pump Station

**SCHEDULE OF QUANTITIES AND PRICES - TENDER**

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

(All prices and *Quotations* including the *Contract Price* shall include all *Taxes*)

**TENDER SUMMARY SHEET**

ITEM NO.	DESCRIPTION	AMOUNT
1.0	DIV 1 - GENERAL REQUIREMENTS	
2.0	DIV 7 - THERMAL AND MOISTURE PROTECTION	
3.0	DIV 3 - CONCRETE	
4.0	DIV 31 - EARTHWORK	
5.0	DIV 33 – UTILITIES	
6.0	OPTIONAL WORK	
<b>TENDER PRICE</b>		
<b>GST @ 5%</b>		
<b>TENDER PRICE plus GST</b>		

Tenderer's Initials \_\_\_\_\_

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

**Owner:** Resort Municipality of Whistler  
(NAME OF OWNER)

**Contract:** S115 – Blueberry Pump Station  
(TITLE OF CONTRACT)

Reference No. 5330-02-1035  
(OWNER'S CONTRACT REFERENCE NO.)

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

MILESTONE DATE: Substantial Performance on or before June 6<sup>th</sup>, 2025

[illegible]

Tenderer's Initials\_\_\_\_\_

**APPENDIX 3  
EXPERIENCE OF SUPERINTENDENT**

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

*Owner:* Resort Municipality of Whistler  
(NAME OF OWNER)

*Contract:* S115 – Blueberry Pump Station  
(TITLE OF CONTRACT)

Reference No. 5330-02-1035  
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**Name:**

**Experience:**

**Dates:**

Project Name:

Responsibility:

References:

**Dates:**

Project Name:

Responsibility:

References:

**Dates:**

Project Name:

Responsibility:

References:

**Dates:**

Project Name:

Responsibility:

References:

Tenderer's Initials \_\_\_\_\_

**APPENDIX 4  
COMPARABLE WORK EXPERIENCE**

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

**Owner:** Resort Municipality of Whistler  
(NAME OF OWNER)

**Contract:** S115 – Blueberry Pump Station  
(TITLE OF CONTRACT)

**Reference No.** 5330-02-1035  
(OWNER'S CONTRACT REFERENCE NO.)

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

Tenderer's Initials \_\_\_\_\_

Tenderer's Initials\_\_\_\_\_

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

BETWEEN OWNER AND CONTRACTOR

This agreement made in duplicate this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Owner: Resort Municipality of Whistler  
(NAME OF OWNER)

Contract: S115 – Blueberry Pump Station  
(TITLE OF CONTRACT)

Reference No. 5330-02-1035  
(OWNER'S CONTRACT REFERENCE NO.)

BETWEEN:

The Resort Municipality of Whistler  
(NAME OF OWNER)  
(the "Owner")

AND:

\_\_\_\_\_  
(NAME AND OFFICE ADDRESS OF CONTRACTOR)

(the "Contractor")

The Owner and the Contractor agree as follows:

- |                  |  |     |   |
|------------------|--|-----|---|
| <b>Article 1</b> | <b>The Work Start / Completion Dates</b> | 1.1 | The Contractor will perform all Work and provide all labour, equipment and material and do all things strictly as required by the Contract Documents.   |
|                  |  | 1.2 | The Contractor will commence the Work in accordance with the Notice to Proceed. The Contractor will proceed with the Work diligently, will perform the Work generally in accordance with the construction schedules as required by the Contract Documents and will achieve Substantial Performance of the Work on or before <u>June 6<sup>th</sup>, 2025</u> subject to<br>(INSERT DATE OF SUBSTANTIAL PERFORMANCE )<br>the provisions of the Contract Documents for adjustments to the Contract Time |
|                  |  | 1.3 | Time shall be of the essence of the Contract.   |
| <b>Article 2</b> | <b>Contract Documents</b>                | 2.1 | The "Contract Documents" consist of the documents listed or referred to in Schedule 1, entitled "Schedule of Contract Documents", which is attached and forms a part of this Agreement, and includes any and all additional and amending documents issued in accordance with the provisions of the Contract Documents. All of the Contract Documents shall constitute the entire Contract between the Owner and the Contractor.   |

	2.2	The <i>Contract</i> supersedes all prior negotiations, representations or agreements, whether written or oral, and the <i>Contract</i> may be amended only in strict accordance with the provisions of the <i>Contract Documents</i> .
<b>Article 3 Contract Price</b>	3.1	The price for the <i>Work</i> (" <i>Contract Price</i> ") shall be the sum in Canadian dollars of the following: <ul style="list-style-type: none"><li>1.1.1 the product of the actual quantities of the items of <i>Work</i> listed in the <i>Schedule of Quantities and Prices</i> which are incorporated into or made necessary by the <i>Work</i> and the unit prices listed in the <i>Schedule of Quantities and Prices</i>; plus</li><li>1.1.2 all lump sums, if any, as listed in the <i>Schedule of Quantities and Prices</i>, for items relating to or incorporated into the <i>Work</i>; plus</li><li>1.1.3 any adjustments, including any payments owing on account of <i>Changes</i> and agreed to <i>Extra Work</i>, approved in accordance with the provisions of the <i>Contract Documents</i>.</li></ul>
	3.2	The <i>Contract Price</i> shall be the entire compensation owing to the <i>Contractor</i> for the <i>Work</i> 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 <i>Work</i> .
<b>Article 4 Payment</b>	4.1	Subject to applicable legislation and the provisions of the <i>Contract Documents</i> , the <i>Owner</i> shall make payments to the <i>Contractor</i> .
	4.2	If the <i>Owner</i> fails to make payments to the <i>Contractor</i> as they become due in accordance with the terms of the <i>Contract Documents</i> 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.
<b>Article 5 Rights and Remedies</b>	5.1	The duties and obligations imposed by the <i>Contract Documents</i> and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
	5.2	Except as specifically set out in the <i>Contract Documents</i> , no action or failure to act by the <i>Owner</i> , <i>Contract Administrator</i> or <i>Contractor</i> shall constitute a waiver of any of the parties' rights or duties afforded under the <i>Contract</i> , nor shall any such action or failure to act constitute an approval of or acquiescence in any breach under the <i>Contract</i> .

**Article 6 Notices**

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

The *Owner*:

Resort Municipality of Whistler

Municipal Hall

4325 Blackcomb Way

Whistler BC, V0N 1B4

Fax: n/a

Email: [fcmcapitalprojects@whistler.ca](mailto:fcmcapitalprojects@whistler.ca)

Attention: Marc Freno

The *Contractor*:

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

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

Attention: \_\_\_\_\_

The *Contract Administrator*:

R.F. Binnie & Associates Ltd.

201, 40147 Glenalder Place

Squamish BC, V8B 0G2

Fax: 604-892-8225

Email: [RDosSantos@binnie.com](mailto:RDosSantos@binnie.com)

Attention: Rob Dos Santo, ASCT, Senior Project Manager

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



**Article 7 General**

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

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

*Contractor:*

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

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

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

*Owner:*

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

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

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

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

**Schedule 1**     **Schedule of  
Contract  
Documents**

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

**NOTE:** The documents noted with “\*” are contained in the “Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings”, edition dated Platinum Edition, 2009. All sections of this publication are included in the *Contract Documents*.

- 8.1 Agreement, including all Schedules;
- 8.2 Supplementary General Conditions (for MMCD Volume II, Platinum Edition, 2009);
- 8.3 General Conditions\*;
- 8.4 Supplementary Specifications (for MMCD Volume II, Platinum Edition, 2009);
- 8.5 Specifications\*;
- 8.6 Supplementary Standard Detail Drawings (if any, insert title and edition date);
- 8.7 Standard Detail Drawings\*;
- 8.8 Executed Form of Tender, including all Appendices;
- 8.9 *Contract Drawings* listed in Schedule 2 to the Agreement, “List of *Contract Drawings*”;
- 8.10 Instructions to Tenderers - Part I;
- 8.11 Instructions to Tenderers - Part II\*;
- 8.12 The following Addenda:

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(ADDENDA, IF ANY)

- 8.13 MMCD Supplementary Updates:
    - 2022-04-07                      2012-08-07
    - 2021-04-23                      2012-06-08
    - 2020-08-04                      2012-05-30
    - 2016-11-18                      2011-08-08
    - 2015-11-02                      2011-08-04
    - 2014-09-19                      PVC C900 Pipe Specification Clarification
    - 2014-07-15                      2010-05-18
    - 2014-02-28                      2010-03-25
    - 2013-06-13                      2009-11-19
- As provided on website of tender closing date: [www.mmcd.net](http://www.mmcd.net)

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

**Schedule 2 List of Contract  
Drawings**

TITLE	DRAWING NO.	DATE	REVISION NO.	REVISION DATE
COVER SHEET				
SITE GRADING PLAN	23-0937-SG	2024-08-09	3	2025-01-29
GENERAL CONSTRUCTION NOTES	23-0937-D1	2024-08-09	3	2025-01-29
MINI PILE DESIGN	K-241223-00	2025-01-21	2	2025-02-24
MINI PILE DESIGN – GENERAL NOTES	K-241223-00	2025-01-21	2	2025-02-24
STRUCTURAL SLAB – GENERAL NOTES	S001	2024-12-09	C	2025-02-20
STRUCTURAL SLAB – FOUNDATION PLANS AND DETAILS	S010	2024-12-09	C	2025-02-20

# *Supplementary Specifications*

**SUPPLEMENTARY SPECIFICATIONS INDEX**

**DIVISION 01 – GENERAL REQUIREMENT**

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

**DIVISION 03 – CONCRETE**

- 03 30 53S Cast-in-Place Concrete

**DIVISION 31 – EARTHWORKS**

- 31 05 17S Aggregate and Granular Materials
- 31 15 60S Dust Control
- 31 23 01S Excavating, Trenching, and Backfilling
- 31 24 13S Roadway Excavation, Embankment and Compaction
- 31 63 33S Drilled Micro-piles

**DIVISION 07 – THERMAL AND MOISTURE PROTECTION**

- 07 62 13S Gutters and Downspouts

**DIVISION 33 – UTILITIES**

- 33 05 96S Vibration Monitoring

**1.7 Recording Actual  
Site Conditions**

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

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

The Contractor shall be responsible to submit Record Information to the Contract Administrator as outlined below. The sufficiency and adequacy of the Contractor-submitted Record Drawings markups complete with survey digital file(s) is solely determined by the Contract Administrator.

The Contractor shall provide field survey records during construction and upon completion of each item to document record information on all roadwork and utility construction.

All applicable items outlined below must be provided to the Contract Administrator prior to, or at the time, when Substantial Performance is requested by the Contractor:

- (a) Roadworks:
  - 1.1 Confirmation of all horizontal and vertical design information. Any deviation from "Issued for Construction" design is to be surveyed and/or noted to allow for updating of "Record" drawing preparation; and
  - 1.2 Location and width of driveway locations to the closest lot line.
- (b) Storm Sewer:
  - 2.1 Offset of storm sewer main to property line confirmed;
  - 2.2 Storm pipe material type and diameter confirmed;
  - 2.3 Manhole information – location (x,y), diameter, rim elevation;
  - 2.4 Service locations (inspection chambers) dimensioned to the closet lot line, diameter, elevation at property line;
  - 2.5 For service locations that are not perpendicular to main, provide adequate information to allow for drafting of service. (i.e., 'y' location from downstream manhole, as well as dimension to closet lot line at property line);
  - 2.6 Catchbasin locations (x,y), rim elevation. Sufficient catchbasin lead information to be supplied to allow drafting of information;
  - 2.7 Lawn drain locations (x,y), rim elevation, diameter and depth. Sufficient lawn basin information to be supplied to allow drafting of information; and
  - 2.8 Storm Main inverts to be confirmed. Inside and outside drops to be noted.

- (c) Sanitary Sewer:
  - 3.1 Offset of sanitary sewer main to property line confirmed;
  - 3.2 Sanitary pipe material type and diameter confirmed;
  - 3.3 Manhole information: location (x,y), diameter, rim elevation;
  - 3.4 Service locations (inspection chambers) dimensioned to closest lot line, diameter, elevation at property line;
  - 3.5 For service locations that are not perpendicular to the main, provide adequate information to allow for drafting of service. (i.e., 'y' location downstream manhole, as well as dimension to closest lot line at property line);
  - 3.6 For sanitary forcemains, adequate information to be provided to allow for drafting of information (i.e., locations (x,y,z) of any significant horizontal and/or vertical bends or deflections); and
  - 3.7 Sanitary main inverts to be confirmed.
- (d) Waterworks:
  - 4.1 Offset of watermain to property line confirmed;
  - 4.2 Main material type and diameter confirmed;
  - 4.3 Service locations dimensioned to closest lot line, diameter, depth at property line;
  - 4.4 Service locations that are not perpendicular to main, provide adequate information to allow for drafting of service (i.e., dimension at main from closet fitting, as well as dimension to closest lot line at property line);
  - 4.5 Location (x,y) of watermain intersections (bends, tees, crosses);
  - 4.6 Location (x,y) of fire hydrants; and
  - 4.7 Location (x,y,z) of vertical bends and deflections.
- (e) Streetlighting/Traffic Signals:
  - 5.1 Offset of conduit to property line confirmed;
  - 5.2 Location (x,y) of streetlight and traffic signal bases;
  - 5.3 Location (x,y) of conduit stub ends; and
  - 5.4 Location (x,y) of junction boxes.
- f) All Other Works Completed under the Contract:
  - 6.1 Location and elevation (x,y,z) of any significant ground features (retaining wall location and height, edge of bridge decks, start and end points of guard rails, CMB's etc.);
  - 6.2 Street sign locations (x,y) and sign type; and
  - 6.3 All drawings in the "Issued for Construction" set are to be confirmed as "constructed" (i.e., planting, irrigation, retaining walls etc.). Any deviation from the latest revision of IFC design shall be noted by the Contractor with adequate information to allow for drafting of "Record Drawings" by the Consultant

**END OF SECTION**

<b>1.0</b>	<b>Master Municipal Construction Documents</b>	.1S	The Supplementary Specifications contained herein must be read in conjunction with the Master Municipal Specifications contained in the Master Municipal Construction Documents, Volume II ( <b>Platinum Edition 2009</b> ) as identified in the Instructions to Tender article 2.2.
<b>2.0</b>	<b>Format and Numbering System</b>	.1S	The Supplementary Contract Specifications follow the same format and numbering system as the Master Municipal Specifications, but is differentiated from it by having the letter "S" placed after the section number.
<b>3.0</b>	<b>Construction Survey Layout</b>	.1S	The Contractor shall be responsible for the detailed setting out of the work.
		.2S	Payment for survey layout shall be considered incidental to the work performed and no additional payment will be made to the contractor.
		.3S	All monuments, including but not limited to brass caps, iron pins, lead plugs, rock posts and wooden witness posts, disturbed by the Contractor shall be re-established by Registered British Columbia Land Surveyors, at the Contractor's cost, and the appropriate authorities advised of the revised elevation and coordinates. Contractors are advised that the Contract Administrator will monitor construction to ensure that disturbed monuments are replaced at the Contractor's expense prior to completion of the Contract.
<b>4.0</b>	<b>Description of Work</b>	.1S	<p>Project works described below:</p> <p>Construction works at the Blueberry Pump Station to address stormwater runoff issues and foundation settlement.</p> <ul style="list-style-type: none"> <li>• Construction of ~90 ln.m of ditch to divert water around the pump station</li> <li>• Installation of gutters system on pump station roof including tie-in to drainage sump c/w 150mmØ ductile iron pipe lead</li> <li>• Removal and replacement of 150mm thick reinforced concrete slab around pump station wet well</li> <li>• Installation of 10 micropiles to support pump station foundation</li> <li>• Site grading and restoration</li> </ul>
<b>5.0</b>	<b>Safety Procedures</b>	.1S	<p>Entry Procedure for Confined Space:</p> <p>This procedure shall be used as a guideline only. The Contractor shall be responsible for familiarization with this and all WCB requirements.</p>



There must a minimum of two men:

- One man always on the surface, and
- One man in well.

Man lift/retrieval devices must be used.

1. Open manhole lids, turn on blower/fan to ventilate wet well for approximately two to three minutes.

- a) Leave fan running until job is completed.
- b) Manhole must be circulated by a blower fan to allow fresh air into the confined space. Check levels on gas detector by lowering into well. If levels are not safe, portable fans must be used.

2. Turn gas detector "ON":

- Oxygen levels should read between 20.0 and 21.0
- H2S level should read 000
- LEL levels should read 000

Note: - readings shall be taken before entering well

- record gas levels on "Confined Entry Space" forms and hand in daily.

3.

- a) lower gas detector by rope/cord into lower portion of wet well where work shall be performed.
- b) pull detector to surface and check gas levels. If levels are safe, entry into well is permitted.

4. Gas detector MUST be left "ON" and brought down into well with person(s) entering.

5. Check levels on gas detector when in well. Proceed with watching/repairing of station.

6. If at any time the gas detector goes "OFF" (ringing). EXIT WET WELL IMMEDIATELY and check levels.

6.0	<b>Safety - Work Near Overhead and Underground Power Lines or Other Utilities</b>	.1S	<p>All works shall be in strict compliance with WorkSafe BC Industrial and Safety Regulations Section 24 when working near or under any overhead power lines.</p> <p>The Contractor must be fully aware of the danger to workers and shall take all necessary safety precautions when working near to existing utilities, such as high pressure gas, water line and BC Hydro lines.</p>
7.0	<b>Dust and Mud Control</b>	.1S	<p>The Contractor shall make every reasonable effort to minimize the creation of dust or mud by his operations. Special measures may include, but shall not be limited to, frequent sweeping of existing roads used as haul routes; control of traffic speeds; frequent watering of dirt access and egress routes; watering of the construction</p>

areas; re-routing of traffic; and modification of construction procedures; and cleaning of off-site haul routes on a regular basis as required by the Municipality. Refer to MMCD Section 31 15 60, Dust Control, for General, Products and Execution.

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

<b>8.0</b>	<b>Materials Testing</b>	.1S	<p>Materials and density Quality Assurance (QA) testing will be carried out as directed by the Contract Administrator. Initial QA testing carried out at the Contract Administrator's direction will be paid for by the Municipality. Where initial tests fail and subsequent QA testing is deemed necessary by the Contract Administrator, the cost of the subsequent testing shall be the responsibility of the Contractor.</p> <p>If the Contractor requests QA testing and upon arrival of the Municipality appointed testing agency, the contractor is not ready to conduct testing, any cost associated with the delay of testing i.e. standby or return trips will revert back to the contractor.</p> <p>The Contractor will perform Quality Control inspections at the Contractors discretion to ensure that the requirements of the Contract are being met.</p>
<b>9.0</b>	<b>Grassed Areas Disturbed to be Hydro-seeded</b>	.1S	<p>All areas disturbed by the construction shall be reinstated with 150mm compacted depth topsoil and hydro-seeded.</p> <p>No additional payment will be made to the Contractor for this work.</p>
<b>10.0</b>	<b>Curb, Sidewalk and Driveway Restoration</b>	.1S	<p>Existing curbs, sidewalks and driveways shall be reconstructed and reinstated to ensure proper drainage and appearance, to match existing finish, and in accordance with the Standard Drawings. All concrete curbs, pavers, sidewalks and driveways shall be 32 MPa strength concrete. Concrete curb and gutter to be reinstated between control joints. Concrete sidewalk and driveways to be reinstated to nearest panel joint for one complete panel.</p> <p>No additional payment will be made to the Contractor for this work.</p>

**11.0 Interfering Services**

.1

.1S 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.

.2S When other utility structures are encountered, the Contractor shall support them to the satisfaction of the Contract Administrator so as to protect them from damage. The Contractor shall, at his own expense, at once repair and make good any damage which may occur to any watermain, service or utility pipes, or facilities, or to any electrical conductor or telephone facility or to any sidewalk, crosswalk as a result of this operation. The Contractor is also wholly responsible for all existing above ground structures (including any supporting sub-grade structures such as concrete bases or pads) within the area of construction including supporting those structures as necessary to permit the completion of the Works.

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

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

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

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

.6S The Contractor shall respond and determine the cause of all service interruption and/or quality issues within the area of work. No additional payment will be made to the Contractor for this work.

			.7S	The Contractor shall pre-locate and expose all utilities prior to construction to confirm location, top and bottom elevations of the utility through whatever means are necessary. Pre-location efforts include temporary asphalt if located are within travelled surfaces.
12.0	Coordination with Other Contractors	.1S		<p>The Contractor will be responsible for all coordination with all utility providers including but not limited to MOTI, BC Hydro, TELUS, Fortis, and BC Transit. The Contractor shall inform any utility/service provider of any planned disruption/adjustment to usual service in writing and receive written agreement of such disruption or adjustment prior to these disruptions or adjustments.</p> <p>The Contractor is to coordinate with any other ongoing construction activities that may be proceeding at the same time and in the same general vicinity of this project. No additional payment will be made for any expenses or delays incurred as a result of these concurrent construction activities.</p>
13.0	Environmental Protection	.1S		<p>The Contractor is advised that he is responsible for all necessary measures required to prevent the transportation of any silt or other deleterious material from the site into any fish bearing watercourses or their tributaries. All requirements of the Ministry of Environment, Lands and Parks, Fish and Wildlife Branch and Fisheries &amp; Oceans Canada, with respect to air, earth and water pollution, must be strictly adhered to.</p> <p><b>Refer to Section 01 57 01S Environmental Protection for further information. If there are any discrepancies between this section and Section 01 57 01S, then the following governing hierarchy will be used:</b></p> <p><b>(1) Section 01 57 01S;</b> <b>(2) Section 01 54 00S Item 13.0.</b></p>
14.0	Metric Units of Measurement	.1S		<p>All the units of measurement for payment in this Contract are metric units as modified by the internationally agreed S.I. Units (System International).</p> <p>However, as the construction industry is not entirely converted to S.I. Units, some conversions will need to be made for purpose of month end and Final Progress Estimates.</p> <p>The following conversion factors will be used in this Contract:</p>

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

<b>15.0</b>	<b>Disposal Site</b>	.1S	<p>The Contractor is responsible for the provision of all off-site disposal sites for materials that are to be removed from the construction sites in this Contract. The Contractor is responsible for all fees, permits and costs associated with the off-site disposal of materials.</p> <p>The Resort Municipality of Whistler will not accept any material at municipal lands or facilities for this project.</p>
<b>16.0</b>	<b>Permits from Outside Agencies</b>	.1S	<p>The Contractor is responsible to obtain and pay for <u>all permits</u> required from outside agencies including but not limited to MOTI, Ministry of Forests, BC Hydro, and DFO.</p>
<b>17.0</b>	<b>Temporary Drainage Facilities</b>	.1S	<p>All required temporary drainage facilities, measures for control of ground water during construction and restoration of temporary drainage ditches after construction shall be considered as incidental to work being performed under this Contract and no separate payment will be made for this work.</p>
<b>18.0</b>	<b>Notice to Residents</b>	.1S	<p>Prepare and deliver a letter to all properties which may be affected by construction not less than one week (5 days) and not more than two weeks (10 days) prior to construction.</p> <p>Notify residents directly affected by the work 72 hours in advance of commencement of construction.</p> <p>Cost of notifying residents of ensuing construction and delivery of letters is incidental to the Contract.</p>
<b>19.0</b>	<b>Weight Restriction</b>	.1S	<p>None unless otherwise required by agency permits.</p>
<b>20.0</b>	<b>Foreign Utility Adjustments</b>	.1S	<p>The Contractor will be responsible for adjusting all foreign utilities, unless noted otherwise on the drawings. All adjustments to foreign utilities must be completed to the satisfaction of the Utility Owner. The Contractor should note that certain Utility Owners may decide, after tender closing, to complete their own adjustments if personnel are available. If the Utility Owner decides to complete their own adjustments, the Contractor will not be compensated for these utility adjustments.</p>
<b>21.0</b>	<b>Material Supply</b>	.1S	<p>The Municipality will not supply materials.</p>

22.0	Site offices	.1S	<p><b><i>(amend clause 1.12.1 as follows)</i></b></p> <p>A Contract Administrator's temporary office will not be required for this project.</p>
23.0	Construction Signage	.1S	<p><b><i>(amend clause 1.13.1 as follows)</i></b></p> <p>Construction project signs will be required for this project at a minimum at either end of each site.</p> <p>No additional payment will be made to the contractor to supply, erect and remove these signs.</p>
24.0	Optional Work	.1S	<p>All items included in the Schedule of Quantities and Prices which shall be stated to be Optional Work shall be used only as directed and at the sole discretion of the Contract Administrator. All or any unused portion of these sums shall revert to the Municipality and shall be deducted from the Contract Price before final payment is made.</p>
25.0	Construction Sequencing	.1S	<p>The Contractor is required to submit a written detailed construction sequencing and tie-in plan and submit it to the Contract Administrator for review a minimum of two weeks prior to any anticipated construction works affecting stakeholders for approval. At a minimum the construction sequencing and tie-in procedure plan is to include the following:</p> <p><i>Overall Construction Sequencing</i></p> <ul style="list-style-type: none"> <li>• Diagram of overall construction sequencing to the match the detailed Construction Schedule</li> <li>• Expected dates of each portion of the works</li> <li>• Expected dates and areas of impact for significant construction tasks such as hot taps and line stop installation, bypass construction and implementation, removal and reinstatement of manhole and piping etc.</li> <li>• Breakdown of all tasks in order to perform the work</li> <li>• List of materials to perform the installation</li> <li>• Timeline showing each task and expected start/completion time</li> <li>• Number of crew and equipment working on the tie in and which crew member and piece of equipment is assigned to each task.</li> <li>• "point of no return" tie-in abandonment time at which point the tie-in works will be abandoned and the contingency plan will begin</li> <li>• Sketch including staging areas and traffic management through the various phases of the Works including pedestrian/cyclist routing.</li> </ul>

No tie-in is to take place until the Contract Administrator and Resort Municipality of Whistler representative approve the tie in plans. Hand sketches may only be accepted if they are clearly legible, to scale and reproducible.

**26.0 Hours of Work**

.1S The hours of work for all project sections must not extend beyond 0700h and 2000h, inclusive, daily. The Contractor shall schedule his work within these hours and will not be permitted to commence work earlier than 0700h and/or work later than 2000h, except as authorized by the Contract Administrator.

No work on Saturdays, Sundays, or Statutory Holidays will be permitted except in case of emergency and then only with written permission of the Contract Administrator and to such extent as he deems necessary.

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

**27.0 Business License**

.1S The Contractor shall have or otherwise obtain a current business license in the Resort Municipality of Whistler prior to commencement of the Works.

**END OF SECTION**

<b>1.0</b>	<b>General</b>	<b>.3S</b>	<p><b><i>(delete 1.0.3 and replace with)</i></b></p> <p>"Unless alternative arrangements satisfactory to those adversely affected have been made by the Contractor, pedestrian and vehicular access to affected properties shall be maintained at all times.</p>
<b>1.2</b>	<b>Temporary Access Roads</b>	<b>.1S</b>	<p><b><i>(delete 1.2.1 and replace with)</i></b></p> <p>"Do not close any lanes of road or highway without approval of the Owner. Before re-routing traffic erect suitable signs and devices as approved by the Contract Administrator. Provide sufficient cold mix to ensure a smooth riding surface during work."</p>
<b>1.5</b>	<b>Payment</b>	<b>.2S</b>	<p><b><i>(add new clause 1.5.2)</i></b></p> <p>The Contractor is responsible for all temporary traffic control on the streets within this contract. The Contractor will meet all the standards and conditions of the Resort Municipality of Whistler, and the Ministry of Transportation and Highways Traffic Control Manual for Work on Roadways.</p> <p>At a minimum for all roadways single lane alternating traffic shall be maintained at all times unless otherwise directed by the Contract Administrator.</p> <p>The Municipality will not control or direct the traffic control or direct the traffic control activities of the Contractor, but may require an immediate stop to any work where, in the Contract Administrator's opinion, the provided traffic control does not meet the requirements of the Agreement.</p> <p>The Contractor will prepare and submit a written Traffic Management Plan to the Resort Municipality of Whistler a minimum of ten (10) working days prior to commencement of any work affecting traffic. The Contractor will update and resubmit that plan for review as necessary for acceptance by the Municipality.</p> <p>Measurement of payment will be on a lump sum basis as shown in the schedule of quantities and prices.</p>

**END OF SECTION**



1.2	Temporary Erosion and Sediment Controls	.1S	<p><b><i>(delete 1.2.1.1 and replace with)</i></b></p> <p><i>Drainage, Erosion and Sediment Control</i></p> <p>“Properly drain all portions of the site. Protect the site and the watercourses to which it drains, directly or indirectly, against erosion and siltation in accordance with the Sediment Control Plan approved by the Owner during construction and until the maintenance period is completed. Ensure no silt, gravel, debris or other deleterious substance resulting from construction activity discharges into existing drainage systems or watercourses or onto highways or adjacent property. The Contractor is responsible for all damage that may be caused by water backing up or flowing over, through, from or along any part of the work or otherwise resulting from his operations.</p> <p>“Keep existing culverts, drains, ditches and watercourses affected by the work clear of excavated material at all times. When it is necessary to remove or alter an existing drainage structure, provide suitable alternative measures for handling the drainage. Adequately support culverts and drainpipes across trenches to prevent displacement and interference with the proper flow of water due to trench settlement.</p> <p>“Sweep streets, and clean catch basins, manhole sumps, detention tanks, and maintain siltation controls as often as the Contract Administrator deems necessary.</p> <p>“Follow all Federal and Provincial regulations and guidelines respecting protection of fish, fish habitat, and watercourses.</p>
1.4	Environmental Protection	.3	<p><b><i>(add clause 1.4.3.5S as follows)</i></b></p> <p>Immediately contain and clean up any leaks and spills of prohibited materials on the job site.</p> <p><b><i>(add clause 1.4.3.6S as follows)</i></b></p> <p>Ensure that a well-stocked spill kit is on-site at all times and that the Contractor’s employees are familiar with appropriate spill response techniques.</p>

***(add clause 1.4.3.7S as follows)***

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

***(add clause 1.4.3.8S as follows)***

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

***(add clause 1.4.3.9S as follows)***

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

**1.9S**

**Archaeological /  
Historical Resources**

***(add)***

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

**END OF SECTION**

<b>1.2</b>	<b>References</b>	.2S	The contractor shall refer to structural drawings from Chalten Engineering, geotechnical drawings and reports from Kontur Geotechnical Consultants for the structural slab work.
<b>1.5</b>	<b>Measurement and Payment</b>	.3S	<p>Payment for cast-in-place concrete retaining walls, slabs, and other structures as shown in the Schedule of Quantities and Prices, includes all formwork, reinforcements, subgrade preparation to receive concrete pour, construction and expansion joints, all as shown on Contract Drawings and Record Drawings for Blueberry Pump Station. All other tasks/incidentals required to complete the slab installation which may not be listed is to be considered incidental to the payment item.</p> <p>Payment for structural slab also includes all required materials and work as detailed on Structural drawings and Geotechnical Reports, Drawings, and Memos.</p>

**END OF SECTION**

*(add clause)*

1.9	Measurement and Payment	.1S	Payment for gutter and downspout installation on Blueberry pump station is by lump sum. – see Appendix for details and specifications.
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2.1 Materials

.8S *(add)*

"All Dust Control materials to be environmentally friendly."

**END OF SECTION**

1.10	Measurement of Payment	.9S	<p><b>(add new clause 1.10.9)</b></p> <p>Payment for over-excavation including backfilling with 19mm base gravel and compaction to 95% modified proctor density will only be made for over excavation authorized by the Contract Administrator. Payment will be based on volume (Lx D x Max Width).</p>
3.6	Surface Restoration	.6	<p><b>(replace clause 3.6.6.2)</b></p> <p>.2S At a minimum, patch all other roads on the Friday of each week to provide asphalt surface for weekend traffic. At all other times, the Contractor is to maintain a smooth granular running surface free of rutting, potholes or other irregularities. All asphalt patches shall be to finished surface.</p> <p>.11S <b>(add new clause 3.6.11)</b></p> <p><i>Grassed Areas Disturbed to be Hydro-Seeded</i> All areas disturbed by the construction shall be reinstated with 150mm compacted depth topsoil and hydro-seeded. No additional payment will be made to the contractor for this work.</p> <p>.12S <b>(add new clause 3.6.12)</b></p> <p>Existing curbs, sidewalks and driveways including pavers shall be reconstructed and reinstated to ensure proper drainage and appearance, to match existing finish, and in accordance with the Standard drawings. All concrete curbs, sidewalks and driveways shall be 32 MPa strength concrete. Concrete sidewalk to be reinstated to nearest panel joint for one complete panel. No additional payment will be made to the Contractor for this work.</p>

**END OF SECTION**

1.8      **Measurement and  
Payment**

.4S      *(append clause 1.8.4)*

Payment for slab removal will include removal and disposal  
offsite of the subgrade soils beneath the slab as specified in  
geotechnical report, and as required to install structural  
slab.

**4 Measurement of  
Payment**

*(add new clause 4.4 in addition to 4.1, 4.2, and 4.3 from Kontur  
Micropile Drawings General Notes)*

.4S Payment for Mini-piles is by each inclusive of all details and notes shown on Kontur IFC drawings. Also included for each location, is all work and materials required for connection to foundation and all work and materials required for removal and replacement of the building eaves.

**END OF SECTION**



- |            |                                |    |   |
|------------|--------------------------------|----|---|
| <b>1.0</b> | <b>General</b>                 | .1 | The contractor shall provide vibration or settlement monitoring during the micropile installations. The contractor must engage registered qualified professionals to complete the monitoring.   |
|            |                                | .2 | The contractor cannot engage the same engineering consultants as the Owner for QC/QA or engineering opinions.   |
| <b>1.1</b> | <b>Execution</b>               | .1 | The contractor shall provide a plan or drawing to indicate outlining the plan for Vibration Monitoring.   |
|            |                                | .2 | The contractor will forward all results and reports to the <i>Owner</i> and <i>Contract Administrator</i> in a timely manner.   |
| <b>1.2</b> | <b>Measurement and Payment</b> | .1 | Payment for Vibration Monitoring will be lump sum for the entire project and includes providing test results and reports as required, the setup and removal of materials and equipment, and any other tasks and incidentals to complete the monitoring. |

**END OF SECTION**

**Owner:** Resort Municipality of Whistler  
(NAME OF OWNER)

**Contract:** S115 – Blueberry Pump Station  
(TITLE OF CONTRACT)

**Reference No.** 5330-02-1035  
(OWNER'S CONTRACT REFERENCE NO.)

General Conditions #	Paragraph #	Title	Action
3	.2	Authority	Delete GC3.2.2 and replace with:  "Nothing contained in the <i>Contract Documents</i> shall create any contractual relationship or other relationship recognized by law between the <i>Contract Administrator</i> and the <i>Contractor</i> , subcontractors, suppliers, or their agents, employees or other persons performing any of the <i>Work</i> ."
3	3	Contract Administration	Delete GC3.3.5 and replace with:  "The Owner shall provide the Contractor with three survey control points at the Place of the Work, and relative coordinates of the major portions of the Work. The Contract Administrator may conduct survey checks of the Work at their discretion. The Contractor shall provide a survey assistant, at the Contract Administrators request, for such survey checks. The Contractor shall protect and preserve such survey control points for so long as they are required for the Work and if any of them must be replaced because they are disturbed or destroyed by the Contractor, then the Contractor shall pay the costs of such replacement."
4.3	.1	Protection of Work, Property and the Public	Add:  Within the terms of this clause, the <i>Contractor</i> is responsible for the protection of existing power and telephone poles during the term of the <i>Contract</i> .
	.4		Delete GC 4.3.4 and replace with the following:  Before commencing any <i>Work</i> at the <i>Place of the Work</i> , the <i>Contractor</i> shall be responsible to locate in three dimensions all underground utilities and structures indicated on the <i>Contract Documents</i> as being at the <i>Place of the Work</i> . The <i>Contractor</i> shall also be responsible to consult with all utility corporations that provide electricity, communication, gas or other utility services in the area of the <i>Place of the Work</i> , to locate in three dimensions all underground utilities for which they have records. The <i>Contractor</i> shall also locate in three dimensions any other utilities or underground structures that are reasonably apparent in an inspection of the <i>Place of the Work</i> .

			The <i>Contractor</i> shall contact BC One Call at least 48 hours prior to excavating to advise of the Work.
4.5	.1	Errors, Inconsistencies or Omissions in the <i>Contract Documents</i>	GC4.5.1 are amended:  (i) by deleting “or omission” wherever it appears and substituting “omission or any incorrect, inaccurate or misrepresented fact”, and  (ii) by deleting “or omissions” wherever it appears and substituting “omissions or incorrect, inaccurate or misrepresented facts”.
	.4		Add GC4.5.4:  “If Additional Instructions are required to address any error, inconsistency, omission or incorrect, inaccurate or misrepresented facts, the Contractor’s inefficiencies or mismanagement, if any, shall not be taken into account when determining any impact of those Additional Instructions on the Contract Price or the Contract Time.”
4.6	.2	Construction Schedule	GC4.6.2 is amended by deleting “monthly” and substituting “monthly or within a shorter time period specified in the <i>Contract Documents</i> ”.
4.12	.5	Tests and Inspections	GC4.12.2.5 (1) and (2) are amended by deleting “timely notice” and substituting “not less than two days”.
6.2	.1	Coordination and Connection	Add:  The <i>Owner</i> or <i>Contract Administrator</i> will not be liable for claims for delay caused by applicable third parties, including, but not limited to BC Hydro, TELUS, Fortis BC, Shaw Cable, BC Transit, or Municipal Forces for work required to be undertaken on this <i>Contract</i> .
7.4	.2	Optional Work	Add GC 7.4.2:  All items included in the <i>Schedule of Quantities and Prices</i> which stated to be Optional Work shall be used only as directed and at the sole discretion of the <i>Contract Administrator</i> .
	.3		Add GC 7.4.3  All or any unused portion of these sums shall revert to the RMOW and shall be deducted from the Contract Price before final payment is made. No claim for lost profit shall be made by the <i>Contractor</i> for the deletion of any or all of these optional items.
9.2	.4	Valuation Method	GC9.2.4 is amended by deleting “unless at the time of the agreement the <i>Contractor</i> expressly reserved in writing the right to claim for additional payment or Contract Time adjustments.”
11.1	.1	Concealed or Unknown Conditions Definition	GC 11.1.1(3) is deleted and the following substituted: “(3) differs materially and substantially from: i. the conditions of the Place of the Work that would have been evident to or reasonably foreseeable by a

			Contractor who was qualified to undertake the Work, and ii. any information in the Tender Documents or otherwise made available by the Owner with respect to any conditions of the Place of the Work that would not have been evident to or reasonably foreseeable by a contractor who was qualified to undertake the Work”.
13.1	.1	Delay by <i>Owner</i> or <i>Contract Administrator</i>	Add:  The <i>Owner</i> or <i>Contract Administrator</i> will not be liable for claims for delay caused by applicable third parties, including, but not limited to BC Hydro, TELUS, Fortis BC, Shaw Cable, BC Transit, or Municipal forces for work required to be undertaken on this <i>Contract</i> .
13.9	.1	Liquidated Damages for Late Completion	GC 13.9.1.1 is amended by deleting “\$1000 per day” and substituting “\$1,500 per day”.
15.3	.1	Termination	GC 15.3.1 (1) is deleted and the following substituted: “(1) be entitled to: (i) take possession of the <i>Place of the Work</i> and the materials to be incorporated into the <i>Work</i> wherever they are located including materials ordered for the <i>Work</i> but not yet delivered, (ii) utilize the construction machinery and equipment, subject to the right of third parties, and (iii) complete the <i>Work</i> by whatever method the <i>Owner</i> may consider expedient, and
17	5	Referee	GCI7.5.2(2) is deleted and the following substituted: 2) “if the parties have not agreed upon a Referee within 15 Days after the delivery of the Dispute Notice, then either party may make a written request to the Master Municipal Document Association to appoint the Referee within 10 Days of the written request. If after consultation with the parties, the Association is unable to appoint a Referee who is acceptable to both parties, the Association shall appoint as the Referee an individual who is qualified to act in that capacity under the Contract and who is independent and impartial.” GC17.5.3 is deleted and the following substituted: “If a Referee is selected for appointment as provided by this GC then the parties shall enter into an agreement with the Referee by signing a letter in the form as set out in Schedule 17.5.3 to these GC’s. If one party and the Referee sign the agreement and, after presentation, the other party fails or refuses to sign the agreement, the defaulting party shall be deemed to be a party to that agreement.” GC 17.5.8 is amended by adding after “The Referee” the following: “shall make decisions in a fair and impartial manner and”. GC17.5.II is amended

			<p>a) by renumbering it GC 17.5. 11.1 and by adding the following at the end “unless the parties agree otherwise.” and</p> <p>b) by adding the following:  17.5.11.2 Despite 17.5.1 1.1, on written application of a party, the Master Municipal Documents Association may revoke the appointment of the Referee if the Association is satisfied that the Referee is biased, unqualified to discharge the Referee’s duties, or has failed to diligently and conscientiously perform the Referee’s duties. A replacement Referee shall be selected for appointment as provided by this GC. GC17.5.13 is amended by deleting “by either party, or both parties,” and substituting the following: “by both parties but not by one party.”</p>
18.2	.1	Supporting Documentation	<p>Add:</p> <p>The <i>Contractor</i> shall not work on the <i>Site</i> or deliver materials for which delivery slips submitted to the <i>Owner</i> are the basis of payment unless the <i>Site Inspector</i> is present. However, if the <i>Contract Administrator</i> deems these requirements inappropriate then this requirement may be waived.</p>
18.9	.1	Waiver of Claims	<p>GC18.9.1 is amended by deleting the last sentence and substituting the following:  This waiver of claims shall include without limitation those claims that might arise from:  1) the negligence or breach of contract by the <i>Owner</i>, its employees, agents or officials, or  2) the negligence or wrongful acts of the <i>Owner’s</i> consultants or the <i>Contract Administrator</i>, but does not include claims made by <i>the Contractor</i> in writing prior to such application in accordance with the provisions of the <i>Contract Documents</i> and delivered to the <i>Contract Administrator</i> prior to date of Substantial Performance and still unsettled.</p>
	.2		<p>GC 18.9.2 is amended by deleting the last sentence and substituting the following:  This waiver of claims shall include without limitation those claims that might arise from:  1) the negligence or breach of <i>Contract</i> by the <i>Owner</i>, its employees, agents’, or officials, or  2) the negligence or wrongful acts of the <i>Owner’s</i> consultants or <i>Contract Administrator</i>, but does not include claims made by the. <i>Contractor</i> in writing prior to such application in accordance with the provisions of the <i>Contract Documents</i> and delivered to the <i>Contract Administrator</i> and still unsettled.</p>
20.4	.2	Environmental Laws	<p>GC20.4 is amended by adding the following:  20.4.2 The <i>Contractor</i> shall indemnify the <i>Owner</i> for any costs, fines, expenses and penalties that the <i>Owner</i> is required to pay on account of the <i>Contractor</i> performing</p>

			the <i>Work</i> in breach of any applicable Federal or Provincial or municipal environmental laws, regulations, or orders.
21	.2		<p>Delete GC 2 1.2.1 and replace with the following As part of the <i>Work</i> the Contractor shall, to the extent reasonably possible, perform on behalf of the Owner the obligations which the Owner must undertake as “Prime Contractor” by virtue of the Workers’ Compensation Act and Regulations, or other statutes. The Contractor shall have a safety program acceptable to the Workers’ Compensation Board and shall ensure that all Workers’ Compensation Board safety rules and regulations are observed during performance of this contract, not only by the Contractor but by all sub-contractors, workers, material personnel and others engaged in the performance of this contract. The Contractor shall indemnify the RMOW and hold harmless the RMOW from all manner of claims, demand, costs, losses, penalties and proceedings arising out of or in any way related to unpaid Workers’ Compensation Board assessments owing from any person or corporation engaged in the performance of this contract, or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers’ Compensation Board, including penalties levied by the Workers’ Compensation Board.”</p>
24	.1	Required Insurance	<p>In addition to the MMCD insurance requirements, the <i>Contractor</i> shall also comply with the following requirements of the RMOW, which will take precedence: “The <i>Contractor</i> shall insure and keep insured while this contract is in force, with such companies and on such forms as are acceptable to the RMOW, at the <i>Contractor’s</i> expense, Comprehensive General Liability Insurance covering premises and operations liability; <i>Contractor’s</i> Contingency Liability with respect to the operations of Subcontractor’s Completed Operations Liability, Contractual Liability and Non-Owned Automobile Liability Insurance. The limits of liability for Personal Injury and Property Damage combined shall be for not less than \$5,000,000 each occurrence. The RMOW and ISL Engineering and Land Services shall be added as additional named insured under the Comprehensive General Liability. A Cross Liability Clause shall be made part of the Comprehensive General Liability Insurance. All policies shall provide that they cannot be cancelled, lapsed, or materially changed without at least thirty (30) days notice to the RMOW by Registered Mail. Prior to the commencement of any work hereunder, the <i>Contractor</i> shall file with the RMOW a certificate of insurance for each policy required.</p>

			<p>All such insurance shall be maintained until final completion of the work, including the making good of faulty work or materials, except that coverage for completed operations liability shall in any event be maintained for twelve (12) months from date of final acceptance.</p> <p>Should the <i>Contractor</i> neglect to obtain and/or maintain insurance as aforesaid, or deliver such policy or policies to the RMOW, then it shall be lawful for the RMOW to obtain and/or maintain such insurance and the <i>Contractor</i> hereby appoints the RMOW their true and lawful attorney to do all things necessary for this purpose. All monies expended by the RMOW for insurance premiums under the provisions of this clause shall be charged to the <i>Contractor</i>.”</p>
25.1	.2	Correction of Defects	<p>Add to Clause:</p> <p>“Where in the opinion of the <i>Owner</i>, delay would cause serious loss or damage, repairs may be made without notice being sent to the <i>Contractor</i> and all expenses incurred will be charged to the <i>Contractor</i>.”</p>
	.3		<p>GC25. 1.3 is deleted and the following substituted:</p> <p>25.1.3 The <i>Owner</i> shall provide the <i>Contractor</i> with access, at all reasonable times, to the location of any defect or deficiency described in this GC to enable the <i>Contractor</i> to correct the defect or deficiency but the <i>Contractor</i> shall be responsible for</p> <ol style="list-style-type: none"> <li>1) exposure of the defect or deficiency in order to correct or repair the defect, deficiency,</li> <li>2) the restoration of the <i>Work</i> or other property that is disturbed or damaged in the course of <ol style="list-style-type: none"> <li>(i) exposing the defect or deficiency, or</li> <li>(ii) correcting or repairing the defect or deficiency, and</li> </ol> </li> <li>3) all risks associated with any activity described in paragraphs (1) and (2).</li> </ol>
26.1	.1	Partial Use	<p>GC26. 1. 1 is amended by deleting “on written approval of the <i>Contract Administrator</i>” and substituting “with prior written notice to the <i>Contract Administrator</i>”.</p>

# *Appendix A*

## *Civil Drawings (Binnie)*



*Appendix B*  
*Geotechnical Report and*  
*Drawings (Kontur)*

*Appendix C*  
*Structural Drawings*  
*(Chalten)*

*Appendix D*  
*Gutters and Downspouts*  
*Specifications*

*Appendix E*  
*Environmental*  
*Management Plan*

*Appendix F*  
*Environmental Impact*  
*Study*