



REQUEST FOR TENDERS

Driftwood Road Beach Access Footpath Upgrade Project

ISSUED: June 28, 2018

CLOSING DATE AND TIME:

Tenders are requested to be received at the Closing Location prior to:
3:00 PM (15:00 hrs) Pacific Time on July 26, 2018

CLOSING LOCATION:

Oceanside Place Arena
830 West Island Highway
Parksville, B.C., V9P 2X4
Attention: Mark Dobbs

Regional District of Nanaimo (RDN) Contact for Questions:

Mark Dobbs, Superintendent of Park Operations and Capital Projects
Telephone: 250-248-4744 ext. 3605
Email: mdobbs@rdn.bc.ca

Deadline for questions is five (5) business days before the closing date.

Optional Site Visit Meeting:

A non-mandatory site visit will be held on July 11, 2018 at 9:00 a.m. meeting around the intersection of Driftwood Road and Bostrom Rd., Nanaimo, B.C.. Interested parties will have the opportunity to view the site, take any measurements and ask any questions. All persons in attendance must bring their own personal protection equipment (i.e. steel toe footwear, high visibility vest, etc.). A sign-in sheet will be provided.



Project Overview

The Driftwood Road Beach Access Footpath Upgrade Project has been identified by the Community as a priority site for improvement. Currently the trail ends at a bank above the beach, which is seeing erosion from people scaling down to the beach. The RDN is inviting qualified and experienced contractors to bid on this opportunity. Specifications and design drawings for the construction of a staircase to the beach and related site works have been prepared and are enclosed herein.

The construction budget is \$40,000 & GST.

Project Location: At the end of Driftwood Road, at Bostrom Rd., Nanaimo, BC.

Project completion: prior to November 16, 2018.

Contractor's responsibilities:

- a) Unless otherwise indicated, the Contractor shall at his own expense, obtain all applicable permits, certificates and licences required by law for the conduct of the work and shall comply with all Federal, Provincial and Municipal Laws, Regulations, Building Codes and Ordinances affecting the execution of the work. The Contractor will be responsible for the coordination of all inspections required under the permits, if required.
- b) To supply own provisions for power, water, portable toilets and any other utilities, if required.
- c) Maintain the working area in an orderly manner and that shall not be encumbered with equipment, materials or debris.
- d) If applicable, locate any underground utility services prior to commencing the work including, but not limited to, contacting BC One Call and any other agencies with jurisdiction.
- e) All documents are for information purposes only. Bidders are not to rely on the information and must verify actual conditions and details on site.

Instructions to Bidders

Article 1. Closing Date/Time/Location

Bidders are requested to submit their Tender prior to the closing time of 3:00 PM (15:00 hrs), Pacific Time, July 26, 2018 as follows:

By hand/courier delivery only: One (1) copy of the Tender Form (2 pages) enclosed and sealed in an envelope clearly marked: "**Driftwood Road Beach Access Footpath Upgrade Project Tender**" delivered to the:

Oceanside Place Arena
830 West Island Highway
Parksville, B.C., V9P 2X4
Attention: Mark Dobbs

Tenders received by email or facsimile will not be accepted.



ARTICLE 2. Examine Documents

The Tenderer must carefully examine all of the Documents and the site of the proposed works, judging for and satisfying himself as to the probable conditions to be encountered. Should a Tenderer find discrepancies in, or omissions from the documents, or should he be in doubt as to their meaning, he should, prior to submitting his tender, notify the RDN in writing. 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 verbal agreement or conversation made or had at any time with any officer, agency or employee of the Owner shall affect or modify any of the terms or obligations herein stated, or deemed to be any representation of warranty.

Article 3. Addenda

If the RDN determines that an addendum is required for this TENDER, the RDN will post the addendum on the RDN website and the BC Bid website. Each addendum will be incorporated into and become part of the TENDER. No amendment of any kind to the TENDER is effective unless it is contained in a written addendum issued by the RDN. It is the sole responsibility of the Proponent to check and ensure any and all addendums are included prior to submitting their final Tender submission.

ARTICLE 4. Tender Price

Pricing, in Canadian dollars, shall be filled in where indicated on the Tender Form. In the event of a price extension discrepancy when calculating the total contract value, the RDN reserves the right to correct the totals without changing the unit rates or the lump sum amount.

ARTICLE 5. Federal and Provincial Sales Taxes

Prices shall include provincial sales tax payable on all applicable materials and equipment incorporated in the work. GST is not to be included in the price. GST shall be shown separately on the Tender Form based on the total contract value.

ARTICLE 6. Tender Signing

The tender must be executed by an authorized signatory in a position to legally bind their Company to the information contained in the Tender Form.

ARTICLE 7. Revisions to Tenders

Any revision to the tender by the Tenderer must be in writing properly executed and received prior to the posted closing date and time as per the submission instructions outlined in Article 1.

Multiple Revisions

Where a Tenderer submits multiple revisions to the original tender price, each revision should be numbered sequentially by the Tenderer. Unless the Tenderer clearly stipulates to the contrary on the face of the revision, each successive revision will nullify and replace any previous revision to the identified item or tender price.

Unclear or Ambiguous Revisions

If in the opinion of the RDN, any revision is unclear, ambiguous as to meaning or intent, or does not comply with the requirements of Article 9, that revision will be disregarded and the original tender



price, or the tender price determined by consideration of any other revisions will prevail. The RDN, its employees and agents will not assume any responsibility for timely receipt of any revisions.

ARTICLE 8. Tender Withdrawal

A Tenderer may, without prejudice to himself, withdraw his tender on written request received by the RDN Contact Person prior to the posted closing date and time.

ARTICLE 9. Tender Rejection

- .1 The RDN reserves the right to reject any or all tenders, or accept other than the lowest tender and to accept the tender which it deems most advantageous.
- .2 The RDN may reject a tender if:
 - a) After investigation and consideration, the RDN concludes that the Tenderer is not qualified to do the work and/or cannot do the work and perform the Contract in a manner satisfactory to the RDN.
 - b) A tender contains qualifying conditions or otherwise fails to conform to these Instructions to Tenderers.
 - c) A tender is incomplete, is considered incomplete in the Instructions to Tenderers, is obscure or irregular, which has erasures or corrections in the Tender Form, in which prices are omitted or are unbalanced, or which has an insufficient or irregular surety.
 - d) The RDN may, in its absolute discretion, reject a Tender submitted by Tenderer if the Tenderer, or any officer or director of the Tenderer is or has been engaged either directly or indirectly through another corporation in a legal action against the RDN, its elected or appointed officers and employees in relation to:
 - any other contract for works or services; or
 - any matter arising from the RDN's exercise of its powers, duties, or functions under the Local Government Act or another enactment within five years of the date of this Call for Tenders.

In determining whether to reject a tender under this clause, the RDN will consider whether the litigation is likely to affect the Tenderer's ability to work with the RDN, its consultants and representatives and whether the RDN's experience with the Tenderer indicates that the RDN is likely to incur increased staff and legal costs in the administration of this contract if it is awarded to the Tenderer.

- .4 The RDN may reject all tenders if for any reason the RDN considers to be in its best interest to do so, including without limitation for any of the following reasons;
 - a) the lowest tender that the RDN considers otherwise acceptable is higher than the funds budgeted or otherwise available for the project;
 - b) the RDN decides not to proceed with the project or to defer the project;
 - c) if only one bid is received, then the tender will be reissued unless a financial analysis indicates that the sole bid represents a good value for the taxpayers ; or
 - d) the RDN is delayed in obtaining, or is unable to obtain, all approvals or consents it considers necessary, whether required by law or otherwise.



.5 The RDN reserves the right to consider and to reject any tender or all tenders without notice to a Tenderer or Tenderers and without permitting a Tenderer to provide additional information.

.6 In no event will the RDN be responsible for a Tenderer's costs of preparing or submitting a tender.

ARTICLE 10. Award

Awards shall be made on tenders that will give the greatest value based on quality, service and price. The RDN will, following receipt of an acceptable tender, issue in writing a Notice of Award to the successful Tenderer.

ARTICLE 11. Form of Agreement

The form of agreement will include the following contract documents:

- a) the Agreement
- b) the letters of clarification, if any
- c) the most recent Addendum
- d) other Addenda, the more recent taking precedence over earlier Addenda
- e) the Scope of Services
- f) the Schedule of Fees, Rates and Charges
- g) the General Conditions
- h) the Notice of Intent to Award and/or Purchase Order
- i) the Tender Response
- j) the Specifications, if any
- k) the Drawings, if any
- l) the Invitation to Tender
- m) other relevant documents such as but not limited to any reports, standards or the like included by reference.

ARTICLE 12. Competency and Qualifications

The successful contractor must have the necessary competence, experience, qualified personnel and equipment to carry out all aspects of the work of the Contract. The successful Contractor will employ properly licensed, trained and unimpaired workers throughout the duration of the contract. Failure to do so could result in termination. Copies of certifications may be requested by the RDN. Smoking is not permitted. Alcohol and Drug consumption is not permitted on RDN property.

ARTICLE 13. Conflict of Interest

The contractor declares that it has no financial interest, directly or indirectly in the business of any third party that would be or be seen to be a conflict of interest in carrying out the services. It warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Bidder, has any financial or personal relationship or affiliation with any elected official or employee of the RDN or their immediate families which might in any way be seen by the RDN to create a conflict.

ARTICLE 14. Collusion

The bidder shall not engage in collusion of any sort and shall ensure that no person or other legal entity, other than the bidder has an interest in the bidder's submission and prepare the submission without any



knowledge of, comparison of figures with, or arrangement with any other person or firm preparing a Submission for the same work.

ARTICLE 15. Irrevocability

Submissions will be irrevocable and remain open for acceptance by the RDN for a period of sixty (60) calendar days, after the closing time.

ARTICLE 16. No Claim for Compensation

Except as expressly and specifically permitted in these Instructions to Tenderers, no Tenderer 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.

ARTICLE 17. Solicitation of Board Members

"If a member of the Board, or a person who was a member of the Board in the previous six months has a direct or indirect interest in the contract, then the Tenderer shall report this to the RDN in accordance with Section 107 of the *Community Charter* upon being notified of the award of the contract.

The Tenderer warrants and represents that it has not received any information or a record from any Board member or former Board member contrary to Section 108 of the *Community Charter*." The successful Tenderer will be required to direct all communications related to their contract through the staff members responsible for the project.

ARTICLE 18. Freedom of Information and Protection of Privacy Act

All documents submitted to the RDN will be held in confidence by the RDN, subject to the provisions of the Province of British Columbia's *Freedom of Information and Protection of Privacy Act*. The successful bidder and value of any award is routinely issued information.

ARTICLE 19. Prime Contractor Designation

The successful Tenderer is designated as the Prime Contractor and shall fulfill the Prime Contractor responsibilities as defined in:

- a) WorkSafeBC *Occupational Health and Safety Regulation*, Notice of Project, Section 20.2, and Coordination of multiple employer workplaces, Section 20.3;
- b) *Workers Compensation Act* (BC), Coordination at multiple-employer workplaces, Section 118, Subsections (1) & (2); and
- c) General Requirements, Section 3.10 WorkSafe BC.

The Prime Contractor must have the necessary qualifications be willing to accept the responsibilities as Prime Contractor for the project. They will be required to coordinate the safety of all workers on the work site, including their employees, their subcontractors, RDN work crews and their contractors, and private utilities, (BC Hydro, Telus, Shaw and FortisBC). Refer to the sample Prime Contractor Preconstruction Meeting Form contained in this document as a reference.



TENDER FORM
Driftwood Road Beach Access Project
Page 1 of 2

Date: _____

Company: _____

Address: _____

Telephone: _____ Email: _____

To: Regional District of Nanaimo

Having examined the Project site, and having carefully examined all of the tender documents including all addenda issued as supplements thereto, and having examined and complied with Instructions to Bidders, we hereby offer to perform the Work set forth in the aforesaid documents for the Pricing. Prices include the Contractor's labour, material, equipment, material costs, overhead and profit, all taxes and duties, and shall represent the cost to the RDN of such charges excluding GST which shall be shown separately.

Lump Sum Total: \$ _____

GST (5%): \$ _____

Total Contract Price: \$ _____

ACCEPTANCE

- .1 This Bid is open to acceptance for a period of sixty (60) days from the date of bid closing.
- .2 Submission of this Bid implies acceptance of the existing conditions at the site.
- .3 We understand that the lowest or any Bid will not necessarily be accepted. The RDN may also elect not to proceed with the Project.
- .4 The RDN reserves the right to waive minor defects or irregularities in the bid.
- .5 We agree to be designated as the Prime Contractor for this project per WorkSafe BC OH&S Regulations and have the necessary qualifications and are willing to accept the responsibilities as Prime Contractor for the project.



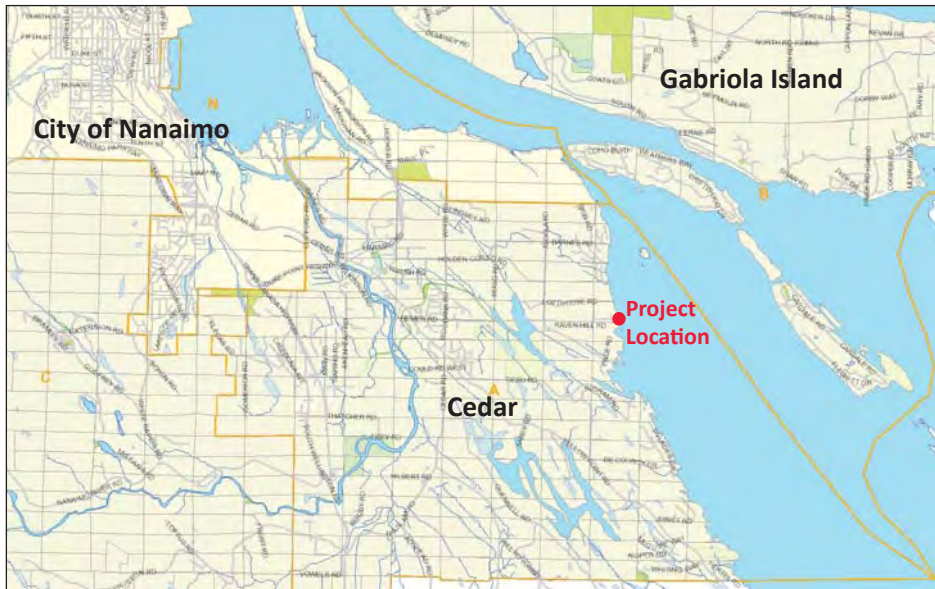
TENDER FORM
Driftwood Road Beach Access Project
Page 2 of 2

.6 We can complete the work by November 16, 2018.

Company: _____

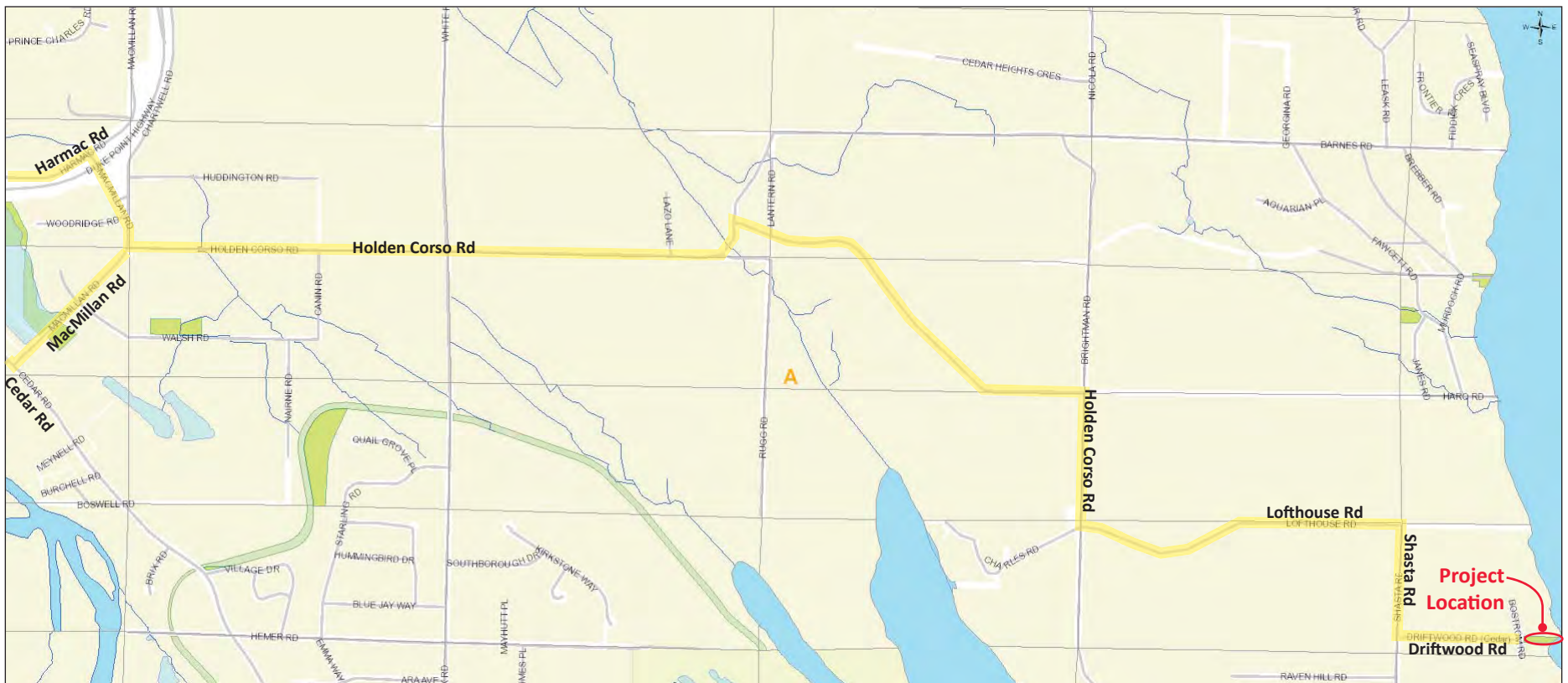
Signature: _____
(Authorized Officer)

Printed: _____
(Authorized Officer)



Project Location Directions:

From Harmac Rd or Cedar Rd, take MacMillan Rd to Holden Corso Rd.
 Follow Holden Corso Rd, turn left onto Lofthouse Rd.
 Turn right onto Shasta Rd.
 Turn left onto Driftwood Rd.
 Project location is at end of Driftwood Road, at Bostrom Rd.





REGIONAL DISTRICT OF NANAIMO DRIFTWOOD ROAD FOOTPATH UPGRADE

DRAWING LIST

<u>DRAWING NUMBER</u>	<u>DESCRIPTION</u>
0837-045-S00	COVER SHEET AND DRAWING LIST
0837-045-S01	GENERAL NOTES
0837-045-S02	GENERAL ARRANGEMENT AND CULVERT
0837-045-S03	STAIRS

GENERAL NOTES:

1.0 GENERAL

1.1 DESIGN LOADS

LIVE LOAD: 4.8 KPa PER BCBC

SNOW LOAD: S_s = 2.3 KPa
S_r = 0.4 KPa

GUARDRAILS: LATERAL LOADS OF 0.75 KN/m OR A CONCENTRATED LOAD OF 1.0KN APPLIED AT ANY POINT, WHICHEVER GOVERNS.
VERTICAL LOAD AT TOP RAIL = 1.5 KN/m

1.2 THIS WORK IS TAKING PLACE ON MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE ROAD ALLOWANCE UNDER PERMIT NUMBER 2018-02780.

1.3 DRAWINGS HAVE BEEN PREPARED BASED UPON:

- SURVEY OF EXISTING TRAIL ALIGNMENTS AND TOPOLOGY PREPARED BY TURNER LAND SURVEYING INC.
- GEOTECHNICAL REVIEW OF BANK BY LEWKOWICH ENGINEERING ASSOCIATES LTD.

1.4 READ STRUCTURAL DRAWINGS IN CONJUNCTION WITH ALL OTHER CONTRACT DRAWINGS AND DOCUMENTS. REPORT ANY CONFLICTS TO THE ENGINEER BEFORE COMMENCING WORK.

1.5 VERIFY ALL DIMENSIONS AND ELEVATIONS PRIOR TO CONSTRUCTION.

1.6 CONTRACTOR'S RESPONSIBILITY: THESE DRAWINGS SHOW COMPLETED STRUCTURAL COMPONENTS OF THE STAIRS. THE REQUIRED TEMPORARY BRACING AND SHORING TO PERFORM THE WORK SAFELY IS THE RESPONSIBILITY OF THE CONTRACTOR.

1.7 ELEVATIONS ARE IN METRES AND DIMENSIONS ARE IN MILLIMETRES.

1.8 ELEVATIONS ARE TO GEODETIC DATUM. SITE PLAN DERIVED FROM A SURVEY DRAWING PREPARED BY TURNER AND LAND SURVEYING, FILE NO. 16-113 DATED SEPTEMBER 8TH, 2016.

1.9 UNDER NO CIRCUMSTANCES ARE DRAWINGS TO BE SCALED.

1.10 QUALITY ASSURANCE QUALIFICATION OF CONTRACTOR AND SUPERINTENDENT: THE CONTRACTOR SHALL BE FULLY CONVERSANT WITH ALL SAFETY PROCEDURES AND REGULATIONS RELATING TO CONSTRUCTION, AND SHALL EMPLOY STAGING AND OTHER SAFETY PROVISIONS AS SPECIFIED ELSEWHERE AND REQUIRED BY THE WORKERS COMPENSATION BOARD REGULATIONS.

2.0 ENVIRONMENTAL CONSTRUCTION REQUIREMENTS

2.1 ENVIRONMENTAL WORK PROCEDURES, TIMING, AND SPECIAL PRECAUTIONS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS AND LIMITATIONS OF THE FEDERAL DEPARTMENT OF FISHERIES AND OCEANS, AND THE PROVINCIAL MINISTRY OF WATER, LAND AND AIR PROTECTION.

2.2 ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE RECOMMENDATIONS PROVIDED IN THE ENVIRONMENTAL ASSESSMENT PERFORMED BY AQUATERRA ENVIRONMENTAL LTD. (PROJECT 2018607 DATED MARCH 2018).

2.3 ALL TREES AND ROOTS TO BE PRESERVED WHERE POSSIBLE. NO TREES TO BE REMOVED WITHOUT THE PRIOR APPROVAL OF THE RDN. ALL DISTURBED AREAS TO BE RESEDED WITH NATIVE GRASS MIX. ANY SHRUBS OR TREES REMOVED MUST BE REPLACED AND THE AREA IS TO BE COVERED IN STRAW MULCH UPON COMPLETION.

2.4 UPON COMPLETION, TRAIL SURFACE TO BE RESTORED TO ITS ORIGINAL GOOD CONDITION (NATURAL SURFACE TRAIL).

2.5 CONSTRUCTION AND SITE ACCESS TO RESULT IN MINIMAL DISTURBANCE TO THE NATURAL ENVIRONMENT AND ADJACENT NEIGHBOURS. LOW IMPACT MACHINERY ONLY.

3.0 SUBMITTALS

3.1 ALUMINUM SHOP DRAWINGS MUST BE SUBMITTED FOR APPROVAL A MINIMUM OF 2 WEEKS PRIOR TO START OF FABRICATION. FABRICATION MUST NOT COMMENCE PRIOR TO APPROVAL OF THE SHOP DRAWINGS BY HEROLD ENGINEERING LIMITED, WHO ARE THE OWNERS REPRESENTATIVE.

3.2 ALUMINUM MILL TEST CERTIFICATES AND WELD INSPECTION REPORTS MUST BE SUBMITTED A MINIMUM OF 72 HOURS PRIOR TO TRANSPORTING ALUMINUM COMPONENTS TO SITE. ALUMINUM COMPONENTS MUST NOT BE SHIPPED PRIOR TO APPROVAL OF THE CERTIFICATES AND REPORTS BY THE OWNERS REPRESENTATIVE.

3.3 CONCRETE MIX DESIGNS OR SPECIFICATIONS FOR "BAG" MIXES MUST BE SUBMITTED FOR APPROVAL A MINIMUM OF 2 WEEKS PRIOR TO PLACEMENT OF CONCRETE. CONCRETE MUST NOT BE PLACED PRIOR TO APPROVAL OF THE MIX BY THE OWNERS REPRESENTATIVE.

4.0 FIELD REVIEWS

4.1 THE CONTRACTOR MUST PROVIDE A MINIMUM OF 48 HOURS NOTICE TO THE OWNERS REPRESENTATIVE FOR THE FOLLOWING REVIEWS TO BE PERFORMED:

- CONFIRM FOOTING PLACEMENT AND STAIR ALIGNMENT WITH THE OWNER.
- PRE-POUR REVIEW OF REINFORCEMENT FOR CAST IN PLACE CONCRETE, TO BE PERFORMED ONCE REINFORCEMENT HAS BEEN PLACED AND FORMWORK IS SUBSTANTIALLY COMPLETE WHILE STILL ALLOWING ACCESS TO REINFORCEMENT.
- FINAL INSTALLATION REVIEW, TO BE PERFORMED ONCE THE MAJORITY OF THE STRUCTURE IS INSTALLED.

4.2 ANY DEFICIENCIES NOTED DURING A FIELD REVIEW MUST BE CORRECTED PRIOR TO COMPLETION OF THE AFFECTED STAGE OF WORK.

4.3 ADDITIONAL FIELD REVIEWS MAY BE REQUIRED, AT THE DISCRETION OF THE OWNERS REPRESENTATIVE.

5.0 CONCRETE

5.1 ALL CONCRETE WORK SHALL CONFORM TO THE REQUIREMENTS OF CAN/CSA A23.1 AND A23.2.

5.2 CONCRETE MIXES SHALL CONFORM TO CAN/CSA A23.1 AND A23.2 AND SHALL HAVE THE FOLLOWING PROPERTIES:

CLASS	28 DAY STRENGTH	MAXIMUM AGGREGATE SIZE	MAXIMUM SLUMP	AIR CONTENT	EXPOSURE
TOP ABUTMENT	35 MPa	20mm	75mm	5% TO 8%	C-1
LOWER STAIR FOOTING	35 MPa	20mm	75mm	5% TO 8%	C-1
CULVERT HEADWALL	25 MPa	20mm	75mm	4% TO 7%	F-2

5.3 CONCRETE TESTING SHALL BE CARRIED OUT IN ACCORDANCE WITH CAN/CSA A23.1 AND A23.2. THE MINIMUM NUMBER OF TESTS PERFORMED SHALL BE AS PER CSA A23.2. ADDITIONAL TESTING SHALL BE PERFORMED AT THE DIRECTION OF THE STRUCTURAL ENGINEER. CONTRACTOR SHALL PROVIDE TESTING AGENCY WITH ADEQUATE NOTICE TO PROVIDE TESTING AS REQUIRED. COST OF TESTING BY CONTRACTOR.

5.4 PROVIDE A 20mm CHAMFER ON ALL EXPOSED EDGES OF CONCRETE, UNLESS NOTED OTHERWISE.

5.5 CONCRETE FINISHES SHALL BE IN ACCORDANCE WITH CAN/CSA A23.1.

5.6 ALL CONCRETE CURING SHALL BE IN ACCORDANCE WITH CAN/CSA A23.1. SPECIAL PRECAUTIONS SHALL BE TAKEN AS NOTED IN CSA A23.1 FOR PLACING AND CURING CONCRETE ABOVE 30° C AND BELOW 5° C.

5.7 MINIMUM CONCRETE COVER TO REINFORCING SHALL BE 50mm, UNLESS NOTED OTHERWISE.

5.8 REINFORCING STEEL SHALL CONFORM TO C.S.A. SPECIFICATION G30.18-M, GRADE 400.

5.9 LAP OF BARS FOR SPLICES TO BE 40 x BAR DIAMETER, UNLESS NOTED OTHERWISE.

6.0 GROUT

6.1 GROUT TO BE NON SHRINK, 50MPa.

7.0 ALUMINUM

7.1 ALL STAIR AND PLATFORM MATERIAL TO BE ALUMINUM UNLESS NOTED OTHERWISE. ALUMINUM EXTRUSIONS SHALL BE 6061-T6. ALUMINUM PLATE AND BAR GRATING SHALL BE 6063-T5.

7.2 STRUCTURES TO BE FABRICATED IN ACCORDANCE WITH CSA-S157.

7.3 WELDING SHALL BE IN ACCORDANCE WITH CSA W59.2.

7.4 FABRICATOR SHALL BE CERTIFIED TO CSA W47.2.

7.5 PROVIDE A MINIMUM 6mm FILLET WELD OR EQUIVALENT FOR CONNECTIONS, UNLESS NOTED OTHERWISE.

7.6 PROVIDE A COMPLETE PENETRATION WELD TO CONNECT CRANKED CHANNEL STRINGERS.

7.7 GRIND SMOOTH ALL SHARP EDGES.

7.8 FOR CORROSION PROTECTION: WHERE ALUMINUM IS IN CONTACT WITH CONCRETE, A TEFLON PAD SHALL BE INSTALLED AS A BARRIER BETWEEN THE DISSIMILAR ITEMS.

7.9 BOLTED CONNECTIONS SHALL BE USED FOR ALL FIELD CONNECTIONS. CONTRACTOR TO DETERMINE LOCATIONS OF BOLTED CONNECTIONS SO AS TRANSPORTATION OF THE MEMBERS TO THE SITE IS AS EASY AS POSSIBLE. CONNECTIONS SHALL BE DESIGNED BY THE CONTRACTOR AND SHOP DRAWINGS SHALL BE SUBMITTED FOR REVIEW. A MINIMUM OF 2-19# BOLTS, IS REQUIRED.

8.0 WELDING INSPECTIONS

8.1 ALL WELDS SHALL BE INSPECTED OR TESTED BY NON-DESTRUCTIVE MEANS AS REQUIRED BY A THIRD PARTY WELD INSPECTOR ENGAGED BY THE CONTRACTOR. THE WELD INSPECTOR SHALL BE CERTIFIED IN ACCORDANCE WITH CSA W178.2 TO LEVEL 2 AND THE INSPECTION AND TESTING SHALL BE PERFORMED IN ACCORDANCE WITH CSA W59 AS FOLLOWS:

- 100% OF FILLET WELDS SHALL BE VISUALLY INSPECTED.
- 50% OF GROOVE WELDS AND 100% OF FULL PENETRATION WELDS SHALL BE INSPECTED BY ULTRASONIC OR RADIOGRAPHIC METHODS.

8.2 ALL FAILURES IDENTIFIED BY THE TESTING AND INSPECTIONS SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE. COST OF ADDITIONAL TESTING TO CONFIRM CONFORMANCE WITH SPECIFICATIONS SHALL BE BORNE BY THE CONTRACTOR.

8.3 TEST REPORTS ARE TO BE SUBMITTED IN ACCORDANCE WITH SECTION 3.0.

9.0 MISCELLANEOUS CONNECTIONS

9.1 BOLTED CONNECTIONS SHALL UTILIZE ASTM F593H BOLTS (316 SS) COMPLETE WITH ASTM F594H NUTS AND WASHERS TYPICAL 3mm NYLON WASHERS ARE TO BE USED BETWEEN FASTENERS AND ALUMINUM.

9.2 PROVIDE TAPERED WASHERS WHERE CHANNELS HAVE TAPERED FLANGES.

10.0 ADHESIVE ANCHORS

10.1 ALL ANCHORS ARE TO BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S WRITTEN INSTRUCTIONS.

10.2 UNLESS NOTED OTHERWISE ADHESIVE ANCHORS SHALL BE HILTI 'HAS' ROD. REFER TO DRAWINGS FOR ANCHOR LOCATIONS, SIZES, CENTRES AND EMBEDMENT LENGTH. USE HILTI HY200 MAX OR HILTI HIT RE500 ADHESIVE AS NOTED BELOW.

- USE HILTI HIT HY200 MAX WHEN:
- A QUICK CURE IS REQUIRED,
 - CONDITIONS ARE DRY,
 - HOLES ARE HAMMER DRILLED,
 - HOLES ARE NOT OVER-SIZED,
 - BASE MATERIAL TEMPERATURE IS ABOVE 5° CELSIUS.

- USE HILTI HIT RE500 WHEN:
- EXTENDED WORKING TIME IS REQUIRED AND CURE TIME IS NOT CRITICAL,
 - HOLES ARE DRILLED USING DIAMOND CORE, PNEUMATIC OR HAMMER DRILLS,
 - DEEP EMBEDMENT IS SPECIFIED,
 - THE APPLICATION IS UNDERWATER, OR HOLES ARE OVERSIZED.

10.3 HOLES FOR ADHESIVE ANCHORS SHALL BE CLEANED OUT WITH HIGH PRESSURE AIR AND THEN A BRUSH PRIOR TO ANCHOR INSTALLATION.

10.4 INSTALLERS OF HILTI PRODUCTS SHALL HAVE RECEIVED TRAINING BY HILTI (CANADA) CORP. IN THE USE OF THE SPECIFIED PRODUCTS. THE GENERAL CONTRACTOR SHALL PROVIDE THE DESIGN ENGINEER WITH A LETTER STATING THAT THIS TRAINING HAS BEEN COMPLETED.

11.0 ABBREVIATIONS

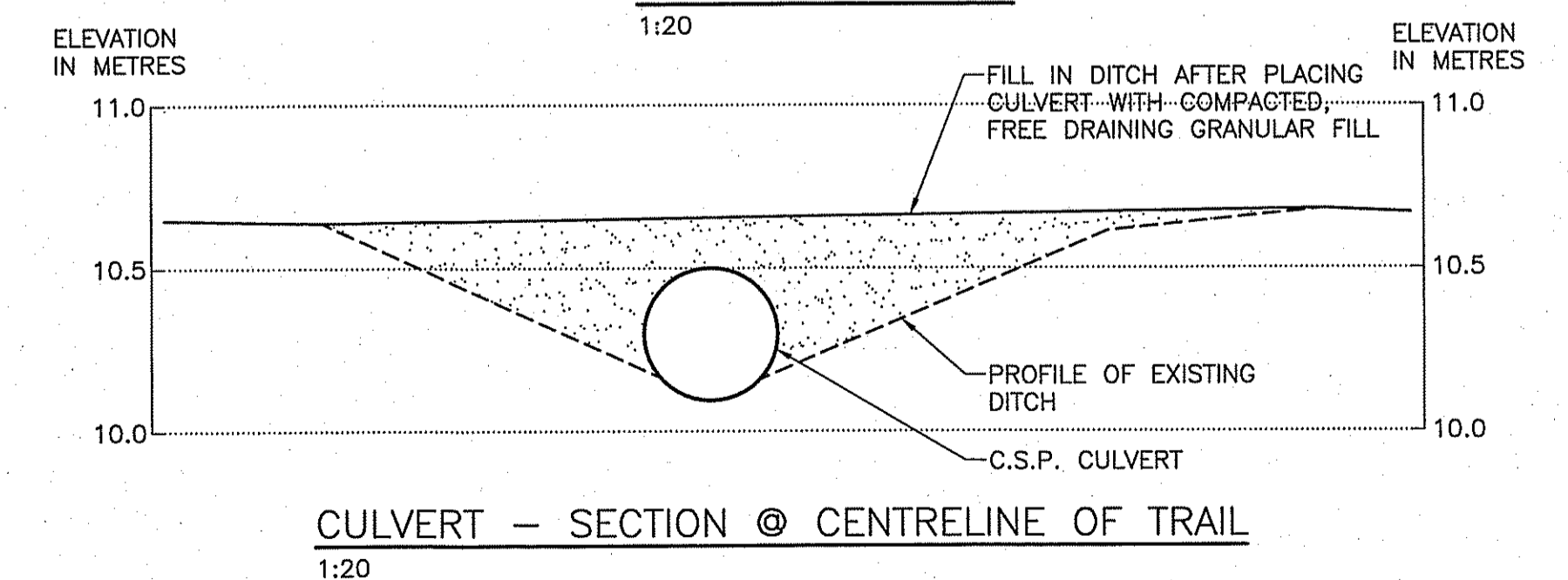
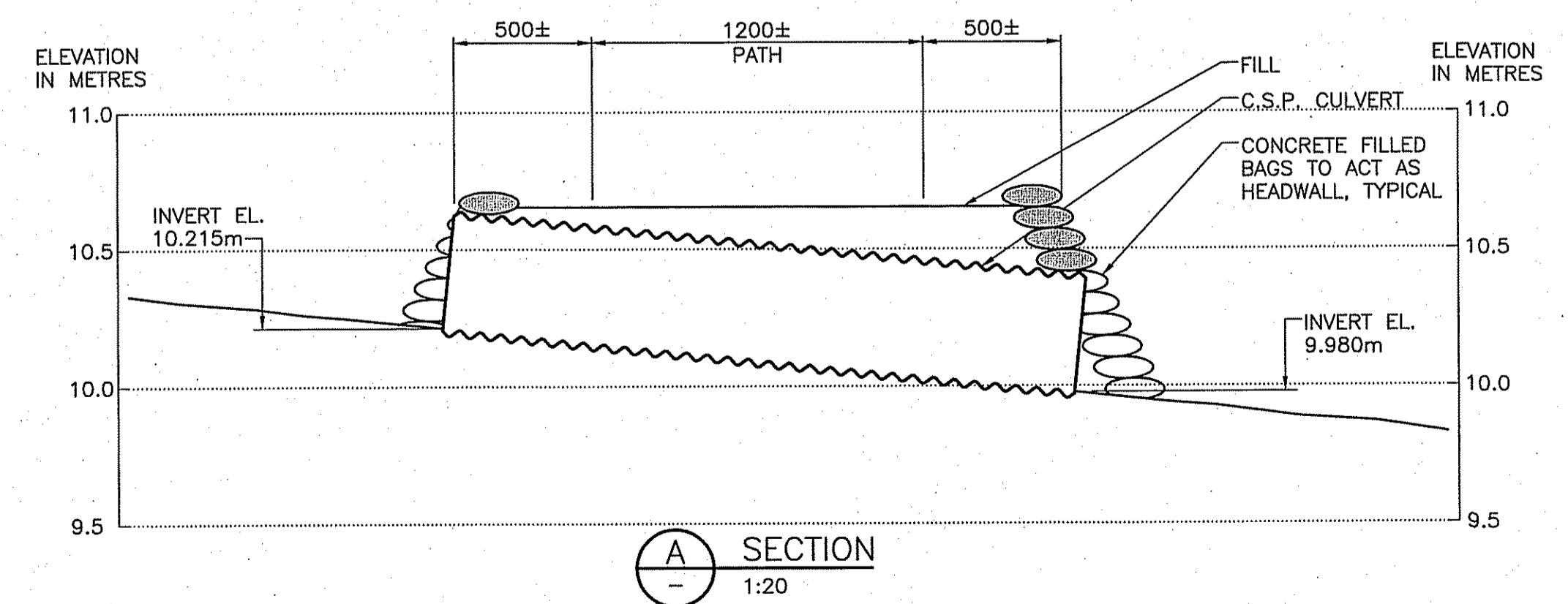
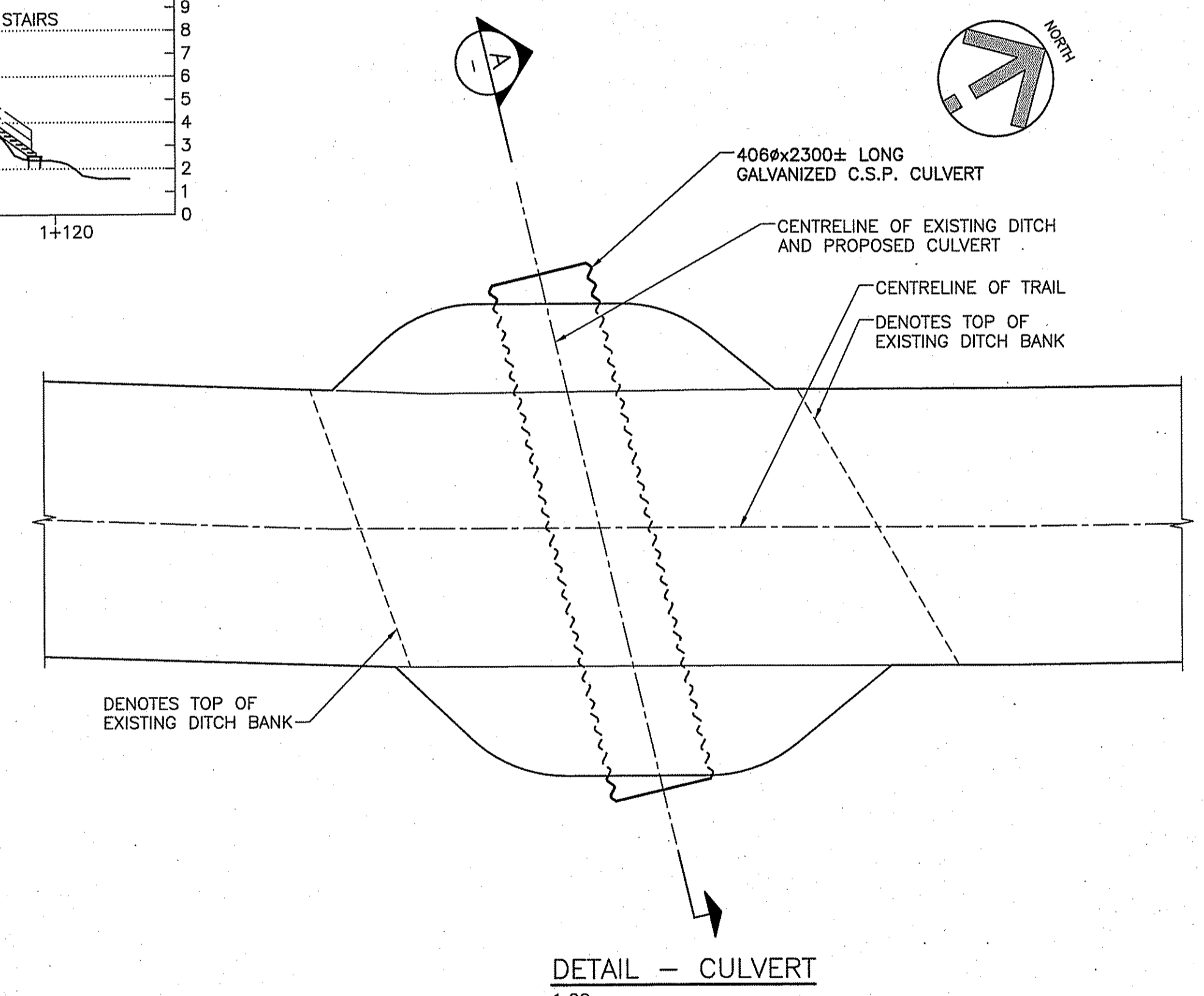
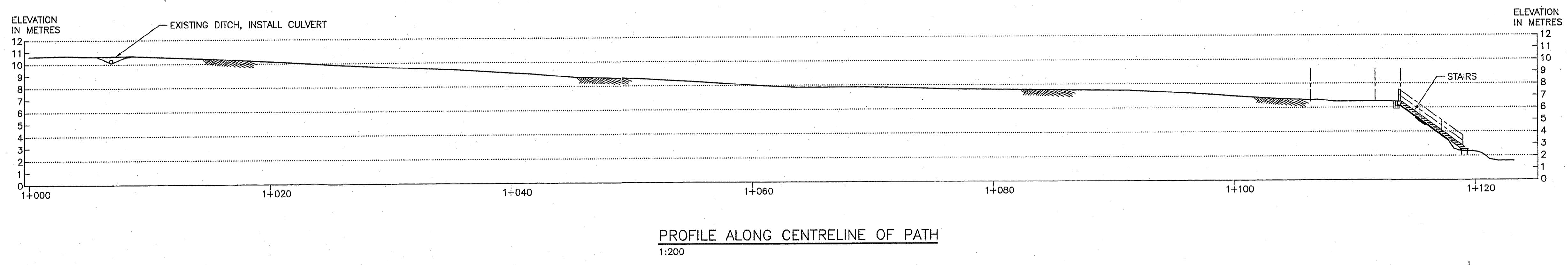
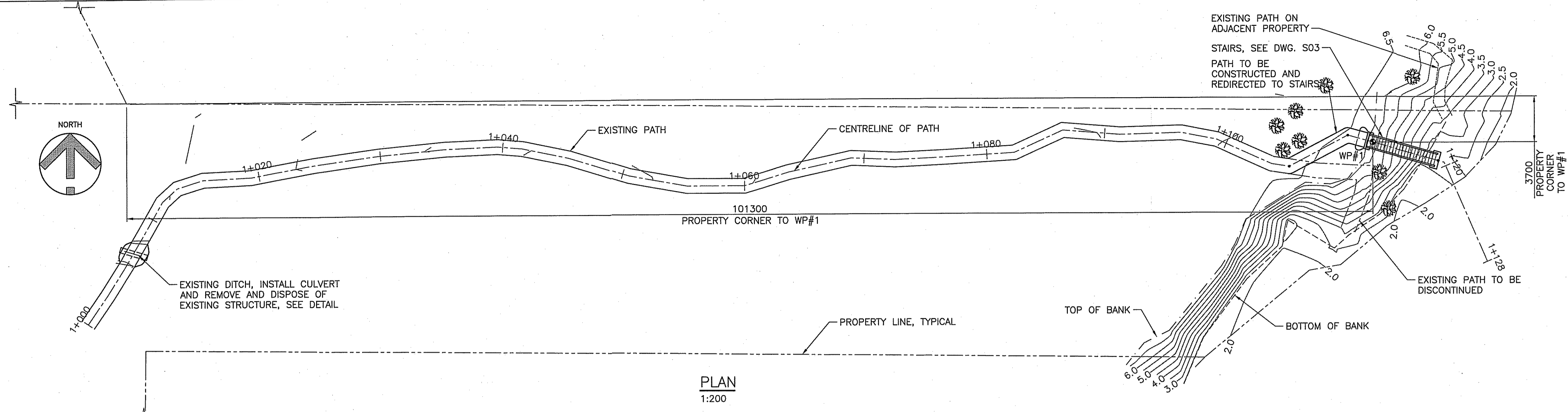
CL	-	CLEAR
Ⓢ	-	CENTRELINE
C.S.P.	-	CORRUGATED STEEL PIPE
CP	-	COMPLETE PENETRATION
C/W	-	COMPLETE WITH
DWG.	-	DRAWING
EL.	-	ELEVATION
I.D.	-	INSIDE DIAMETER
LLH	-	LONG LEG HORIZONTAL
LLV	-	LONG LEG VERTICAL
MAX.	-	MAXIMUM
MIN.	-	MINIMUM
N.T.S.	-	NOT TO SCALE
OPP.	-	OPPOSITE
PL	-	PLATE
R	-	RADIUS
SIM.	-	SIMILAR
S.S.	-	STAINLESS STEEL
T.O.	-	TOP OF
TYP.	-	TYPICAL
U/S	-	UNDERSIDE
U.N.O.	-	UNLESS NOTED OTHERWISE
WP	-	WORK POINT

ISSUED FOR TENDER

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ISSUES			SUB CONSULTANT			DRAFTED				GENERAL NOTES	DRIFTWOOD ROAD FOOTPATH UPGRADE RECREATION & PARKS PARKSVILLE BC V9P 2X4 REGIONAL DISTRICT OF NANAIMO	HEL PROJECT No.	CLIENT DWG. No.
No.	DATE	ISSUED FOR	No.	DATE	ISSUED FOR	JJMC	0837-045					N/A	
A	2016.10.14	CLIENT REVIEW										SCALE	PERMIT No.
B	2016.11.07	CLIENT REVIEW										NONE	N/A
C	2018.06.18	CLIENT REVIEW										HEL DRAWING No.	REVISION
D	2018.06.22	CLIENT REVIEW										S01	0
E	2018.06.26	TENDER											

ARCHITECTURAL 1/4" = 1'



NOTES:
1. FOR GENERAL NOTES, SEE DWG. S01.

ISSUED FOR TENDER

ISSUES				SUB CONSULTANT			
No.	DATE	ISSUED FOR	No.	DATE	ISSUED FOR	No.	DATE
A	2016.10.14	CLIENT REVIEW					
B	2016.11.07	CLIENT REVIEW					
C	2018.06.18	CLIENT REVIEW					
D	2018.06.22	CLIENT REVIEW					
E	2018.06.26	TENDER					

DRAFTED: JJMC
DRAFTING REVIEW: —
DESIGNED: MGCS
DESIGN REVIEW: —

HEROLD ENGINEERING
3701 Shenton Rd, Nanaimo, BC V9T 2H1
Tel: 250-751-8558 Fax: 250-751-8559
Email: mail@heroldengineering.com

ENGINEERS SEAL
PROFESSIONAL ENGINEER
M.C.G. SEYD
#26013
2018.06.26

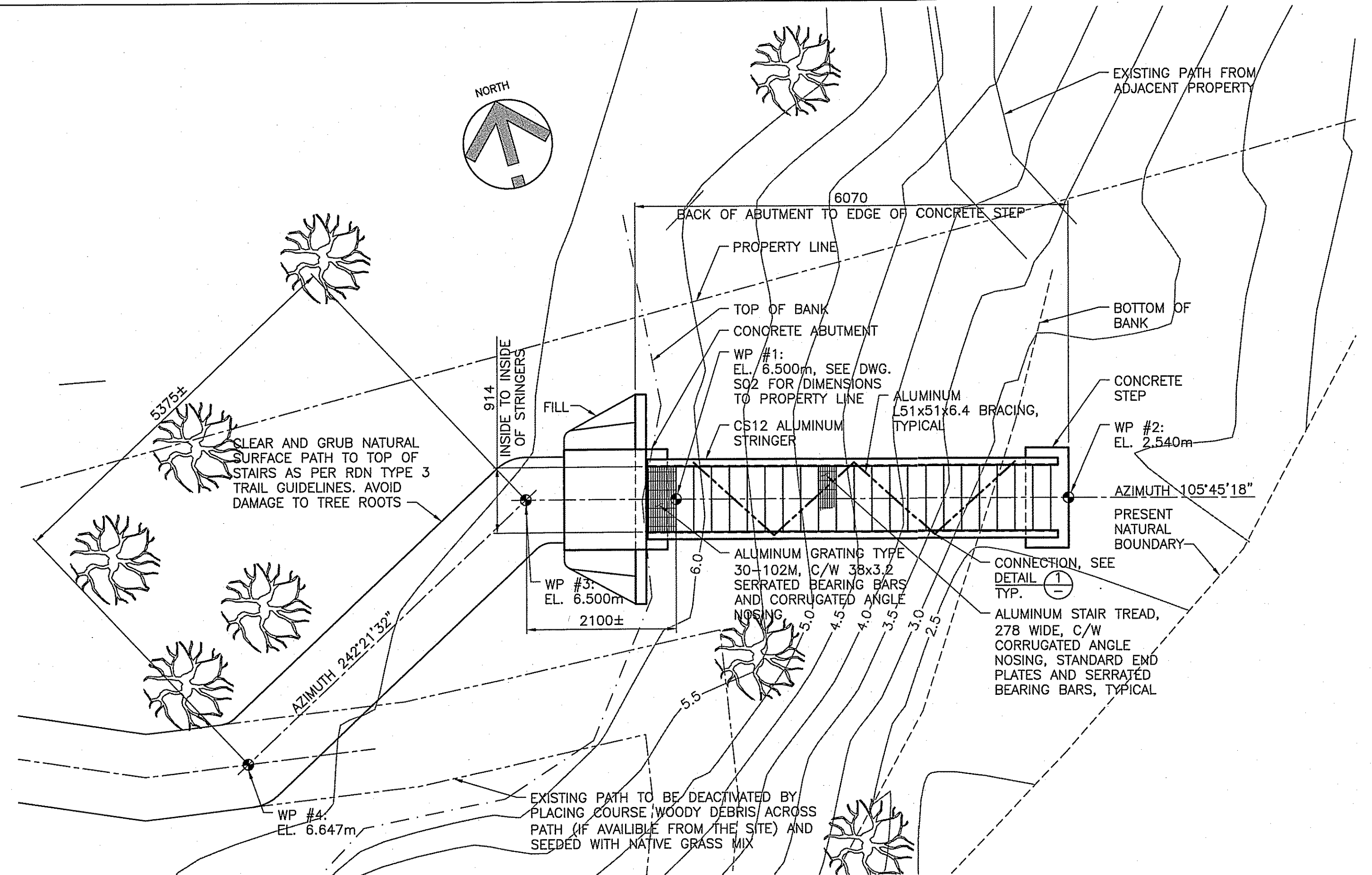
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DRIFTWOOD ROAD FOOTPATH UPGRADE
RECREATION & PARKS PARKSVILLE BC V9P 2X4
REGIONAL DISTRICT OF NANAIMO

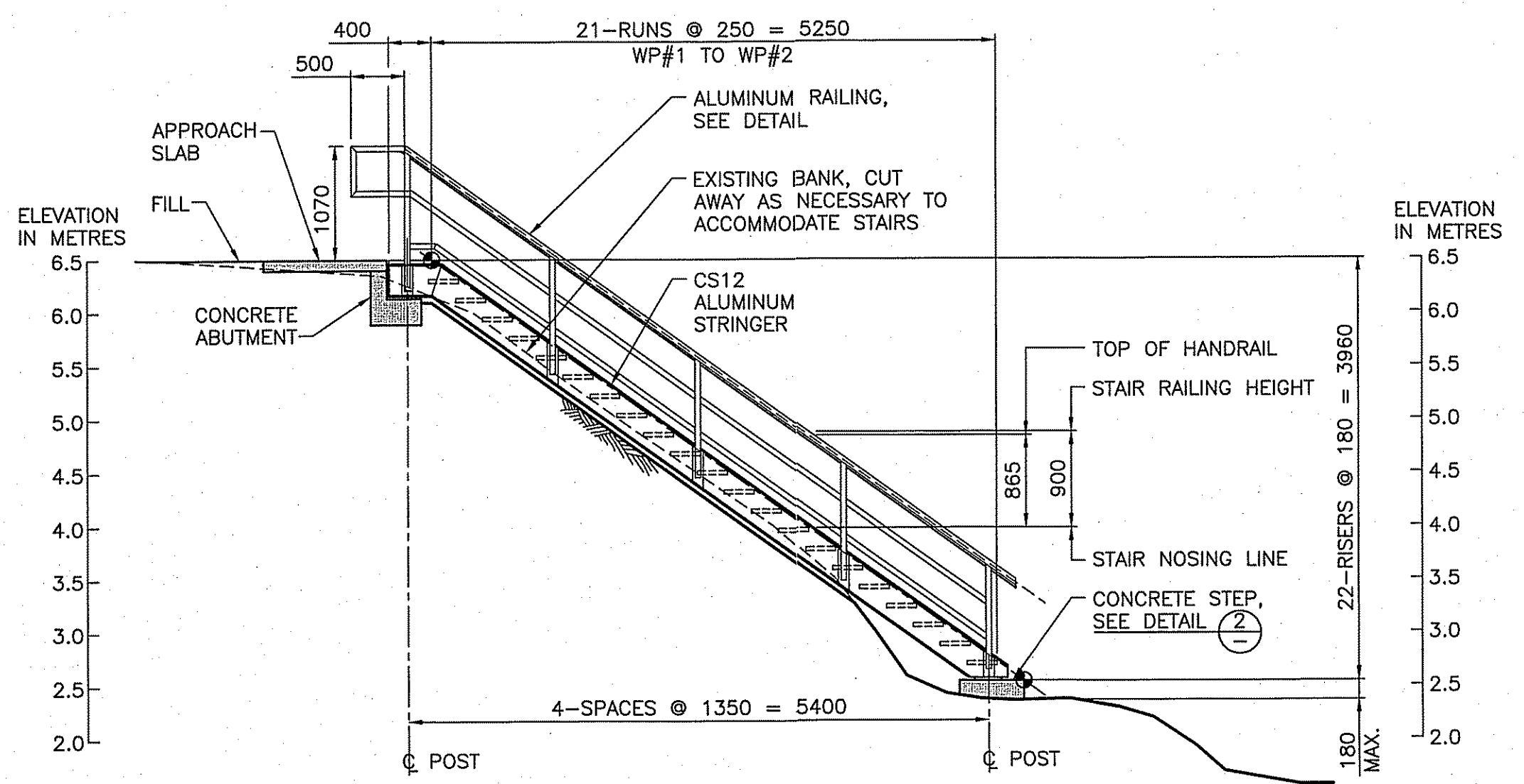
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SCALE AS SHOWN	PERMIT No. N/A
HEL DRAWING No. S02	REVISION 0

DESTROY ALL DRAWINGS SHOWING PREVIOUS REVISION

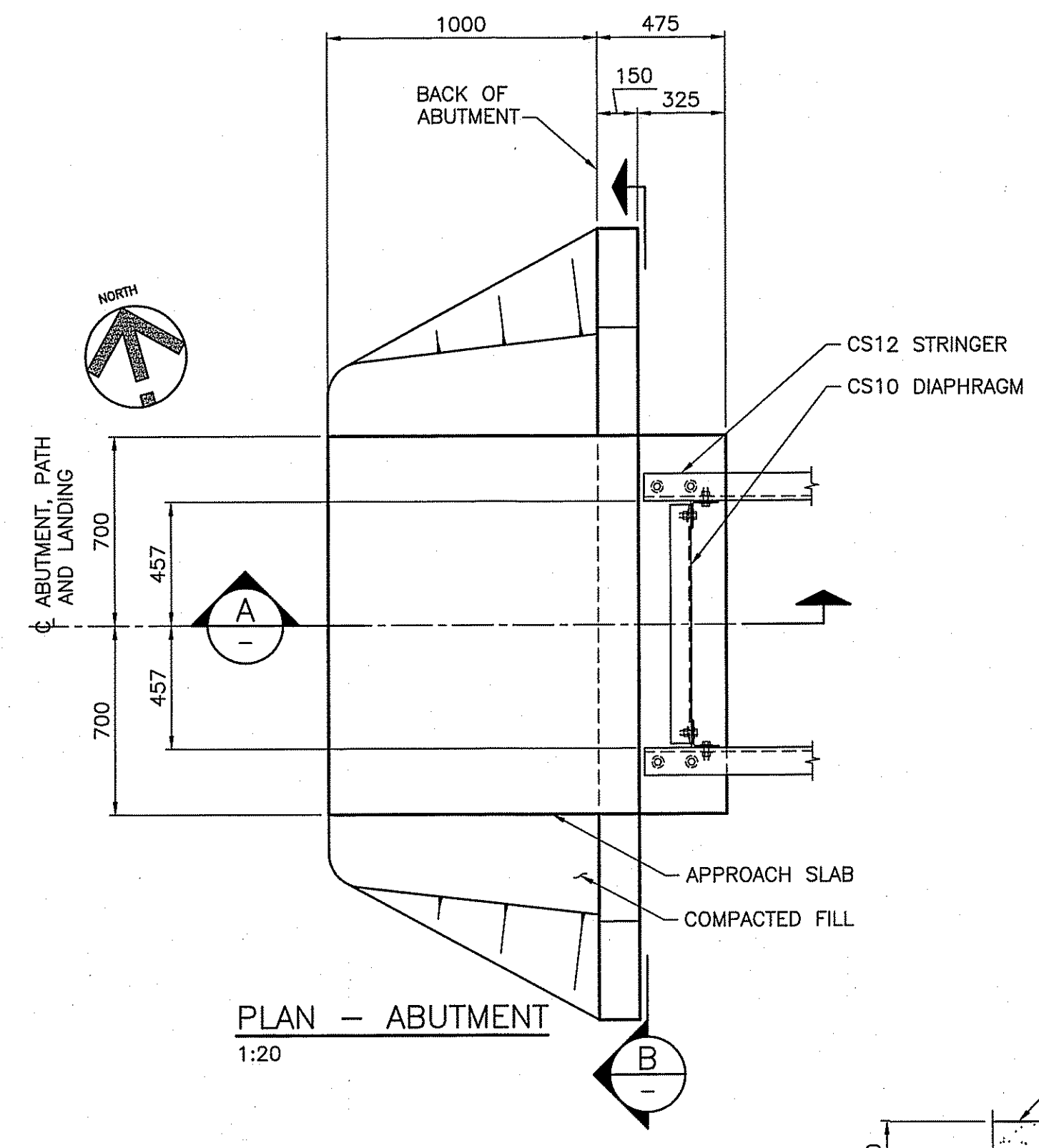
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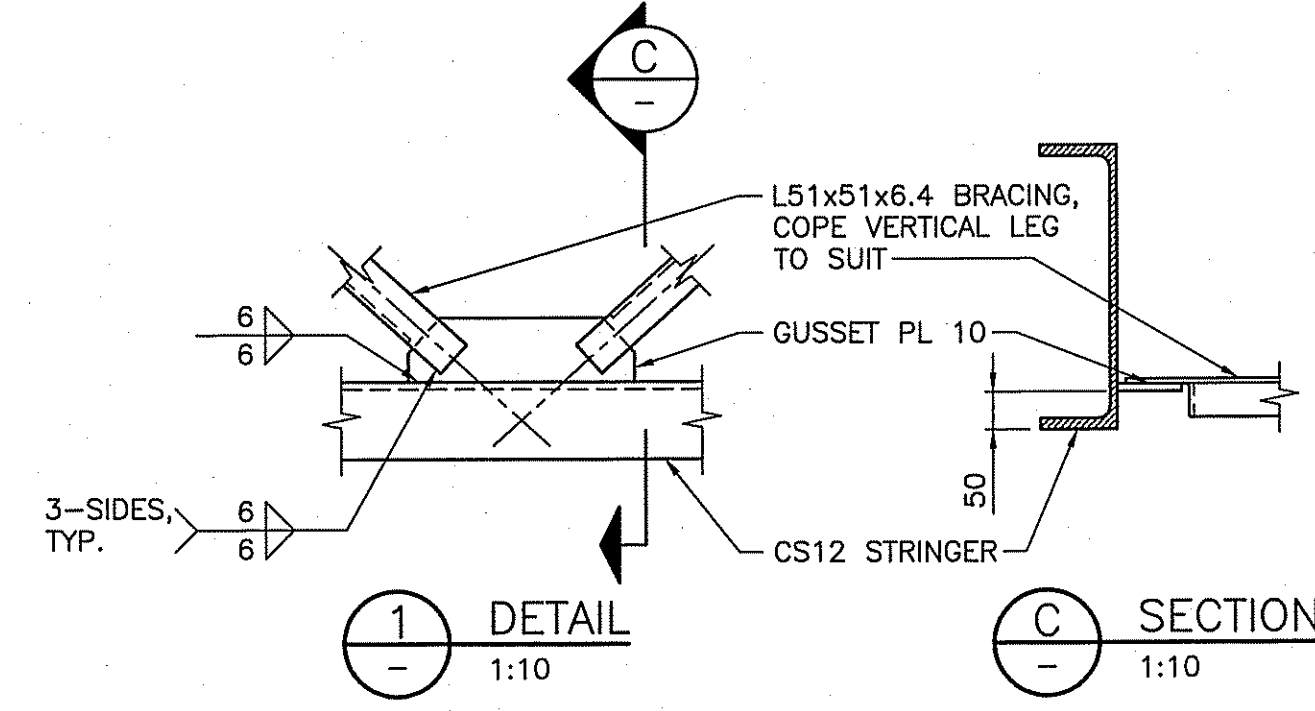
PLAN
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NOTE: ALIGNMENT MAY BE CHANGED SLIGHTLY TO SUIT SITE CONDITIONS. ALIGNMENT TO BE CONFIRMED WITH OWNER.



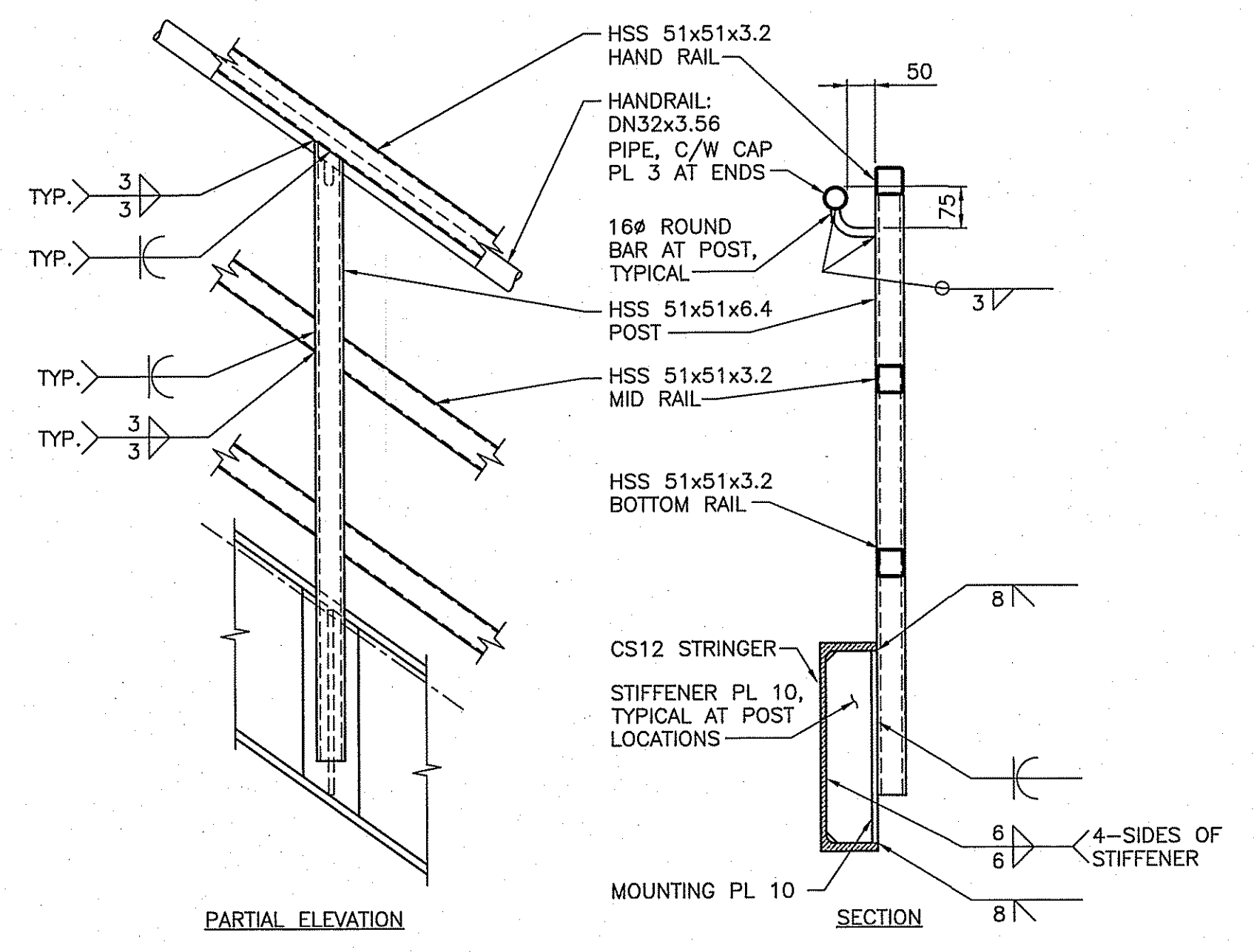
SECTION AT CENTRELINE OF STAIRS
1:50



PLAN - ABUTMENT
1:20

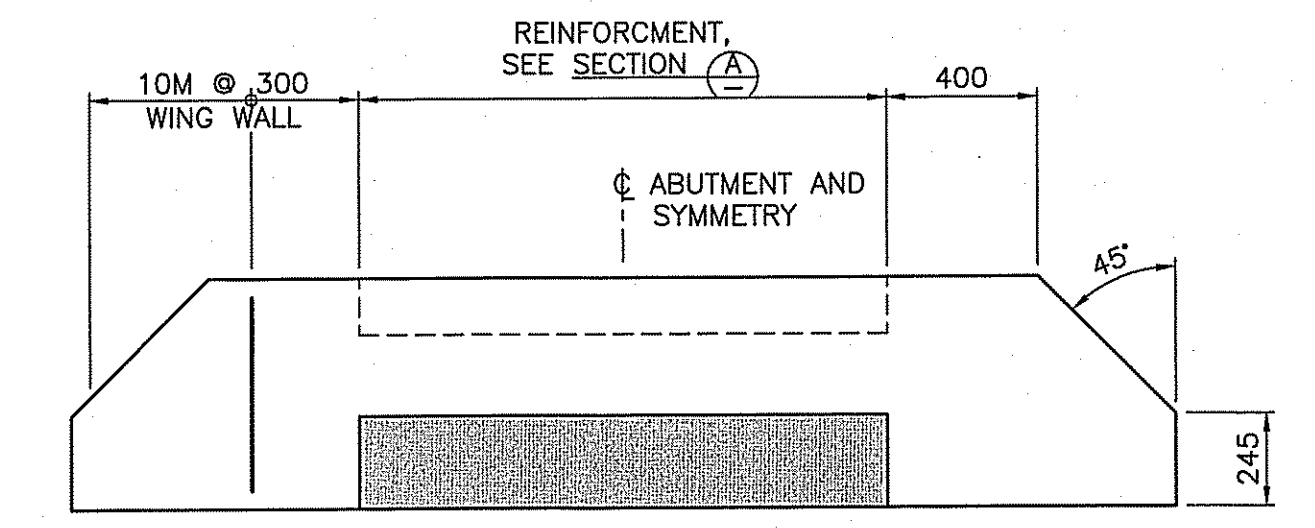


1 **DETAIL**
1:10

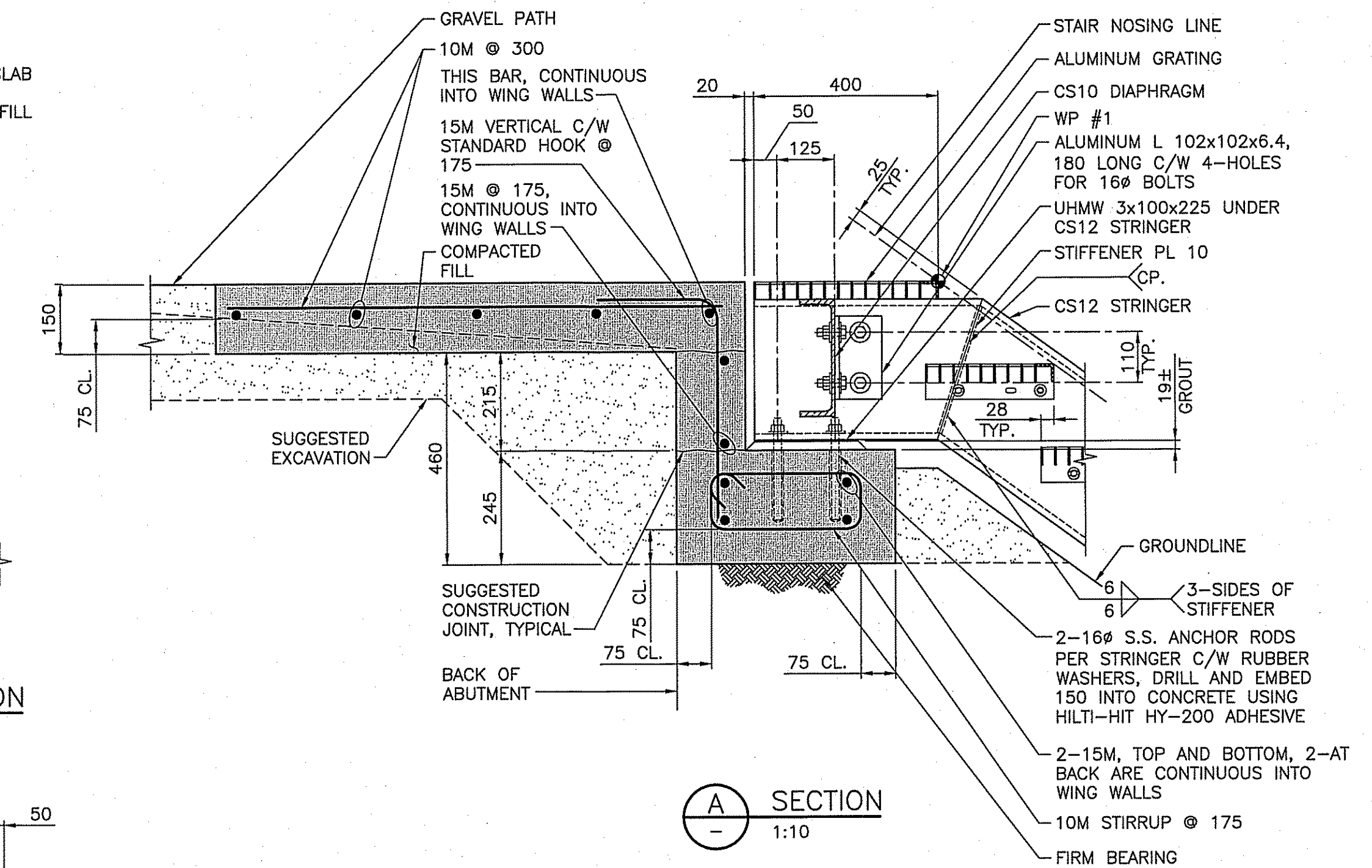


PARTIAL ELEVATION

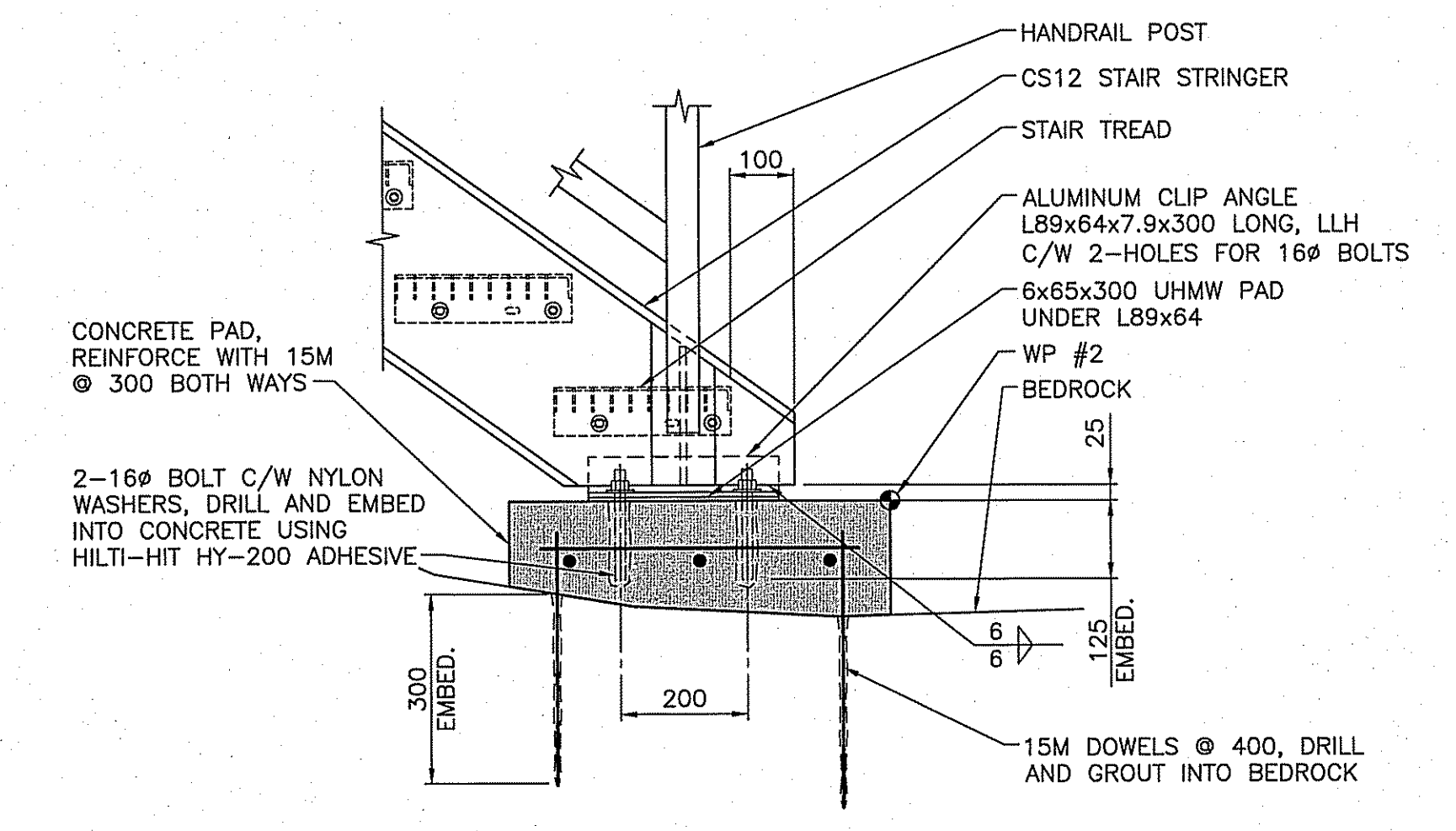
DETAIL - ALUMINUM HANDRAIL
1:10



B **SECTION**
1:20
NOTE: MOST REINFORCEMENT IS NOT SHOWN.



A **SECTION**
1:10



2 **DETAIL**
1:10

NOTES:
1. FOR GENERAL NOTES, SEE DWG. S01.

ISSUED FOR TENDER

ISSUES			SUB CONSULTANT		
No.	DATE	ISSUED FOR	No.	DATE	ISSUED FOR
A	2016.10.14	CLIENT REVIEW			
B	2016.11.07	CLIENT REVIEW			
C	2016.11.16	CLIENT REVIEW			
D	2018.06.18	CLIENT REVIEW			
E	2018.06.22	CLIENT REVIEW			
			0	2018.06.26	TENDER

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M.C.G. SEYD
#26013
2018.06.26

STAIRS

DRIFTWOOD ROAD FOOTPATH UPGRADE
RECREATION & PARKS PARKSVILLE BC V9P 2X4
REGIONAL DISTRICT OF NANAIMO

HEL PROJECT No. 0837-045	CLIENT DWG. No. N/A
SCALE AS SHOWN	PERMIT No. N/A
HEL DRAWING No. S03	REVISION 0

DESTROY ALL DRAWINGS SHOWING PREVIOUS REVISION



Lewkowich Engineering Associates Ltd.
geotechnical • health, safety & environmental • materials testing

RDN Recreation & Parks
830 West Island Highway
Parksville, BC
V9P 2X4

File Number: F4005.01
Date: October 28, 2016

Attention: Ms. Elaine McCulloch, Parks Planner

**PROJECT: DRIFTWOOD ROAD FOOTPATH UPGRADE
DRIFTWOOD ROAD, NANAIMO (RDN), BC**

SUBJECT: GEOTECHNICAL COMMENTS; PROJECT FEASIBILITY

Dear Ms. McCulloch:

1. Lewkowich Engineering Associates Ltd. (LEA) has been retained by the Regional District of Nanaimo (RDN) to provide comments relating to geotechnical aspects of the proposed Driftwood Road footpath upgrade.
2. As part of our review we carried out a site visit on October 26, 2016. In addition, we have reviewed 50% design drawings prepared by Herold Engineering Ltd., and a recent topographical site plan of the subject area prepared by Turner Land Surveying.
3. The subject site is located at the east end of an existing right-of-way (ROW) for an unconstructed portion of Driftwood Road.
4. We understand the project includes improvements to the existing path, a culvert crossing for an existing ditch, and pedestrian stairs to provide beach access from the eastern limits of the ROW.
5. From a geotechnical perspective, installation of the culvert crossing and improvements to the existing path should be straightforward.
6. The staircase will provide beach access from an existing foreshore embankment. Based on the recent survey and our review of site conditions, the embankment measures approximately 4.0m in height, and is configured at approximately 45 degrees. Subgrade conditions at the base of the embankment consist of undisturbed bedrock. Based on soil exposures visible in proximity to the construction area, we anticipate that subgrade soils at the crest of the slope will consist of shallow alluvial materials, overlying a very dense silt,

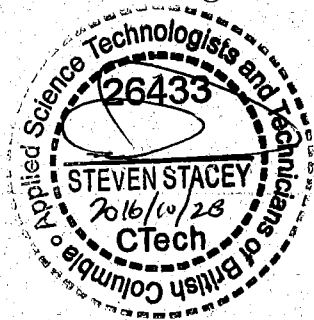
Client: RDN Recreation & Parks
Project: Driftwood Road Footpath Upgrade
Driftwood Road, Nanaimo (RDN), BC
File #: F4005.01
Date: October 28, 2016
Page: 2 of 2



sand, and gravel matrix (glacial till), underlain by bedrock.

7. Based on our field observations, we conclude that site conditions are favourable for the proposed improvements. There are no obvious or apparent geotechnical concerns that would preclude the proposed construction.
8. During the course of construction, we anticipate the geotechnical component will include, but not be limited to, the following:
 - a. Compaction testing for pipe bedding and trench backfill materials at the proposed culvert crossing.
 - b. Field reviews of bearing soils and supporting materials for the staircase.
 - c. Direction on anchoring details where concrete foundations will be founded directly on bedrock.
 - d. Concrete testing for slump, air entrainment, and compressive strength for structural concrete items (footings, columns, etc).
9. Lewkowich Engineering Associates Ltd. appreciates the opportunity to be of service on this project. If you have any comments, or additional requirements at this time, please contact us at your convenience.

Respectfully Submitted,
Lewkowich Engineering Associates Ltd.



Steve Stacey, B.A., CTech
Senior Technician



Chris Hudec, M.A.Sc., P.Eng.
Senior Project Engineer

**ENVIRONMENTAL
ASSESSMENT
BOSTROM ROAD BEACH ACCESS
IMPROVEMENT PROJECT**



Prepared for:
REGIONAL DISTRICT OF NANAIMO
6300 HAMMOND BAY ROAD
NANAIMO, BC
V9R 6N2

Prepared by:



Project No. 2018607
March 2018

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LIST OF FIGURES

Figure 1: Site Location Map

Figure 2: Proposed Construction Project Plan

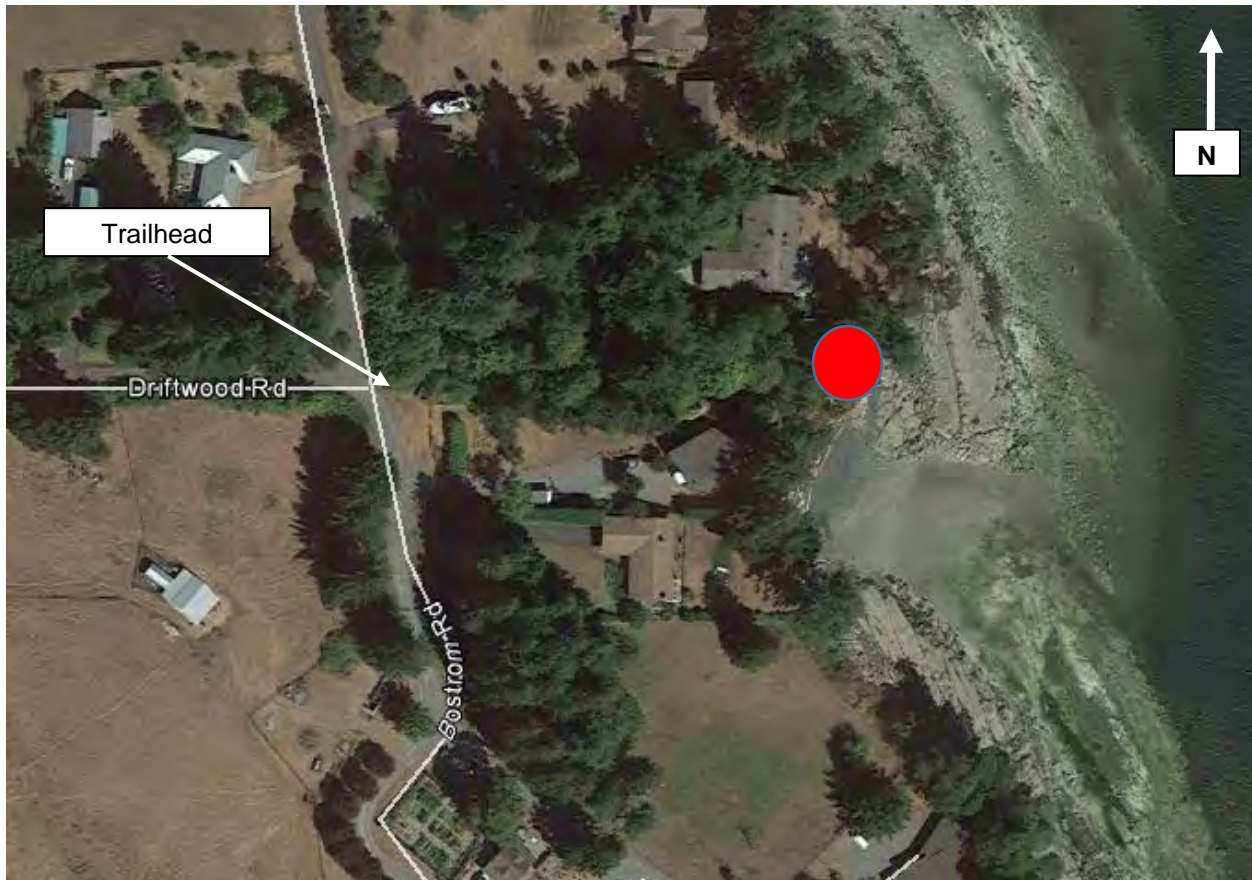
LIST OF APPENDICES

Appendix A– Site Photographs

1 BACKGROUND

In March 2018, AquaTerra Environmental Ltd. ('AquaTerra') was retained by the Regional District of Nanaimo (the 'RDN') to conduct an Environmental Assessment (EA) associated with the Bostrom Road Beach Access Improvement Project (the 'project'). The approximate location of the project site is illustrated on **Figure 1**.

Figure 1: Approximate Site Location (Outlined In Red).



The Bostrom Road Beach Access Trail is an informal access point to the beach between two residential properties on Bostrom Road. Over time, use of this small footpath has resulted in some bank erosion at the beach access point. The RDN proposes to reduce erosion impacts at this location by constructing a staircase between the footpath and the sandstone landing on the shoreline.

This EA report focuses on the proposed works associated with the Bostrom Road beach Access Improvement Project, which includes an assessment of terrestrial habitats found within the RDN property limits and the surrounding area.

2 OBJECTIVES

The primary objectives of this EA are to accurately describe existing terrestrial habitat conditions at the site and to evaluate potential impacts with trail maintenance and staircase construction works. Applicable mitigation strategies are provided, to minimize potential risks and residual effects that can be implemented during the construction phase(s) of the project.

Specifically, this EA is intended to:

1. summarize existing terrestrial habitats within the site boundaries;
2. document observed wildlife;
3. identify and discuss any significant wildlife features;
4. evaluate the potential for sensitive¹ species occurrence; and
5. provide recommendations to be adhered to during site development.

3 EXISTING SITE CONDITIONS

The site is located approximately 6.2 km east of the Island Highway, with access to the site situated between residential addresses referenced as 1880 and 1892 Bostrom Road. The approximate location of the proposed staircase is found at 441426 m E; 5439414 m N. A short (approximately 100 - meter) footpath extends from Bostrom Road to the beach, with the current beach access consisting of a two (2) - meter drop from the trail, over a steep (> 35%) gradient. A nautical rope has been fastened to adjacent trees to assist in navigating the approach to the beach. The informal approach to the beach has resulted in some bank erosion and consequently resulting in a risk of physical harm due to the steep gradient and unstable surface aggregates.

3.1 Proposed Project

The project consists of the construction of a new staircase as detailed in **Figure 2**. The easternmost portion of the current trail will be abandoned in favor of a new alignment that will tie-in the existing footpath and the new staircase. It is anticipated that some vegetation and/or trees will have to be cleared to complete the section of new trail and to accommodate the new staircase. No specific restoration activities are planned at this time, but the eroded portion of the bank at the current access site will be monitored.

¹ Defined as provincially red and blue-listed species and federally ranked Species-at-Risk.

Figure 2: Proposed construction project plan.



4 FIELD SURVEY RESULTS

On 09 and 10 March 2018, Mr. Michael Lockhart of AquaTerra Environmental Ltd. conducted a detailed habitat assessment to evaluate natural terrestrial features, confirm background review findings, and inventory common and sensitive (if any) plant and animal species at the site. Refer to **Appendix A** for site photographs.

4.1.1 Detailed Description of Observed Terrestrial Habitats

North and south of the foot path, the mixed forest was dominated Douglas Fir (*Pseudotsuga menziesii*), Arbutus (*Arbutus menziesii*), Red Alder (*Alnus rubra*), Big leafed Maple (*Acer macrophyllum*), and Western Redcedar (*Thuja plicata*). The shrub layer was dominated on both sides of the footpath by Salal (*Gaultheria shallon*), invasive English Holly (*Ilex aquifolium*), Black Hawthorne (*Crataegus douglassi*), Salmonberry (*Rubus spectabilis*), Dull Oregon-grape (*Mahonia nervosa*), Clustered Wild Rose (*Rosa Pisocarpa*), and invasive Cherry Laurel (*Prunus laurocerasus*). The ground cover was dominated by mixed grasses and mosses.

The proposed location of the staircase landing was on top of a sandstone bench, adjacent to a previously installed staircase (**see Photo 4**).

4.2 Terrestrial Wildlife

A summary of terrestrial wildlife or terrestrial wildlife signs observed during the detailed field survey on 09 and 10 March 2018 are outlined in the following sections.

4.2.1 Common Wildlife

A summary of common wildlife species including mammals, birds, amphibians and reptiles, and invertebrates observed and potentially occurring within the site boundaries are discussed below.

4.2.1.1 Mammals

No mammals were observed during the assessment events; however, evidence of mammals was encountered. Scat of raccoon (*Procyon lofor*), River Otter (*Lontra canadensis*) and Black-tailed Deer (*Odocoileus hemionus*) were observed at the site. Red Squirrel (*Tamiasciurus hudsonicus*) and Grey Squirrel (*Sciurus carolinensis*) sign were also observed.

4.2.1.2 Birds

During the habitat assessment a total of twenty-two (22) bird species were observed within the immediate proximity of the proposed worksite. The species encountered consisted of Steller's Jay (*Cyanocitta stelleri*), Spotted Towhee (*Pipilo maculatus*), Northern Flicker (*Colaptes auratus*), American Robin (*Turdus migratorius*), Varied Thrush (*Ixoreus naevius*), Red-Winged Blackbird (*Agelaius phoeniceus*), Dark-eyed Junco (*Junco hyemalis*), Red-breasted Nuthatch (*Sitta canadensis*), Chestnut-backed Chickadee (*Poecile rufescens*), Anna's Hummingbird (*Calypte anna*), Northwestern Crow (*Corvus caurinus*), Lincoln's Sparrow (*Melospiza lincolni*), Common Raven (*Corvus corax*), Pelagic Cormorant (*Phalacrocorax pelagicus*), Black Scoter (*Melanitta americana*), Common Merganser (*Mergus merganser*), Common Loon (*Gavia immer*), Bald Eagle (*Haliaeetus leucocephalus*), Red-tailed Hawk (*Buteo jamaicensis*), Pileated Woodpecker (*Dryocopus pileatus*), House Finch (*Haemorhous mexicanus*), and Mallard (*Anas platyrhynchos*) were observed on or within 25 meters of the Bostrom Road trail.

A bald eagle nest has been reported approximately 30 - meters north of the footpath (441350 m E, 5439450 m N). A suspected Red-tailed Hawk was observed within the same vicinity (441382 m E, 5439451 m N). See above for corresponding BMP's in Section 6 relating to nesting raptors.

4.2.1.3 Amphibians and Reptiles

No amphibians and reptiles were directly or indirectly observed during the detailed field assessment. The terrestrial habitat surrounding the Bostrom Road trail may be utilized by Common Garter Snake (*Thamnophis sirtalis*), Northwestern Garter Snakes (*Thamnophis ordinoides*), Northwestern Alligator Lizards (*Elgaria coerulea principis*),

5 POTENTIAL PROJECT IMPACTS ON EXISTING TERRESTRIAL HABITATS

No significant impacts to existing terrestrial and/or foreshore habitat areas are anticipated to occur if proposed works following the proposed recommendations provided in Section 6.

6 RECOMMENDATIONS

The following recommendations for the site are based on background search results, applicable Best Management Practices (BMPs) and provincial and federal guidelines.

1. Avoid clearing of vegetation to accommodate for site access, if possible. If land-clearing is necessary within the sensitive peak breeding period between March 15 and August 15, proceed only once a Songbird Nesting Survey is conducted in accordance with Canadian Wildlife Service (CWS) protocols to ensure that nesting or breeding wildlife impacts are assessed. If active raptor nests are found (which should be assessed by a QEP prior to the onset of works), implement an appropriate buffer zone and monitor the work periodically to reduce sensory disturbance until chicks have fledged. The current (2012) Develop with Care manual has recently extended the passerine nesting window to March 1 – August 31 and the Canadian Wildlife Service (CWS) website should be checked for updates prior to the onset of works. Disturbance or destruction of nesting birds contravenes Section 35 of the *Wildlife Act* and the *Migratory Birds Convention Act*.
2. Hold a pre-construction meeting between the environmental monitor and the contractor undertaking the work on the site to ensure a common understanding of the BMPs applicable to the project.
3. Ensure equipment and machinery are in good operating condition, free of leaks, excess oil, and grease. No equipment refueling or servicing should be undertaken within 30m of the marine environment.
4. Ensure that a fully stocked spill kit is available at the site for the duration of the works.
5. Remove food materials / food waste from the site on a daily basis or store in a secure container to reduce the potential for human-wildlife interaction.
6. Once a detailed construction methodology has been developed for the site by an awarded contractor, review the construction phases and timing with a QEP / environmental monitor to evaluate for the potential of any other impacts and the implementation of appropriate mitigation measures, as required.

7 CLOSURE

We trust this provides the information you currently require. Should you have any questions, please feel free to contact the undersigned.

Respectfully submitted,

Chris Lee, M.Sc., R.P. Bio., QEP, BC-CESCL
Principal / Senior Biologist
AquaTerra Environmental Ltd.

APPENDIX A

Site Photographs

Photo 1: Red-tailed hawk nest present on north side of the trail.



Photo 2: Existing beach access point from footpath.



Photo 3: Future location of staircase at eastern extent of footpath.



Photo 4: Proposed staircase landing location.





PERMIT TO CONSTRUCT, USE, AND MAINTAIN WORKS WITHIN THE RIGHT-OF-WAY OF A PROVINCIAL PUBLIC HIGHWAY

PURSUANT TO TRANSPORTATION ACT AND/OR THE INDUSTRIAL ROADS ACT AND/OR THE MOTOR VEHICLE ACT AND/OR AS DEFINED IN THE NISGA'A FINAL AGREEMENT AND THE NISGA'A FINAL AGREEMENT ACT.

BETWEEN:

The Minister of Transportation and Infrastructure

Vancouver Island District
Third Flr
2100 Labieux Road
Nanaimo, BC V9T 6E9
Canada

("The Minister")

AND:

Regional District of Nanaimo
6300 Hammond Bay Road
Nanaimo, British Columbia V9T 6N2
Canada

("The Permittee")

WHEREAS:

A. The Minister has the authority to grant permits for the auxiliary use of highway right of way, which authority is pursuant to both the Transportation Act and the Industrial Roads Act, the Motor Vehicle Act, as defined in the Nisga'a Final Agreement and the Nisga'a Final Agreement Act;

B. The Permittee has requested the Minister to issue a permit pursuant to this authority for the following purpose:

The installation, operation, and maintenance of Improvement to an existing footpath to be installed and maintained by the Regional District of Nanaimo under permit. Proposed works include a culvert under the trail, installation of an aluminum staircase to the beach, a 6x6 sign post, trail brushing, surfacing (natural surface), and maintenance as required within Driftwood Road.

C. The Minister is prepared to issue a permit on certain terms and conditions;

ACCORDINGLY, the Minister hereby grants to the Permittee a permit for the Use (as hereinafter defined) of highway right of way on the following terms and conditions:

- 1. That the construction and maintenance of the said works is carried out to the satisfaction of the Regional Director, Transportation.
2. That, before opening up any highway or interfering with any public work, intimation in writing of the intention to do so must be given to the District Official at least seven days before the work is begun.
3. That any person appointed by the Regional Director, Transportation, for the purpose shall have free access to all parts of the works for the purpose of inspecting the same.
4. That the construction of the said works shall be commenced on or before May 23 2018, and shall be prosecuted with due diligence and to the satisfaction of the Regional Director, Transportation, and shall be completed on or before May 23 2020.
5. (a) The highway must at all times be kept open to traffic. The roadway must be completely restored for traffic as soon as possible. At all times the permittee must safeguard the traveling public.
(b) That, unless with the consent of the Regional Director, Transportation, no more than forty-five (45) metres of pipe-track or



other excavation in any public highway is to be kept open at one time.

(c) All excavation work must be carried out in accordance with the BC Occupational Health and Safety Regulation. Care shall be taken to protect adjacent property.

(d) That all excavations shall be carefully back-filled with suitable material, which is to be tamped into place, and that the permittee shall restore the surface of the road and shoulders and ditches at his own expense. All surplus material is to be removed from the Provincial Crown lands, or deposited where and as required by the District Official of the Ministry of Transportation and Infrastructure. The permittee is financially responsible for any maintenance works required on said ditch for a period of one year. The Ministry will carry out the necessary remedial work and invoice the permittee monthly.

(e) The pipeline crossing installation is to be placed by drilling and (or) jacking in such a manner as to afford minimum grade settlement. No water jetting will be permitted. That where, in the opinion of the District Official, an excavation or opening for a pipeline crossing installation could be made which would not be detrimental to the highway or its users, permission will be granted for said works. On thoroughways, freeways, and main highways no open cuts will be allowed.

(f) That all pipelines in excess of a nominal diameter of 5 cm., whether gas, oil, water, pressure sewers, conduits, etc., shall be installed where indicated by the District Official, encased in a steel casing-pipe or conduit-pipe of sufficient strength to withstand all stresses and strains resulting from the location, such casing to extend the full width of the highway right-of-way if deemed necessary to the District Official. The ends of the casing-pipe shall be suitably sealed and, if required, properly vented above the ground with vent-pipes not less than 5 cm. in diameter, and extending not less than 1.2 metres above ground surface. Vent-pipes shall be connected 30 cm. from the ends of the casing-pipe, and the top of each vent shall be fitted with a turn-down elbow, properly screened and equipped with identification markers.

All pipelines of non-rigid material, i.e., plastic or copper, of any diameter, shall be cased, or embedded in sand.

The inside diameter of the casing-pipe shall be at least 25 percent larger than the outside diameter of the pipeline. The casing-pipe shall be installed with an even bearing throughout its length, and in such a manner so as to prevent leakage, except through the vents.

The top of the casing-pipe, or the pipeline where casing is not required, shall be located as directed by the District Official, and shall in no case be less than 1.2 metres below the surface of the highway and not less than 75 cm below the highway ditches. Pipelines must not obstruct drainage structures or ditches or interfere with traffic on the highway or with highway maintenance.

6. That where the work for which permission is hereby granted comes in contact with any bridge, culvert, ditch, or other existing work, such existing work must be properly maintained and supported in such manner as not to interfere with its proper function during the construction of the new work, and on the completion of the new work the bridge, culvert, ditch, or other existing work interfered with shall be completely restored to its original good condition.
7. That when necessary all excavations, materials, or other obstructions are to be efficiently fenced, lit, and watched, and at all times every possible precaution is to be taken to ensure the safety of the public.
8. The Permittee shall indemnify and save harmless the Ministry, its agents and employees, from and against all claims, liabilities, demands, losses, damages, costs and expenses, fines, penalties, assessments and levies made against or incurred, suffered or sustained by the Ministry, its agents and employees, or any of them at any time or times, whether before or after the expiration or termination of this permit, where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the Permittee, its employees, agents or Subcontractors, in connection with the permit.
9. That the permission herein granted to use and maintain the works is only granted for such times as the land or public work in, upon, or over which the said works are constructed is under the jurisdiction of the Minister of Transportation and Infrastructure. This permission is not to be construed as being granted for all time, and shall not be deemed to vest in the permittee any right, title or interest whatsoever in or to the lands upon which the works are constructed. Should the lands affected at any time be included within that of an incorporated municipality or city, this permission shall become void, unless the works are on a highway duly classified as an arterial highway pursuant to Section 45 of the Transportation Act.
10. That after receiving notice in writing of the intention on the part of the Provincial Government to construct, extend, alter, or improve any public work, the person or persons responsible for the maintenance of the works for which permission is hereby granted shall within six weeks move or alter such work at his or their own expense to such new positions or in such manner as may be necessitated by the construction, extension, alteration, or improvement proposed to be carried out by the Provincial Government.
11. That while reasonable care will be taken on the part of the Provincial Government to do as little damage as possible to any private work in the carrying-out of the construction, extension, alterations, improvement, repair, or maintenance of any public work adjacent thereto, the Provincial Government can accept no responsibility for any kind of such damage.
12. That the permission hereby granted to construct, use, and maintain work is granted without prejudice to the provisions of the Transportation Act, or other Acts governing Crown lands and public works or their use by the public.
13. That this permission shall be in force only during such time as the said works are operated and maintained by the applicants, to



the entire satisfaction of the Regional Director, Transportation.

14. That the Ministry will not be responsible for grade changes on accesses caused by reconstruction of any Provincial highway.
15. This permit is valid only for the specific works stated herein. Any alterations or additions must be covered by a separate permit.
16. This permit may be canceled, at the discretion of the Minister, without recourse, should the permittee fail to comply with all the terms of the permit. Thirty days' notice will be given before cancellation.
17. When the requirements of the Ministry necessitate use of the said lands for Provincial purposes, at the discretion of the Minister, this permit may be canceled.
18. That these works shall be identified with this permit number in a manner satisfactory to the District Official of the Ministry of Transportation and Infrastructure.
19. As a condition of this permit, the permittee unconditionally agrees with the Ministry of Transportation and Infrastructure that the permittee is the prime contractor or will appoint a qualified prime contractor, as described in Section 118 of the Workers Compensation Act, for the purposes of the work described by this permit, at the work location described in this permit, and that the permittee or designated prime contractor will observe and perform all of the duties and obligations which fall to be discharged by the prime contractor pursuant to the Workers Compensation Act and the Occupational Health and Safety Regulation.
20. The permittee is advised and acknowledges that the following hazards may be present at the work location and need to be considered in co-ordinating site safety: overhead hazards, particularly electrical or telecommunications lines; buried utilities, particularly electrical, telecommunication, and gas lines; traffic, danger trees, falling rocks, and sharp or infectious litter.
21. Any works within the Ministry right-of-way that fall within the scope of "engineering" under the Engineers and Geoscientists Act will be performed by a Professional Engineer, and shall comply with this Ministry's "Engineer of Record and Field Review Guidelines". The Guidelines can be viewed on the Ministry's website at <http://www2.gov.bc.ca/assets/gov/driving-and-transportation/transportation-infrastructure/engineering-standards-and-guidelines/technical-circulars/2009/t06-09.pdf>
22. The permittee is responsible for preventing the introduction and spread of noxious weeds on the highway right-of-way as defined by the British Columbia Weed Control Act and Weed Control Regulation.
23. All work to be done to the satisfaction of the District Official, Ministry of Transportation and Infrastructure.
24. Permittee to be responsible for all future maintenance of said works. This permit is not transferable and valid only for the Permittee.
25. No excavated materials will be stockpiled on the travelled lane portion of the pavement or gravel.
26. Permittee to be responsible for the supply of all labour, equipment, materials in connection with these works.
27. Permittee to be responsible for all future drainage problems as they pertain to said works.
28. A copy of the permit is to be kept by the field supervisor, in order that he is aware of all permit conditions.
29. Permittee is required to contact the Ministry of Forestry (via Front Counter BC) to obtain a 'License to Cut' permit if cutting tress within Right-of-Way. Please call 250-751-7220.
30. Permittee will be responsible to notify and gain approval of utility companies prior to any works.
31. Permittee will be responsible to notify and gain approval from any and all other regulatory agencies prior to any works.
32. Permittee to be responsible for any settlement, erosion or other damage caused as a result of the construction and operation of these works.
33. Machines with steel tracks or flat steel pads shall not be allowed on the travelled portion of the pavement at any time.
34. The permittee shall be responsible for all and any liabilities that may occur during construction.
35. The Permittee is to ensure that no damage is done to any existing underground or overhead utilities.
36. Permittee is responsible for ensuring that all works are contained to the highway right of way. Any works located within private property must have the owner's permission.
37. Alberni-Clayoquot Regional District to be responsible for all maintenance and liability of this pathway within Ministry right of way.
38. Two-way traffic to be maintained at all times during construction.
39. Protection of Survey Monuments

The Permittee shall be responsible for the preservation during construction of all geodetic benchmarks, survey monuments and property markers on the right-of-way. The Permittee shall use, at no expense to the Ministry, a British Columbia Land Surveyor to replace any survey monuments destroyed or damaged as a result of the Permittee's negligence. At locations where construction work will cover or destroy such markers, the Permittee shall not move or remove them until written direction is



received from the Ministry Representative.

40. Protection of Roads

The Permittee shall ensure all equipment working on or hauling material on to and from the Site does not damage or deposit material onto any part of an existing roadway. Materials spilled onto the public roadways or driveways opened to public traffic shall be cleaned up immediately. The Permittee has the full responsibility to repair any damage to existing highways, local roads and driveways caused by its construction equipment and/or operations.

41. Accommodation of Traffic

The Permittee shall, at his cost, supply, erect, and maintain standard traffic control devices in accordance with the Ministry of Transportation and Infrastructure Traffic Control Manual for Works on Roadways and Occupational Health and Safety Regulation.

42. Clean Up

All unsuitable material and inorganic debris shall be removed from the project area. All surplus or unsuitable organic waste and debris shall be removed from the site unless its complete burning is approved by the Designated Ministry Official in compliance with the B.C. Open Burning Smoke Control regulation.

The rights granted to the Permittee in this permit are to be exercised only for the purpose as defined in Recital B on page 1.

Dated at Nanaimo, British Columbia, this 23 day of May, 2018

Jamie Leigh Hopkins
Development Approvals Technician
On Behalf of the Minister

Table 7 Trail Type 3

TRAIL TYPE 3 - NATURAL SURFACE		
DESCRIPTION	RELATIVE LEVEL OF USE	MAINTENANCE
Single-track trail, typically not universally accessible due to surfacing and terrain. Provides a back-country recreation experience and very few amenities. The narrow natural surface trail has fewer environmental impacts, protects sensitive ecosystems, and enhances user experience.	Low	Low
Trail examples: Arrowsmith CPR Trail, Mount Benson Regional Park		

Sample Image



Benson Creek Falls Regional Park

DESIGN ELEMENTS						
SURFACING	SLOPE	TRAIL WIDTH (M)	CLEARING WIDTH ON EACH SIDE OF TRAIL (M)	CLEARING HEIGHT (M)	CROSS SLOPE	SIGHT LINES (M)
Natural Surface/ gravel added where needed	Up to 30%	0.5-1	0.5	2.5	2-4%	Provide safe sight lines

TYPICAL USERS					
HIKING	WALKING	EQUESTRIAN	MOUNTAIN BIKING	CYCLING	UNIVERSAL ACCESS

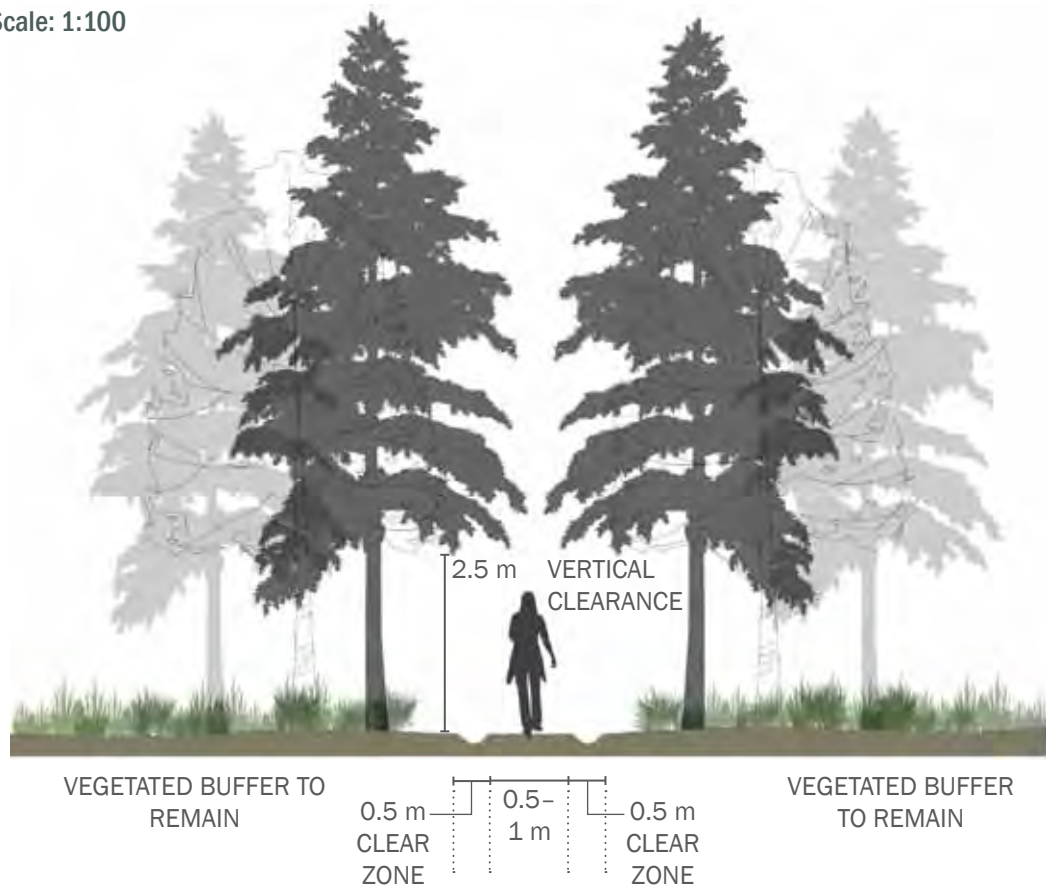
AMENITIES						
FURNISHINGS	GARBAGE RECEPTACLES	KIOSK	REST AREAS	TOILETS	BICYCLE PARKING	VEHICLE PARKING

TYPICALLY PROVIDED

OCCASIONALLY PROVIDED

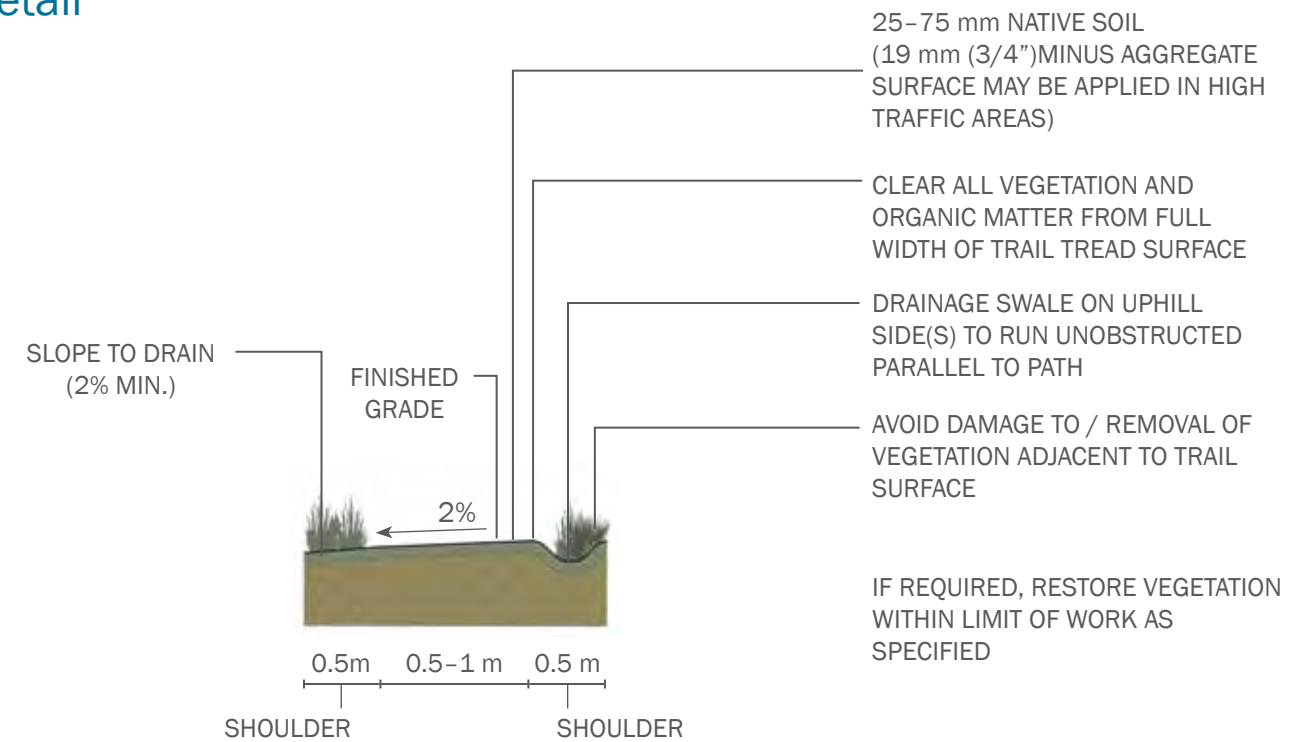
Trail Section

Scale: 1:100



Concept Detail

Scale: 1:50





Date: _____ Meeting Location: _____

Firm Name: _____ Contract : _____

Prime Contractor: _____

Prime Contractor's Superintendent: _____

RDN's Contract Representative: _____

AGREEMENT

The Prime Contractor:

- Acknowledges appointment as Prime Contractor defined by WorkSafe BC OH&S Regulations Sections 20.2 and 20.3, and in the *Workers' Compensation Act, Sections 118 Clauses 1 and 2*.
- Understands the Owners duties as defined in the *Workers' Compensation Act, Section 119*.
- Understands for any discrepancy establishing health and safety protocol, WorkSafe BC OH&S Regulation and/or the *Workers' Compensation Act (Part 3)* shall prevail.
- Acknowledges being informed of any known workplace hazards by the owner or owner's delegate, by signing attached "Existing Known Hazard Assessment" form.
- Shall communicate known hazards to any persons who may be affected and ensure appropriate measures are taken to effectively control or eliminate the hazards.
- Shall ensure all workers are suitably trained and qualified to perform the duties for which they have been assigned.
- Shall ensure or coordinate first aid equipment and services as required by WorkSafe BC OH&S Regulation.
- Shall coordinate the occupational health and safety activities for the project.
- Assumes responsibility for the health and safety of all workers and for ensuring compliance by all workers with the *Workers Compensation Act (Part 3)* and WorkSafe BC OH&S Regulation.
- Understands any WorkSafe BC violation by the Prime Contractor may be considered a breach of contract resulting in possible termination or suspension of the contract and/or any other actions deemed appropriate at the discretion of the RDN.
- Understands any penalties, sanctions or additional costs levied against the Prime Contractor will be the responsibility of the Prime Contractor.
- Confirms the Prime contractor's safework procedures and risk assessments were prepared by, or approved by a Qualified Person as defined by WorkSafe BC OH&S Regulations.
- Accepts the following required documents shall be maintained and made available upon request from the RDN and/or WorkSafe BC Prevention officer at the workplace.



**Prime Contractor
Preconstruction Meeting Form**

The documents required to be maintained and available by the Prime Contractor will include, but not be limited to:

- All notices which the Prime Contractor is required to provide to WorkSafe BC as per WorkSafe BC OH&S Regulation.
- Any written summaries of remedial action taken to reduce occupational health and safety hazards within the area of responsibility.
- All directives and inspection reports issued by WorkSafe BC.
- Records of any incidents and accidents occurring within the Prime Contractor's area of responsibility.
- Completed accident investigations for any incidents and accidents occurring within the Prime Contractor's area of responsibility.

On a construction workplace, these additional documents are required to be maintained and available by the Prime Contractor:

- Records of all orientation and regular safety meetings held between contractors and their workers, including topics discussed, worker names and companies in attendance.
- Written evidence of regular inspections within the workplace.
- Occupational first aid records.
- Worker training records.
- Current list of the name of a qualified person designated to be responsible for each subcontractor (employer's) site health and safety activities.
- Diagram of the emergency route to the hospital.

The following information must be provided to the RDN Contract Representative:

- WorkSafe BC Notice of Project
- WorkSafe BC Clearance Letter
- Prime Contractor's OH&S Safety Program
- Prime Contractor's OH&S Safety Program Document

First Aid Attendant: _____

Safety Supervisor: _____

Location of First Aid Station: _____

Signature of Prime Contractor: _____

Signature of RDN Contract Rep: _____



EXISTING KNOWN HAZARD ASSESSMENT

Discussion between the Prime Contractor and the RDN Contract Representative

Date: _____ Meeting Location: _____

Prime Contractor: _____

Prime Contractor Representative: _____

- RDN Contract Representative to make the Prime Contractor aware of any known extraordinary pre-existing hazards peculiar to the contract.
- It is recognized the known pre-existing hazards identified may not be a comprehensive list and due caution is always required.
- Use additional pages if necessary.

Identified Extraordinary Hazards	Action required to eliminate or control hazards and ensure worker safety
Comment:	
Comment:	

Prime Contractor Representative (signature)

RDN Contract Representative (signature)

Prime Contractor Representative (printed)

RDN Contract Representative (printed)

BETWEEN: _____ (the "Contractor")

AND: The Regional District of Nanaimo (the "RDN")

THIS AGREEMENT WITNESSES that the Contractor and the RDN agree as follows:

1. The Contractor shall provide all labour, Contractor's Plant and Equipment and materials required to perform the Work within the required time, as required by the Contract Documents.
2. The RDN shall pay the Contractor the Contract Price, as required by the Contract Documents.
3. The Contract Price shall be the sum in Canadian Dollars of the following:
 - (a) Up to the Tender Price set out in the accepted Tender Form and;
 - (b) Payments made on account of change orders, as may be required by the Contract Documents.

The Contract Price shall be the entire compensation owing to the Contractor by the RDN for the Work and shall cover and include all supervision, labour, materials, Contractor's Plant and Equipment, overhead, profit, financing costs and all other costs and expenses whatsoever incurred in performing the Contract.

4. The Contractor shall commence the Work within 7 Days after issuance of the Notice to Proceed from the RDN, unless the Notice to Proceed states otherwise, and shall attain completion of the Work by [] .
5. The Contract Documents shall form a part of this Agreement as though recited in full.
6. The Contract supersedes all prior negotiations, representations or agreements, whether written or oral and is the entire agreement between RDN and the Contractor with respect to the subject matter of this Agreement.
7. Defined terms in this Agreement shall have the same meanings as set out in the General Conditions, except where the contrary is expressed.
8. In entering into and executing this Agreement, the Contractor has relied on its own examination of the Site, access to the Site, and on all other data, matters and things requisite to the fulfilment of the Work, and on its own knowledge of existing services or utilities along or crossing or in the vicinity of the route or facility to be installed or constructed under this Contract, and not on any representation or warranty of the RDN.

9. The Contractor shall not assign the Contract, or any portion of the Contract, or any payments due or to become due under the Contract, without the express written consent of the RDN.
10. No action or failure to act by the RDN or an authorized representative of the RDN shall constitute a waiver of any right or duty afforded any of them under the Contract, or constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
11. This Agreement shall enure to the benefit of and be binding upon the RDN and the Contractor and their respective heirs, executors, legal representatives, successors and permitted assigns. In the event of more than one person being the Contractor, the grants, covenants, provisos and claims, rights, powers, privileges and liabilities shall be construed and held to be several as well as joint.
12. Time shall be of the essence of this Agreement.
13. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

The Regional District of Nanaimo by its authorized signatory on _____ day of _____, 20__ (the date of Agreement):

SIGNED on behalf of the RDN by:

Signature: _____

Name: _____

Title: _____

[CONTRACTOR'S NAME]

by its authorized signatory on _____ day of _____, 20__ :

SIGNED on behalf of the Contractor by:

Signature: _____

Name: _____

Title: _____

END OF SECTION



GENERAL TERMS & CONDITIONS OF CONTRACT

PART 1 LAW APPLICABLE

This Contract shall be construed under and according to the laws of the Province of British Columbia, Canada.

PART 2 ACCEPTANCE

For the purpose of this Tender, acceptance of the work shall mean the acceptance of the work for final payment of the contract price but not for the purpose of extinguishing any covenant or agreement on the part of the Contractor to be performed or fulfilled under this contract which has not in fact been performed or fulfilled at the time of such acceptance, all of which covenants and agreements shall continue to be binding on the Contractor until they have been fulfilled.

PART 3 PRIME CONTRACTOR DESIGNATION

The Contractor is designated as the Prime Contractor and shall fulfill the Prime Contractor responsibilities as defined in:

- a) WorkSafeBC *Occupational Health and Safety Regulation*, Notice of Project, Section 20.2, and Coordination of multiple employer workplaces, Section 20.3;
- b) *Workers Compensation Act* (BC), Coordination at multiple-employer workplaces, Section 118, Subsections (1) & (2); and
- c) General Requirements, Section 3.10 WorkSafe BC.

PART 4 QUALITY OF WORK AND MATERIALS

The whole of the materials and/or the work, whether or not so stated herein, shall be done in the most substantial and professional manner with new materials, articles, equipment and work of the best quality and description and by employment of properly skilled trades and in strict conformity with and as required by this contract to the satisfaction of the RDN whether or not so stated herein. Materials and equipment shall be the products of suppliers or manufacturers of established reputation engaged in the supply or manufacture of such materials or equipment.

Materials are to be installed or incorporated into the Work applied in accordance with the manufacturer's directions. Use the techniques and application best suited for the type of material being used.

PART 5 JUDGE OF WORK AND MATERIALS

The RDN shall be the final judge of all work, materials and plants in respect of both quality and quantity and their decisions of all questions in dispute with regard thereto will be final.

All materials shall be subject to inspection and test by and shall meet the approval of the RDN.

In case any materials, equipment and supplies are defective in material or quality or otherwise not in conformity with the specifications of the contract, the RDN shall have the right either to reject them or to require their correction.

Acceptance or rejection of the materials, equipment, supplies, etc. shall be made as promptly as practicable after delivery, but failure to inspect and accept or reject supplies shall not relieve the contractor from responsibility for such supplies as are not in accordance with the specifications.

PART 6 C.S.A. SEAL OR PROVINCIAL CERTIFICATE APPROVAL

All electrical material and equipment, and all manufacturing and assembling procedures and workmanship, shall be in accordance with the requirements of the current edition and revisions of the Canadian Electrical Code Part 1 (CSA Standard C22.1 – 2012) as adopted and amended by the Province of British Columbia (hereinafter referred to as the “Electrical Code”), as amended from time to time.

Only approved materials and equipment shall be used and where specified materials and equipment do not have current approval, as required by the Electrical Code, the Contractor shall offer approved substitutes.

Each completed assembly shall carry the approval seal either of the Inspection Department, and where alterations are required by the Department the Contractor shall make these at his own expense. The Contractor shall pay all fees and costs incurred in obtaining the required approvals.

PART 7 RECTIFICATION OF DAMAGE AND DEFECTS

The Contractor shall rectify any loss or damage for which, in the opinion of the RDN, the Contractor is responsible, at no charge to the RDN and to the satisfaction of the RDN. In the alternative, the RDN may repair the loss or damage and the Contractor shall pay to the RDN the costs of repairing the loss or damage forthwith upon demand from the RDN. Where, in the opinion of the RDN, it is not practical or desirable to repair the loss or damage, the RDN may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor hereunder.

PART 8 WARRANTY AND GUARANTEE

The work shall be warranted to be free of defects, and shall be guaranteed by the Contractor for a period of one (1) year from the date of acceptance. On receipt of notice from the RDN the Contractor shall promptly make all repairs arising out of defective work or any equipment or materials supplied by him.

The RDN is hereby authorized to make such repairs if, ten (10) days after the giving of such notice to the Contract, the Contractor has failed to make or undertake with due diligence said repairs; provided, however, that in the case of an emergency, where, in the opinion of the RDN delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and all expense in connection therewith shall be charged to the Contractor.

PART 9 ASSIGNMENT

The Contractor shall not assign, sub-contract or let out as task work any part of the work, and shall not assign any interest herein or any right to payment hereunder without first having had and obtained the consent in writing of the RDN; which consent the RDN may withhold in its absolute discretion. If the RDN should consent to any such assignment, sub-contracting or letting out as task work of all or any part of the work, the Contractor shall by reason thereof be in no ways relieved from his responsibility for the fulfillment of the work, but shall continue to be responsible for the same in the same manner as if all the work had been performed by the Contractor himself.

PART 10 TERMINATION

The RDN may by written notice to the Contractor terminate the whole or any part of this contract in any one of the following circumstances:

- a) If the Contractor fails to perform the work within the time specified herein or any extension thereof.
- b) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms and in any of these circumstances, does not cure such failure within a period of ten (10) days, or such longer period as the RDN may authorize, in writing, after receipt of notice from the RDN specifying any such failure.
- d) In the event that the Contractor performs any act or does anything by which the RDN shall incur any liability whatsoever.

- e) The RDN may terminate the Agreement, without any cost or penalty or consequence whatsoever, if it concludes, acting reasonably on the information available to it, that the Contractor is in material non-compliance with, or has been convicted of a material offence or violation of, health, safety, labour or environmental laws.
- f) In the event that any creditor of the Contractor causes a writ of execution or similar writ or court order to be served upon the RDN requiring the RDN to pay to such creditor or to a sheriff or other public official or to the Court any portion of the consideration due to the Contractor under this Contract.
- g) In the event that the Contractor shall be adjudged bankrupt or if it should make a general assignment for the benefit of creditors or if it becomes insolvent or is appointed by a creditor or if it should take the benefit of any Act that may be in force for bankrupt or insolvent debtors.

Upon termination of the Contract as aforesaid, the RDN shall have no obligation to the Contractor except for such labour and materials as have been supplied or performed up to the date of the termination of the Contract.

PART 11 STATUTES, MUNICIPAL BY-LAWS AND PERMITS

Unless otherwise noted, the Contractor shall take out all necessary permits and licenses required to permit the Contractor to perform its obligations under the Contract. The Contractor shall give all notices and comply with all RDN regulations, all laws, by-laws, ordinances, rules and regulations, whether federal, provincial or municipal, relating to the business it carries on and the services provided pursuant to the Contract, including the Workers' Compensation Act and the Employment Standards Act.

PART 12 SITE INSPECTION

The Contractor shall make site inspections of all appropriate areas to determine their general condition and to ensure the fulfillment of the contract requirements.

PART 13 USE OF PREMISES

The Contractor shall abide by, and shall ensure its employees abide by, all appropriate regulations, including but not limited to regulations relating to fire, safety, parking, traffic control and health. The Contractor will ensure that all of its employees are aware of the applicable regulations.

PART 14 DAMAGE TO PERSON AND PROPERTY

The Contractor shall use due care that no persons are injured, no property damaged or lost, and no rights are infringed in the performance of the Work, and the Contractor shall be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the Work or caused in any other manner whatsoever by the Contractor, or its employees.

PART 15 CLEAN UP

The Contractor shall at all times conduct the work in an orderly and reasonably tidy manner, and shall at suitable intervals remove any accumulation of rubbish or refuse materials. At no time shall any person employed by the Contractor or by any of his Subcontractors discard any litter or garbage on or adjacent to the site, except into a suitable container. Upon completion and before final acceptance of the work, the Contractor shall remove all rubbish, surplus, or discarded materials and equipment and shall leave the site in a clean and neat condition.

PART 16 ACCESS AND PUBLIC SAFETY

The Contractor shall effectively warn and protect the public and other personnel from any danger as a result of the work being done.

No material or equipment shall be stored where it will interfere with the free and safe passage of vehicular or pedestrian traffic or where it creates a hazard or a nuisance.

PART 17 CURRENCY OF PAYMENT

All reference to money in this Contract shall refer to and mean lawful money of Canada.

PART 18 DAMAGES FOR DELAY

If the work is not completed and/or the materials delivered before or upon the expiration of the time limited therefore all costs which the RDN shall be put to by reason thereof shall be charged to the Contractor.

PART 19 PAYMENTS

The Contractor will be solely responsible for invoicing the RDN ensuring to include the RDN's Purchase Order number on all invoices to assure timely payment.

All invoices are subject to prior review and approval by the RDN and approved invoices will be paid on a net 30 day basis unless otherwise negotiated and agreed to in writing.

If the RDN does not approve of the services or part of them which are the subject of the invoice, the RDN shall advise the Contractor in writing of the reasons for non-approval and the Contractor shall remedy at no additional cost to the RDN before the RDN shall be obliged to pay the invoice or any part of it, as the case may be.

PART 20 CHANGE ORDERS

If for any reason it may become desirable during the course of the work to change the alignment, dimensions or design, or to add to or to omit portions thereof, the RDN reserves the right to issue change orders to give effect to such changes as may, in the opinion of the RDN be necessary or desirable.

The change may or may not result in a change in the amount of the work. If the changes do, in the opinion of the RDN, change the amount of the work, the contract price shall be adjusted as mutually agreed between the Contractor and the RDN.

Should the Contractor and the RDN fail to agree on the value of the change in the amount of work, the Contractor shall nevertheless change the work so ordered, and the value thereof shall be referred to the arbitration of three persons, one to be appointed by the Contractor, one to be appointed by the RDN, and the third to be appointed by such two persons before proceeding with the arbitration. The decision of any two of the arbitrators shall be binding, and shall be deemed to be a submission to arbitration within the provisions of the "Arbitration Act".

PART 21 STATUTORY DECLARATION

Prior to any payment to the Contractor, if requested by the RDN, the Contractor shall deliver to the RDN a statutory declaration in a form satisfactory to the RDN declaring that all subcontractors, labour and accounts for material and equipment have been paid and that no persons, firms or RDNs have any lien against the lands comprising the work site or the work together with such other documentation as the RDN, acting reasonably, determines is necessary or desirable.

PART 22 BUILDERS LIENS

The Contractor shall, at its own expense, cause any and all builders liens and other liens for labour, services or materials alleged to have been furnished with respect to the lands comprising the work site or the work which may be registered against or otherwise affect the lands or the work, except liens properly filed by the Contractor on its own behalf, to be paid, satisfied, released or vacated forthwith after the RDN has sent written notice of any claim for any such lien. In the event of a bona fide dispute regarding the validity or correctness of any claim for such lien, the Contractor shall be entitled to defend against a claim for such lien in any proceedings brought in respect thereof after first paying into court the amount claimed plus any interest payable, or providing sufficient security therefor and such cost as the court may direct and registering all such documents as may be necessary to cancel such lien, or providing such other reasonable security in respect of such claims as the RDN may in writing approve. Upon receiving satisfactory security for any costs and an indemnity in writing from the Contractor, the RDN may authorize the Contractor to apply to the court in the name of the RDN to have any lien removed upon payment into court or deposit in court of satisfactory security therefor.

PART 22 PROTECTION OF RDN AGAINST CLAIMS

The Contractor shall assume the defense of, and indemnify and hold harmless the RDN and its officers, employees and agents, from and against all claims relating to materials furnished and to inventions, copyrights, trademarks, or patents and rights thereto used by the Contractor in the execution of this contract and in subsequent use and/or operation by the RDN.

PART 23 INDEMNIFICATION AND INSURANCE

23.1 Indemnification and Release

23.1.1 The Contractor shall save harmless and indemnify the RDN and its directors, officers, servants, employees and agents (the "Indemnified Parties") from and against all actions, claims, demands, proceedings, suits, losses, damages, costs and expenses of whatsoever kind or nature (including but not limiting the generality of the foregoing, in respect of death, injury, loss or damage to any person or property) arising in any way out of or connected with the Work by the Contractor or its subcontractors, or their servants or employees under this Contract, except to the proportionate extent that such actions, claims, demands, proceedings, suits, losses, damages, costs and expenses were caused by the Indemnified Parties or any on them.

23.1.2 Unless otherwise specified in the Contract, the Contractor shall save harmless and indemnify the Indemnified Parties from and against all actions,

claims, demands, proceedings, suits, losses, damages, costs and expenses of whatsoever kind or nature arising in any way from liability of any nature or kind for or on account of any copyrighted or un-copyrighted composition, secret or other process, patented or unpatented invention, articles or appliances manufactured, supplied or used in the Work, and/or to be used by the RDN before or after completion of the Work as a result of the Work performed by the Contractor, and if the Contractor shall fail to save harmless and indemnify in manner aforesaid, any money collected from the Indemnified Parties shall be charged to the Contractor.

23.1.3 The Contractor shall release and discharge the RDN and its directors, officers, servants, employees and agents (the "Released Parties") from and against all actions, claims, demands, proceedings, suits, losses, damages, costs and expenses of whatsoever kind or nature (including but not limiting the generality of the foregoing, in respect of death, injury, loss or damage to any person or property) which the Contractor or its subcontractors or their servants or employees might have in any manner arising in any way out of or connected with the Work by the Contractor or its subcontractors, or their servants or employees under this Contract, except to the proportionate extent that such actions, claims, demands, proceedings, suits, losses, damages, costs and expenses were caused by the Released Parties or any on them.

23.1.4 The indemnity provided in the Clause 24.1.1 by the Contractor to the Indemnified Parties shall not in any way be limited or restricted by any insurance or by limitations on the amount or type of damages, compensation or benefits payable under the Workers' Compensation Act or any other similar statutes.

23.2 Insurance Obtained by Contractor

23.2.1 General

The Contractor shall itself and cause each subcontractor to obtain and maintain, at its own expense, the insurance set out below until all conditions of the Contract have been fully complied with.

23.2.2 Commercial General Liability Insurance

Commercial General Liability Insurance providing third party bodily injury, death and property damage coverage in an amount of not less than \$5,000,000 per occurrence, indicating that the RDN is added as Additional Insureds. The policy shall include Premises and Operations Liability;

Contractor's Protective Liability with respect to the Operations of sub-contractors; Completed Operations Liability; Contractual Liability; Non-Owned Automobile Liability; and a Cross Liability and/or Severability of Interest clause protecting each insured to the same extent as if they separately insured.

The policy shall also contain a clause providing that the RDN will receive 30 days' notice of cancellation or of any material change in coverage which will reduce the extent of coverage provided to the RDN.

The Contractor shall file with the RDN, prior to the commencement of work, a certificate of insurance in a form acceptable to the RDN evidencing this policy. The Contractor shall also file with the RDN evidence of the renewal on this policy. The Contractor is responsible for paying all deductibles.

23.2.3 Automobile Third Party Liability Insurance

A Standard Owner's Form Automobile Policy for each vehicle used in the performance of the Contract and regulated by the Insurance (Motor Vehicle) Act or similar legislation. The Third Party Legal Liability Limits are to be in an amount not less than \$2,000,000 per occurrence.

23.2.4 Contractor's Equipment Insurance

The Contractor shall maintain an All Risk insurance policy covering all construction equipment, mobile equipment, miscellaneous equipment, tools, office contents and other miscellaneous property whether owned, leased or rented or for which the Contractor may be responsible, that is used in any way in connection with this Contract.

23.2.5 Other Insurance

The Contractor and subcontractors shall provide at their own cost any additional insurance which they are required by law to provide or which they consider necessary.

23.2.6 Waiver of Subrogation

Each insurance policy obtained by the Contractor or any subcontractor in accordance with clause 24.2.4 shall include the following clause:

"Waiver of Subrogation

It is understood and agreed that in the event of a loss and upon payment of any claim hereunder, the insurer will waive its right of subrogation against the RDN and any of their servants, agents, employees, parent, subsidiary, affiliated or related firms.”

23.2.7 Indemnity Not Restricted By Insurance

The provisions for insurance shown above shall not in any way limit the indemnity granted by the Contractor to the Indemnified Parties elsewhere in this section.

23.2.8 Maintenance of Insurance

All required insurance shall be maintained until final completion of the work, including the making good of faulty work and materials, except that coverage of Completed Operations Liability shall in any event be maintained for 12 months from date of final acceptance by the RDN.

PART 24 HOURS OF WORK

Unless alternate arrangements have been made in writing with the authority (ies) with jurisdiction, no work will be permitted outside the hours defined below:

“Before 7:00 a.m. or after 6:00 p.m., Monday to Saturday. No work allowed on Sundays and Statutory Holidays.”

PART 25 FORCE MAJEURE

Neither party shall be responsible for any delay or failure to perform its obligations under this agreement where such a delay or failure is due to fire, flood, explosion, war, embargo, governmental action, act of public authority, act of god or to any other cause beyond its control, except labour disruption. In the event force majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause. Should the force majeure event last longer than than 30 calendar days, the RDN may terminate this agreement immediately by written notice to the contractor without further liability, expense, or cost of any kind.

PART 26 DISPUTE RESOLUTION

In the event of a dispute, the parties agree to resolve the dispute by:

- a. Frank and open negotiations whereby both parties use their best efforts to resolve the dispute by mutual agreement including the most Senior Management of both parties.
- b. If, after 30 calendar days, the dispute is not resolved, both parties agree to appoint a mediator to resolve the dispute and their decision will be final. The mediation shall take place in Nanaimo, British Columbia, unless agreed otherwise. Parties will be responsible for their own costs.

PART 27 INDEPENDENT CONTRACTOR

The Contractor shall be, and in all respects be deemed to be, an independent contractor and nothing in this *Agreement* shall be construed to mean that the Contractor is an employee of the RDN or that any agency, joint venture or partnership exists between the *Contractor* and the *RDN*.

PART 28 BANKRUPTCY

The RDN reserves the right to stop the work, or, terminate the contract immediately if the contractor commits an act of bankruptcy, threatens to commit an act of bankruptcy.

